



Document 2012 2126

Book 2012 Page 2126 Type 06 001 Pages 3

Date 7/19/2012 Time 11:01 AM

Rec Amt \$17.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared by and return to: Jamie Baker 515-242-3980
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>196-12A</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>DR2294457</u>	County of	<u>Madison</u>	
Project No.	<u>21145</u>	Section	<u>3</u>	
		Township	<u>76</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) **Richard Dennis Dickinson, II and Rose Ann Dickinson, 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:

Parcel "D" in the Southeast Quarter of the Northwest Quarter of Section 3, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Center of Section 3, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa thence South 85°22'23" West 385.01 feet along the South line of the Southeast Quarter of the Northwest Quarter of said Section 3; thence North 01°23'12" West 1,319.91 feet to the North line of said Southeast Quarter of the Northwest Quarter; thence North 85°22'06" East 328.97 feet along said North line; thence South 03°49'11" East 1,317.97 feet along an existing fence to the Point of Beginning containing 10.80 acres including 0.29 acres of County road right-of-way.

EASEMENT AREA:

A 10 foot wide 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 west property line of said Parcel "D" that is 35 feet, more or less, north of the south property line; thence northeasterly for a distance of 32 feet, more or less; thence north for a distance of 813 feet, more or less, to the point of termination as 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.

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 13 day of July, 2012


Richard Dennis Dickinson, II


Rose Ann Dickinson

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Warren) ss

This instrument was acknowledged before me on July 13th, 2012, by Richard Dennis Dickinson, II and Rose Ann Dickinson, husband and wife.



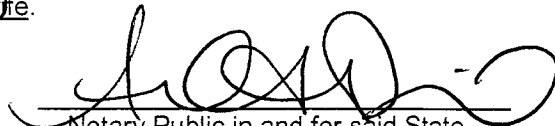

Notary Public in and for said State

Exhibit "A"



Customer: Richard & Rose Dickinson
Address: Parcel D
City: Cumming, Madison County, IA

Job Desc: Underground Electric Easement

DR #2294457
Date: 7/6/12
Sec 3, T 76 N, R 26 W

Scale: Not to Scale

