Document 2005 3562

Book 2005 Page 3562 Type 06 00! Pages 3 Date 7/29/2005 Time 9:51 AM Rec Amt \$17.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA

> COMPUTER RECORDED COMPARED,

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** UNDERGROUND ELECTRIC LINE EASEMENT

Folder No.

223-05

Work Req. No. 1858276

Project No. Sub No.

51145 DR1858276 State of Iowa

County of

Madison

Section

Township

77 North

Range

26 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 lowa Corporation, receipt of which is hereby acknowledged, the undersigned titleholder John A. Groomes, (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:

The Southerly 10 feet of the Westerly 450 feet of the property described as: A parcel of land in the NW ¼ of the NE ¼ of section 20, T-77N, R-26 West of the 5th P.M., Madison County, lowa: beginning at the SW corner of the said NW 1/4, NE ¼, thence N 0°30'28" E(assumed for this description) along the West line of the said NW ¼, NE ¼, 220.00 feet; thence N 83°44'37" E, 580.00 feet; thence S 84°37'22" E, 418.59 feet; thence N 83°44'37" E, 175.00 feet; thence S

UNDER MRG

0°30'28" W, 135.00 feet to the South line of the said NW ¼, NE ¼; thence S 83°44'37" W, 1175.00 feet to the point of beginning containing 5.15 acres, more or less, including 0.20 acres of road right of way along the West side thereof. Said easement being more 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. ACKNOWLEDGMENT STATE OF COUNTY OF A , 2005, before me, a Notary Public, personally appeared On this / He day of John A. Groomes to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed. rester (la Kof Court) Notary Public in/and for said State