

Document 2007 271

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LISA SMITH, COUNTY RECORDER  
MADISON IOWA

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. 433-06  
Work Req. No. DR1942115  
Project No. 61145

State of Iowa  
County of Madison  
Section 05  
Township 77 North  
Range 26 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, **Stanley Pearson and Marjorie Pearson, 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:**

A 10-foot wide underground electric line easement as generally depicted on Exhibit "A", attached hereto and made a part hereof; said electric easement being situated in the property described as follows:

Parcel "E" in the Plat of Survey recorded in Book 2005 at Page 4431 in the Madison County Recorder's Office, being a part of the North 1/2 of the SW 1/4, in Section 5, Township 77 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 57.25 acres.

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 17 day of Nov., 2006

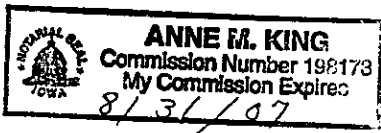
Stanley Pearson  
Stanley Pearson

Marjorie Pearson  
Marjorie Pearson

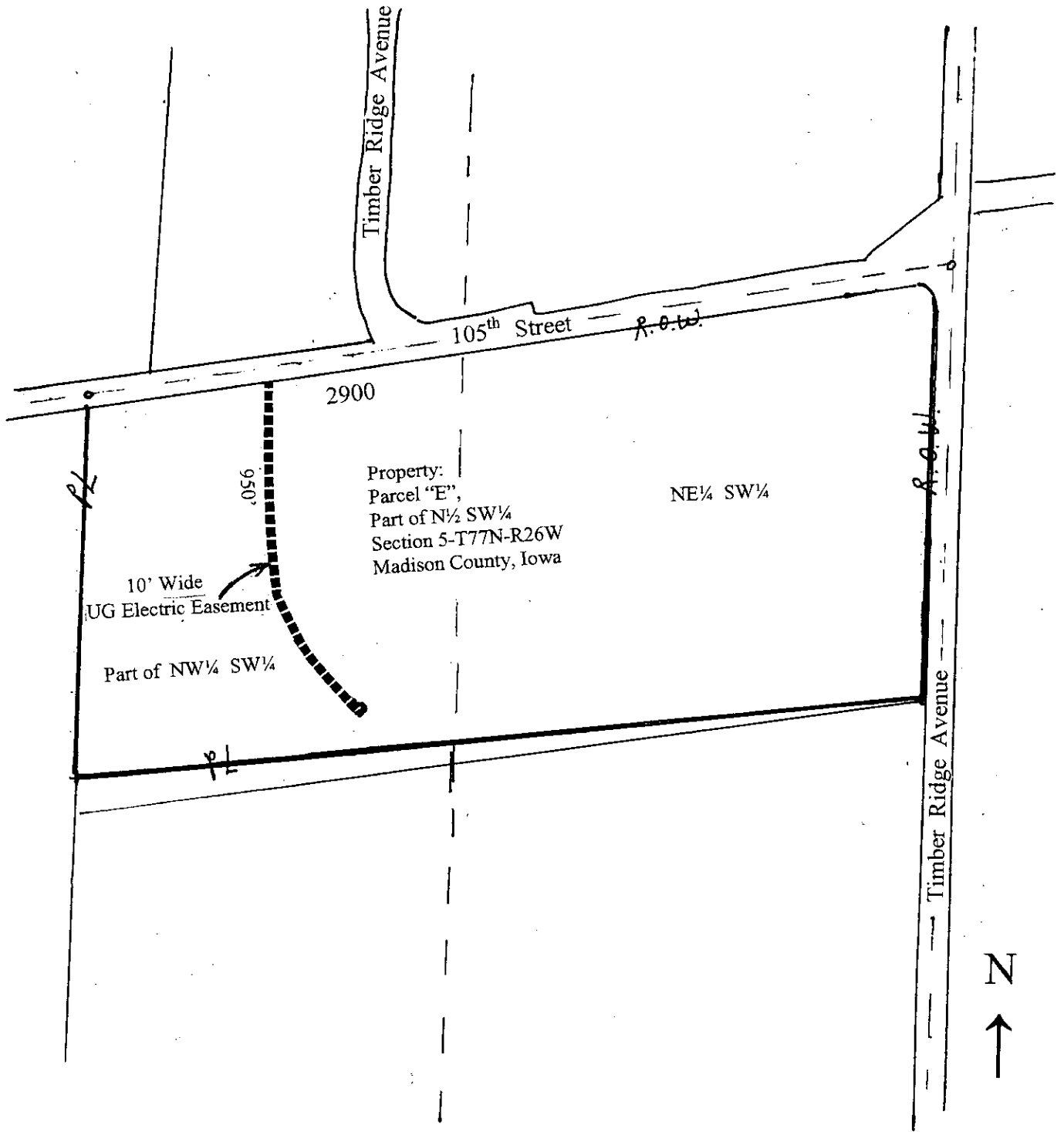
ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk )<sup>SS</sup>

On this 17<sup>th</sup> day of November, 2006, before me, a Notary Public, personally appeared **Stanley Pearson and Marjorie Pearson**, 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.



Anne M. King  
Notary Public in and for said State



**EXHIBIT A**



**MidAmerican**  
**ENERGY**

DR 1942115