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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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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>336-15</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2509441</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>29 NE</u>
		Township	<u>77</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) **Nick V. Passolano and Lisa L. Passolano, husband and wife, 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 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:

Lot Thirteen (13) of Phase I, Timber Ridge Estates, located in the Northeast Quarter (1/4) of Section Twenty-nine (29) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

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 10 day of November, 2015

  
Nick V. Passolano

  
Lisa L. Passolano

ACKNOWLEDGMENT

STATE OF IOWA )  
                                  )  
COUNTY OF POLK ) SS




This instrument was acknowledged before me on NOVEMBER 10, 2015, by  
Nick V. Passolano and Lisa L. Passolano, husband and wife.

  
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Notary Public in and for said State



# EXHIBIT "A"

## Legend

	- Subject Property Line & ROW
	- Easement Area
	- Point of Beginning

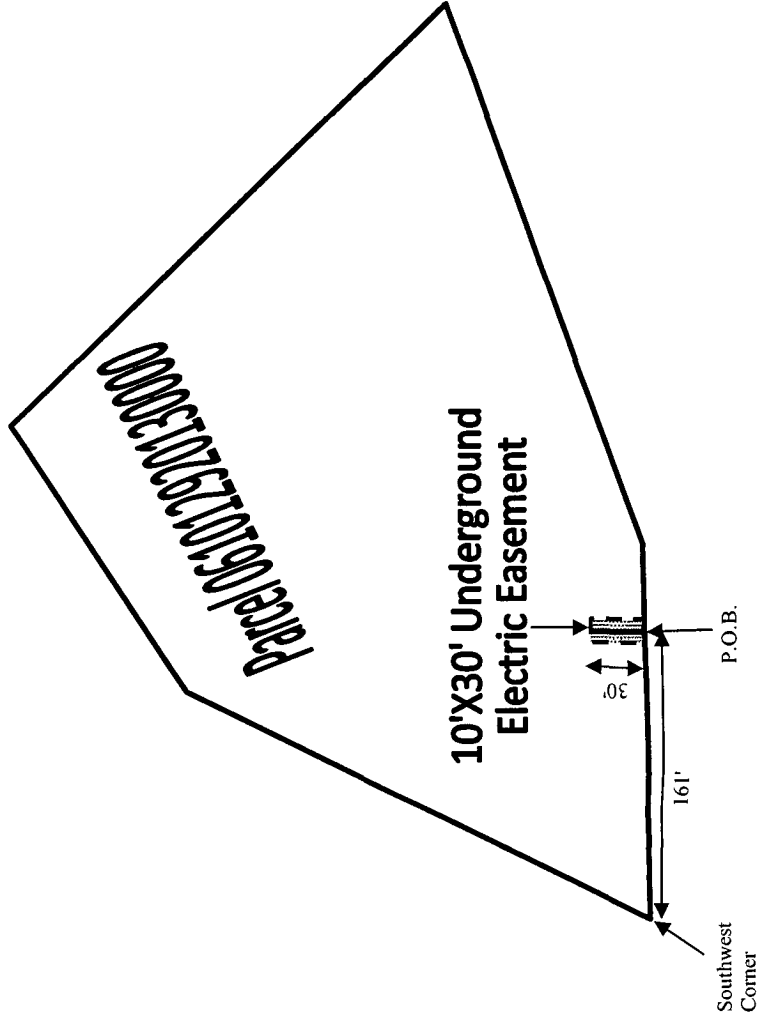
### Parcel Legal Description:

Lot Thirteen (13) of Phase I, Timber Ridge Estates, located in the Northeast Quarter (1/4) of Section Twenty-nine (29) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

### Easement Description:

A 10.00 foot wide underground electric easement, the Centerline of said easement is more accurately described as follows:

Commencing at the Southwest corner of the previously described parcel; thence Easterly along the South property line a distance of One Hundred Sixty One(161) feet, more or less, to the point of Beginning of said Centerline; thence Northerly approximately Thirty (30) feet, more or less; to a point of terminus.



**MidAmerican ENERGY**  
UNIVERSITY MICROFILMS INTERNATIONAL

Customer: Nick and Lisa Passolano  
 Address: 2975 144th Court  
 City: Van Meter, Iowa

Scale: Not to Scale  
 Folder: 336-15

WR: 2509441  
 11/2/2015  
 Sec 29, T 77 N, R 26 W

Job Desc: Underground Electric Easement

