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Document 2005 4622

Book 2005 Page 4622 Type 06 001 Pages 3  
Date 9/26/2005 Time 11:44 AM  
Rec Amt \$17.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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PLEASE RETURN TO:  
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. 246-05  
Work Req. No. DR1862281  
Project No. 51145

State of Iowa  
County of Madison  
Section 03  
Township 76 North  
Range 27 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 **Gregory Rochleau and Kelly Rochleau, husband and wife, as Joint Tentants with full rights of survivorship and not as Tenants in Common** (Grantor), 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 transformer and 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 10-foot wide underground electric line easement situated in the property described as follows:

Lot Two (2) of the Cox Subdivision of Parcel "S" located in the Southeast Quarter (SE¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown by Plat of Survey filed in Plat Book 3, Page 625, on September 8, 2000, in the Office of the Recorder of Madison County, Iowa, EXCEPT Parcel "X", a part of Lot 2, Cox Subdivision of Parcel "S" in the Southeast Quarter

(SE¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown in Plat of Survey recorded in Book 2003, Page 3639 in the Office of the Recorder of Madison County, Iowa;

said electric easement being 5 feet on each side of the following described centerline: Beginning at a point on the westerly property line that is 5 feet, more or less, northerly of the southeast corner of said Parcel "X"; thence easterly parallel with the right-of-way line of Muller Lane, as it is presently established, to a point that is 5 feet, more or less, westerly of the northwesterly margin of a private drive, as it is presently established; thence in an overall northeasterly direction following the contours of and being parallel with the northwesterly margin of said drive for a distance of 400 feet, more or less, to the Point of Terminus at a pad-mounted transformer; as 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 1 day of August, 2005

Gregory Rochleau  
Gregory Rochleau

Kelly Rochleau  
Kelly Rochleau

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk ) ss

On this 1 day of August, 2005, before me, a Notary Public, personally appeared **Gregory Rochleau and Kelly Rochleau**, 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.

Heidi Hyde  
Notary Public in and for said State



# EXHIBIT A

