



Document 2016 1642

Book 2016 Page 1642 Type 06 001 Pages 4
Date 6/13/2016 Time 11:04:02AM
Rec Amt \$22.00

INDX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

✓

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
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>171-16</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2257967</u>	County of	<u>Madison</u>
Project No.	<u>A1146</u>	Section	<u>26 SW</u>
		Township	<u>76</u> North
		Range	<u>27</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 owners(s) **Dustin C. Morris and Brandi S. Morris, husband and wife, as joint tenants and not as tenants in common owning a two-thirds undivided interest AND The Dallas Morris Special Needs Trust and Iowa State Bank as Trustee of the Dallan Morris Special Needs 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 electric supply line(s), underground conduit, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground and upon, over, along, 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 Two (2) of Jones Place, located in the East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

EASEMENT AREA:

An overhead and underground electric easement described as follows:

A 10-foot wide overhead and 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 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 right to operate and maintain its Facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

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 as part of the Easement Area.

6. Grantor certifies that it is 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. Grantor hereby agrees to defend, indemnify and hold harmless Grantee 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 matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES 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. EACH PARTY FURTHER WAIVES 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 31 day of May, 2016

Dustin C. Morris
Dustin C. Morris

Brandi S. Morris
Brandi S. Morris

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison) ss

This instrument was acknowledged before me on May 31, 2016, by Dustin C. Morris and Brandi S. Morris, husband and wife, as joint tenants and not as tenants in common.



Darcy K. Culver
Notary Public in and for said State

Dated this 31st day of May, 2016

Dallas Morris Special Needs Trust and Iowa State Bank as Trustee of the Dallon Morris Special Needs Trust.

By: Allan Knudsen
Name Printed: Allan Knudsen
Title: VP + TO

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

This record was acknowledged before me on May 31, 2016,
by Allan Knudsen as VP + TO of
(Name) (Title)



The Dallas Morris Special Needs Trust and Iowa State Bank as Trustee of the Dallon Morris Special Needs Trust.



Darcy K. Culver
Signature of Notary Public

EXHIBIT "A"

Legend

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

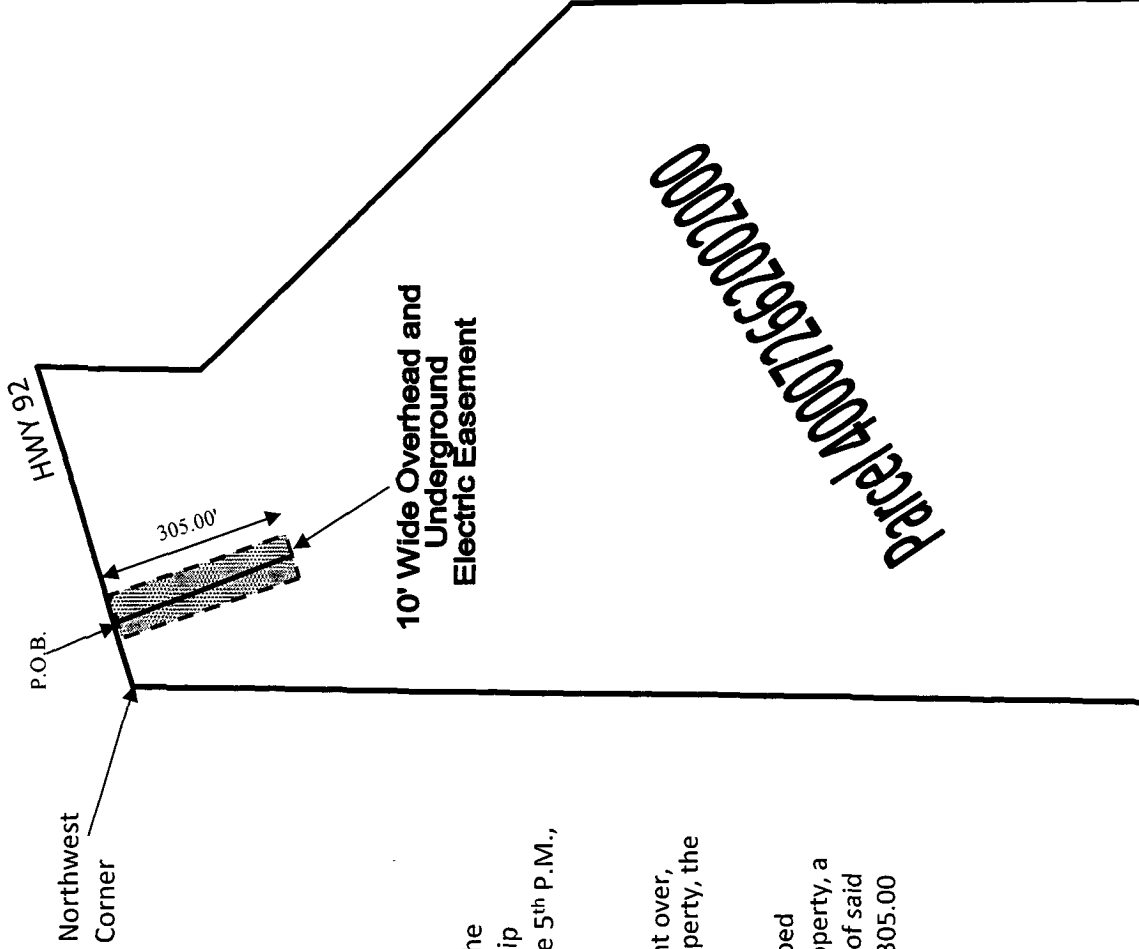
Parcel Legal Description:

Lot Two (2) of Jones Place, located in the East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Easement Description:

A 10.00 foot wide overhead and underground electric easement over, under, across and through part of the previously described property, the Centerline of which is more accurately described as follows:

Commencing at the Northwest Corner of the previously described property; thence Northeasterly along the North line of said Property, a distance of approximately 98.00 feet to the Point of Beginning of said Centerline; thence Southeasterly a distance of approximately 305.00 feet; to a point of terminus.



Customer: Dustin and Brandi Morris

Address: 2044 210th Street

City: Winterset, IA 505273

Job Desc: Overhead and Underground Electric Easement

WR: 2257967

5/24/2016

Sec 26, T 76 N, R 27 W

