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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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F/ Prepared by and return to: Sara Houlihan 515-281-2334
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>175-14</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2414872</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>25</u>
		Township	<u>77</u> North
		Range	<u>28</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) **Burkett Construction, LLC** (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:

A parcel of land located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 5.000 acres, as shown in Plat of Survey filed in Book 2, Page 144 on March 22, 1989, in the Office of the Recorder of Madison County, Iowa.

EASEMENT AREA:

A Ten (10') feet wide underground electric easement, over, under, and across the above described parcel; centerline of which is more accurately described as follows:

Commencing at a point on the North property line Two-hundred Forty feet (240'), more or less, East of the NW corner of the above described parcel; thence running in a Southeasterly direction a distance of Forty feet (40'), more or less, to and including a pad-mounted transformer and Point of Termination.

As shown 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 12th day of August, 2014

Burkett Construction, LLC

Signature: [Handwritten Signature]
Name Printed: Andrew Burkett
Title: Owner

ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Polk) ss

This record was acknowledged before me on August 12th, 2014,
by Andrew Burkett as Owner of

Burkett Construction, LLC

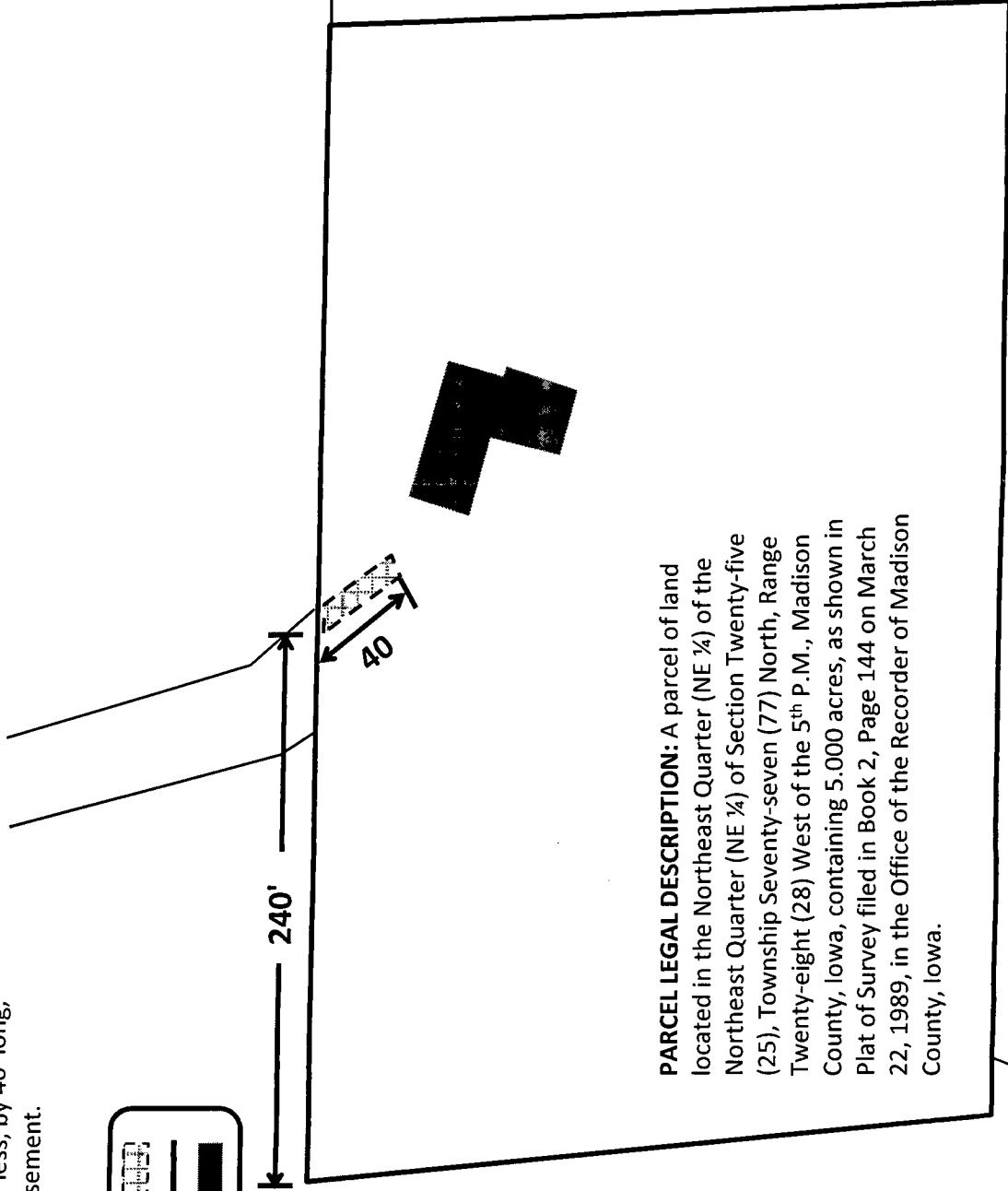


[Handwritten Signature]
Signature of Notary Public

Exhibit "A"

EASEMENT AREA: A 10' wide, more or less, by 40' long, more or less, underground electric easement.

LEGEND:



PARCEL LEGAL DESCRIPTION: A parcel of land located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 5.000 acres, as shown in Plat of Survey filed in Book 2, Page 144 on March 22, 1989, in the Office of the Recorder of Madison County, Iowa.



Grantor: Burkett Construction, LLC
Address: 1392 US Hwy 169
City: Winterset

Scale: Not to Scale
Folder: 175-14

DR # 2414872
Date: 7/18/14
Sec 25, **T** 77 **N**, **R** 28W



Job Desc: Underground Electric Easement