Book 2012 Page 1086 Type 06 001 Pages 3 Date 4/17/2012 Time 10:51 AM

Rec Amt \$17.00

INDX **ANNO** SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

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

## MIDAMERICAN ENERGY COMPANY UNDERGROUND ELECTRIC EASEMENT

Folder No. 104-12 Work Reg. No. DR2262766 Project No. 11145

State of lowa County of Madison Section 6

77

Township Range

28

North

West of the 5<sup>th</sup> P.M.

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 lowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) John N. Williamson and Geraldine M. Williamson, husband and wife (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, 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 B of Williamson Addition, an official plat now including and forming a part of the City of Earlham, Madison County, Iowa.

## **EASEMENT AREA:**

An underground electric easement described as follows:

Easement Area being 5 feet on each side of the following described line: Beginning at a point on the North property line of said Lot B, that is 50 feet, more or less, east of the northwest property corner; thence south a distance of 60 feet, more or less, to the point of terminus, as generally depicted on Exhibit "A" attached hereto and made a part hereof.

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.

Dated this 16 day of April, 20/2

John N. Williamson

Just Jun Williamson
Geraldine M. Williamson

Geraldine IVI. Williamson

**ACKNOWLEDGMENT** 

CECELIA SHUTT
Commission Number 736617
My Commission Expires
9-13-14

STATE OF  $\overline{J_0\omega a}$  ) so

COUNTY OF madison )

This instrument was acknowledged before me on

april 10

\_, 20<u>/ネ</u>, by<u>John</u>

N. Williamson and Geraldine M. Williamson, husband and wife.

Cecelia Shutt

Notary Public in and for said State

