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BOOK 2003 PAGE 5312

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 10⁰⁰
AUD \$ 10⁰⁰
R.M.F. \$ 5⁰⁰

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

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. 312-03
Work Req. No. 1601220
Project No. 31124
Sub No. 1603231

State of Iowa
County of Madison
Section 32
Township 77 North
Range 27 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 **Brian P. Van Pelt and Kimberly S. Van Pelt, husband and wife**, (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 underground and overhead electric line easement to consist of a strip of land fifteen (15) feet in width, situated in the property described as follows: Lot Fourteen (14) in Berglund Rural Estates Sub-division in the Northwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; said easement strip of land is more particularly described as follows:

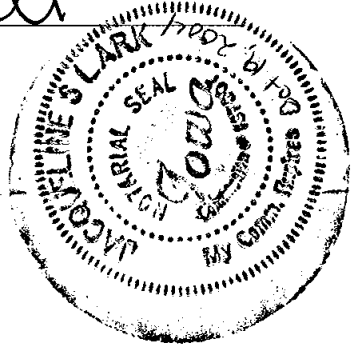
The South fifteen (15) feet of said Lot 14 **AND**;
The West fifteen (15) feet of the East thirty (30) feet of said Lot 14.

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 22 day of August, 2003.

Brian P. Van Pelt
Brian P. Van Pelt

Kimberly S. Van Pelt
Kimberly S. Van Pelt



ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Dallas)^{ss}

On this 22 day of August, 2003, before me, a Notary Public, personally appeared **Brian P. Van Pelt and Kimberly S. Van Pelt**, 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.

Jacqueline S. Lark
Notary Public in and for said State