

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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

Prepared by: Jay Peterson 515-281-2713

**MIDAMERICAN ENERGY COMPANY
ELECTRIC LINE EASEMENT**

Folder No. 085-05
Work Req. No. 1812183
Project No. 51125
Sub No. 1812183

State of Iowa
County of Madison
Section 10
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 **Robert Carroll Winchell**, (Grantors), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, the right to install, construct, lay, maintain, operate, repair, and remove electrical supply lines and the poles, guys, guy stubs, anchors, under and/or above ground wires, cables, conduit, and other necessary equipment incident thereto through, upon, over, under, 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 and plants 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 lines, except such property placed subsequent to the granting of this easement that interferes with the operation and maintenance of the line and associated equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the easement strip of land described below.

EASEMENT DESCRIPTION:

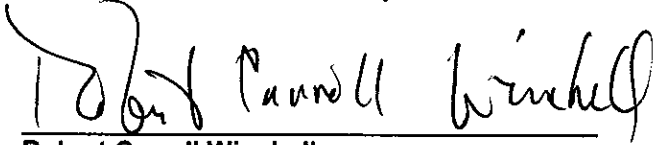
An underground electric line easement consisting of a strip of land 10 feet in width situated in the following described property:

The Southeast one-quarter of the Southwest one-quarter and the Northwest 16.7 acres of the Southwest one-quarter of the Southeast one-quarter of Section 10, Township 77 North, Range 27 West of the 5th P.M.,

Madison County, Iowa. Said easement area is generally depicted on 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 April, 2005.

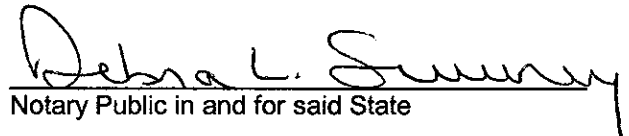


Robert Carroll Winchell

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk)^{ss}

On this 28 day of April, 2005, before me, a Notary Public, personally appeared **Robert Carroll Winchell**, to me known to be the same person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for said State

