692 FILED NO.

BOOK 137 PAGE 817

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MICHELLE UTSLEA RECORDER MADISON COUNTY/10%

Please return to:

Line Segment

Parcel No. ___

Project No. _

Draft No. _

MidAmerican Energy Company, Attn: Right-of-Way Services, 907 Walnut, P.O. Box 657, Des Moines, IA 50303

MIDAMERICAN ENERGY COMPANY

TRANSMISSION LINE State of Iowa EASEMENT County _ Madison Township 75 Range 26 West of the 5th P.M. Section(s)_7

KNOW ALL MEN BY THESE PRESENTS:

operation and maintenance of the Line.

31278

Randal C. Johnson, Executor of the William C. Johnson Estate The undersigned Owner(s) ___ and Dorothy A. Johnson, Widow and the undersigned Tenant(s) for and in consideration of One and no/100-- dollars(\$ 1.00) do hereby grant to MidAmerican Energy Company, an Iowa corporation, its successors and assigns, an easement for the purpose of and including the right to construct, reconstruct, maintain, operate, enlarge, repair, locate, and remove and replace wires and cables for the transmission of electric energy, and for communications purposes, and any poles, structures, foundations and other equipment incidental thereto, (hereinafter collectively referred to as the "Line") upon, over, along, and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, reconstructing, maintaining, operating, enlarging, repairing, locating, and removing and replacing the Line, the right to trim or remove (with reasonable care) such trees or other vegetation as may interfere with the proper maintenance and operation of the Line, and the right to remove from the strip of land specifically described below any obstruction, including buildings, fences, and other structures, which interfere with the maintenance and operation of the Line, and including but not limited to the right to sell, lease, apportion or subdivide its rights (or any part thereof) hereunder. MidAmerican Energy Company agrees that it will repair or pay for any damage to crops, fences, or other property of the undersigned caused by the construction, reconstruction, maintenance, operation, enlargement, repair, location, or removal and replacement of the Line, except any obstructions placed subsequent to the granting of this easement. Grantors agree that they will not construct or place any buildings, structures, plants, or other obstructions on the property described below which would result in a

The electric transmission line easement will consist of a 20 foot wide easement described as follows:

The East 20 feet of the West 53 feet and the South 20 feet of the North 53 feet of the NW 1/4 of the SE 1/4 of Section 7, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa.

This easement is intended to cover multiple circuits within the described easement strip as shown on the attached Exhibit ___ and by this reference made a part hereof.

violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the

Page 1 of 2

MidAmerican Energy Company, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until the full consideration is paid as hereinafter provided. The undersigned acknowledges payment of Two Thousand Five Hundred Dollars (\$2,500.00) hereunder. This agreement shall become binding upon all parties hereto, their heirs, successors and assigns, and shall terminate upon the permanent removal or abandonment of the line. If the balance of the consideration is not paid as above stated, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

THE UNDERSIGNED SHALL HAVE THE STATUTORY RIGHT UNDER IOWA CODE CHAPTER 478 TO CANCEL THIS AGREEMENT BY MAILING A "NOTICE OF CANCELLATION" TO MIDAMERICAN ENERGY COMPANY BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY MIDAMERICAN ENERGY COMPANY WITHIN SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY, TO BE EFFECTIVE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS WRITTEN INFORMATION ON THE RIGHT TO CANCELLATION PRIOR TO EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE FORM, IN DUPLICATE, THAT CAN BE USED TO GIVE NOTICE OF CANCELLATION TO MIDAMERICAN ENERGY COMPANY

Dated at Den Mone, this be day of august, 19 9.7	
Rould C. Ochson exc.	42-6558528
Randal C. Johnson, Executor of the William C. Johnson Estate	Tax I.D. Number/Social Security Number
Dorothy a Johnson	Tax I.D. Number/Social Security Number
Dorothy A. Johnson	Tax I.D. Number/Social Security Number
ACKNOWLEDGMENT	
STATE OF <u>lowa</u>)	s
COUNTY OF POLK	
On this 6 day of and A.D., 1997,	before me, a Notary Public In and for the said County and on, Executor and Dorothy A. Johnson, Widow
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fo me known to be the persons who pard acknowledged that they executed the same as a	are named in and who executed the foregoing instrument,
7777 96	otary Public in the State of
STATE OF)	WLEDGMENT
)ss	
COUNTY OF	
and State personally appeared Dorothy A. Johnso	, before me, a Notary Public in and for the said County n, Widow, to me known to be the person who is named in cknowledged that she executed the same as her voluntary
Pa	Notary Public in the State of Iowa ge 2 of 2