

11.00

FILED NO. 2891  
BOOK 62 PAGE 875  
99 JAN 14 PM 12:35  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER ☒  
RECORDED ☒  
COMPALED ☒  
REC \$ 10.00  
AUD \$ 1.00  
R.M.F. \$ 1.00

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.    | <u>000-99</u>  | State of Iowa |                                            |
| Work Req. No. | <u>8040685</u> | County of     | <u>Madison</u>                             |
| Project No.   | <u>81328</u>   | Section       | <u>24</u>                                  |
| Sub No.       | <u>8040685</u> | Township      | <u>75</u> North                            |
| Draft No.     |                | Range         | <u>26</u> 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 Ernest J. Patterson

(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 ten (10) foot wide strip of land situated in that property described as follows: Except Parcel 1, the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), of Section 24, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa; the centerline of said easement strip of land being more particularly described as follows:

Beginning at a dip pole in the East margin of Highway R35 (Truro Road), as it is presently established, that is approximately 5 feet North of the Northwest corner of Parcel One (1), described in the plat of survey of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), Section 24, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., St. Charles, Madison County, Iowa, as recorded in Book 61, Page 173; thence East for a distance of approximately 210 feet to a pad mounted transformer.

UNDER MRO

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 9<sup>th</sup> day of Jan, 1999

Ernest J. Patterson  
Ernest J. Patterson

## ACKNOWLEDGMENT

STATE OF Iowa  
COUNTY OF Madison } ss

On this 9<sup>th</sup> day of January, 1999, before me, a Notary Public, personally appeared Ernest J. Patterson to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

My commission expires: 4-5-99

Diane M. Daniels  
Notary Public in and for said County and State

