

27.00



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Recorded: 03/12/2009 at 09:06:12 AM
Fee Amt: \$27.00 Page 1 of 4
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2009-00059001

BK **12949** PG **785-788**

RETURN TO:

PLEASE RETURN TO:
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657
Prepared by: Paige Norris (515) 281-2604

**MIDAMERICAN ENERGY COMPANY
ELECTRIC LINE EASEMENT**

Folder No.	<u>320-08</u>	State of Iowa	
Project No.	<u>81148</u>	County of	<u>Polk</u>
Sub No.	<u>DR2068094</u>	Section	<u>20</u>
		Township	<u>79 North</u>
		Range	<u>22 West of the 5th P.M.</u>

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, **Tuscany Reserve, LLC, an Iowa limited liability company** (Grantor), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, the right to install, construct, lay, maintain, operate, repair, and remove electrical supply lines and the poles, guys, guy stubs, anchors, under and/or above ground wires, cables, conduit, and other necessary equipment incident thereto through, upon, over, under, along and across certain property described below, together with ingress and egress to and from the same, and the right to trim or remove, with reasonable care, such trees and plants as may interfere with the proper maintenance or operation thereof, and all the rights and privileges incident and necessary to the enjoyment of this grant. Grantors agree not to perform any construction that would change the existing grade resulting in a violation of the minimum clearance requirements of the National Electric Safety Code or that would interfere with the operation and maintenance of the lines or cables.

In consideration of such grant, MIDAMERICAN ENERGY COMPANY agrees that it will repair or pay for any damage which may be caused to real and personal property of the undersigned by the construction, maintenance, operation, or removal of said lines, except such property placed subsequent to the granting of this easement that interferes with the operation and maintenance of the line and associated equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the easement strip of land described below.

EASEMENT DESCRIPTION: An electric line easement situated in Tuscany Plat 1, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa, consisting of:

A strip of land 5 feet wide, the centerline of said strip beginning at a point on the westerly line of Lot 1 that is 2.5 feet southerly of the northwest corner of said Lot 1; thence easterly 67 feet, more or less; thence southeasterly 44

feet, more or less, to a point 30.5 feet southerly of the northerly line of said Lot 1; thence easterly 134 feet, more or less to a point of termination on the easterly line of said Lot 1 that is 30.5 feet southerly of the northeasterly lot corner

AND

The easterly 5 feet of Lot 8

AND

A strip of land 5 feet wide, the centerline of said strip beginning at a point 30.5 feet southerly of the northwesterly corner of Lot 15 thence running parallel with and equidistant to the southwesterly line of said Lot 15 to a point of termination 2.5 feet from the southwesterly corner of said Lot 15

AND

The northerly 5 feet of the southerly 10 feet of Lots 15 and 16

AND

The easterly 10 feet of Lot 23 abutting the westerly margin of Tuscan Drive right of way as it presently exists

AND

The southerly 10 feet of Lot 24 abutting the northerly margin of Tuscan Drive right of way as it presently exists

AND

The southwesterly 10 feet of Lot 25 abutting the northwesterly 10 feet of Tuscan Drive right of way as it presently exists

AND

The easterly 5 feet of Lot 49.

Said easement is generally depicted in Exhibit "A" attached hereto and made a part hereof.

This easement shall be binding upon the heirs, successors, and assigns of both parties. 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 16 day of February, 2009.

Tuscany Reserve, LLC, an Iowa limited liability company

By: Hubbell Realty Company, an Iowa corporation, Manager

By: 

Rick J. Tollakson, President and CEO

By: 

R. Michael Hayes, Secretary

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Dallas } ss

This instrument was acknowledged before me on this 10th day of February, 2009, by Rick J. Tollakson as President and Chief Executive Officer of Hubbell Realty Company, the Manager of Tuscany Reserve, LLC.



Kristina Ashby
Notary Public in and for said State

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Dallas } ss

This instrument was acknowledged before me on this 10th day of February, 2009, by R. Michael Hayes as Secretary of Hubbell Realty Company, the Manager of Tuscany Reserve, LLC.

