



Document 2020 1451

Book 2020 Page 1451 Type 06 001 Pages 4
Date 4/30/2020 Time 11:06:08AM
Rec Amt \$22.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by and return to: Aaron O'Boyle 515-281-2579
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 657, Des Moines, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>9244-20</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2755040</u>	County of	<u>Madison</u>
Project No.	<u>A1145</u>	Section	<u>15</u>
		Township	<u>77</u> North
		Range	<u>26</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) Frampton Homes, Inc., an Iowa corporation, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), 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:

Lot 5 in Lakeshore Estates Plat 1, an official plat now included in and forming a part of Madison County, Iowa.

EASEMENT AREA:

An underground electric easement described as follows:

A Five (5) foot underground electric line easement on each parcel as generally depicted on Exhibit "A", attached hereto and made a part hereof.

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.

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. 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. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this 17 day of April, 2020

Frampton Homes, Inc.

Signed: [Signature]

Printed: Justin Frampton

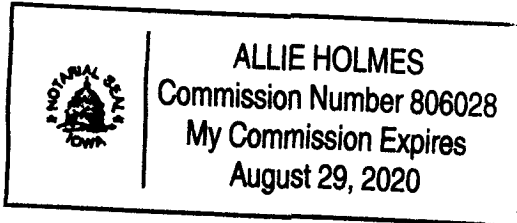
Title: President

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF POIK) ss

This record was acknowledged before me on April 17, 2020
by Justin Frampton as President of Frampton
Homes, Inc.

[Signature]
Signature of Notary Public



INDEX LEGEND

COUNTY: Madison
 SUBDIVISION NAME: Lakeshore Estates Plat 1
 BLOCK: LOT(S): 5
 SITE ADDRESS: Valleyview Court
 CITY: Van Meter
 PROPRIETOR: Frampton Homes, Inc.
 REQUESTED BY: Larry Hughes
 SURVEYOR NAME: Vincent E. Piagentini

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
 3000 SE Grimes Blvd., Ste 800, GRIMES, IOWA 50111, PH. (515)986-5048

THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

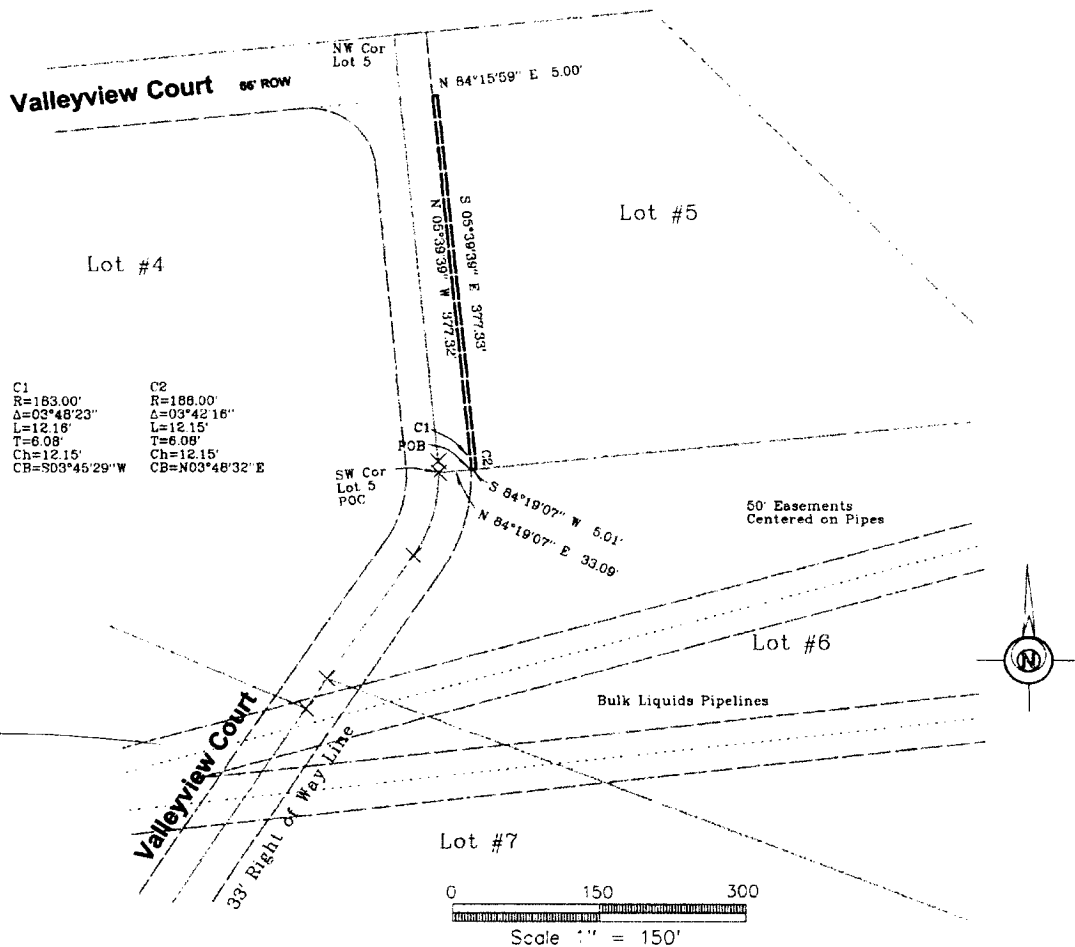
PREPARED BY & RETURN TO: ABACI CONSULTING INC. 3000 SE GRIMES BLVD, STE. 800, GRIMES, IA 50111, PH(515)986-5048

