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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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

✓✓ PLEASE RETURN TO:
 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.	<u>152-05</u>	State of	Iowa
Work Req. No.	<u>1842582</u>	County of	<u>Madison</u>
Project No.	<u>51125</u>	Section	<u>21</u>
Sub No.	<u>DR1842582</u>	Township	<u>77 North</u>
		Range	<u>26 West of the 5th P.M.</u>

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 **Clifford A. Newman and Sharon R. Otte, husband and wife,** (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 Westerly 10 feet of the Southerly 150 feet of Lot 8 and the Easterly 10 feet of the Southerly 150 feet of Lot 1 in Woodland Valley Estates Plat 1, an Official Plat in Madison County, Iowa, recorded in Book 2204, Page 6107 on December 27, 2004 in the Office of the Recorder in Madison County, Iowa. Said electric line easement is generally depicted on Exhibit "A", attached hereto and made a part of.

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 31 day of May, 2005.

Clifford A. Newman
Clifford A. Newman

Sharon R. Otte
Sharon R. Otte

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

On this 31st day of May, 2005, before me, a Notary Public, personally appeared Clifford A. Newman and Sharon R. Otte, 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 their voluntary act and deed.



Amy L. Schick
Notary Public in and for said State

Exhibit "A"

