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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, 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**

Parcel No. 195-98 State of Iowa  
Work Req. No. 8015581 County of Madison  
Project No. 81001 Section \_\_\_\_\_  
Sub No. 8015581 Township \_\_\_\_\_ North  
Draft No. \_\_\_\_\_ Range 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 **John W. Bontrager and Mary C. Bontrager**

(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 crops, fences, or other 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 a ten (10) foot wide strip of land on and across that property described as Lot 1, Polo Pointe, Plat 1, now included in and forming a part of Madison County, Iowa; the centerline of said strip of land being more particularly described as follows:

Beginning at a Point on the West line of Warren Avenue, as it is presently established, approximately 15 feet North of the Northeast corner of Lot 2, Polo Pointe, Plat 1; thence in a Westerly direction parallel and 15 feet equidistant from the South line of Lot 1, of said Polo Pointe, Plat 1, for a distance of 300 feet; thence North a distance of 50 feet to a pad mounted transformer.

This easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of said line. 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 7<sup>th</sup> day of AUGUST, 1998

John W. Bontrager  
John W. Bontrager

Mary C. Bontrager  
Mary C. Bontrager

ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF POLK )<sup>SS</sup>

On this 7<sup>th</sup> day of AUGUST, 1998, before me, a Notary Public, personally appeared John W. Bontrager and Mary C. Bontrager to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

My commission expires 1-4-99

Ronda Kuipers  
Notary Public in and for said County

