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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 AND GAS EASEMENT**

Folder No.	<u>2013-156</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2013-2379779</u>	County of	<u>Woodbury</u>
Project No.	<u>31124</u>	Section	<u>22</u>
		Township	<u>89</u> North
		Range	<u>47</u> 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) **A.D., L.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, attach, reconstruct, operate, maintain, replace or remove line(s) and underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, and for the transportation of natural gas, including but not limited to, meters, valves, support brackets, piping, line markers and other reasonably necessary equipment incident thereto (collectively "facilities") under, upon 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:**

All that part of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 22, Township 89 North, Range 47 West of the Fifth Principal Meridian, Sioux City, Woodbury County, Iowa, described as follows:

Commencing at the Southwest corner of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 22; thence South 89°12'01" East along the South line of said Northwest ¼ of the Southeast ¼ for 845.00 feet; thence North 00°22'15" East for 60.00 feet to the North line of 18<sup>th</sup> Street and the point of beginning; thence continuing North 00°22'15" East along the East line of the Floyd River Channel for 30.00 feet; thence North 83°49'20" West along said East line for 215.00 feet; thence North 00°47'50" East along said East line for 119.81 feet; thence North 36°58'20" East along said East line for 474.38 feet; thence South 89°12'01" East for 68.85 feet; thence South 00°47'59" West for 552.90 feet to the North line of said 18<sup>th</sup> Street; thence North 89°12'01" West along said North line for 134.55 feet to the point of beginning. Said described parcel contains 3.000 acres, more or less.

**EASEMENT AREA:**

All that part of the above described parcel, the easement corridors shall be ten (15) feet in width, the centerline of which shall be the location of the facilities as installed.

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.

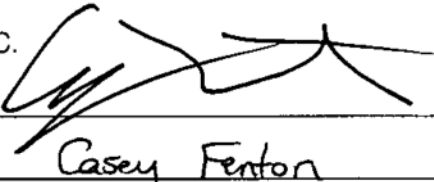
4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the facilities, (except for damage 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 11 day of 11, 2013

A.D., L.L.C.

By: \_\_\_\_\_

  
Casey Fenton

Typed or Printed name and title of Authorized Corporate Officer

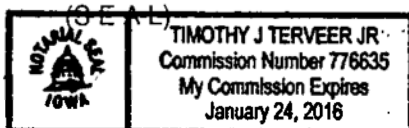
STATE OF Iowa )

) SS.

COUNTY OF Woodbury )

This instrument was acknowledged before me on this 11<sup>th</sup> day of November,

20 13, by Casey Fenton as Managing Member, for A.D. L.L.C. \_\_\_\_\_.



  
Notary Public