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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.

171-06

Work Reg. No. DR1937623

Project No.

61145

State of Iowa

County of

Madison 30

Section Township

76 North

Range

26 West of the 5th P.M.

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of <u>One and no/100</u>——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 titleholders <u>Steven Ritchhart and Alison Ritchhart, husband and wife, and Norman Ritchhart and Jo Ann Ritchhart, 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 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.</u>

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 as shown on Exhibit "A", attached hereto and made a part hereof; said easement being situated in the property described as follows:

Parcel "G", a part of the Existing Parcel "A", which is the East Half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa as described and shown in the Plat of Survey recorded 5/31/2006 in Book 2006 at Page 2204 in the Office of the Recorder of Madison County, Iowa,

And

Dated this 16 day of June , 2006

The Remainder of Existing Parcel "A", which is the East Half of the Northeast Quarter of the Northeast Quarter, Except for Parcel "G" thereof, of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa as shown in said Plat of Survey recorded 5/31/2006 in Book 2006 at Page 2204 in the Office of the Recorder of Madison County, Iowa.

Said underground electric line easement being 5 feet on each side of the following described centerline:

Beginning at a pole on an existing overhead electric easement in said Remainder of Existing Parcel "A"; said pole in said existing electric easement being 40 feet, more or less; west of the west line of said Parcel "G" and 780 feet, more or less, south of the southerly right-of-way line of 201st Trail, as it is presently established; thence southeasterly a distance of 40 feet, more or less, to a point on the west line of said Parcel "G"; thence continuing southeasterly in and through said Parcel "G" a distance of 160 feet, more or less; thence southerly a distance of 30 feet, more or less, to the Point of Terminus at a transformer.

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.

Steven Ritchhart Mann Athent Norman Ritchhart	Alison Ritchhart Jo Ann Ritchhart Jo Ann Ritchhart
STATE OF down) ss	DGMENT -
On this	

Notary Public in and for said State

ACKNOWLEDGMENT

STATE OF Now) ss

On this _______, 2006, before me, a Notary Public, personally appeared Norman Ritchhart and Jo Ann Ritchhart, 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 voluptary act and deed.

Notary Public in and for said State



