Document 2006 2673

Book 2006 Page 2673 Type 06 001 Pages 3 Date 6/29/2006 Time 3:50 PM

Rec Amt \$17.00

MICHELLE UTSLER. COUNTY RECORDER MADISON IOWA

> COMPUTER RECORDED. CUNPARED

PLEASE RETURN TO:

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

Prepared by: Jay Peterson 515-281-2713

MIDAMERICAN ENERGY COMPANY ELECTRIC LINE EASEMENT

Folder No. 080-06 Work Reg. No. 1920427 Project No. 61145 Sub No. 1920427

State of County of lowa Madison

Section **Township** <u>23</u> 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---other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa Corporation, receipt of which is hereby acknowledged, the undersigned Richard D. Nelson and Buffy J. Nelson, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, (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.

UNDER MRG

ĵ

EASEMENT DESCRIPTION:

An underground electric line easement consisting of a strip of land ten (10) feet in width by thirty (30) feet in length, more or less, situated in the following described property:

Parcel "C" located in the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section 26, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa, containing 5.62 acres, as shown in the plat of survey filed in Book 2004, Page 2753 on June 14, 2004 in the Office of the Recorder of Madison County, Iowa.

Said easement area 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 13th day of, 2006.	
Richard D. Michan	Buffy J. Nelson
Richard D. Nelson	Sully 6. Nelson
ACKNOWLEDG	GMENT
STATE OF)) ss COUNTY OF)	
On this 13 h day of, 20 Richard D. Nelson and Buffy J. Nelson, to me known to be foregoing instrument, and acknowledged that they executed to	2006, before me, a Notary Public, personally appeared the persons who are named in and who executed the the same as their voluntary act and deed.
AND ALL COLORS	Notary Public in and for said State

