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MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

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PLEASE RETURN TO: *EV*  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657  
Prepared by: Anne M. King (515) 281-2202

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC LINE EASEMENT**

Folder No. 114-05  
Work Req. No. DR1734954  
Project No. 51145  
Sub No. DR1734954

State of Iowa  
County of Madison  
Section 13  
Township 77 North  
Range 28 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 titleholders **Stuart M. Malone and Elaine L. Malone, husband and wife, 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, maintain, operate, repair, and remove underground conduit, wires, and other necessary equipment incident thereto (including associated surface mounted equipment) through and across certain property described below, together with ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this grant.

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:**

A ten (10) foot wide underground electric line easement situated in the property described as follows:

Parcel "B" located in the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 15.743 acres, as shown in Plat of Survey filed in Book 2004, Page 4982 on October 22, 2004, in the Office of the Recorder of Madison County, Iowa;

Said electric easement being more particularly described as follows: Beginning at a point on the northerly right-of-way line of 130<sup>th</sup> Street, as it is presently established, that is 380 feet, more or less, east of the west property line; thence northerly parallel with the west property line a distance of 130 feet, more or less; thence easterly parallel with said northerly right-of-way line a distance of 10 feet, more or less; thence southerly parallel with said west property line a distance of 120 feet, more or less; thence easterly parallel with said northerly right-of-way line a distance of 780 feet, more or less; thence southerly a distance of 10 feet, more or less, to a point on said northerly right-of-way line; thence westerly along said northerly right-of-way line a distance of 790 feet, more or less, to the Point of Beginning.

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 3<sup>rd</sup> day of May, 2005

Stuart M. Malone  
Stuart M. Malone

Elaine L. Malone  
Elaine L. Malone

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk )<sup>ss</sup>

On this 3<sup>rd</sup> day of May, 2005, before me, a Notary Public, personally appeared **Stuart M. Malone and Elaine L. Malone** 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.



Anne M. King  
Notary Public in and for said State

# EXHIBIT A

