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 FILED NO. _____
 BOOK 63 PAGE 139
 99 MAY 18 PM 12:39
 MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

REC \$ 10.00
 AUD \$ _____
 R.M.F. \$ 100
 COMPUTER
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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>051A-99</u>	State of Iowa	
Work Req. No.	<u>9007523</u>	County of	<u>Madison</u>
Project No.	<u>91001</u>	Section	<u>6</u>
Sub No.	<u>9007523</u>	Township	<u>77</u> North
Draft No.	_____	Range	<u>28</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 **Steven R. and Dawn E. Fish, husband and wife** (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 which is described as follows:
 The West 5 feet of the South 125 feet of Lot 2, Smith's Addition to the City of Earlham, Iowa, an Official Plat, now included in and forming a part of the City of Earlham, Madison County, Iowa.

UNDER MRO

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 April, 1999

Steven R. Fish
Steven R. Fish

Dawn E. Fish
Dawn E. Fish

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison) ss

On this 1st day of April, 1999, before me, a Notary Public, personally appeared Steven R. Fish and Dawn E. Fish to me known to be the persons 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:  **DEBRA K. MILLER**
MY COMMISSION EXPIRES
September 3, 2000

Debra K Miller
Notary Public in and for said County