5' UTILITY EASEMENT

EXHIBIT A

Legal Description - 5' Utility Easement on Lots 5

All that part of Lots 5 in Lakeshore Estates Plat 1, an Official Plat, now included in and forming a part of Madison County, Iowa, lying East and adjacent to the 33' Right of Way line of Valleyview Court, more particularly described as follows:
 Commencing at the Southwest Corner of Lot 5, thence North 84°19'07" East, along the South line of said Lot 5, a distance of 33.09 feet, to the Point of Beginning, being a point on the East Right of Way line of Valleyview Court; thence along the East Right of Way line of Valleyview Court, along a curve to the left having a radius of 183.00 feet, a delta of 03°48'23", an arc length of 12.16 feet, and a chord which bears North 03°45'29" West, having a chord distance of 12.16 feet to a point of tangency; thence continuing along the East Right of Way line of Valleyview Court, North 05°39'39" West, a distance of 377.32 feet, to the Easterly projection of the South line of Valleyview Court as it crosses Lot 4 of said Lakeshore Estates Plat 1; thence North 84°15'59" East, a distance of 5.00 feet; thence South 05°39'39" East, 5.00 feet East and parallel to the East Right of Way line of Valleyview Court, a distance of 377.33 feet to a point of curve; thence continuing 5.00 feet East and parallel to the East Right of Way line of Valleyview Court, along a curve to the right having a radius of 188.00 feet, a delta of 03°42'16", an arc length of 12.15 feet, and a chord which bears South 03°48'32" East, having a chord distance of 12.15 feet to a point on the South line of said Lot 5; thence South 84°19'07" West, along the South line of Lot 5, a distance of 5.01 feet, to the Point of Beginning, and containing 3,273 square feet or 0.075 acres of land, more or less.



C1	C2
R=183.00'	R=188.00'
Δ=03°48'23"	Δ=03°42'16"
L=12.16'	L=12.15'
T=6.08'	T=6.08'
Ch=12.15'	Ch=12.15'
CB=S03°45'29"W	CB=N03°48'32"E

DATE OF SURVEY FIELDWORK: 3/26/2020 DRAWING DATE: 4/8/2020 DRAFTER: VP PROJECT NO: 19250

SYMBOLS LEGEND:

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

REVISION DATE:



- R RECORDED DISTANCE
- M MEASURED DISTANCE
- C CALCULATED DISTANCE
- CORNER MONUMENT FOUND
- SET 1/2" IR YC 15982 UNLESS NOTED
- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- YC YELLOW CAP
- OC ORANGE CAP
- IR IRON ROD
- IP IRON PIPE

Vincent E. Piagentini 4/10/2020
 VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)