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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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Prepared by and return to: Barbara Snider 515-281-2604
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>149-11</u>	State of	<u>IA</u>
Work Req. No.	<u>DR 2233648</u>	County of	<u>Madison</u>
Project No.	<u>11145</u>	Section	<u>25</u>
		Township	<u>76</u> North
		Range	<u>27</u> West of the 5 th 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 Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Ted Benshoof, a married person** (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:

Lot Three (3) of Ryan's West Subdivision located in the North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

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 initial construction and installation of the facilities, 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 5 feet on each side of the following described centerline: Beginning at a point on the South property line that is a distance of 344 feet west of the East property line, more or less, thence in a northwesterly direction for a distance of 600 feet, more or less, to the point of termination as generally depicted on Exhibit "A", attached hereto and made a part hereof.

Dated this 20 day of June, 2011



 Ted Benshoof, a married person

ACKNOWLEDGMENT

STATE OF Iowa)
 COUNTY OF Madison) ss

This instrument was acknowledged before me on June 20, 2011, by
 Ted Benshoof, a married person.



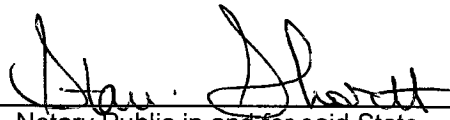
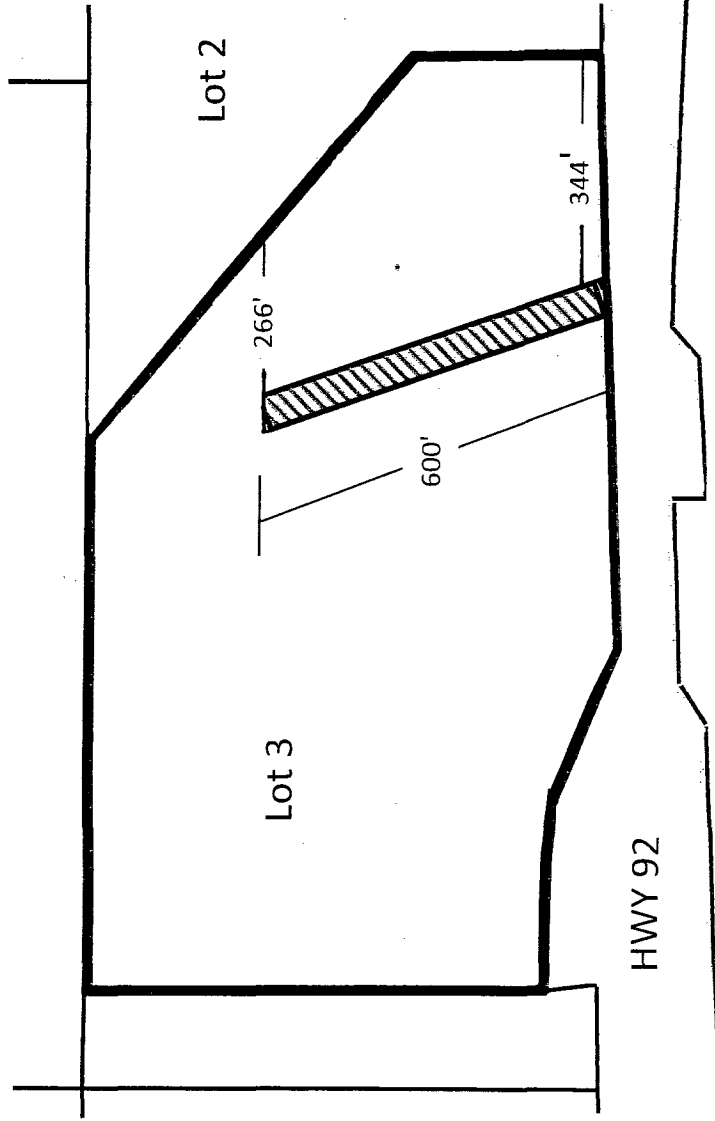

 Notary Public in and for said State

Exhibit "A"

Lot 3, Ryan's West, Madison County, IA
 = 10' Underground Electric Line Easement



MidAmerican
ENERGY

Customer: Ted Benshoof

Address: Hwy 92

City: Winterset, Madison County, IA

DR # 2233648

Date: June 14, 2011

Sec 28, T 77 N, R 38 W

Scale: Not to Scale

Crew HQ:



Job Desc: 10' Underground Electric Line Easement