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LISA SMITH. COUNTY RECORDER MADISON 10WA

CHEK

PLEASE RETURN TO:

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

Prepared by: Paige Norris (515) 281-2604

## **MIDAMERICAN ENERGY COMPANY** -- UNDERGROUND ELECTRIC LINE EASEMENT -- -

Folder No.

333-06B

Work Req. No. DR1961337

Project No.

<u>61145</u>

State of Iowa

County of

Madison

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 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 John R. Hagen and Sallie A, Hagen, 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.

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 situated in the property described as follows: A tract of land beginning at the Southeast Corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twentysix (26) West of he 5th P.M., Madison County, Iowa; thence South 84°35' West 767 feet; thence North 15°15' East 1001 feet, thence South 04°00' East 232 feet; thence along a curve concave Northeasterly 215.98 feet; thence South 84°18' East 175 feet; thence along a curve concave Northerly 117.17 feet; thence North 65°00' East 80.8 feet; thence South 591 feet to the point of beginning, subject to road easements and containing 9.6 acres, more or less. Locally known as 3334 - 215th Lane, St. Charles, lowa 50240. Said electric easement being 5 feet on each side of the following described easement centerline:

Commencing, as a point of reference, at the Southeast corner of said property thence North along the East line of said property to a Point of Beginning on said East line that is 15 feet, more or less, South of 215th Lane, as it presently exists; thence in a Southwesterly direction running parallel with said 215th Lane for a distance of 198 feet, more or less, to an existing pole, as generally depicted in 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

John R. Hagen

**ACKNOWLEDGMENT** 

STATE OF

COUNTY OF

, 200%, before me, a Notary Public, personally appeared

John R. Hagen and Sallie A. Hagen, to me known to be the persons named in and who executed the foregoing

instrument, and acknowledged that they executed the same as a voluntary act and deed-

KELLI REUZERT

Notary Public in and for said State