

1700

Document 2007 4419

Book 2007 Page 4419 Type 06 001 Pages 3

Date 12/17/2007 Time 11:31 AM

Rec Amt \$17.00

INDX ✓

ANNO

SCAN

CHEK

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: Paige Norris (515) 281-2604

**MIDAMERICAN ENERGY COMPANY
ELECTRIC LINE EASEMENT**

Folder No. 294-07

Project No. 71145

Sub No. DR2025548

State of Iowa

County of Madison

Section 13

Township 77 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 **Robert G. Pulver, Trustee of the Robert G. Pulver Trust under Trust Agreement dated March 3, 1994, as amended and restated,** (Grantors), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, the right to install, construct, lay, maintain, operate, repair, and remove electrical supply lines and the poles, guys, guy stubs, anchors, under and/or above ground wires, cables, conduit, and other necessary equipment incident thereto through, upon, over, under, along and across certain property described below, together with ingress and egress to and from the same, and the right to trim or remove, with reasonable care, such trees and plants as may interfere with the proper maintenance or operation thereof, and all the rights and privileges incident and necessary to the enjoyment of this grant. Grantors agree not to perform any construction that would change the existing grade resulting in a violation of the minimum clearance requirements of the National Electric Safety Code or that would interfere with the operation and maintenance of the lines or cables.

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 lines, except such property placed subsequent to the granting of this easement that interferes with the operation and maintenance of the line and associated equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the easement strip of land described below.

EASEMENT DESCRIPTION:

An electric line easement 10 feet wide situated in the property described as : The Northwest Quarter (1/4) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Iowa, EXCEPT the following described parcels: Parcels, A, B, C, and D as shown in the Plat of Surveys recorded in Plat Record 3, Page 1 on May 20, 1997 and recorded in Plat Record 3, Page 50 on July 10, 1997.

Said easement is 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 28 day of oct, 2007.

Robert G. Pulver, Trustee of the Robert G. Pulver Trust

Robert G. Pulver
Robert G. Pulver

ACKNOWLEDGMENT

STATE OF Iowa,
COUNTY OF Polk) ss

This instrument was acknowledged before me on October 28, 2007 by Robert G. Pulver as Trustee of the Robert G. Pulver Trust under Agreement dated March 3, 1994.

Sherry A. Wilkinson
Notary Public in and for said State

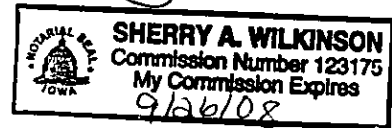
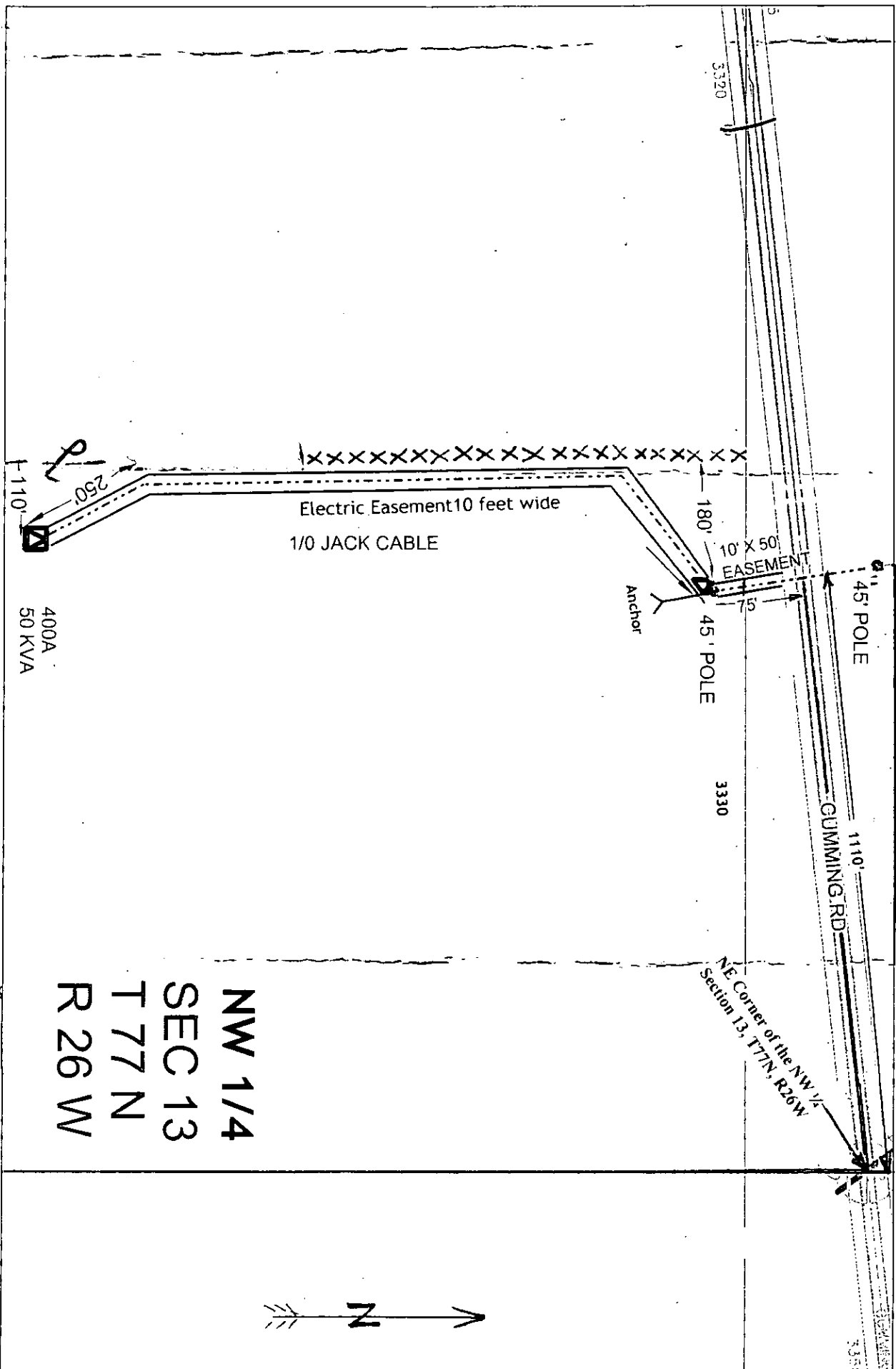
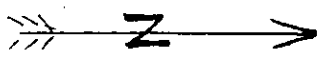


Exhibit "A"



NW 1/4
SEC 13
T 77 N
R 26 W



Date: 10/9/2007
Field View X:1557420 Y:539512