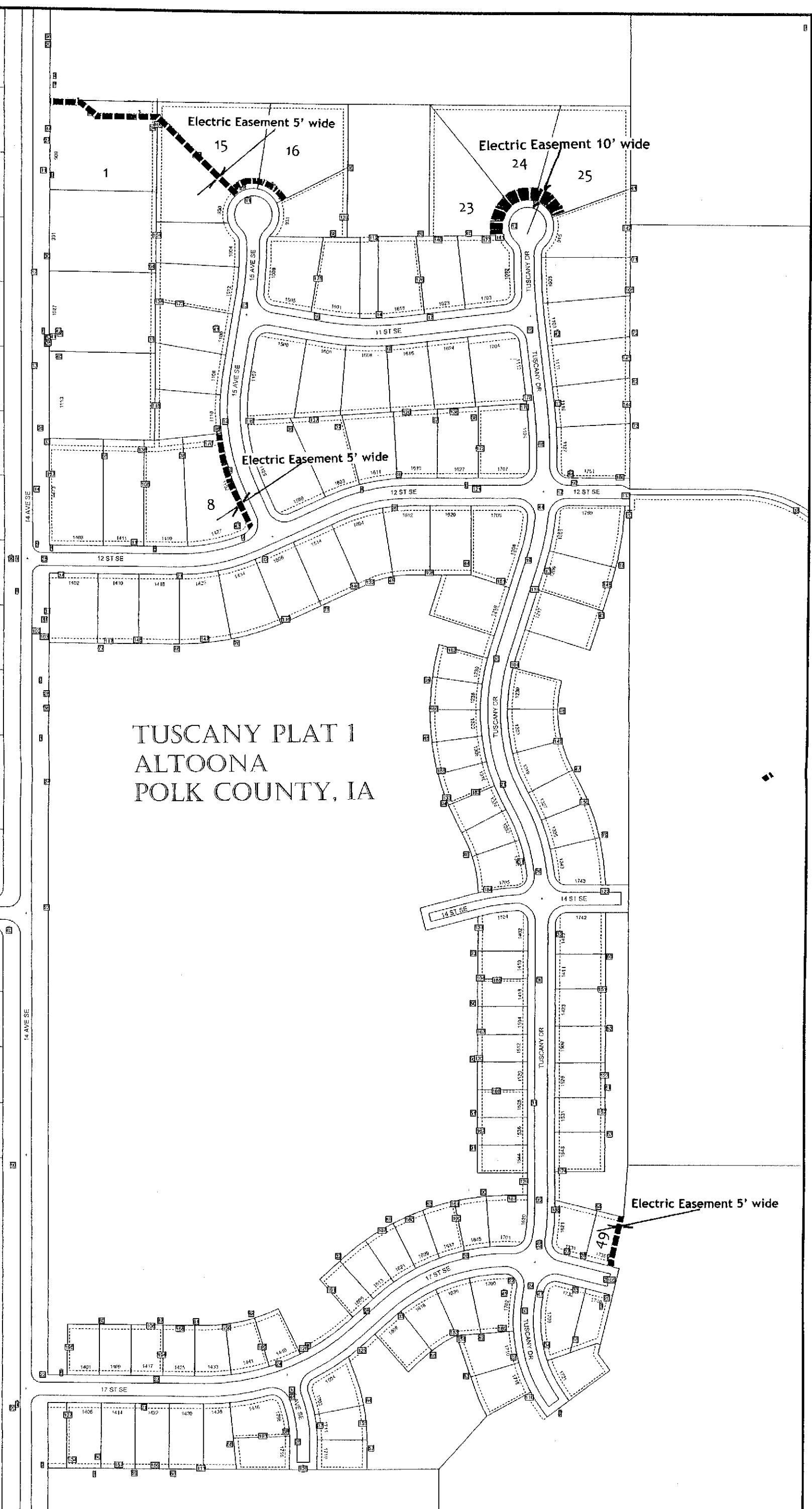


Kristina Ashby
Notary Public in and for said State

Exhibit "A"



TUSCANY PLAT 1
ALTOONA
POLK COUNTY, IA



Easement not shown to Scale