

16<sup>00</sup>

REC \$ 10<sup>00</sup>  
AUD \$  
R.M.F. \$ 5<sup>00</sup>

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COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

✓ PLEASE RETURN TO:

MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657

Prepared by: Brian Knights 515-281-2203

**MIDAMERICAN ENERGY COMPANY  
ELECTRIC LINE EASEMENT**

Folder No. 458-03  
Work Req. No. 1621581  
Project No. 31125  
Sub No. 1621581

State of Iowa  
County of Madison  
Section 24  
Township 76 North  
Range 26 West of the 5<sup>th</sup> P.M.

**KNOW ALL MEN BY THESE PRESENTS:**

For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa Corporation, receipt of which is hereby acknowledged, the undersigned **Donald J. Lynch, as his interest appears**, (Grantors), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, the right to lay, construct, maintain, operate, repair, and remove underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including associated surface mounted equipment) through, upon, over, along and across certain property described below, together with ingress and egress to and from the same, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof, and all the rights and privileges incident and necessary to the enjoyment of this grant. Grantors agree not to perform any construction that would change the existing grade resulting in a violation of the minimum clearance requirements of the National Electric Safety Code or that would interfere with the operation and maintenance of the lines or cables.

In consideration of such grant, MIDAMERICAN ENERGY COMPANY agrees that it will repair or pay for any damage which may be caused to real and personal property of the undersigned by the construction, maintenance, operation, or removal of said line, except such property placed subsequent to the granting of this easement that interferes with the operation and maintenance of the line and associated equipment.

Additionally, MIDAMERICAN ENERGY COMPANY shall have the right to remove from the strip of land specifically described below, any obstructions; including trees, plants, undergrowth, buildings, and structures that interfere with the proper operation and maintenance of said line and equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the property described below.

**EASEMENT DESCRIPTION:**

An electric line easement to consist of a strip of land ten (10) feet in width, situated in the property described as follows: Lot(s) 1, 2, 3, 4, 5, & 6 in Bevington Estates, an Official Plat located in the Northeast Quarter (NE 1/4) of the Southeast Fractional Quarter (SE fr 1/4) of Section Twenty-four (24), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; said easement strip of land is more particularly described as follows:

**The South 10 feet of Lot(s) 4 & 5 AND;  
The East 10 feet of Lot 3 AND;  
The North 10 feet of Lot(s) 1 & 2 AND;  
The East 10 feet of the South 100 feet of Lot 5.**

This easement shall be binding upon the heirs, successors, and assigns of both parties. Grantors shall have the right of full enjoyment and use of the above-described property except as such that will be inconsistent with this easement.

Dated this 20 day of Nov., 2003.

Donald J. Lynch  
Donald J. Lynch

**ACKNOWLEDGMENT**

STATE OF Iowa)  
COUNTY OF Warren)<sup>ss</sup>

On this 20<sup>th</sup> day of November, 2003, before me, a Notary Public, personally appeared **Donald J. Lynch**, to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Jane Marie Cassidy  
Notary Public in and for said State

