

1103

FILED NO. 1541
BOOK 139 PAGE 668
98 OCT -7 PM 2: 51
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 10⁰⁰
AUD \$ _____
DATE 10
✓ COMPARED
✓ RECORDED
✓ CONFIRMED

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.	<u>301-98</u>	State of Iowa	
Work Req. No.	<u>8025594</u>	County of	<u>Madison</u>
Project No.	<u>81001</u>	Section	<u>3</u>
Sub No.	<u>8025594</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 **Mark A. Hays & Cynthia L. Hays**

(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; the centerline of said easement strip 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 a point on the West property line that is approximately 120 feet South of the North property line and is on South side of a private driveway, as it is presently established; thence West for a distance of 40 feet to a pad mounted transformer.

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

UNDER MFG

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 1st day of October, 1998.

Mark A. Hays
Mark A. Hays

Cynthia L. Hays
Cynthia L. Hays

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF POLK) ss

On this 1st day of October, 1998, before me, a Notary Public, personally appeared Mark A. Hays & Cynthia L. Hays 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: 3/13/99

Janet K. Lloyd
Notary Public in and for said County

