11,0. cg

FILED NO. 1544

BOOK139 PAGE 674

BOOK139 PAGE 674

98 OCT -7 PM 2: 55

MICHELLE UTSLEED
RECORDED
MADISON COUNTY.10WA

PLEASE RETURN TO:

MIDAMERICAN ENERGY COMPANY UNDERGROUND ELECTRIC LINE EASEMENT

Parcel No. 305-98
Work Req. No. 8025625
Project No. 81001
Sub No. 8025625
Draft No.

State of Iowa
County of Madison
Section 12
Township 75

Range <u>26</u> West of the 5th P.M.

North

KNOW ALL MEN BY THESE PRESENTS:

(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 dip pole in the Southerly right-of-way line of Walnut Trail, as it is presently established, and a point on the Northerly property line that is approximately 5 feet West of a private drive, as it is presently established; thence in a Southerly direction for a distance of approximately 250 feet to a pad mounted transformer, as shown on Exhibit "A", attached and hereby made a part thereof.

All on and across that property described as Parcel A, that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE½) of Section 12, Township 75 North, Range 26 West of the Fifth Principal Meridian, Madison County, lowa, being more particularly described as follows:

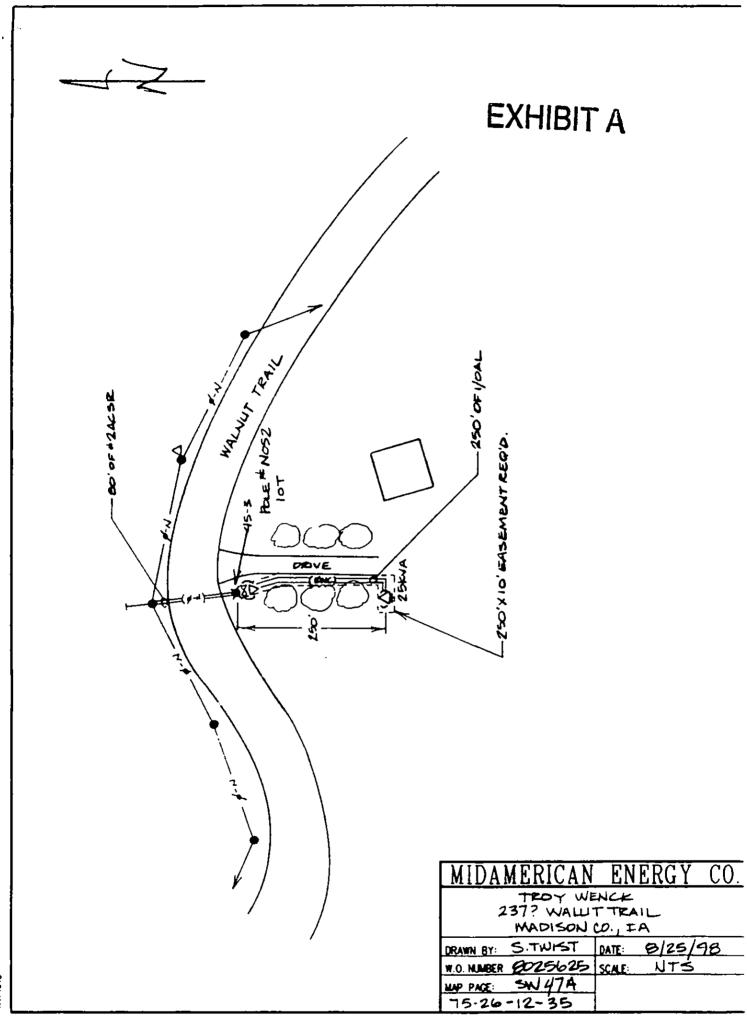
UNDERJMRG

Commencing at the Southwest corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¾) of said Section 12; thence on an assumed bearing of North 83°43'42" East along the South line of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 12 a distance of 13.33 feet to the centerline of a Madison County Highway and the Point of Beginning; thence Northeasterly 145.24 feet along said centerline and a curve concave Southeasterly and not tangent with the last described line, said curve has a radius of 500.00 feet, a central angle of 16°38'36", and a chord 144.73 feet in length bearing North 28°24'25" East; thence North 36°43'43" East along said centerline 542.35 feet; thence northeasterly 349.50 feet along said centerline and a tangential curve concave southeasterly, said curve has a radius of 550.00 feet, a central angle of 36°24'31", and a chord 343.65 feet in length bearing North 54°55'58" East; thence North 73°08'14" East along said centerline 130.90 feet; thence South 00°00'00" East 709.50 feet to the south line of the Northwest Quarter (NW¾) of the Southeast Quarter (SE¼) of said Section 12; thence South 83°43'42" West along said south line 804.54 feet to the centerline of a Madison County Highway and the Point of Beginning. Said tract contains 8.52 acres and is subject to a Madison County Highway Easement over the northwesterly 1.04 acres thereof.

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 28 day of 59 , 19
Troy Wenck Georgia Wenck
ACKNOWLEDGMENT
STATE OF <u>Fraction</u>) ss COUNTY OF <u>Fraction</u>)
On this 28 day of

UNDER MRG



N171913