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INDX 1 ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

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. 319-13 Work Rea. No.

Project No.

DR2366300 31145

State of County of lowa Madison

Section

2

Township

77 North

Range

West of the 5<sup>th</sup> P.M. 29

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 lowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) Rebecca L. Siepel, a single person, (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 earess 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 A located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows Beginning at the Southwest corner of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Two (2). thence on an assumed bearing of North 00°15'03" East along the West line of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Two (2) a distance of 350 00 feet, thence North 89°59'33" East 1290 41 feet, thence South 00°19'32" West 350 00 feet to the south line of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Two (2), thence South 89°59'33" West along said (1/4) of the Northeast Quarter (1/4) of said Section Two (2) and the point of beginning Said tract contains 10 37 acres and is subject to a Madison County Highway Easement over the southerly 1 63 acres thereof

## **EASEMENT AREA**:

A 10--foot overhead electric line easement on each parcel 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 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 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. 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 6 day of November, 2013
Rebecca L. Siepel
ACKNOWLEDGMENT
STATE OF <u>Iowa</u> ) ss COUNTY OF <u>Polk</u>
COUNTY OF Polk ss
This instrument was acknowledged before me on <u>November</u> , 20 <u>13</u> , by Rebecca L. Siepel, a single person



Notary Public in and for said State

Exhibit "A"

