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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

EV Prepared by and return to: Tyler Gartenberg 515-281-2334  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
ELECTRIC TRANSMISSION LINE EASEMENT**

Tract No.	<u>MD-MS-018.000</u>	State of	<u>Iowa</u>	
Project No.	<u>T91EJ</u>	County of	<u>Madison</u>	
		Section	<u>14</u>	
		Township	<u>77</u>	North
		Range	<u>26</u>	West of the 5 <sup>th</sup> 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) **Marnix A. Verhofste and Hilde M. L. Debruyne, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,** its successors and assigns, and the undersigned tenant(s) N/A and parties of interest (collectively the "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 electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls related to Grantee's operations, including other reasonably necessary poles, towers, wires, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities") upon, over, along, and across certain property described below (the "Easement Area"), together with the right to survey the property and 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, including the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said Facilities, upon, over, along, across adjacent to and overhanging the Easement Area.

**DESCRIPTION OF PROPERTY AND EASEMENT AREA:**

Please see Exhibit A, attached hereto and made a part hereof.

2. In addition to the rights granted in paragraph 1 above, Grantee shall have the right to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees or other vegetation growing in or adjacent to the Easement Area which, in the judgment of Grantee, may interfere with or endanger said Facilities (including, but not limited to, the right to cut down or trim any dead, weak, leaning or dangerous trees that are located outside the Easement Area that pose a current or future risk to fall or strike the wires or any other part of the Facilities); and to install access gates to the Easement Area in the fences on the property of Grantor.

3. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other flammable materials shall be deposited, or accumulated or burned within the Easement Area.

4. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to, trees, plants, wells or other objects on the Easement Area described herein, 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, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

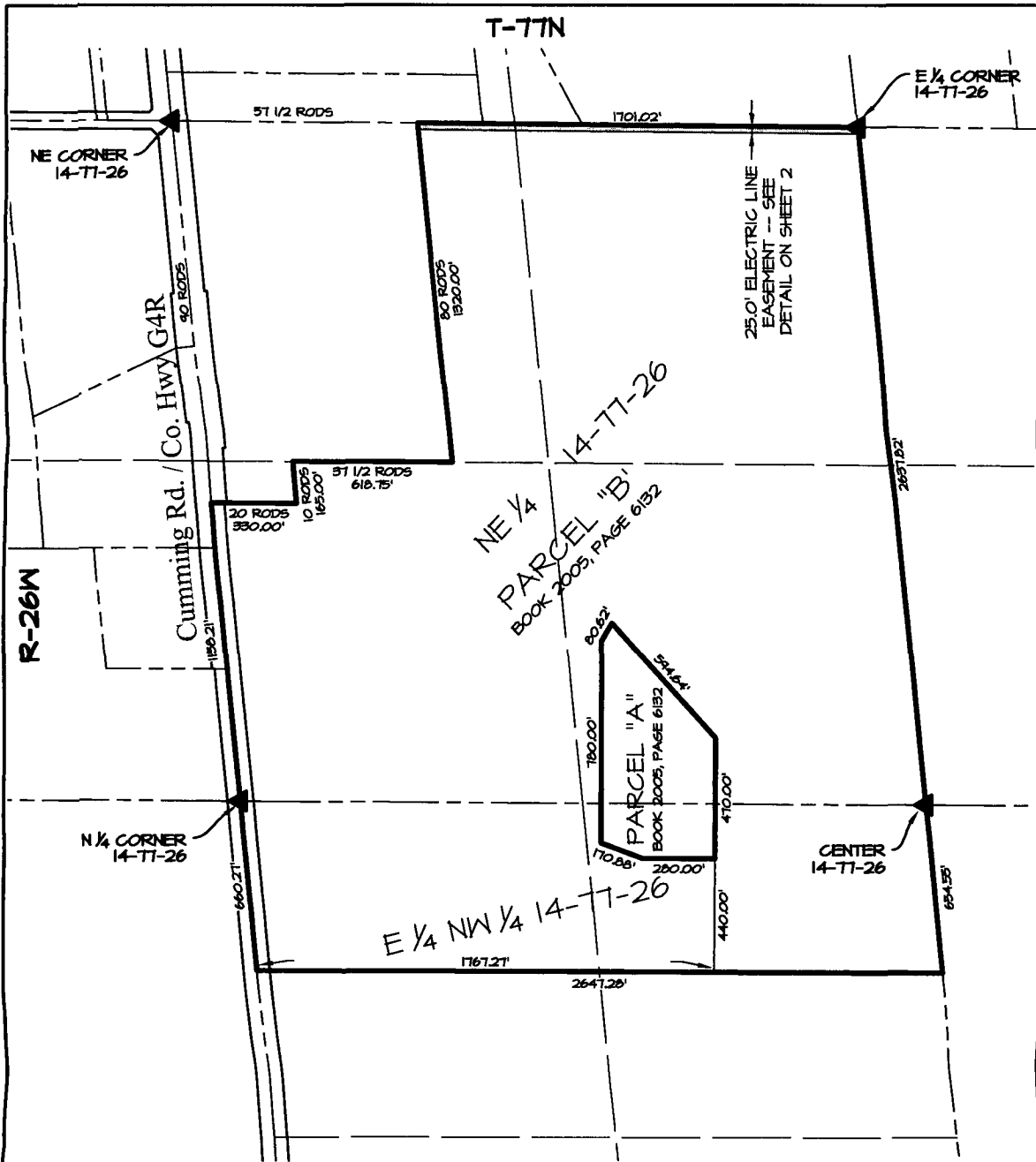
5. In consideration of such grant, Grantee agrees that it will (i) pay for any damage to the crops of Grantor and (ii) repair physical damage to Grantor's fences, drainage tile, or other tangible property, real or personal, of the Grantor to the extent such damage referenced in (i) and (ii) above is caused by Grantee's 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). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, trimming and/or removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area as described in paragraph 2 is expected and not considered damage to the Grantor.

