

22



Document 2016 971

Book 2016 Page 971 Type 06 001 Pages 4
Date 4/18/2016 Time 11:51:13AM
Rec Amt \$22.00

✓ INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

✓ 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. 078-16
Work Req. No. DR2517574
Project No. A1146

State of Iowa
County of Madison
Section 28
Township 77 North
Range 26 West of the 5th 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) **Jim Van Waus and Juanita Van Waus, a married couple, as joint tenants with full rights of survivorship and not a 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 6 in Lakeview Rural Estates, a subdivision of the Northeast ¼ of Section 28, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa.

Said property is locally known as 1418 Utopia Court.

EASEMENT AREA:

A 10 foot wide by 95 foot long, more or less, easement area 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 4 day of April, 2016

Jim Van Waus
Jim Van Waus

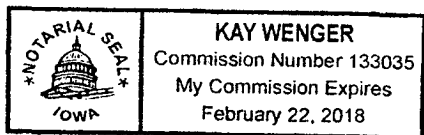
Juanita Van Waus
Juanita Van Waus

ACKNOWLEDGMENT

STATE OF IOWA)
) ss
COUNTY OF IOWA)

This record was acknowledged before me on April 11, 2016, by
Jim Van Waus and Juanita Van Waus, a married couple.

Kay Wenger
Signature of Notary Public

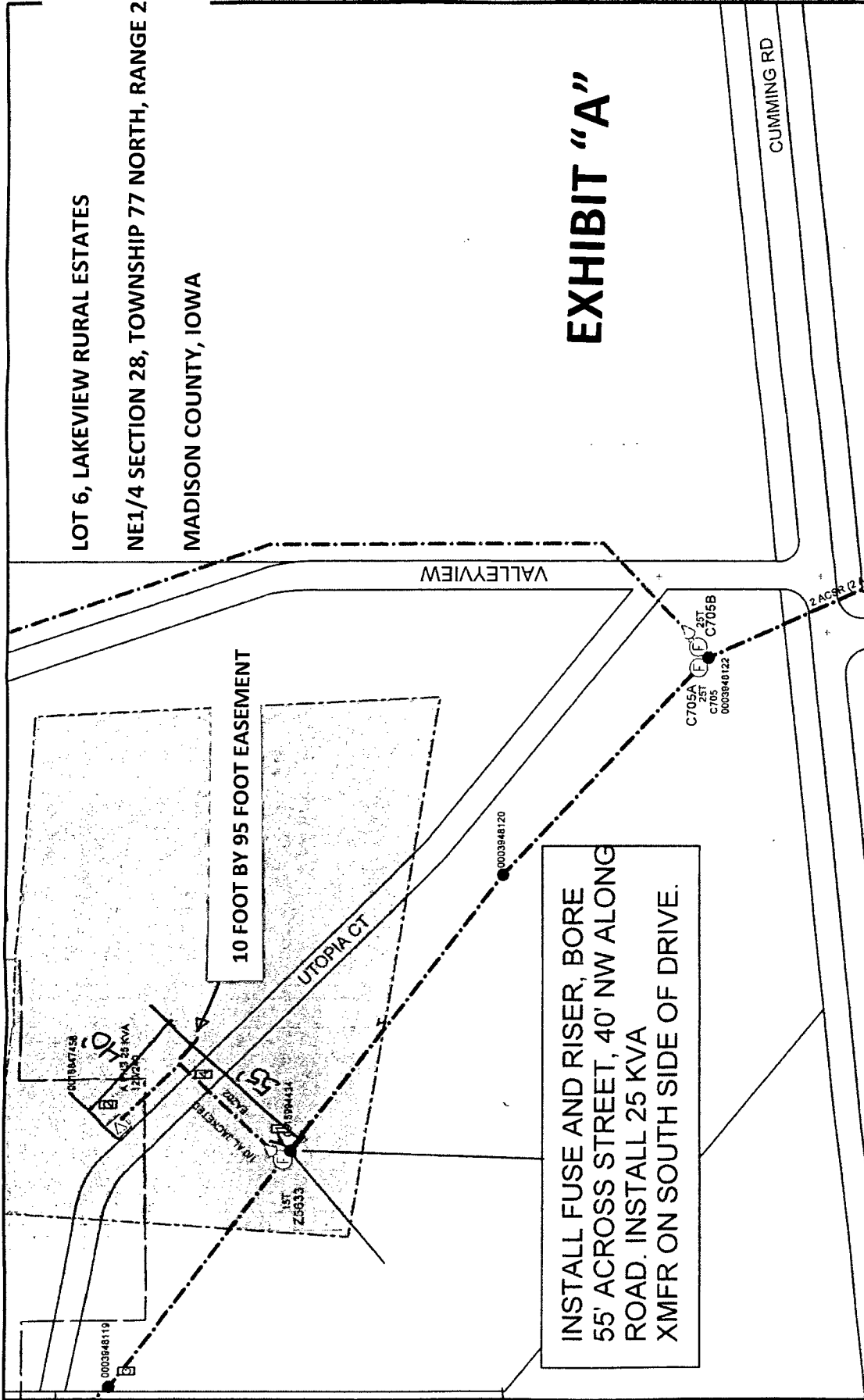


LOT 6, LAKEVIEW RURAL ESTATES

NE1/4 SECTION 28, TOWNSHIP 77 NORTH, RANGE 26 WEST

MADISON COUNTY, IOWA

EXHIBIT "A"



INSTALL FUSE AND RISER, BORE
 55' ACROSS STREET, 40' NW ALONG
 ROAD. INSTALL 25 KVA
 XMFR ON SOUTH SIDE OF DRIVE.

10 FOOT BY 95 FOOT EASEMENT

UTOPIA CT

VALLEYVIEW

CUMMING RD

WMS_REV:2517574-1
 Date: 12/1/2015
 Scale: 1 IN = X FT
 Designer: LAPOINT,COURTNEY M



CT
 X = 1544580 Y = 525980

MidAmerican Energy
 Cust: MEC CUST UTOPIA
 Addr: 1419
 City: VAN METER
 Crew HQ: DMMWR
 Job Desc: PLACE POLE ACROSS ROAD TO SERVE NEW 200 AMP HOME.

DISCLAIMER OF LIABILITY
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.