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MICHELLE UTSLER: COUNTY RECORDER MADISON IOWA

> COMPUTER RECORDED COMPARED.

PLEASE RETURN TO:

K,MIDAMERICAN,ENERGY,ATTN:-RIGHT-OF-WAY-SERVICES-P:⊙-BOX-657-DES-MOINES;*1A*50303-0657

Prepared by: Jay Peterson 515-281-2713

MIDAMERICAN ENERGY COMPANY UNDERGROUND ELECTRIC LINE EASEMENT

Folder No.

535-05 Work Reg. No. 1902537

Project No. Sub No.

1902537

51145

State of County of

lowa Madison

Section

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 lowa Corporation, receipt of which is hereby acknowledged, the undersigned Randal L. Golightly, (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:

A ten (10) foot wide by one hundred thirty (130) foot long, more or less, easement strip in the following described real estate:

Parcel "A" located in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section One (1), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 3.46 acres, including 0.67 acres of County Road Right-of-Way, as shown in Plat of Survey recorded on July 20, 2005, in Book 2005, Page 3385 in the Office of the Recorder of Madison County, Iowa.

Said easement strip 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 2/day of Feb 2006

Randal L. Golightly

ACKNOWLEDGMENT

STATE OF JOWA)

COUNTY OF Madison

On this <u>Joday of Feb.</u>, 2006, before me, a Notary Public, personally appeared <u>Randal L. Golightly</u>, 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 his voluntary act and deed.

LOIS ELLEFSON
Commission Number 225848
My Commission Expires
November 22, 2008

Notary Public in and for said State

