FILED NO. 1246 800K 139 PAGE 599 98 SEP 16 PH 3: 05 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 (615) 281-2202

MIDAMERICAN ENERGY COMPANY UNDERGROUND ELECTRIC LINE EASEMENT

260-98 Parcel No. Work Req. No. 8007492 Project No. Sub No. 8007492

State of Iowa County of Section Township

Draft No. Range North West of the 5th P.M.

KNOW ALL MEN BY THESE PRESENTS:

which is hereby acknowledged, the undersigned Danlel R. Hinch and Diana L. Hinch

(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 Parcel D, a 190 foot by 1140 foot parcel containing 5.2 acres, a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, lowa, recorded in Book 139, Page 153 in Madison County; the easement centerline being more particularly described as follows:

Beginning at a dip pole in the South margin of Cummings Highway, as it is presently established, that is 20 feet East of the Northwest corner of said Parcel D on the North property line; thence South, parallel to the West property line for a distance of 230 feet; thence Southeast for a distance of 120 feet to a pad mounted transformer that is 110 feet East of the West property line.

UNDER MAG

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 3 day of Sept., 1998.
Daniel & Ninch
Daniel R. Hinch
Mara G. Agaili
Diana L. Hinch
ACKNOWLEDGMENT
STATE OF Lova)
COUNTY OF BIK) SS
On this 3 day of September, 1959, before me, a Notary Public, personally
appeared Daniel R. Hinch and Diana L. Hinch to me known to be the person(s) who are named in and who executed
the foregon the astrument, and acknowledged that they executed the same as a voluntary act and deed.
Commission expres 5/4/99
Notary Public in and for said County
MARIAL SIMIL
AND

UNDER MAG