



Document 2017 520

Book 2017 Page 520 Type 06 001 Pages 6
Date 2/15/2017 Time 9:54:14AM
Rec Amt \$32.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

E \

Prepared by and return to: Bill Miller 515-252-6747
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No. 383-16B
Work Req. No. A1145
Project No. 2568687

State of	<u>Iowa</u>	
County of	<u>Madison</u>	
Section	<u>36</u>	
Township	<u>76</u>	North
Range	<u>26</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) **MARK A. TOMLINSON AND SANDRA A. TOMLINSON, 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:

A tract of land commencing at the Northeast Corner of Section Thirty-six (36), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" East along the east line of said Section Thirty-six (36), 2150.42 feet to the point of beginning, thence South 90°00'00" West 414.0 feet to a point, thence South 00°00'00" East 210.43 feet to a point, thence South 90°00'00" East, 414.0 feet to a point on the East line of said Section Thirty-six (36), thence North 00°00'00" West along said East line, 210.43 feet to the point of beginning said parcel containing 2.0 acres, more or less, except that portion thereof that lies within Parcel "A" in the SE 1/4 of the NE 1/4 of said Section 36 as recorded in Book 2, Page 433 of the Madison County Recorder's Office;

And,

Commencing at the Northeast Corner of Section 36, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa; thence South 00°00'00", 2360.85 feet along the section line to the point or beginning; thence continuing South 00°00'00", 100.00 feet, thence North 64°12'54" West, 229.89 feet; thence North 90°00'00" East, 207.00 feet to the point of beginning. Said parcel contains 0.238 acres;

And,

Commencing at the East Quarter Corner of Section 36, T76N, R26W of the 5th P.M., Madison County,

Iowa; thence along the East line of the NE 1/4 of said Section 36, North 00°00'00", 206.37 feet; thence North 64°12'54" West, 459.78 feet to the point of beginning; thence North 00°00'00", 426.08 feet; thence North 90°00'00" West, 122.68 feet; thence South 00°00'00", 426.08 feet; thence South 90°00'00" East 122.68 feet to the point of beginning. Said parcel contains 1.200 acres.

EASEMENT AREA:

An underground electric easement described as follows:

A 10.0 feet wide strip of land across the SE 1/4 of the NE 1/4 of Section 36, T-76N, R-26W of the 5th P.M., Madison County, Iowa, the centerline of which is more particularly described as follows:

Commencing as a point of reference at the E 1/4 corner of said Section 36; thence N00°16'23"W, 206.37 feet along the East line of Parcel "A" of said SE 1/4, NE 1/4 to a point; thence N64°29'36"W, 363.25 feet along the north line of said Parcel "A" to the point of beginning of said easement centerline; thence N25°05'28"E, 7.71 feet to a point; thence N32°57'41"E, 73.50 feet to a point; thence N19°56'11"E, 43.00 feet to a point; thence N42°20'22"E, 45.36 feet to a point; thence N26°23'43"E, 11.45 feet to the point of termination of said easement centerline. Said easement contains 0.042 acres, more or less. Said easement area is 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 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 the 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 of 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 6 day of February, 2017

