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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

Prepared by and return to: Brian Van Brogen 515-281-2604  
MIDAMERICAN ENERGY.ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES.MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC EASEMENT**

|               |                  |           |  |
|---------------|------------------|-----------|--|
| Folder No.    | <u>300-15</u>    | State of  | <u>Iowa</u>                                |
| Work Req. No. | <u>DR2494809</u> | County of | <u>Madison</u>                             |
| Project No.   | <u>A1146</u>     | Section   | <u>13 SW</u>                               |
|               |                  | Township  | <u>76</u> North                            |
|               |                  | Range     | <u>26</u> West of the 5 <sup>th</sup> 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) **Michael L. Cassady and Stephanie A. Cassady, husband and wife**, 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 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:

Parcel "F" a part of the Southwest Quarter of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, as shown on the Plat of Survey recorded in Book 2015, Page 1919 in the Office of the Madison County Recorder.

EASEMENT AREA:

A 10-foot wide underground 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 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.

6. 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.

7. 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.

8. 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.

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 20<sup>th</sup> day of October, 2015

Michael L. Cassady  
Michael L. Cassady

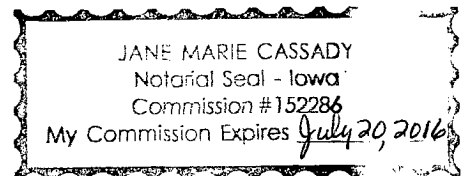
Stephanie A. Cassady  
Stephanie A. Cassady

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Madison )<sup>ss</sup>

This instrument was acknowledged before me on October 20, 2015, by  
Michael L. Cassady and Stephanie A. Cassady, husband and wife.

Jane Marie Cassady  
Notary Public in and for said State



# EXHIBIT "A"

**Legend**

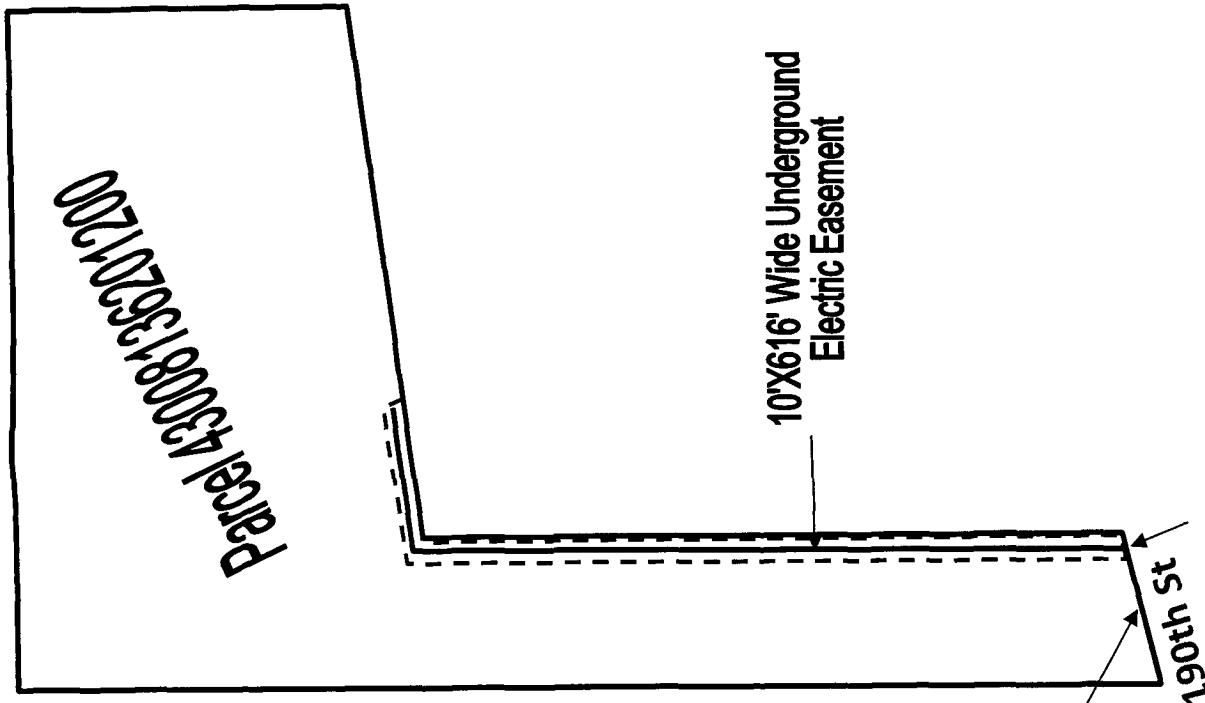
- - Subject Property Line and Right of Way Line
- - Easement Area
- P.O.B. - Point of Beginning

**Parcel Legal Description:**

Parcel "F" a part of the Southwest Quarter of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, as shown on the Plat of Survey recorded in Book 2015, Page 1919 in the Office of the Madison County Recorder.



**Easement Area:**

Said easements being a Ten (10) feet wide by Six Hundred Sixteen (616) feet long area, more or less, with a centerline Beginning at a point on the North Right of Way Line of 190th Street as it is presently established and approximately Five (5) feet West of the East property line; thence Northerly approximately Five Hundred Thirty (530) feet, more or less; thence Northeasterly approximately Eighty Six (86) feet, more or less; to a point of terminus.



North R.O.W. Line 190th St

P.O.B.

|   |   |                      |   |
|---|---|----------------------|---|
|  | Customer: Michael and Stephanie Cassidy | Work Request 2494809 |  |
|   | Address: 3331 190th Street              | 10/13/2015           |   |
| City: Prole, Iowa   | Scale: Not to Scale                     | 300-15               |   |
| Job Desc: Underground Electric Easement   |   |                      | Sec 13, T 76 N, R 26 W  |