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

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FILED NO. 4070 BOOK 63 PAGE 141 99 HAY 18 PH 12: 51

MICHELLE UTSLEF: RECORDER HADISON COUNTY. 10WA

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. 055-99
Work Req. No. 9007627
Project No. 91001
Sub No. 9007627
Draft No.

State of Iowa County of

Madison

Section Township

<u>6</u> 77 North

Range

28 West of the 5th P.M.

KNOW ALL MEN BY THESE PRESENTS:

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 East 10 feet of the South 150 feet of Lot 6, 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 MRG

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 day of
Richard L. Arnburg
ACKNOWLEDGMENT
STATE OF Towa) SS
COUNTY OF Madison) ss
On this 3rd day of, 1999, before me, a Notary Public, personally appeared
to the known to be the person who is named in and who executed the foregoing instrument, and
voluntary act and deed. Av commission expenses s, 2000 Av commission expenses s, 2000

UNDER MRG