

BK: 2023 PG: 1839  
Recorded: 8/8/2023 at 11:31:45.0 AM  
Pages 6  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.60  
Combined Fee: \$35.60  
Revenue Tax:  
BRANDY L. MACUMBER, 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>120000</u>	State of	<u>Iowa</u>
Work Req. No.	<u>3009994</u>	County of	<u>Madison</u>
Project No.	<u>A1145</u>	Section	<u>03</u>
		Township	<u>77</u> North
		Range	<u>27</u> West of the 5 <sup>th</sup> P.M.

1. For and in consideration of the sum of One Thousand Five Hundred and no/100---Dollar (\$1,500.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Knapp Oman, L.C.**, an Iowa limited liability company, 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:

See attached Exhibit "A" for legal description

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "B", 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 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, 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.

Dated this 7<sup>th</sup> day of AUGUST, 2023

**Knapp Oman, L.C., an Iowa limited liability company**

Signed: 

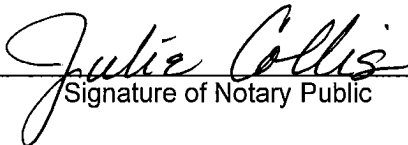
Printed: MARK OMAN

Title: MANAGER

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk ) ss

This record was acknowledged before me on August 7<sup>th</sup>, 2023,  
by Mark Oman as manager of  
Knapp Oman, L.C., an Iowa limited liability company.

  
Signature of Notary Public



## EXHIBIT "A"

The Southwest Quarter (1/4) of Section Three (3), in Township Seventy-seven (77) North, of Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., EXCEPT Parcel A located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Three (3), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M. Madison County, Iowa, as shown in Plat or Survey filed in Book 2, Page 747 on January 13, 1997; in the Office of the Recorder of Madison County, Iowa, AND EXCEPT a tract of land located in the Southwest Quarter (1/4) of Section Three (3), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa and described as follows: Commencing as a point or reference at the West Quarter (1/4) corner of said Section Three (3), thence South 00°00'00" East (assumed for the purpose of this description only) along the west line of said Southwest Quarter (1/4), 424.20 feet to the point of beginning; thence South 88°20' 12" East, 130.00 feet; thence South 00°00'00" West, 100.00 feet; thence North 88°20' 12" West, 130.00 feet to the west line of said Southwest Quarter (1/4); thence North 00°00'00" East along said west line, 100.00 feet to the point of beginning and containing 0.298 acres, more or less, including 0.092 acres for road right-of way over the west 40 feet thereof.

EXHIBIT "B"  
**EASEMENT**  
 NW1/4 SW1/4 SECTION 3-77-27  
 MADISON COUNTY, IOWA

PREPARED FOR:  
 MIDAMERICAN ENERGY COMPANY

PROPERTY OWNERS:  
 KNAPP OMAN, LC  
 12119 STRATFORD DRIVE #B  
 CLIVE, IA 50325

**LEGAL DESCRIPTION: PROPERTY WARRANTY DEED BOOK 2007, PAGE 86**  
 THE SOUTHWEST QUARTER (1/4) OF SECTION THREE (3), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, OF RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., EXCEPT PARCEL A LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION THREE (3), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 747 ON JANUARY 13, 1997, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (1/4) OF SECTION THREE (3), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA AND DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION THREE (3), THENCE SOUTH EAST (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4), 424.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°20' 12" EAST, 130.00 FEET; THENCE SOUTH 00°00'00" WEST, 100.00 FEET; THENCE NORTH 88°20'12" WEST, 130.00 TO THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE NORTH 00°00'00" EAST ALONG SAID WEST LINE, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.298 ACRES, MORE OR LESS, INCLUDING 0.092 ACRES FOR ROAD RIGHT-OF-WAY OVER THE WEST 40 FEET THEREOF.

**LEGAL DESCRIPTION: ELECTRIC EQUIPMENT EASEMENT**  
 AN ELECTRIC EQUIPMENT EASEMENT IN THE SW 1/4 OF SECTION 3-77-27 MADISON COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NW CORNER OF SAID SW 1/4; THENCE S88°42'56"E, 66.13 FEET ALONG THE NORTH LINE OF SAID SW 1/4 TO A POINT; THENCE S01°17'04"W, 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH LINE OF AN EXISTING 40.00 FOOT ROADWAY EASEMENT; THENCE S88°42'56"E, 16.00 FEET ALONG SAID EASEMENT TO A POINT; THENCE S01°17'04"W, 22.00 FEET TO A POINT; THENCE S38°09'16"W, 30.00 FEET TO A POINT; THENCE N51°50'44"W 20.00 FEET TO A POINT; THENCE N38°09'16"E, 30.00 FEET TO A POINT; THENCE N01°17'04"W 10.00 FEET TO THE POINT OF BEGINNING.

