



Document 2022 2093

Book 2022 Page 2093 Type 06 001 Pages 4

Date 7/15/2022 Time 10:35:11AM

Rec Amt \$22.00

INDX  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

6/1 Prepared by and return to: Eric Woosley Phone: 515-281-2914  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
GAS AND REGULATOR STATION EASEMENT**

Folder No. 108623-22  
Work Req. No. 2947141  
Project No. A5650

State of Iowa  
County of Madison  
Section 36  
Township 76 North  
Range 28 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) **Jennifer L. Bayley F/K/A Jennifer L. Clark and Brandon Bayley, wife and husband**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and facilities for the transportation of natural gas, including but not limited, regulators, meters, valves, blow-offs, pipe fittings, fencing, protective post barriers, support brackets, piping, line markers and other reasonably necessary above or below ground 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:

Lot 8, Block 6 of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa.

EASEMENT AREA:

A gas and gas regulator station described as follows:

The North Fifteen feet of the East Fifty Feet of the above described property and as 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 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 right 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. 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 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.

6. 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 or 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 WAIVE 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.

7. 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.

8. 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 8 day of July, 2022

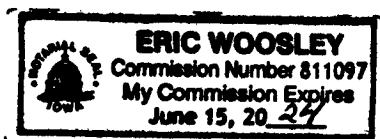
Jennifer L Bayley  
Jennifer L. Bayley F/K/A Jennifer Clark

Brandon Bayley  
Brandon Bayley

ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF Madison ) ss




This record was acknowledged before me on July 8<sup>th</sup>, 2022 by Jennifer L. Bayley F/K/A Jennifer L. Clark and Brandon Bayley, wife and husband.



G. Woosley  
Signature of Notary Public

# EXHIBIT "A"

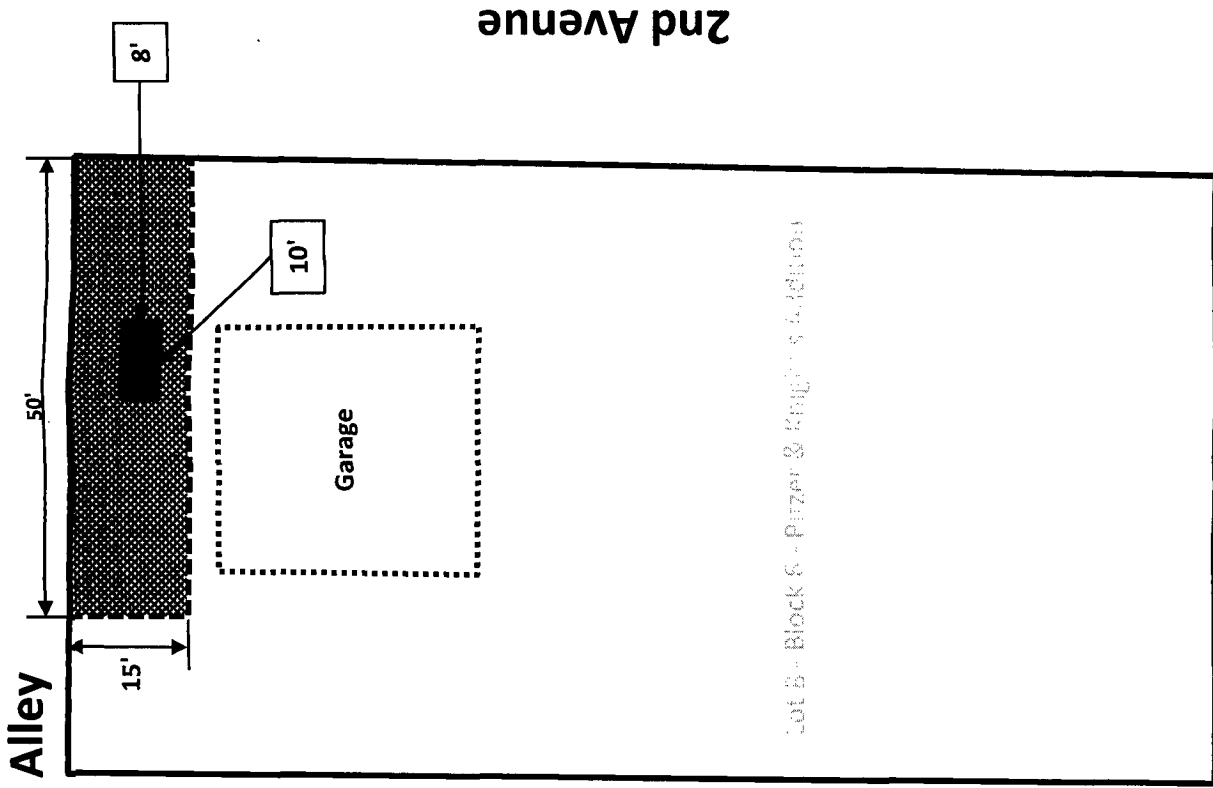
## Legend

-  - Subject Property Line & ROW
-  - Easement area
-  - Above Ground Fenced in Regulator Station

### Parcel Legal Description:

Lot 8 in Block 6 of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa.

**Easement Area:** A underground gas and regulator station easement located in the North Fifteen feet of the East Fifty Feet of the above described property.



Customer: Jennifer L. & Brandon Bayley

Address: 201 Filmore Street

City: Winterset State: Iowa

Job Desc: Gas & Regulator Station Easement

Folder No. 108623-22

Date: 06/22/2022

Sec 36 , Twp 76N , Rng 28W

