

Roll 726 Image 8818-8819
Document 8028 Type EASMT Pages 2
Date 12/11/2012 Time 1:52 PM
Rec Amt \$12.00

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

Prepared by and return to: Kirk Maxfield 712-277-7580
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. Box 778 Sioux City, IA 51102-9980

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>2012-222</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2012-2324719</u>	County of	<u>Woodbury</u>
Project No.	<u>21125</u>	Section	<u>9</u>
		Township	<u>88</u> North
		Range	<u>47</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) **HANDY, L. C., AN IOWA LIMITED LIABILITY COMPANY**, (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, 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:

That portion of Lot Three (3), Sunnybrook Plaza, Second Filing, an addition to the City of Sioux City, Woodbury County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 01°25'48" West along the West line of said Lot 3 for a distance of 110.87 feet to the Point of Beginning; thence South 85°44'15" East for a distance of 204.59 feet; thence South 01°25'48" West for a distance of 210.61 feet; thence North 88°30'28" West for a distance of 172.06 feet to the right-of-way of Sunnybrook Court; thence Northwesterly along said right-of-way and along a non-tangent curve to the left with a radius of 52.50 feet, from a tangent bearing of North 30°01'21" West, through a central angle of 44°46'19", for a distance along the arc of 41.02 feet, the chord of which bears North 52°24'30" West a distance of 39.99 feet; thence North 01°25'48" East for a distance of 196.94 feet to the Point of Beginning, containing 43,560 square feet or 1.00 acres, more or less. Note the West line of said Lot 3 is assumed to bear North 01°25'48" East to conform to recorded subdivision plat.

EASEMENT AREA:

The South 7.50 feet of the above described parcel.

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.

Dated this 5th day of Dec., 2013

Handy, L.C.

By: [Signature]
LARRY L. Back President
Typed or Printed name and title of Authorized Corporate Officer

STATE OF IOWA)
COUNTY OF WOODBURY) SS.

This instrument was acknowledged before me on this 5 day of DECEMBER, 2013, by JULIE COOK as NOTARY, for Handy, L.C.

(SEAL)



[Signature]
Notary Public