Mark A. Tomlinson
Mark A. Tomlinson

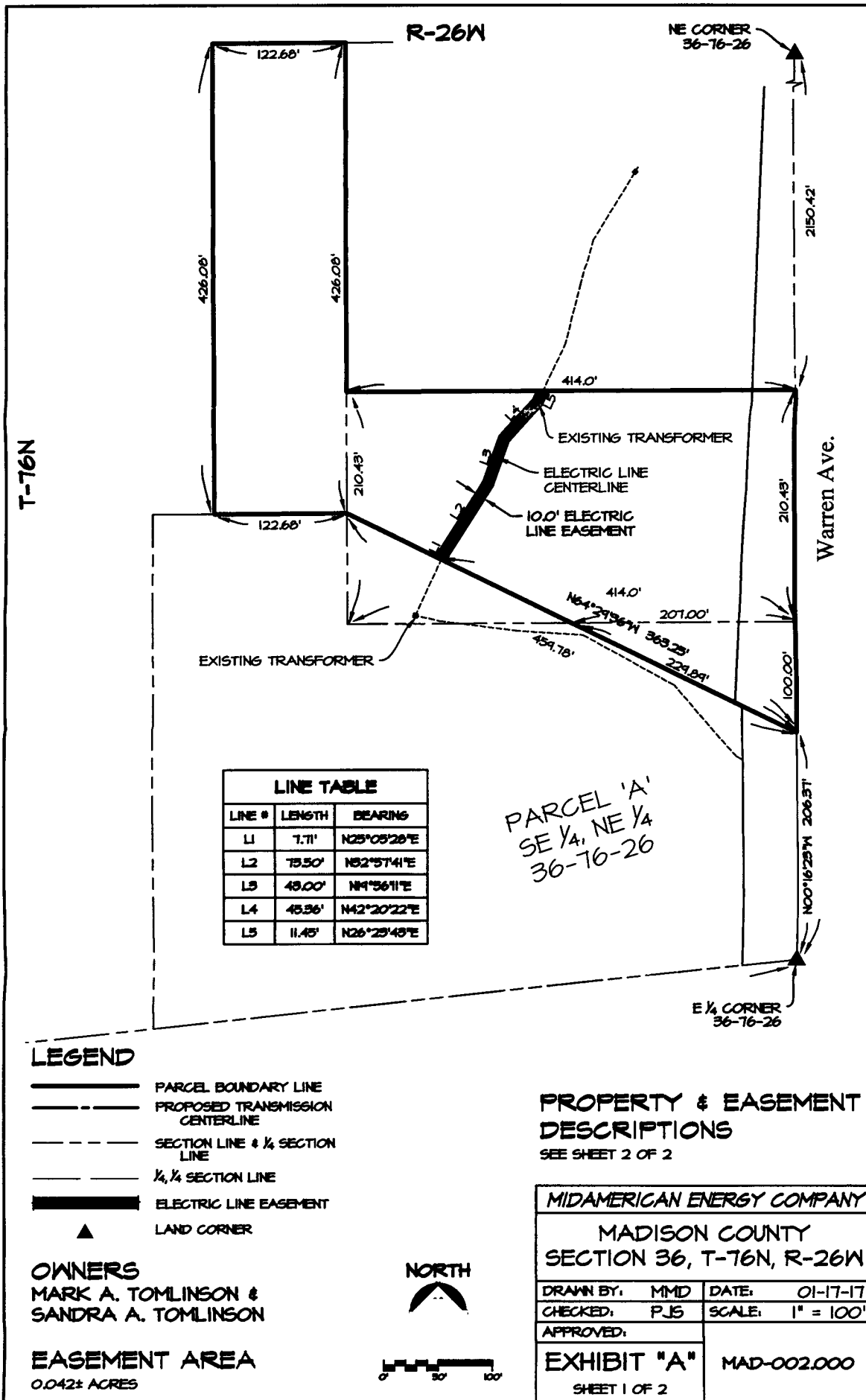
Sandra A. Tomlinson
Sandra A. Tomlinson

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

This record was acknowledged before me on February 6, 2017, by Mark A. Tomlinson and Sandra A. Tomlinson, husband and wife as joint tenants with full rights of survivorship and not as tenants in common.

Karin M. Meeley 176759
Signature of Notary Public
Exp. 11-3-2018



PROPERTY DESCRIPTION

A TRACT OF LAND COMMENCING AT THE NORTHEAST CORNER OF SECTION THIRTY-SIX (36), IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID SECTION THIRTY-SIX (36), 2150.42 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 90°00'00" WEST 414.0 FEET TO A POINT, THENCE SOUTH 00°00'00" EAST 210.43 FEET TO A POINT, THENCE SOUTH 90°00'00" EAST, 414.0 FEET TO A POINT ON THE EAST LINE OF SAID SECTION THIRTY-SIX (36), THENCE NORTH 00°00'00" WEST ALONG SAID EAST LINE, 210.43 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 2.0 ACRES, MORE OR LESS, EXCEPT THAT PORTION THEREOF THAT LIES WITHIN PARCEL "A" IN THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 36 AS RECORDED IN BOOK 2, PAGE 433 OF THE MADISON COUNTY RECORDER'S OFFICE;

AND,

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA; THENCE SOUTH 00°00'00", 2360.85 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'00", 100.00 FEET, THENCE NORTH 64°12'54" WEST, 229.84 FEET; THENCE NORTH 90°00'00" EAST, 207.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.236 ACRES;

AND,

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, T16N, R26W OF THE 5TH P.M., MADISON COUNTY, IOWA; THENCE ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 36, NORTH 00°00'00", 206.37 FEET; THENCE NORTH 64°12'54" WEST, 454.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00", 426.08 FEET; THENCE NORTH 90°00'00" WEST, 122.68 FEET; THENCE SOUTH 00°00'00", 426.08 FEET; THENCE SOUTH 90°00'00" EAST 122.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.200 ACRES.

ELECTRIC LINE EASEMENT DESCRIPTION

A 10.0 FEET WIDE STRIP OF LAND ACROSS THE SE 1/4 OF THE NE 1/4 OF SECTION 36, T-76N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE E 1/4 CORNER OF SAID SECTION 36; THENCE N00°16'23"W, 206.37 FEET ALONG THE EAST LINE OF PARCEL "A" OF SAID SE 1/4, NE 1/4 TO A POINT; THENCE N64°24'56"W, 363.25 FEET ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE N25°03'28"E, 7.71 FEET TO A POINT; THENCE N32°57'41"E, 73.50 FEET TO A POINT; THENCE N49°56'11"E, 43.00 FEET TO A POINT; THENCE N42°20'22"E, 45.36 FEET TO A POINT; THENCE N26°23'43"E, 11.45 FEET TO THE POINT OF TERMINATION OF SAID EASEMENT CENTERLINE. SAID EASEMENT CONTAINS 0.042 ACRES, MORE OR LESS.

OWNERS
MARK A. TOMLINSON &
SANDRA A. TOMLINSON

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 36, T-76N, R-26W

DRAWN BY: MMD DATE: 01-17-17

CHECKED: PJS SCALE:

APPROVED:

EXHIBIT "A" MAD-002.000

SHEET 2 OF 2