

BK: 2023 PG: 2356
Recorded: 9/26/2023 at 11:10:43.0 AM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and return to: Colby Hannasch SC3 712-277-7581
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 Douglas Street, Sioux City, IA 51101

**MIDAMERICAN ENERGY COMPANY
ELECTRIC TRANSMISSION LINE EASEMENT (OVERHANG AND ACCESS ONLY)**

Tract No.	<u>MS-WA-027.000</u>	State of	<u>IA</u>
Project No.	<u>T91EN</u>	County of	<u>Madison</u>
		Section	<u>12</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) **Everett L. Kenoyer, Sr., a married person**, its successors and assigns, and the undersigned tenant(s) and parties of interest (collectively the "Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement for the overhang of crossarms, electric supply line(s), insulators and other appurtenances and structures associated with electric supply lines for the transmission and distribution of electric energy and communication and electrical controls related to Grantee's operations (collectively "Facilities") adjacent to and overhanging the easement area described below ("Easement Area"), and the right to place poles, towers or other structures in contact with the earth in the Easement Area on a temporary basis during the construction, reconstruction or maintenance of Grantee's facilities, BUT NOT THE RIGHT OR PRIVILEGE TO PLACE POLES, TOWERS, OR OTHER PERMANENT STRUCTURES IN CONTACT WITH THE EARTH IN THE EASEMENT AREA. In addition, Grantee shall have the right and privilege to access its Facilities upon, over, along, across, and above the Easement Area including temporary access roads to construct, reconstruct, operate, maintain, replace or remove its Facilities adjacent to and overhanging the Easement Area described below, 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 Area, 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 and adjacent to and overhanging the Easement Area. .

DESCRIPTION OF PROPERTY AND EASEMENT AREA:
See attached 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 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.

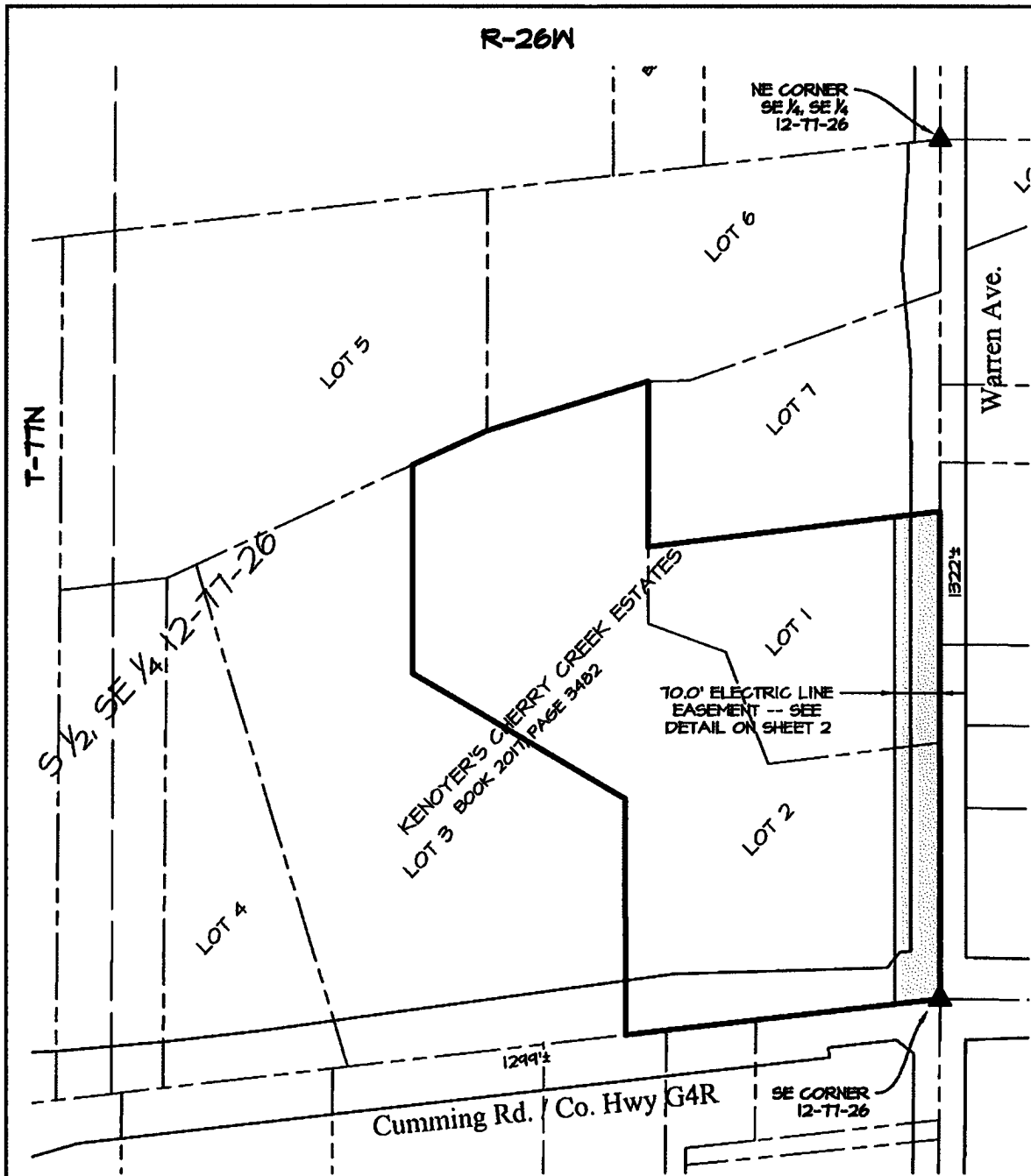
4. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to, fences, trees, plants, wells or other objects on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating 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
- ELECTRIC LINE EASEMENT
- SECTION CORNER

