

1200

Document 2006 4392

Book 2006 Page 4392 Type 06 001 Pages 2  
Date 10/24/2006 Time 9:32 AM  
Rec Amt \$12.00

MICHELLE 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: Anne.M. King (515) 281-2202

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC LINE EASEMENT**

Folder No. 343A-06  
Work Req. No. DR1956051  
Project No. 61145

State of Iowa  
County of Madison  
Section 25  
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 **Michael E. & Malissa K. Bauer, 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 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:**

An underground electric line easement consisting of the south ten (10) feet of the east twenty (20) feet of Lot Two (2) of Ryan's West Subdivision located in the North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

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 21 day of September, 2006

Michael E. Bauer  
Michael E. Bauer

Malissa K. Bauer  
Malissa K. Bauer

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk ) ss

On this 21<sup>st</sup> day of September, 2006, before me, a Notary Public, personally appeared **Michael E. Bauer and Malissa K. Bauer**, 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.

J. Mickelson  
Notary Public in and for said State

