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Document 2005 2470

Book 2005 Page 2470 Type 06 001 Pages 3

Date 5/31/2005 Time 3:21 PM

Rec Amt \$17.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

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5-31-05

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

Prepared by: Paige Norris (515) 281-2604

**MIDAMERICAN ENERGY COMPANY  
ELECTRIC LINE EASEMENT**

Folder No. 133B-05  
Work Req. No. 1604197  
Project No. 51125  
Sub No. DR1604197

State of Iowa  
County of Madison  
Section 29  
Township 77 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 **Brett M. Stewart, a single person**, (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 power poles and surface mounted equipment) through, over 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:**

The Southerly 15 feet on the Northerly 25 feet and the Easterly 15 feet of the Westerly 25 feet of Lot Ten (10) of Phase 1, Timber Ridge Estates, located in the Northeast Quarter(1/4) of Section Twenty-nine (29) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as 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 19<sup>th</sup> day of May, 2005.

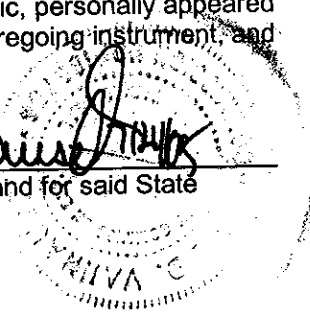
Brett M. Stewart  
Brett M. Stewart

ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF POIK ) ss

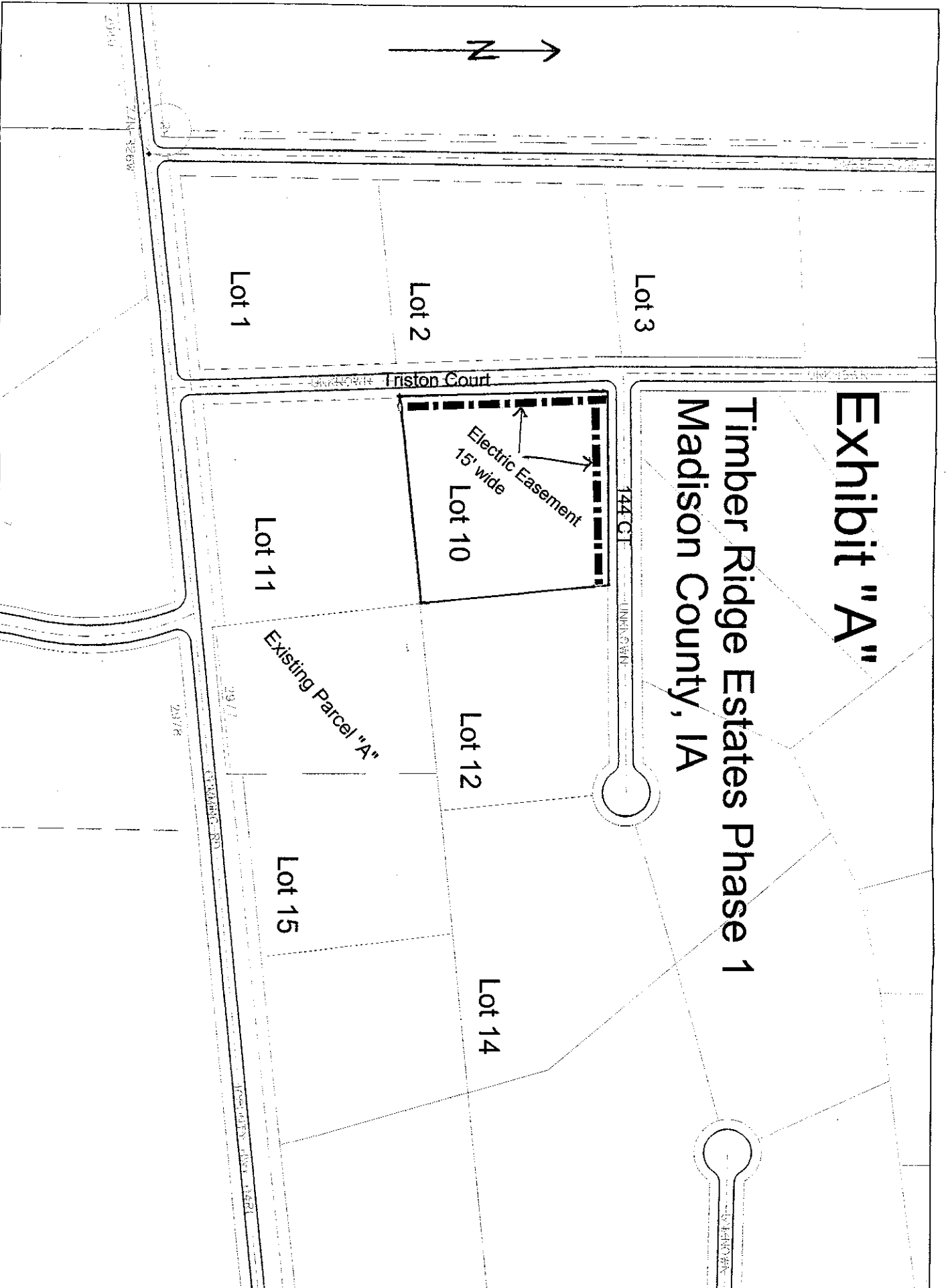
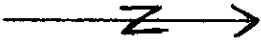
On this 19 day of MAY, 2005, before me, a Notary Public, personally appeared **Brett M. Stewart**, to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]  
Notary Public in and for said State



# Exhibit "A"

## Timber Ridge Estates Phase 1 Madison County, IA



Field View X:1538297 Y:525508