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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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PLEASE RETURN TO:
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50306-0657

Prepared by: Paige Norris 515-281-2604

**MIDAMERICAN ENERGY COMPANY
ELECTRIC LINE EASEMENT**

Folder No. 170-09
Work Req. No. 2138120
Project No. 91148

State of Iowa
County of Madison
Section 32
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 titleholders Mark L. Bence and Patricia A. Bence as joint tenants with full rights of survivorship, and not as tenants in common (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, in, 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: The Easement corridors shall be ten (10) feet in width, the centerline of which shall be the location of the facilities as installed and situated in the property described as Parcel "B" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4), in the Northeast Quarter of the Southwest (1/4) and in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 32, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence, along the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 32, North 00°00'00" East 317.06 feet; thence North 89°44'48" West 53.44 feet to the centerline curve of a county road concave Northwesterly; thence Southwesterly 554.86 feet along said curve, having a radius of 480 feet, a central angle of 66°13'52" and a chord bearing South 48°19'21" West 524.48 feet; thence South 08°09'11" East 279.56 feet; thence North 87°45'19" East 401.83 feet; thence South 00°47'02" West 391.23 feet; thence North 79°15'43" East 717.20 feet: thence North 00°41'40" West 602.84 feet to the North line of said Northeast Quarter (1/4) of the Southwest Quarter (1/4) thence, along said North line, South 85°36'42" West 690.00 feet to the point of beginning. Said easement is generally depicted in Exhibit "A" attached hereto and made a part hereof.

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 28 day of October, 2009.

By: Mark L. Bence
Mark L. Bence

By: Patricia A. Bence
Patricia A. Bence

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison) ss

This instrument was acknowledged before me on October 28, 2009, by Mark L. Bence.

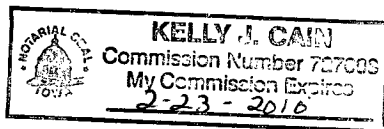


Kelly J. Cain
Notary Public in and for said State

ACKNOWLEDGMENT

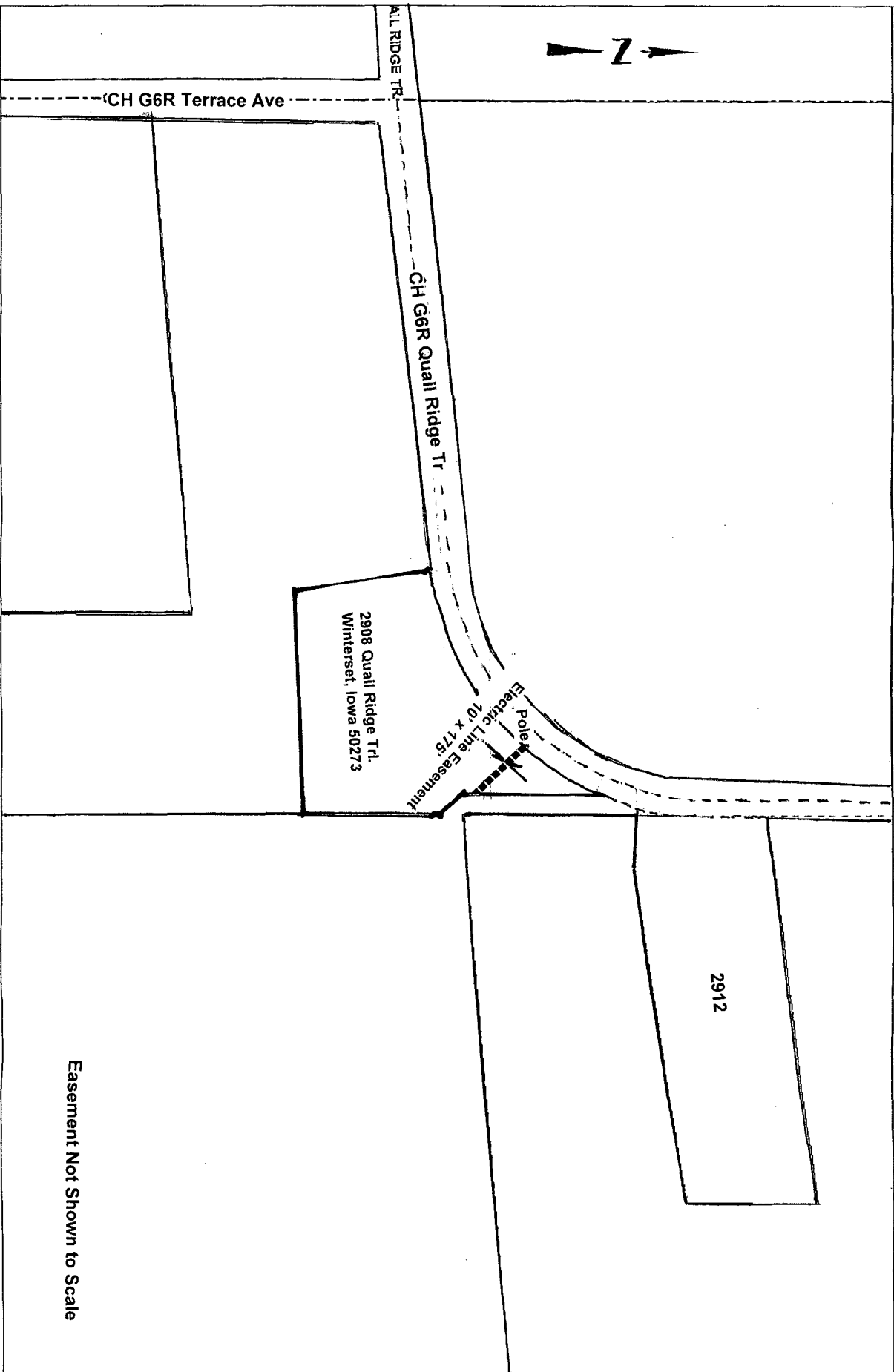
STATE OF Iowa)
COUNTY OF Madison) ss

This instrument was acknowledged before me on October 28, 2009, by Patricia A. Bence.



Kelly J. Cain
Notary Public in and for said State

Exhibit "A"



Easement Not Shown to Scale