EASEMENT AREA

0.39± ACRES IN ADDITION TO EXISTING ROAD RIGHT-OF-WAY

OWNER
EVERETT L. KENOYER SR.



PROPERTY & EASEMENT DESCRIPTIONS

SEE SHEET 2 OF 2

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 12, T-77N, R-26W

DRAWN BY: MMD DATE: 05-20-19

CHECKED: PJS SCALE: 1" = 200'

APPROVED:

EXHIBIT "A" MD-MS-027.000

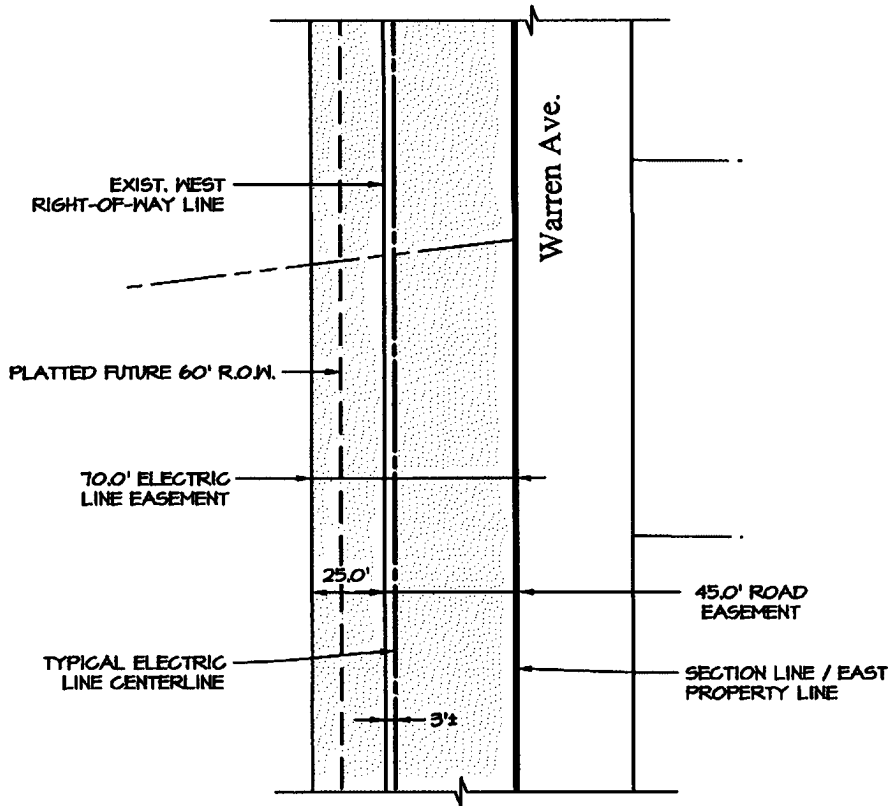
SHEET 1 OF 2

PROPERTY DESCRIPTION

LOTS 1 & 2 OF KENOYER'S CHERRY CREEK ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF MADISON COUNTY, IOWA.

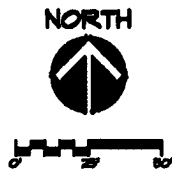
ELECTRIC LINE EASEMENT DESCRIPTION

THE EAST 70.0 FEET OF LOTS 1 & 2, LYING PARALLEL AND ADJACENT TO WARREN AVENUE, IN KENOYER'S CHERRY CREEK ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 1.20 ACRES, MORE OR LESS, WHICH INCLUDES 0.02 ACRES, MORE OR LESS OF EXISTING ROAD RIGHT-OF-WAY.



EASEMENT DETAIL
SCALE: 1" = 50'

OWNER
EVERETT L. KENOYER SR.



MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 12, T-77N, R-26W	
DRAWN BY: MMD	DATE: 05-20-19
CHECKED: PJS	SCALE: 1" = 50'
APPROVED:	
EXHIBIT "A"	MD-MS-027.000
SHEET 2 OF 2	