

11.00

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

FILED NO. 1336
BOOK 139 PAGE 628
98 SEP 24 AM 11:19

COMPUTER
RECORDED
COMPARED

MICHELLE UTSLEIN
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 (616) 281-2202

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC LINE EASEMENT**

Parcel No.	<u>218-98</u>	State of Iowa	
Work Req. No.	<u>8020936</u>	County of	<u>Madison</u>
Project No.	<u>81001</u>	Section	<u>3</u>
Sub No.	<u>8020936</u>	Township	<u>76</u> North
Draft No.	_____	Range	<u>27</u> West of the 5 th 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 **Thomas R. Clause and Mary K. Clause**

(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 to consist of a ten (10) foot wide strip of land; said strip of land being more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of Mueller Lane, as it is presently established, and the North side of a private driveway, as it is presently established; thence in a Northeasterly direction parallel and adjacent to the North side of said private driveway for a distance of 700 feet to a pad mounted transformer.

All on and across that property described as Parcel F, in Section 3, in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa.

UNDER MAR

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 day of SEP, 1998

Thomas R. Clause
Mary K. Clause
Mary K. Clause

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Madison) ss

On this 7 day of September, 1998, before me, a Notary Public, personally appeared Thomas R. Clause and Mary K. Clause 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.

Larry D. Watts
Notary Public in and for said County



UNDER MRG