



Doc ID: 038658200005 Type: GEN  
Kind: EASEMENT  
Recorded: 04/24/2023 at 03:13:50 PM  
Fee Amt: \$27.00 Page 1 of 5  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2023-00019293

BK 19454 PG 111-115

Prepared by and return to: Tyler Gartenberg 515-281-2334  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

RETURN TO:

MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC EASEMENT

Folder No. 118779  
Work Req. No. 2986517  
Project No. A1145

State of Iowa  
County of Polk  
Section 01  
Township 79 North  
Range 24 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) **D.R.A. Properties, LC, an Iowa limited liability company**, 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 AND EASEMENT AREA:

Please see 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 of 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.

Dated this 7<sup>th</sup> day of April, 2023

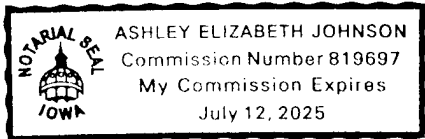
D.R.A. Properties, LC, an Iowa limited liability company  
By: Tara Meredith  
Its: Secretary  
Print: Tara Meredith

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk ) ss

This record was acknowledged before me on April 7, 2023, by  
Tara Meredith as Secretary of D.R.A. Properties,  
LC, an Iowa limited liability company.

Ashley Elizabeth Johnson  
Signature of Notary Public



**INDEX LEGEND**  
 SURVEYOR'S NAME / RETURN TO:  
 ERIN D. GRIFFIN  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 EGIFFIN@SNYDER-ASSOCIATES.COM  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 LOT 7  
 ALBAUGH INDUSTRIAL PARK  
 PLAT 10  
 REQUESTED BY:  
 MIDAMERICAN ENERGY

**EXHIBIT A**

**UNDERGROUND ELECTRIC EASEMENT DESCRIPTION**

A PART OF LOT 7, ALBAUGH INDUSTRIAL PARK PLAT 10, AN OFFICIAL PLAT IN POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 7 AND ALONG A CURVE WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 91.86 FEET, AND WHOSE CHORD BEARS SOUTH 79°37'24" WEST, 91.83 FEET; THENCE SOUTH 00°00'00" EAST, 10.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°24'46" EAST, 98.35 FEET; THENCE SOUTH 89°35'14" WEST, 10.00 FEET; THENCE NORTH 00°24'46" WEST, 97.11 FEET; THENCE NORTHEASTERLY ALONG A CURVE WHOSE RADIUS IS 1040.00, WHOSE ARC LENGTH IS 10.08 FEET, AND WHOSE CHORD BEARS NORTH 82°31'54" EAST, 10.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (977 S.F.).


PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**LEGEND**

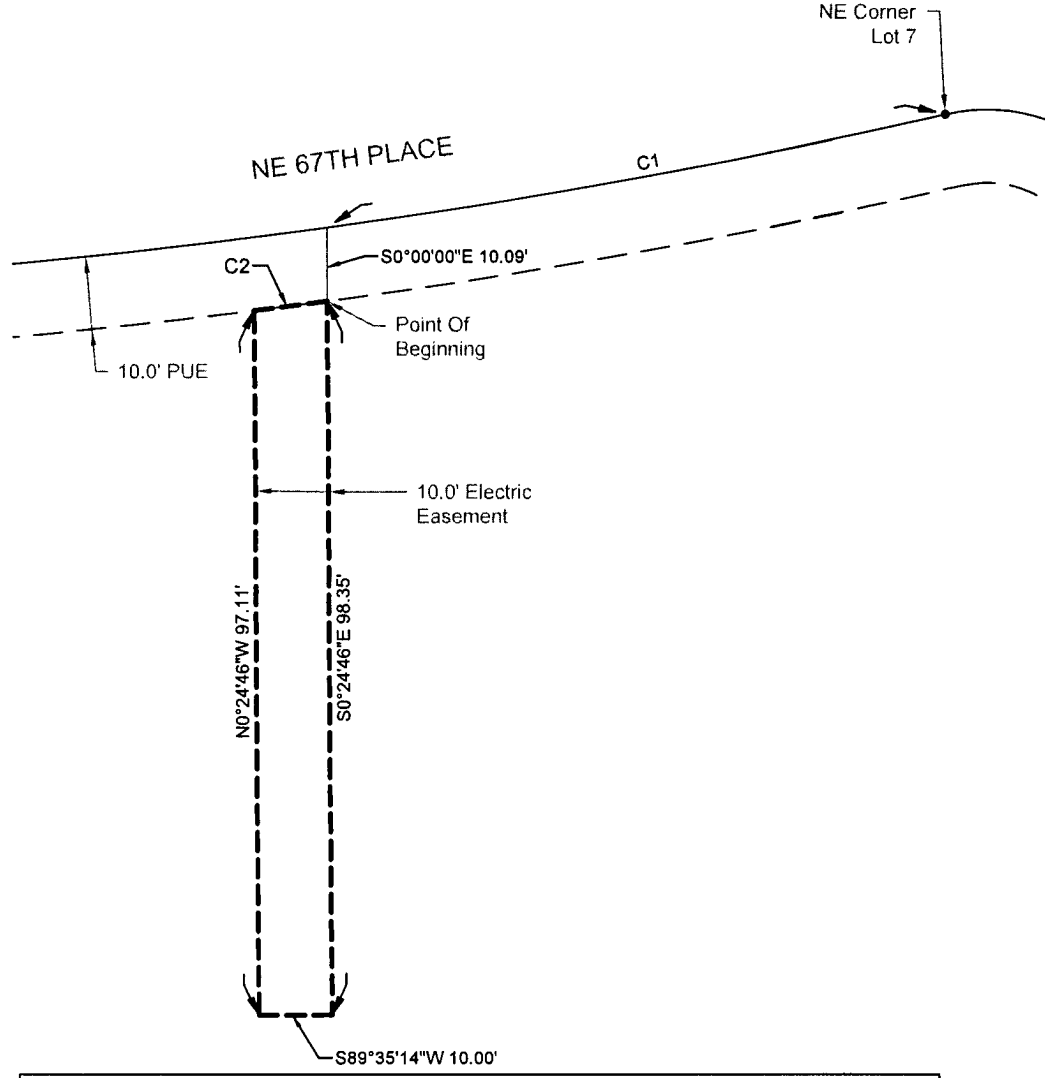
FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 w/Color Plastic Cap (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	H	H
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	—————	
Section Line	—————	
1/4 Section Line	- - - - -	
1/4 1/4 Section Line	- - - - -	
Easement Line	—————	

**DATE OF SURVEY**

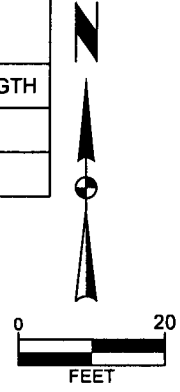
04/03/2023  
**OWNER**  
 DRA PROPERTIES LC

<b>LOT 7, ALBAUGH INDUSTRIAL PARK PLAT 10</b>	SHEET 1 OF 2
<b>EXHIBIT A</b>	PN: 120.0216.01
 <b>SNYDER &amp; ASSOCIATES</b>	T-R-S:79N-24W-01
2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	DATE: 04/03/2023
	PM/TECH: EDG/DCG

# EXHIBIT A



CURVE TABLE					
CURVE NO.	$\Delta$	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	5°06'36"	1030.00'	91.86'	45.96'	S79°37'24"W 91.83'
C2	0°33'18"	1040.00'	10.08'	5.04'	N82°31'54"E 10.08'



<b>LOT 7, ALBAUGH INDUSTRIAL PARK PLAT 10</b>	SHEET 2 OF 2
<b>EXHIBIT A</b>	PN: 120.0216.01
<b>SNYDER &amp; ASSOCIATES</b> 2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	T-R-S:79N-24W-01
	DATE: 04/03/2023
	PM/TECH: EDG/DCG

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