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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

E/ Prepared by and return to: Bob Young 515 252 6747
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
OVERHEAD ELECTRIC EASEMENT**

Folder No.	<u>054-11</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2223947</u>	County of	<u>Madison</u>
Project No.	<u>11145</u>	Section	<u>25</u>
		Township	<u>77</u> North
		Range	<u>27</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) **Robert F. Baur and Caroline C. Baur, 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 electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "facilities") upon, over, along, 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").

PROPERTY LEGAL DESCRIPTION:

The NW $\frac{1}{4}$ and W 3/4 of N $\frac{1}{2}$ NE $\frac{1}{4}$; the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, except a tract commencing 10 rods and 14 $\frac{1}{2}$ feet N of the SW corner thereof, thence S to the SW Corner thereof, thence E 80 rods, thence N 3 rods, 14 $\frac{1}{2}$ feet, thence W to a point 6 rods 4 $\frac{1}{2}$ feet E of the W line thereof, th. NW 9 rods; 12 $\frac{1}{2}$ feet to the point of beginning; a tract of land commencing 866 feet W of the NE Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence E to the NE Corner thereof, thence South 837 feet; thence NW to the point of beginning and containing 8.43 acres; and a tract of land commencing at the NW Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, thence E 61 rods and 2 feet, thence Southwesterly to a point 71 rods S of the point of beginning, thence N 71 rods to the point of beginning; all in Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

2. Additionally, Grantee shall have the right to remove from the easement area described below, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper 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 below, 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 right 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 Iowa Utilities Board or its successor.

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. Except during the initial construction and installation of the facilities, 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.

EASEMENT AREA DESCRIPTION:

An overhead electric easement described as follows:

A 10-foot wide overhead electric line easement as generally depicted on Exhibit "A", attached hereto and made a part hereof.

Dated this 30th day of July, 2012

BY: Robert F. Baur
Robert F. Baur

BY: Caroline C. Baur
Caroline C. Baur

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

This instrument was acknowledged before me on July 30th, 2012 by Robert F. Baur and Caroline C. Baur, husband and wife

Josephine Silver
Notary Public in and for said State

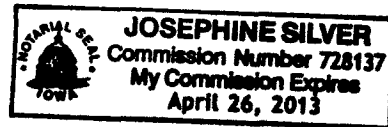
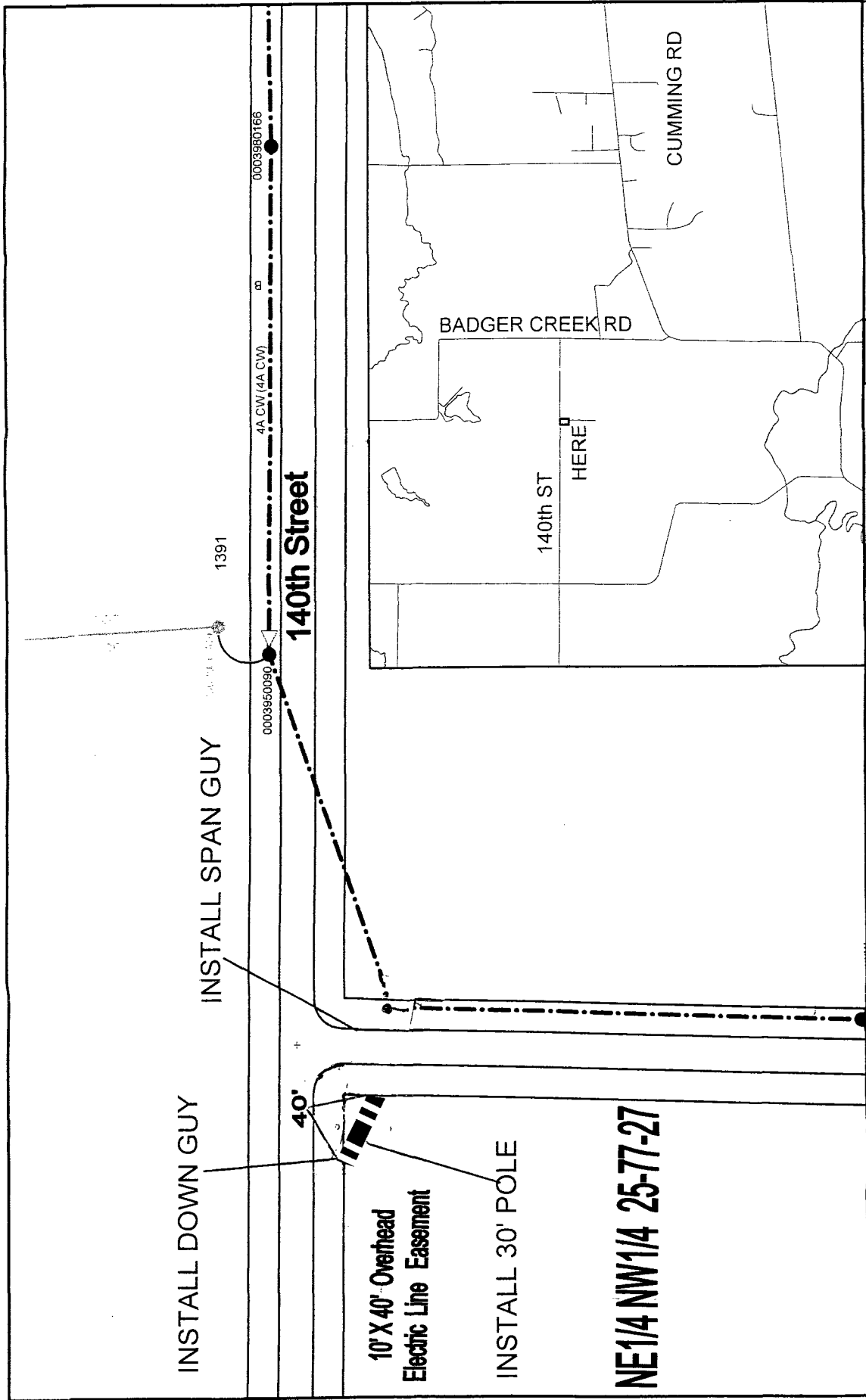


Exhibit "A"



S

	Customer: Robert and Caroline Baur	DR2223947
	Address: 2752 140th Street	Date: 3/10/11
Crew HQ:	Van Meter, Madison County, Iowa	Sec 25, T77N, R27W
Job Desc:	Overhead Electric Line Easement	
= Easement Marking		
Scale: Not to Scale		
XY Grid:		