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INDX ✓
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

EV ✓

Prepared by and return to: Crystal Dinsmore 515-281-2202
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>307-15</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2503472X</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>5</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) **Frank James Eugene Lindsey and Kathryn Markey Lindsey, husband and wife, as joint tenants with full rights of survivorship and not 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:

Lot 3 in Lindsey Farm Plat One, an Official Plat now included in and forming a part of Section 5, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa.

EASEMENT AREA:

An overhead electric easement described as follows: Said easement being a Ten (10) feet wide by Two Hundred and Forty (240) feet long area, more or less, with a centerline beginning at a point along the East property line that is approximately Forty-five (45) feet, South of the North property line; thence Northwesterly approximately Two Hundred and Forty (240) feet, more or less; to a point of terminus as generally depicted on Exhibit "A", attached hereto and made a part hereof.

An underground electric easement described as follows: Said easement being a Ten (10) feet wide by Ninety (90) feet long area, more or less, with a centerline beginning at a point along the East property line that is approximately Forty-five (45) feet, South of the North property line, and approximately Two Hundred and Forty (240) feet, West of the East property line; thence Northwesterly approximately Ninety (90) feet, more or less; to a point of terminus 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.

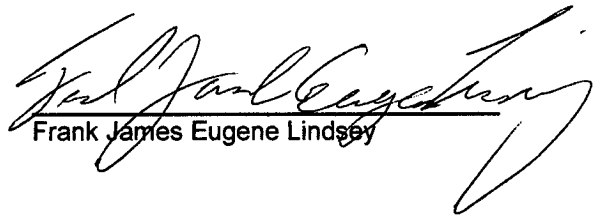
7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; 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.

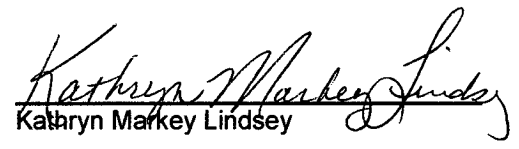
8. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

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 15 day of OCT, 2015


Frank James Eugene Lindsey


Kathryn Markey Lindsey

ACKNOWLEDGMENT

STATE OF IA)
COUNTY OF Dallas) ss

This record was acknowledged before me on October 15, 2015, by Frank James Eugene Lindsey and Kathryn Markey Lindsey, husband and wife.



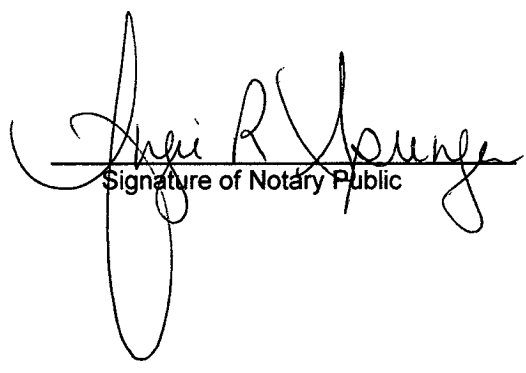

Signature of Notary Public

EXHIBIT "A"

Legend

- P.O.B. - Point of Beginning
- Subject Property Line & ROW
- Underground Electric Easement
- Overhead Electric Easement

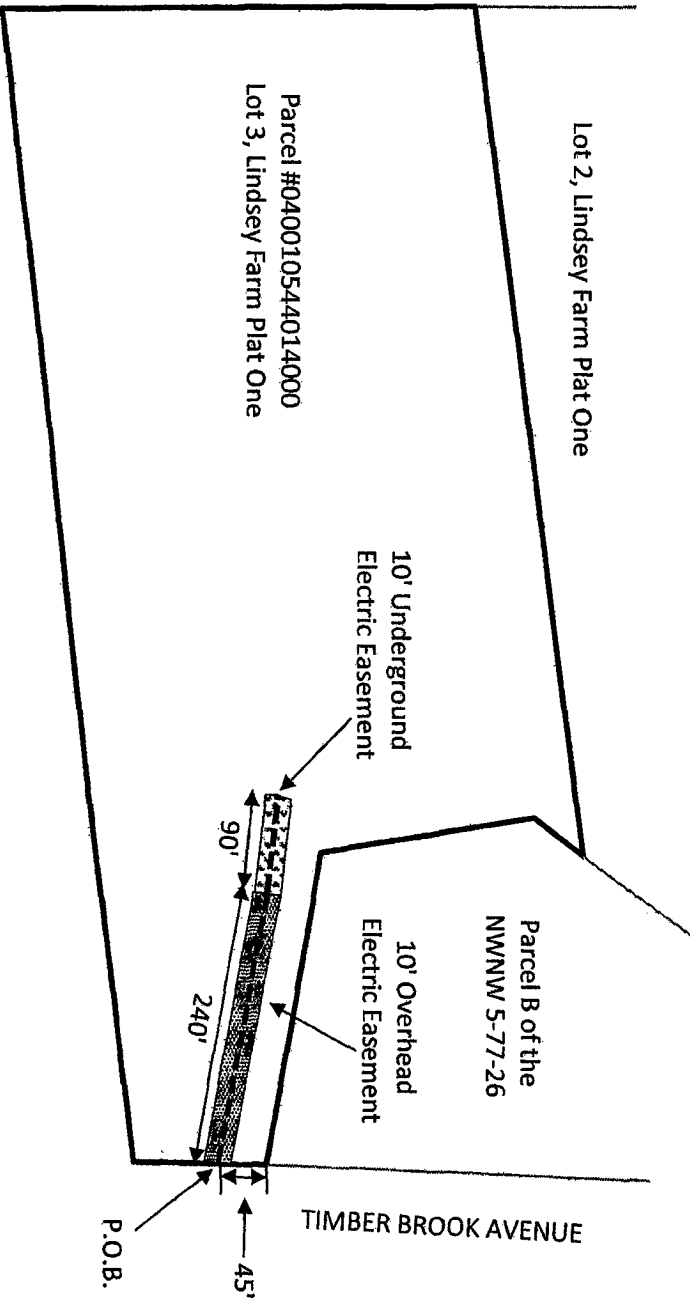
Parcel Legal Description:

Lot 3 in Lindsey Farm Plat One, an Official Plat now included in and forming a part of Madison County, Iowa.

Easement Area:

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	Customer: Frank James Eugene and Kathryn Markey Lindsey	DR # 2503472	
	Address: 1027 Timber Brook Ave.	Scale: Not to Scale	
	City: Van Meter	State: Iowa	Folder: 307-15
	Job Desc: Overhead and Underground Electric Easement		Sec 5, T 77N, R26 W