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Document 2015 2595

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Fee Amount: \$22.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX
ANNO
SCAN
CHEK

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
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>242-15</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2476768X</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>15</u>
		Township	<u>77</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 owners(s) **Jamey R. Meyer and Jocelyn S. Meyer, as joint tenants with full rights of survivorship and not as tenants in common**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s), underground conduit, wires and cables 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") under and on the surface of the ground and upon, over, along, 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:

Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) in Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

EASEMENT AREA:

A Ten feet (10') wide overhead and underground electric easement over, under, across and through part of the previously described property, the Centerline of which is described as follows:

Commencing at a point on the West right-of-way line of Cumming Road being Five-Hundred Sixty-Eight feet (568'), more or less, North of the Southeast corner of the above described parcel; thence running in a Northwesterly direction a distance of Six-Hundred Ten feet (610'), more or less, to and including a pad-mounted transformer; 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.

5. Grantor and Grantee each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any dispute arising under this easement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof. To the fullest extent permitted by law, Grantor and Grantee each hereto waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Grantor and Grantee each further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

8. 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.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this 31st day of August, 2015

Jamey R. Meyer
Jamey R. Meyer

Jocelyn S. Meyer
Jocelyn S. Meyer

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF POIK) ss

This record was acknowledged before me on August 31, 2015, by Jamey R. Meyer and Jocelyn S. Meyer, husband and wife.

Amy J. Black
Signature of Notary Public

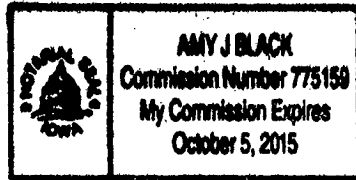
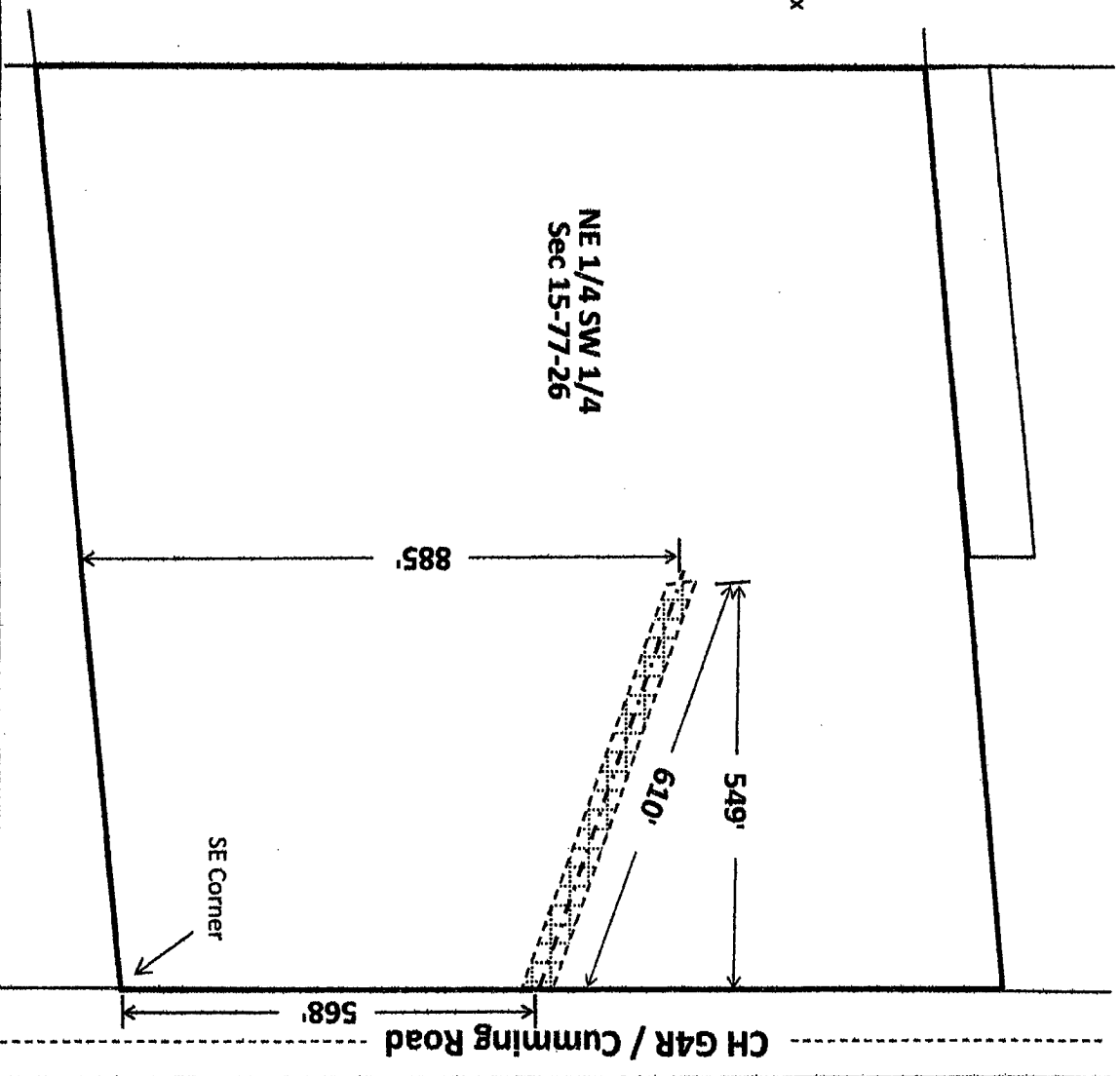
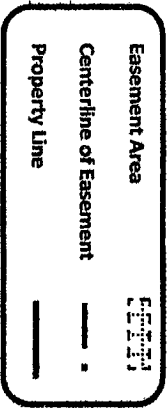


Exhibit "A"

EASEMENT AREA: A 10' wide by 610' long, more or less, overhead and underground electric easement.

PARCEL LEGAL DESCRIPTION: Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) in Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

LEGEND:



Deed Holder: Jamey R. and Jocelyn S. Meyer
Address: 3169 Cumming Road
City: Cumming

Scale: Not to Scale
Folder: 242-15

DR #2476768X
Date: 8/28/15
Sec 15, T 77N, R 26W

Job Desc: Overhead and Underground Electric Easement

