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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared by and Return to: Fred L. Dorr, Wasker, Dorr, Wimmer & Marcouiller, P.C., 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720

**MEMORANDUM
OF
LINE CLEARANCE AND ACCESS EASEMENT AGREEMENT**

On this 27th day of July, 2010 the undersigned Farmers Electric Cooperative, Inc. ("**Farmers Electric**") hereby notes as follows:

1. David R. DeBolt II and Mary Kay DeBolt, husband and wife (hereinafter "**DeBolt**") are presently the property owners of certain real property in Madison County, Iowa hereinafter legally described as follows:

The NW ¼ of Section 17, Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except the SE ¼ thereof ("Property").

2. Farmers Electric has certain overhead electric utility lines in place running parallel to the roadway and along the western border of the property legally described above.

3. The purpose of this Memorandum is to note that DeBolt and Farmers Electric have entered into a written Agreement ("**Agreement**") regarding tree and brush clearing allowing for maintenance of line clearance for Farmers Electric's overhead utility line which is the subject of this Memorandum and which Agreement also grants certain ingress/egress authority to Farmers Electric over and onto the property owned by DeBolt, all as hereafter provided:

- a. Tree, brush or other ground clearing or reclearing necessary to maintain and assure safe and appropriate line clearance around the utility lines of Farmers Electric in, through and over the property owned by DeBolt previously described was thereby authorized by DeBolt, as specifically described therein, including the latter's successors in title, assigns or any other subsequent interestholder. Farmers Electric was granted authority in the Agreement to maintain a clearance zone, free from interference by trees, brush or other ground cover, of up to ten

(10') feet from and around any of its subject overhead electric utility lines presently in place along the western boundary of the DeBolt property.

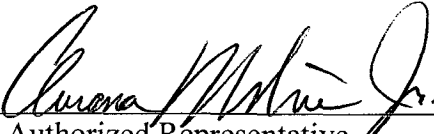
In the same Agreement it was expressly understood and agreed that Farmers Electric and/or its authorized representatives shall have the right of ingress to and egress from the property and/or the DeBolt's successors and/assigns for the purpose of maintaining, repairing and keeping Farmers Electric's subject overhead power lines free and clear of interference from trees or brush, as specified herein, with the further understanding that Farmers Electric will mail a written notice to DeBolt or any subsequent titleholders to the previously described property at the address which DeBolt and/or any successor in interest shall so advise Farmers Electric in writing. The same Farmers Electric notice is to be sent by regular mail at least ten (10) days prior to the commencement of any tree trimming or brush clearance under or near the utility lines which are the subject hereof.

- b. The ingress/egress authority provided in the Agreement between Farmers Electric and DeBolt to allow for clearance of trees, ground cover or brush, as detailed covers a strip of real property 15-feet on either side of centerline (pole line/midpoint beneath existing overhead lines) on, adjoining and across the property with the center point being the midpoint below the existing overhead power lines now in place and running parallel to the roadway along the western boundary of the DeBolt property described in this Memorandum, which utility lines and poles are the subject of the prior Agreement between Farmers Electric and DeBolt, as well as this Memorandum.

4. Farmers Electric's tree trimming and brush clearance access detailed herein, as well as in the Agreement previously entered into between DeBolt and Farmers Electric, in and around the Farmers Electric overhead power lines is necessary to protect the interests of its membership and, to the degree reasonably possible, provide uninterrupted electric service; insure the safety of its employees; and allow Farmers Electric to comply with the line clearance standards of the National Electric Safety Code and related Iowa and federal law provisions.

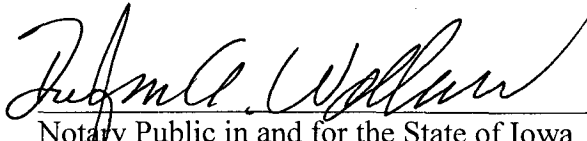
5. The purpose of this Memorandum is to reduce to recordable form a document to be filed in the Madison County, Iowa Recorder's Office providing notice to third parties of the provisions outlined herein which terms were also a part of the Agreement entered into previously between Farmers Electric and DeBolt.

FARMERS ELECTRIC COOPERATIVE, INC.

By: 
Its Authorized Representative

STATE OF IOWA, COUNTY OF Adair ss:

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa on this 27 day of July, 2010.


Notary Public in and for the State of Iowa

"Notarial Seal" "Iowa"

Douglas A. Wallace

Commission Number: 761920

My commission expires: February 23, 2013