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Rec Amt \$17.00

MICHELLE UTSLER. COUNTY RECORDER MADISON TOWA

> COMPUTER RECORDED COMPARIED

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** UNDERGROUND.ELECTRIC, LINE EASEMENT

Folder No. Work Reg. No. 1947473

336-06

Project No.

61145

State of

Iowa Madison

County of Section

06

Township

77 North

Range

28 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 Casey's Marketing Company, an Iowa corporation, (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:**

A ten (10) foot by one hundred eighty-five (185) foot easement strip, more or less, located in Lot 21 of Williamson Addition Plat 2, an Official Plat now included in and forming a part of the City of Earlham, Madison County, Iowa; said easement is generally depicted on Exhibit "A" attached hereto and made a part hereof.

This grant shall also cover those areas where the location of customer installed conduit deviates from the areas depicted on said Exhibit "A".

UNDER MRG

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 15th day of September, 2006.
Casey's Marketing Company, an Iowa corporation
By: Oleo R. Kuhns
Title: Vice President of Real Estate
The state of the s
A QUALQUAU ED QUELLE
ACKNOWLEDGMENT
STATE OF TOWA
COUNTY OF POLK ) SS
On this 15th day of SEPTEMBER, 2006 before me, a Notary Public in and for said State, personally
appeared Cleo R. Kuhns, to me personally known, who being by me duly sworn did state that he is Vice President of
Real Estate of Casey's Marketing Company, an Iowa corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said Cleo R. Kuhns acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.
Tolly & Lead_
Notary Public in and for said State



