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LISA SMITH, COUNTY RECORDER MADISON COUNTY 10WA

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Prepared by and return to: Jay Peterson (515) 281-2713
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

MIDAMERICAN ENERGY COMPANY UNDERGROUND ELECTRIC EASEMENT

Folder No. 287-13
Work Req. No. DR2372221
Project No. 31145

Project No. <u>31145</u>

State of County of Section

lowa Madison

Township

3 SE

Range

76 North
 27 West

West of the 5th P.M.

1. For and in consideration of the sum of <u>One and no/100---</u>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) <u>Nicolas R. Belieu and Heather Blue-Belieu, husband and wife, and Jeffrey P. Blue and Bonnie L. Blue, husband and wife as joint tenants with full rights of survivorship and not as tenants in common.</u> (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").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Parcel "P" located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M. in Madison County, Iowa, containing 4.30 acres, as shown on the Plat of Survey filed in Book 3, Page 597 on June 9, 2000, in the Office of the Recorder of Madison County, Iowa.

EASEMENT AREA:

Said easement being a Ten (10) feet wide by Thirty-five (35) feet long area, more or less, with a centerline beginning at a point on the north property line that is One Hundred Thirty-five (135) feet, more or less, west of the northeast corner of said Parcel "P", thence running in a southerly direction for a distance of thirty-five (35) feet, more or less.

- 2 Additionally. Grantee shall have the right to remove from the easement area described above, 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 above, 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.
- In consideration of such grant, Grantee agrees that it will repair or pay for any damage which 4. 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. 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.

Dated this 20 day of 2019 Dated this 2013

Nicolas R. Belieu

ACKNOWLEDGMENT

STATE OF

COUNTY OF

This instrument was acknowledged before me on _

Nicolas R Belieu and Heather Blue-Belieu.

Bonnie L. Blue

ACKNOWLEDGMENT

STATE OF TOWA

SS

COUNTY OF Polk

This instrument was acknowledged before me on September 7014, 2013, by

Jeffrey P. Blue and Bonnie L. Blue.

Notary Public in prior said State

Towa

The property of the p