**LEGEND**

-----	EASEMENT LINES	I.R.	IRON ROD
-----	LOT LINES	P.O.B.	POINT OF BEGINNING
-----	EASEMENT LINES	P.O.R.	POINT OF REFERENCE
●	FOUND PROPERTY CORNER	P.O.T.	POINT OF TERMINUS
○	SET 5/8" I.R. W/ORANGE CAP #12265	M.	MEASURED BEARING & DISTANCE
I.P.	IRON PIPE	P.	PREVIOUSLY RECORDED BEARING & DISTANCE
		777	ADDRESS



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322  
 515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

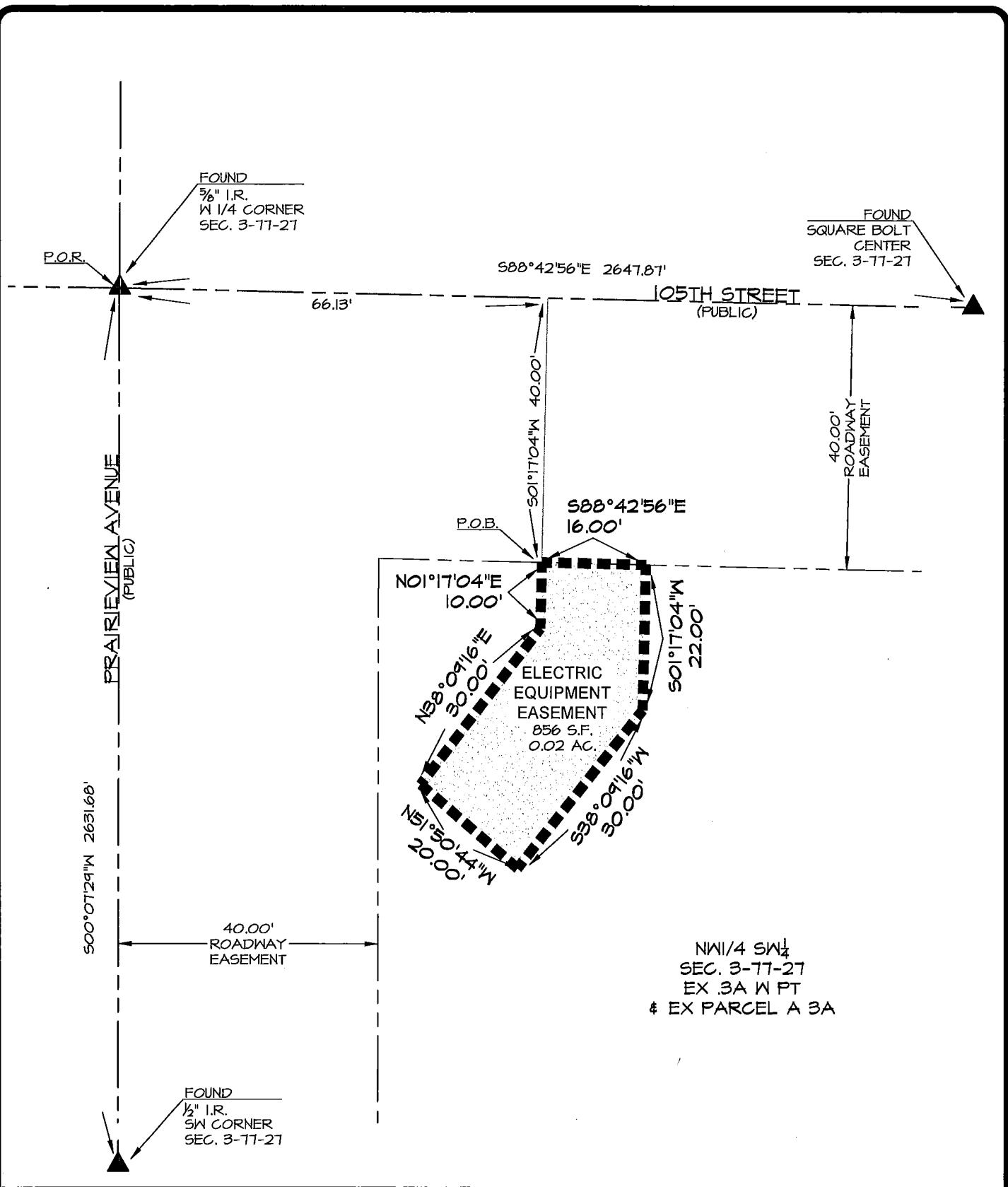
DATE: JULY 20, 2023  
 DESIGNED BY: PJS  
 DRAWN BY: JDS

SHEET

1

OF 2

57746



**CEC**  
Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322  
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

SCALE: 1" = 20'



NORTH



SHEET

2

OF 2

57746

DATE: JULY 20, 2023  
DESIGNED BY: PJS  
DRAWN BY: JDS