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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CONVEYANCE OF RIGHT OF WAY EASEMENT FOR UNDERGROUND ELECTRIC LINES

Prepared By & Return To: **Nick Gannon** , 641-342-2173 1-800-362-2154

Clarke Electric Cooperative, Inc., P.O. Box 161, Osceola, IA 50213-0161

Prepared Date: **June 25, 2026**

Easement No._____ Location No **56-33-08 Work Order 15034 56-33-09 Work Order 15042**

(INDIVIDUAL) KNOW ALL MEN BY THESE PRESENTS,

That the undersigned **PBJ WILDWOOD LLC** hereinafter called the Grantor(s), of the County of **Madison,** State of **IA** for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto CLARKE ELECTRIC COOPERATIVE, INC., a corporation, (hereinafter called the "Grantee") and to its successors assigns the right, privilege and easement to enter in and upon my (our) lands situated in the County of **Madison** State of **IA**, and described as follows, to wit: **In the NW ¼ of the NE ¼ in Section 33, T74N, R26W of 5th P.M.** and to construct, operate, repair, maintain, relocate and replace under the surface thereof, and under all streets, roads, or highways on or abutting said land, a line or lines for the transmission and distribution of electric energy, including without limitation all appropriate cable, wire, transformers, manholes, concrete pads, switching enclosure, ground connection, attachments, equipment, accessories and appurtenances necessary and appropriate for the underground transmission and distribution of energy. The facilities erected hereunder shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable, including the right to increase or decrease the number of wires, cables, manholes, connection boxes, switching enclosures, transformers, and transformer enclosures.

Grantee shall at all times have the right to keep the easement clear of all trees, shrubbery, undergrowth and roots. All trees and limbs cut by Grantee at any time shall remain the property of Grantor. Except as otherwise stated, the right-of-way shall be 15 feet in width.

Grantor, his successors and assigns, may use the land within the easement for any purpose that does not violate the safe operation and maintenance of said line.

For the purpose of construction, inspecting, maintaining, or operating its facilities, Grantee shall have the right of ingress and egress to and from the easement over lands of Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as to cause the least practicable damage and inconvenience to Grantor.

The Grantee, its successors and assigns, shall hold the Grantors harmless from and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, and repair damage to any field tile which may result from the construction, operation, and maintenance of said electric underground line, except damages caused by the negligence of Grantors or their tenant, of the aforesaid system at the above described location.

Grantor (landowner) has the right to cancel this Agreement granting easement to Grantee (cooperative) by mailing a "Notice of Cancellation" to the Grantee at its principal place of business by certified mail with return requested. The Notice must be received by Grantee with seven (7) days, excluding Saturday and Sunday. Grantor acknowledges receipt of this written information as a right to cancel prior to signing of this easement agreement and acknowledges receipt of the form in duplicate, which can be used to mail Grantee for "Notice of Cancellation." Grantee will not record this Agreement until after the period for cancellation has expired. This right of cancellation may be exercised only once for each transmission line project.

To have and to hold unto the said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, assigns and grantees of the Grantor.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29th **day of** October **, year of** 2026 **, A.D.**

X Jayne Probst Address **3076 332nd Street Truro, IA 50257**
PBJ WILDWOOD LLC

X_____ Address **3076 332nd Street Truro, IA 50257**
PBJ WILDWOOD LLC

STATE OF IOWA, Dallas County:ss

Personally came before me this 29th day of October, in the year of 2026, A.D. came the above named Jayne Probst, to me known to be the person(s) who voluntarily executed the foregoing instrument and acknowledged the same.

WITNESS my hand and notarial seal on the date last above written> (Notarial Seal Below)

NOTARIAL SEAL IOWA
LEVI J EASTER
COMMISSION NUMBER 820389
MY COMMISSION EXPIRES
09/30/2027

My commission Expires: 9/30/2027 X_____
Notary Public in and for Dallas County, State of Iowa.