

11.00

REC \$ 10.00
AUD \$
RMF \$ 1.00

FILED NO. 3455
BOOK 138 PAGE 702
98 MAR 13 PH 3:44
MICHELLE UTSLER
RECORDER
MADISON COUNTY IOWA

COMPUTER ✓
RECORDED ✓
COMPARED ✓

PLEASE RETURN TO
MIDAMERICAN ENERGY ATTN RIGHT-OF-WAY SERVICES P O BOX 657 DES MOINES, IA 50303-0657

Prepared by J.E. Moireau 515-281-2203

MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC LINE EASEMENT

Parcel No 036-98
Work Req No 9715200
Project No 81001
Sub No WRG D 1916
Draft No

State of Iowa
County of Madison
Section 34
Township 77 North
Range 27 West of the 5th 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 Mossman and Annette Mossman

(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, communications lines or cables 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

Beginning at a point on the South line of 160th Street, as it is presently established, approximately 139 94 feet West of the NE corner, thence South a distance of approximately 360 feet to a point approximately 5 feet East of a private drive, thence in a southerly direction a distance of approximately 155 feet, thence East approximately 10 feet to a pad mounted transformer All on and across that portion of Parcel B, 10 88 Acres of the Northwest part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4), a part of Parcel A, Section 34, Township 77 North, Range 27 West of the 5th P M, Madison County, Iowa

This easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until canceled 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 5 day of March, 1998

Steven Mossman
Steven Mossman
Annette Mossman
Annette Mossman

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF POLK) ss

On this 5TH day of MARCH, 1998, before me, a Notary Public, personally appeared Steven Mossman and Annette Mossman 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

John T. Norman
Notary Public in and for said County
EX
NOTARY PUBLIC
J. T. NORMAN
POLK COUNTY, IOWA