

12/21/12
JW
Just



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Fee Amt: \$12.00 Page 1 of 2
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2013-00001533

BK 14339 PG 767-768

RETURN TO:

Prepared by and return to: Justin Wise 515-281-2202
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>035-12</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2237894</u>	County of	<u>Polk</u>
Project No.	<u>107727 11515</u>	Section	<u>23</u>
		Township	<u>79</u> North
		Range	<u>23</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) Meadow Vista Parkside, LLC, a 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:

Lots 10, 12, 16, 19, 22, 26, 31, 34, 38, 42, 46, 47, 52, 58 and Outlot X, Meadow Vista South, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa.

EASEMENT AREA:

Underground electric easements are described as follows: The North 5' of the West 138' of Lot 10, The North 5' of the West 111' of Lot 12, Northerly 5' of Lot 16, Westerly 5' of Lot 19, Westerly 5' of Lot 22, Easterly 5' of Lot 26, Northwesterly 5' of Lot 31, Southerly 5' of Lot 34, Northerly 5' of Lot 38, Northeasterly 5' of Lot 42, Easterly 5' of Lot 46, Easterly 5' of Lot 47, Northerly 5' of Lot 52, Easterly 5' of Lot 58 AND the West 10' of the East 125' of Outlot Z, more or less, connecting the existing 10' PUE located in the rear of lots 53 and 54.

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 22nd day of May, 2012

MEADOW VISTA PARKSIDE, LLC
an Iowa limited liability company

By: MV Meadow Vista Parkside LLC
an Ohio limited liability company

Its: Member

By: Miller-Valentine Apartments III LLC
an Ohio limited liability company

Its: Sole Member

By: [Signature]
Print Name: DAVID R. LIETTE
Title: Authorized Signer



BRENDA D. JACQUES
Notary Public, State of Ohio
My Commission Expires
March 31, 2014

ACKNOWLEDGMENT

STATE OF Ohio)
COUNTY OF Warren) ss

This instrument was acknowledged before me on May 22, 2012, by David R. Liette as Authorized Signer of Meadow Vista Parkside, LLC, a limited liability company.

[Signature]
Notary Public in and for said State