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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

127

Prepared by and return to: Jay Peterson 515-281-2713  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>123-12</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2277038</u>	County of	<u>Madison</u>
Project No.	<u>21145</u>	Section	<u>27</u>
		Township	<u>76</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) **Jonathon James Smith, in his own right** (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:

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

EASEMENT AREA:

An underground electric easement described as follows:

A Ten (10) foot by Five Hundred Twenty-five (525) foot easement area, more or less, the centerline of which begins at a point Six Hundred Twenty-five (625) feet west of the Northeast corner of said property, more or less, thence running in a Southwesterly direction for a distance of Thirty (30) feet, more or less, thence running in a Southeasterly direction for a distance of Four Hundred Ninety-five (495) feet, more or less, terminating at an above ground transformer. Said easement area is generally depicted on 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.

Dated this 21 day of May, 2012

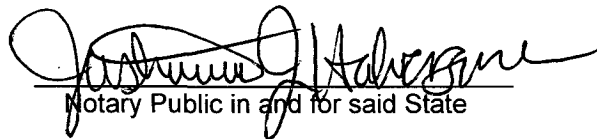
  
\_\_\_\_\_  
Jonathon James Smith

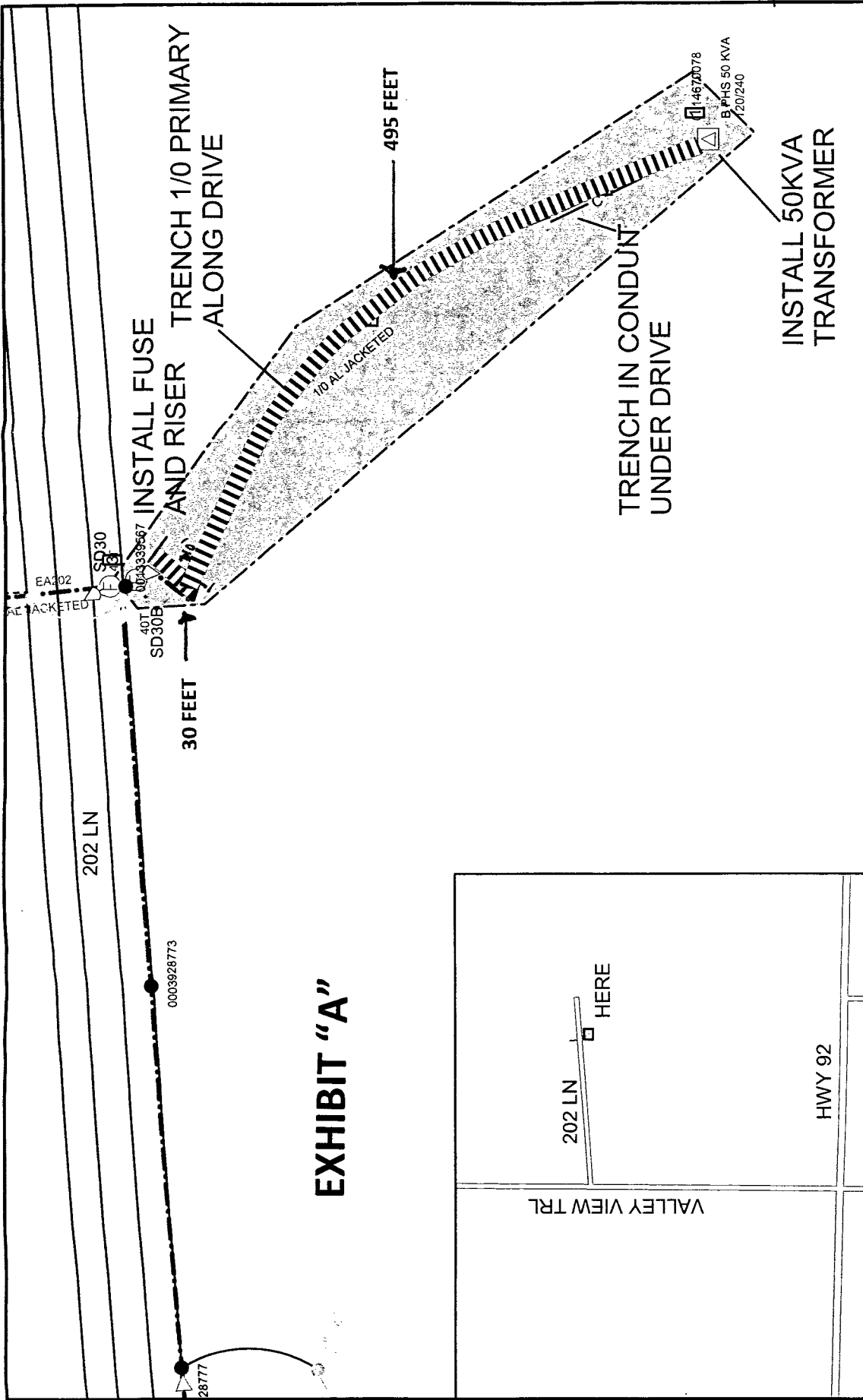
ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF Madison )<sup>ss</sup>

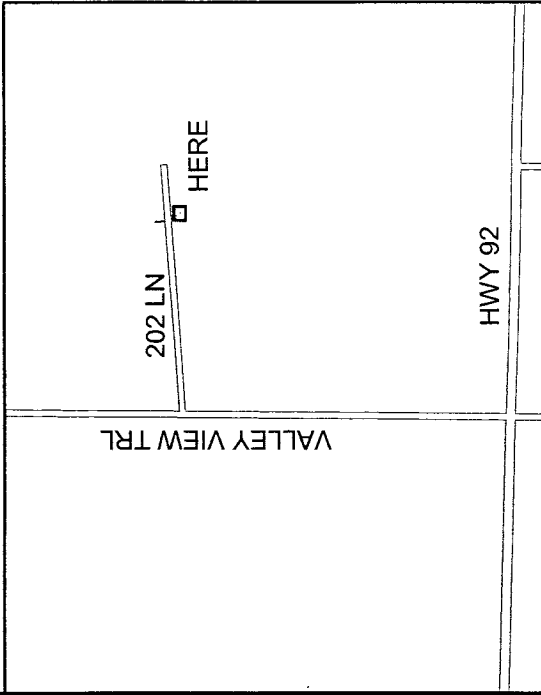
This instrument was acknowledged before me on May 21, 2012, by Jonathon James Smith.



  
\_\_\_\_\_  
Notary Public in and for said State



**EXHIBIT "A"**



<b>T76N-R26W-S27</b> <b>CRAWFORD (NW)</b>	<b>MidAmerican Energy</b> <small>UTILITY OF IOWA</small>	Cust: J J Addr: 3148 202ND City: MADISON COUNTY	WMS_REV:2277038-1 Date: 3/1/2012 Scale: Designer:DELOUIS, TONY E
	Crew HQ:DMWR Job Desc: INSTALL PRIMARY FOR NEW HOME	X = 1,547,144 Y = 495,302	LN X = 1,547,144 Y = 495,302

DISCLAIMER OF LIABILITY  
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.