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REC \$ 10<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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BOOK 139 PAGE 850  
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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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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. 383-98  
Work Req. No. 8032206  
Project No. 81001  
Sub No. 8032206  
Draft No. \_\_\_\_\_

State of Iowa  
County of Madison  
Section 32  
Township 77 North  
Range 27 West of the 5<sup>th</sup> 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 Stacey Soper and Carla J. Soper

(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 fifteen (15) foot wide strip of land the centerline of which is described as follows: Beginning at a dip pole on the North property line that is 500 feet, more or less, West of the Northeast property corner and 22.5 feet East of the East edge of a private drive; thence South, parallel and adjacent to said drive for a distance of 300 feet, more or less; thence West for a distance of 150 feet, more or less, to a pad mounted transformer.

All on and across that portion of Parcel A in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 32, Township 77 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

UNDERMPG

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 24 day of November, 1998

Stacey M. Soper  
Stacey Soper

Carla J. Soper  
Carla J. Soper

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Dallas ) ss

On this 24 day of November, 1998 before me, a Notary Public, personally appeared Stacey Soper and Carla J. Soper 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: Nov 21, 2001

Judy L. Ress  
Notary Public in and for said State and County

