

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER \_\_\_\_\_  
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COMPARED \_\_\_\_\_

PLEASE RETURN TO:

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

Prepared by Paige Rock 515-281-2604

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND AND OVERHEAD ELECTRIC LINE EASEMENT**

Folder No. 100-04  
Work Req. No. 1693861  
Project No. 21125  
Sub No. DR1693861

State of Iowa  
County of Madison  
Section 18  
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 **Stacy Soper and Karla J. Soper** (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.

An underground and overhead electric line easement to consist of a strip of land ten (10) feet in width, situated in the property described as follows

The East 40 acres of the North Half (N 1/2) of the South Half (S 1/2) of Fractional Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT the South 20 feet in width thereof, AND EXCEPT Parcel "A" located in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section Eighteen (18), containing 10.001 acres, as shown in Plat of Survey filed in Book 2003, Page 4789 on August 13, 2003, in the Office of the Recorder of Madison County, Iowa.

EASEMENT DESCRIPTION:

An underground and overhead electric line easement to consist of a strip of land ten (10) feet in width, situated in the property described as follows: Beginning at a point on the West Right-of-Way Line of Summerhill Drive, as it presently exists, that is 265 feet, more or less, South of the North line of said property; thence in a Westerly direction parallel with and equidistant to the Southerly and Westerly margin of a private drive for a distance of approximately 1010 feet to the Point of Termination at a pad mounted transformer as shown on the attached Exhibit "A", and by this reference 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<sup>th</sup> day of April, 2004.

Stacy M. Soper  
Stacy M. Soper

Karla J. Soper  
Karla J. Soper

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Madison ) ss

On this 28<sup>th</sup> day of April, 2004, before me, a Notary Public, personally appeared **Stacy M. Soper and Karla J. Soper**, 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.

Sondra Sittner  
Notary Public in and for said State

