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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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Prepared by and return to: Jamie Baker 515-242-3980
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

MIDAMERICAN ENERGY COMPANY UNDERGROUND ELECTRIC EASEMENT

Folder No. 256-10A Work Req. No. 2210184 Project No. 01145 State of lowa
County of Madison
Section 24

Township <u>76</u> North

Range <u>26</u> West of the 5th P.M.

1. 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 lowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) Shane D. Thompson and Rebecca A. Thompson, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

PROPERTY LEGAL DESCRIPTION:

Parcel "E" located in the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{2}$) of Section Twenty-four (24), township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 2010, Page 1093 on May 14, 2010, in the Office of the Recorder of Madison County, Iowa, EXCEPT any part thereof that lies within the Northeast Quarter (NE $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{2}$) of said Section Twenty-four (24).

- 2. Additionally, Grantee shall have the right to remove from the easement area described below, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said facilities and equipment.
- 3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described below, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its facilities.

- 4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the facilities, (except for damage to property placed subsequent to the granting of this easement), that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment. Except during the cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the easement area is expected and not considered damage to the Grantor.
- 5. This grant shall also cover those areas where the location of a Grantor-installed conduit deviates from the areas depicted on Exhibit "A".

EASEMENT AREA DESCRIPTION:

An underground electric easement described as follows: Said easement being the South 10 feet of the West 100 feet, more or less, of the above-described Parcel "E".

Dated this 30 day of November 20 10

Shane D. Thompson

Rebecca A. Thompson

ACKNOWLEDGMENT

STATE OF

COUNTY OF (1) MMAN)

This instrument was acknowledged before me on Movember

_, 20<u>|(^)</u>, by <u>Shane</u>

Notary Public in and for said State

D. Thompson and Rebecca A. Thompson, husband and wife.

SARAH PRICKETT
Commission Number 741775
My Commission Expires