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 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 or 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 of 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, Grantor voluntarily gives up any right to this protection for the property with respect to claims based upon this easement.





**LEGEND**

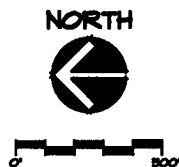
- PARCEL BOUNDARY LINE
- PROPOSED TRANSMISSION CENTERLINE
- LOT / SECTION LINES
- 1/4, 1/4 SECTION LINES
- ELECTRIC LINE EASEMENT
- SECTION CORNER

**EASEMENT AREA**

0.98± ACRES

**OWNER**

MARNIX A. VERHOFSTE &  
HILDE M.L. DEBRUYNE



**PROPERTY & EASEMENT DESCRIPTIONS**

SEE SHEET 2 OF 2

<b>MIDAMERICAN ENERGY COMPANY</b>	
<b>MADISON COUNTY SECTION 14, T-77N, R-26W</b>	
<b>DRAWN BY:</b> MMD	<b>DATE:</b> 05-07-19
<b>CHECKED:</b> PJS	<b>SCALE:</b> 1" = 500'
<b>APPROVED:</b>	
<b>EXHIBIT "A"</b>	<b>MD-MS-018.000</b>
SHEET 1 OF 2	

## PROPERTY DESCRIPTION

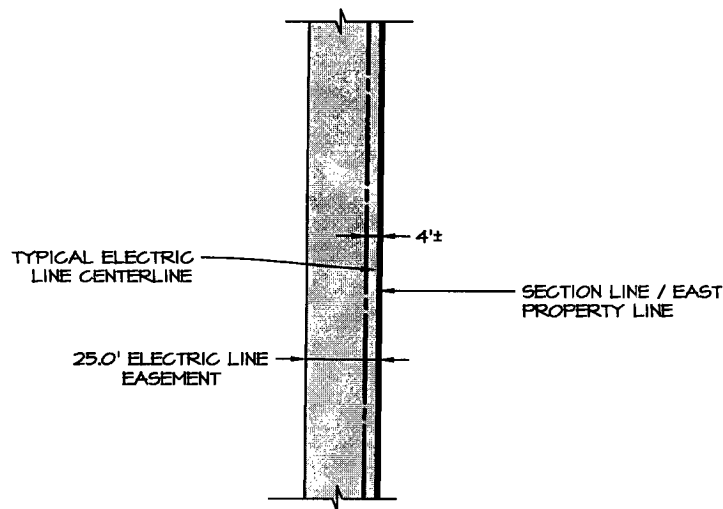
PARCEL "B": THE NORTHEAST QUARTER 1/4 AND THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, EXCEPT A TRACT COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTH 57 1/2 RODS, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 80 RODS, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 80 RODS, THENCE NORTH 37 1/2 RODS, THENCE WEST PARALLEL WITH SAID NORTH LINE 10 RODS, THENCE NORTH 20 RODS TO SAID NORTH LINE OF SAID SECTION, THENCE EAST ON SAID SECTION LINE 90 RODS TO THE POINT OF BEGINNING, CONTAINING 30 ACRES MORE OR LESS, ALL NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 14, THENCE N 83°57'26" E ALONG THE SECTION LINE, 1,150.21 FEET; THENCE S 0°18'51" W, 330.00 FEET; THENCE N 83°57'26" E, 165.00 FEET; THENCE S 0°18'51" W, 618.75 FEET; THENCE N 83°57'26" E, 1,320.00 FEET; THENCE S 0°18'51" W ALONG THE SECTION LINE, 1,701.02 FEET; THENCE S 83°54'58" W ALONG THE 1/4 SECTION LINE 2,637.82 FEET; THENCE S 84°06'41" W ALONG THE 1/4 SECTION LINE 654.55 FEET; THENCE N 0°04'43" W, 2,647.28 FEET; THENCE N 84°10'00" E ALONG THE SECTION LINE 660.27 FEET TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM A 7.029 ACRES PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 14, THENCE S 84°10'00" W ALONG THE SECTION LINE 660.27 FEET; THENCE S 0°04'43" W, 1,767.27; THENCE N 90°00'00" E, 440.00 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE N 0°00'00" E, 280.00 FEET; THENCE N 20°33'22" E, 170.88 FEET; THENCE N 90°00'00" E, 780.00 FEET; THENCE S 60°15'18" E, 80.62 FEET; THENCE S 47°43'35" W, 544.64 FEET; THENCE N 90°00'00" W, 470.00 FEET TO THE POINT OF BEGINNING.

## ELECTRIC LINE EASEMENT DESCRIPTION

THE EAST 25.0 FEET LYING PARALLEL TO THE EAST LINE OF SECTION 14, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA, OF PARCEL "B" IN THE NE 1/4 AND THE E 1/4 OF THE NW 1/4 OF SECTION 14, AS RECORDED IN BOOK 2005, PAGE 6132 OF THE MADISON COUNTY RECORDER'S OFFICE. SAID EASEMENT CONTAINS 0.98 ACRES, MORE OR LESS.



### EASEMENT DETAIL

SCALE: 1" = 50'

**OWNER**  
MARNIX A. VERHOFSTE &  
HILDE M.L. DEBRUYNE

NORTH



MIDAMERICAN ENERGY COMPANY

MADISON COUNTY  
SECTION 14, T-77N, R-26W

DRAWN BY: MMD DATE: 05-07-19

CHECKED: PJS SCALE: 1" = 50'

APPROVED:

EXHIBIT "A" MD-MS-018.000

SHEET 2 OF 2