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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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Prepared by and return to: Barbara Snider 515-281-2604  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>412-11A</u>	State of	<u>IA</u>	
Work Req. No.	<u>DR2257184</u>	County of	<u>Madison</u>	
Project No.	<u>11145</u>	Section	<u>13</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) R. Dixon Appel and Elizabeth Y. Appel, husband and wife as joint tenants with full rights of survivorship and not as tenants in common (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:

That part of the Northwest Quarter (1/4) of Section 13, Township 77 North, Range 26 West of the 5th P. M., Madison County, Iowa, more particularly described as follows: Commencing at the NW corner of Section 13, Township 77 North, Range 26 West of the 5th P. M.; thence S 0°03' 20"W along the west line of the NW 1/4 of said Section 13 for 60.44 feet to the South right-of-way line of County Road G-14; thence N 83° 07' 11" E along said south line for 570.00 feet to the Point of Beginning; thence continuing N 83° 07' 11" E along said south line for 769.34 feet; thence S 0° 03' 20" W for 1140.75 feet; thence S 83° 07' 11" W for 769.34 feet; thence N 0° 03' 20" E for 1140.75 feet to the Point of Beginning. This parcels contains 20.00 acres and is subject to all easements of record.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement being 5 feet on each side of the following described centerline: Beginning at a point on the North property line that is 190 feet east of the West property line, more or less; thence in a southerly direction for 240 feet, more or less; thence in a southeasterly direction for 30 feet, more or less, to the point of termination as generally depicted in Exhibit "A", attached hereto and made a part hereof.

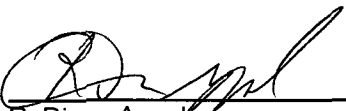
2. Additionally, Grantee shall have the right to remove from the easement area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said facilities and equipment.

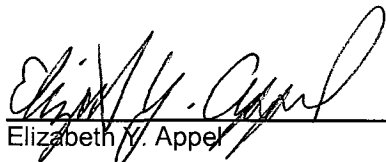
3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground 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.

Dated this 30 day of November, 2011

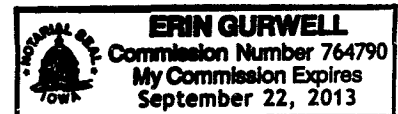
  
\_\_\_\_\_  
R. Dixon Appel

  
\_\_\_\_\_  
Elizabeth Y. Appel

County of Warren State of Iowa

 11/30/11

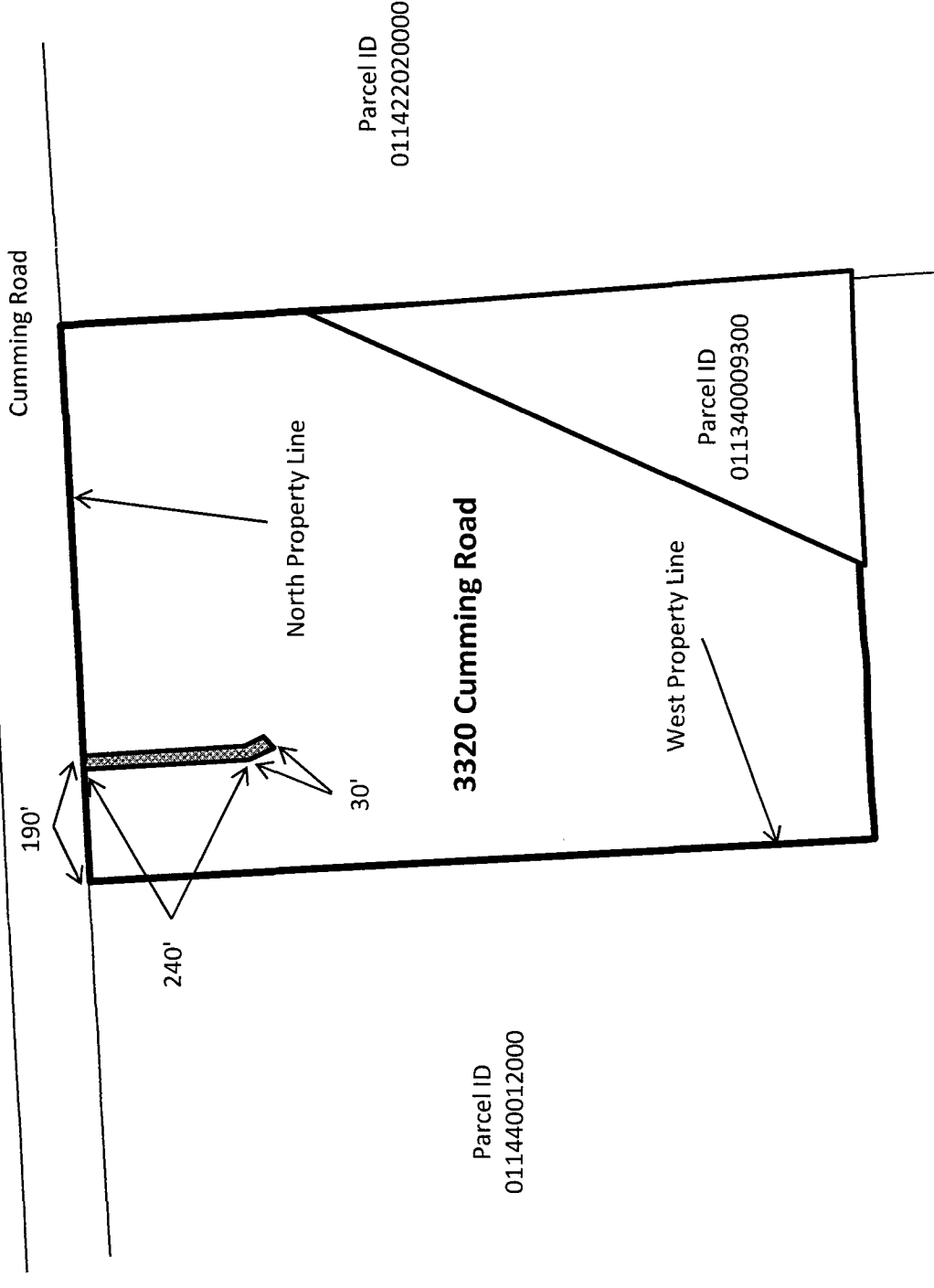
ACKNOWLEDGMENT ON NEXT PAGE



# Exhibit "A"

## 3320 Cumming Road

### █ = 10' Underground Electric Line Easement



	Customer: R. Dixon Appel and Elizabeth Y. Appel, husband and wife	DR # 2257184	
	Address: 3320 Cumming Road	Date: 11/23/2011	
Crew HQ:	City: Cumming, Madison County, IA	Scale: Not to Scale	
Job Desc: 10' Underground Electric Line Easement		Sec 13, T 77 N, R 26 W	