

5311

FILED NO. _____
BOOK 2003 PAGE 5311

2003 SEP -8 PM 12:03

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWAREC \$ 10⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 5⁰⁰

COMPUTER	☒
RECORDED	☒
COMPARED	☒

PLEASE RETURN TO:

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

Prepared by: Denny Buyert 515-281-2334

MIDAMERICAN ENERGY COMPANY
OVERHEAD ELECTRIC LINE EASEMENTFolder No. 305-02
Work Req. No. 1606862
Project No. 21124
Sub No. 1606862State of Iowa
County of Madison
Section 30
Township 76 North
Range 26 West of the 5th 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 **Steven Ritchhart and Norman Ritchhart, as their interests may appear** (Grantors), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, the right to construct, maintain, and operate an electrical supply line, and communications lines or cables and including the necessary poles, wires, guys, guy stubs, anchors and other necessary equipment, upon, over, along, and across certain real estate described below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining, or removing said lines or cables, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof, and the right to remove from the strip of land specifically described below any obstruction, including buildings and other structures, which interfere with proper maintenance and operation of said lines or cables. Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the property described below. 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.

EASEMENT DESCRIPTION:

An overhead electric line easement to consist a strip of land fifteen (15) feet in width, located in the following property:

Parcel "A", located in the Northeast Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast corner of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South 0°42'24" East, 1312.65 feet along an existing fenceline to the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 30; thence South 83°20'21" West, 664.11 feet along an existing fenceline which is the South line of the Northeast Quarter of the Northeast Quarter of said Section 30; thence North 0°36'27" West, 1310.51 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of said Section 30; thence North 83°08'07" East, 662.08 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 30 to the Point of Beginning. Said parcel contains 19.852 acres, including 0.502 acres of County Road right-of-way, the centerline of said easement strip of land is more particularly described as follows:

UNDER MRG

Commencing at a point on the South right-of-way line of 201st Trail, as it is presently established, said point is a distance of 380 feet, more or less, West of the East line of said Parcel "A"; thence South a distance of 780 feet, more or less, to a Point of Termination.

MIDAMERICAN ENERGY COMPANY will repair or pay for any damage which may be caused to fences, or other property of the undersigned by the construction, maintenance, operation, or removal of said lines or cables, and this easement shall be binding upon the heirs, successors, and assigns of both parties

Dated this 22 day of August, 2003.

Steven Ritchhart

Steven Ritchhart

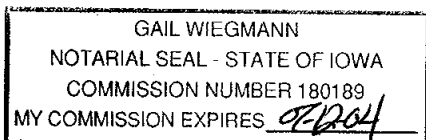
Norman Ritchhart

Norman Ritchhart

ACKNOWLEDGEMENT

STATE OF Iowa)
COUNTY OF Polk)SS

On this 22nd day of August, 2003, before me, a Notary Public, personally appeared **Steven Ritchhart** to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

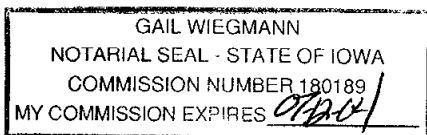


Gail Wiegmann
Notary Public in the State of Iowa

ACKNOWLEDGEMENT

STATE OF Iowa)
COUNTY OF Polk)SS

On this 22nd day of August, 2003, before me, a Notary Public, personally appeared **Norman Ritchhart** to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.



Gail Wiegmann
Notary Public in the State of Iowa