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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared by and return to: Jay Peterson 515-281-2713
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>030-16</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2515276</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>6</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) **Rodney M. Ramsey, as Trustee of the Rodney M. Ramsey Trust and Connie J. Ramsey, as Trustee of the Connie J. Ramsey Trust**, 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:

A tract in the Northwest Quarter of Section Six, Township Seventy-seven North, Range Twenty-eight West of the 5th P.M., City of Earlham, Madison County, Iowa as described on Exhibit "A", attached hereto and made a part hereof.

EASEMENT AREA:

A 10 foot by 230 foot, more or less, underground electric line easement with a centerline beginning at a point 125 feet North of the Southwest Corner of the above described property, thence running East for a distance of 230 feet, terminating at that point.

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 24 day of March, 2016

Rodney M. Ramsey
Rodney M. Ramsey
Trustee of the Rodney M. Ramsey Trust

Connie J. Ramsey
Connie J. Ramsey
Trustee of the Connie J. Ramsey Trust

ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

This instrument was acknowledged before me on March 24, 2016, by
Rodney M. Ramsey, as Trustee of the Rodney M. Ramsey Trust.



Tami Rice
Notary Public in and for said State

ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

This instrument was acknowledged before me on March 24, 2016, by
Connie J. Ramsey, as Trustee of the Connie J. Ramsey Trust.



Tami Rice
Notary Public in and for said State

EXHIBIT "A"

Commencing at the West Quarter Corner of Section 6, Township 77 N., Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of the Northwest Quarter (NW¼) of said Section 6 North 90°00'00" East 1178.20 feet; thence North 00°37'09" East 461.78 feet to the point of beginning; thence continuing North 00°37'09" East 726.76 feet; thence North 90°00'00" East 599.41 feet; thence South 00°37'09" West 726.76 feet; thence South 90°00'00" West 599.41 feet to the point of beginning, containing 10 acres more or less; AND Beginning at a point 1,073.81 feet West and 336 feet North of the center of Section 6, thence North 126 feet, thence East 178.91 feet, thence South 126 feet, thence West 178.91 feet to the point of beginning;

AND

Commencing 54 rods and 2 feet West of the Southeast corner of the Southeast Quarter of the Northwest Fractional Quarter (SE ¼ NW frl ¼) of Section 6, in Township 77 N., Range 28 W. of the 5th P.M., Madison County, Iowa, and running thence North 28 rods, thence West 19 rods and 5 inches, thence South 28 rods, thence East to the place of beginning, except the following-described real estate: Commencing 1,046 feet West of the Southeast corner of the Southeast Quarter of the Northwest Fractional Quarter (SE ¼ NW frl ¼) of said Section 6, thence North 303 feet, thence East 153 feet, thence North 126 feet, thence West 313.91 feet to a Railroad iron marking the right-of-way line of Highway No. 232, thence South on said right-of-way line 429 feet to a Railroad iron marking the right-of-way of Highway No. 232 and County Road, thence East to point of beginning, all in said Section 6;

AND

The West 60 feet of the following described tract of land: Commencing at a point 359.3 feet West of the Southeast corner of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 6 in Township 77 N., Range 28 W. of the 5th P.M., Madison County, Iowa, and running thence North 429 feet, thence West 255.1 feet, thence South 429 feet to the South line of said quarter section, thence East 251.2 feet to the point of beginning;

AND

Commencing at a point 37 rods W. of the Southeast Corner of the Northwest Fractional Quarter (NW frl ¼) of Section 6, in Township 77 N., of Range 28 W. of the 5th P.M., and running thence West 17-1/7th rods, thence North 28 rods, thence E. 17-1/7th rods, thence South 28 rods to the place of beginning, all in Madison County, Iowa.