



Document 2016 1456

Book 2016 Page 1456 Type 06 001 Pages 4  
Date 5/26/2016 Time 10:22:46AM  
Rec Amt \$22.00

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

Prepared by and return to: Jason Romey (515) 242-4070  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>281-15</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2498431X</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>2</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 A. Fasano and Gwen C. Fasano, 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:**

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except a parcel of land in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2), more particularly described as follows: Beginning at the Southeast corner of said Section Two (2), thence South 85°02'00" West along the south line of Section Two (2), 542.54 feet, thence North 0°00' 426.77 feet, thence North 90°00' East, 540.50 feet to the east line of Section Two (2), thence South 0°00" 379.80 feet to the point of beginning, said excepted parcel containing 5.00 acres including roadway, and except Parcel "B", located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2), as shown in Plat of Survey filed in Book 3, Page 387 on February 16, 1999 in the Office of the recorder of Madison County, Iowa.

**EASEMENT AREA:**

A 10.00 feet wide underground electric easement over, under, across and through part of the previously described property more accurately described and 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 30 day of October, 2015

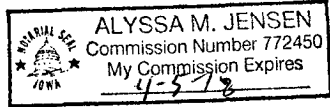
Nick A. Fasano  
Nick A. Fasano

Gwen C. Fasano  
Gwen C. Fasano

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

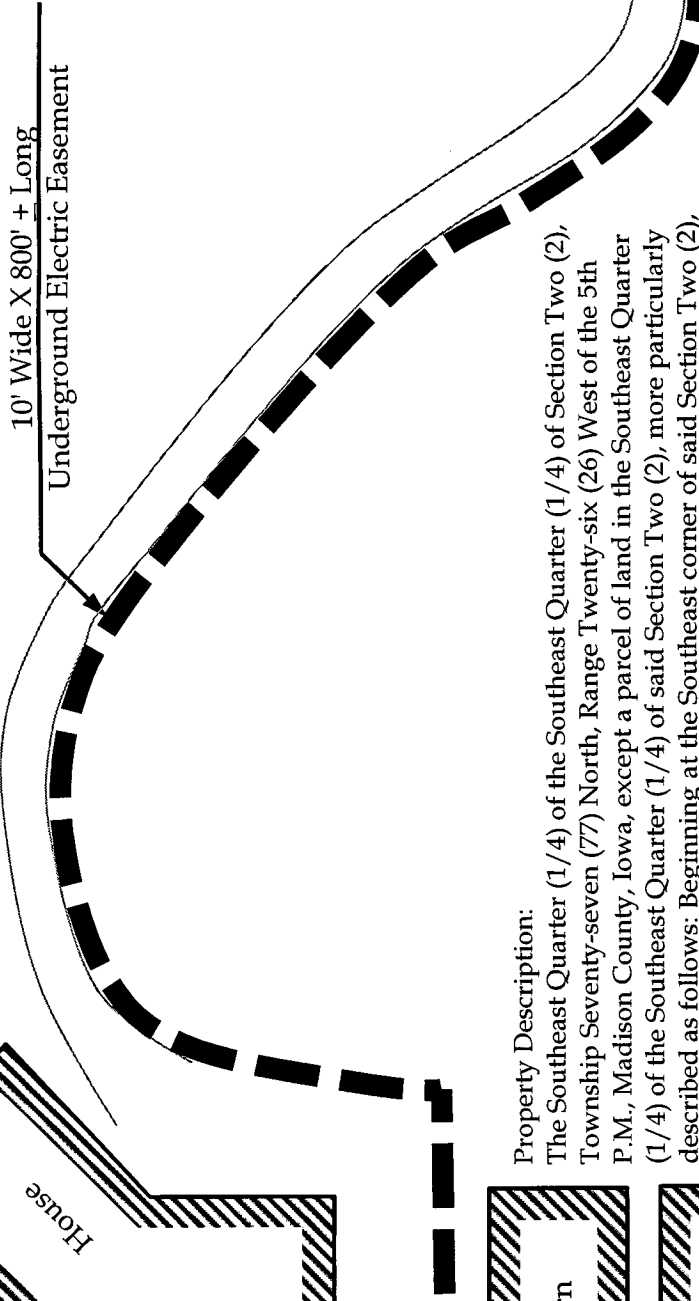
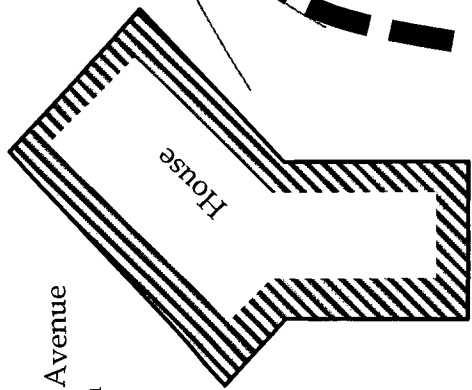
This instrument was acknowledged before me on 30 October, 2015,  
by Nick A. Fasano and Gwen C. Fasano, husband and wife.



Alyssa M. Jensen  
Signature of Notary Public

# Exhibit "A"

Site Address:  
1089 Woodland Avenue  
Cumming, Iowa



WOODLAND AVENUE



**Property Description:**  
The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except a parcel of land in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2), more particularly described as follows: Beginning at the Southeast corner of said Section Two (2), thence South 85°02'00" West along the south line of Section Two (2), 542.54 feet, thence North 0°00' 426.77 feet, thence North 90°00' East, 540.50 feet to the east line of Section Two (2), thence South 0°00" 379.80 feet to the point of beginning, said excepted parcel containing 5.00 acres including roadway, and except Parcel "B", located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2), as shown in Plat of Survey filed in Book 3, Page 387 on February 16, 1999 in the Office of the recorder of Madison County, Iowa.

DR # 2498431X
Date: October 15, 2015
Scale: Not to Scale
Folder #: 281-15
Sec 2, T 77 N, R 26 W

Customer: Nick Fasano  
Address: 10509 Grimes Street  
City: Indianola, Iowa 50125

**MidAmerican ENERGY**  
CHANGING THE WAY WE THINK ABOUT ENERGY

ROW Agent: JER

Job Desc: Underground Electric Distribution Easement