

BK: 2023 PG: 893
Recorded: 5/1/2023 at 9:18:23.0 AM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and return to: Craig Kimble 515-281-2604
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
GAS EASEMENT**

Folder No.	<u>114859</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2984783</u>	County of	<u>Madison</u>
Project No.	<u>A5651</u>	Section	<u>31</u>
		Township	<u>76</u> North
		Range	<u>27</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) **Madison County, Iowa**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-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 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:

Part of the NW ¼ of the SE ¼ of Section 31, Township 76 north, Range 27 West of the 5th P.M., Madison County, Iowa.

EASEMENT AREA:

An underground gas easement described as follows:

Said easement area is 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 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. 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 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.

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.

(Signatures and Acknowledgements on the Following Page)

Dated this 13 day of MARCH, 2023

Madison County, Iowa

By: [Signature]

Printed: MIKE HACKETT

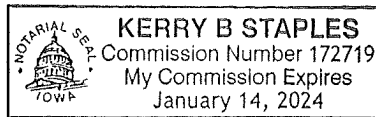
Title: MADISON COUNTY ENGINEER

ACKNOWLEDGMENT

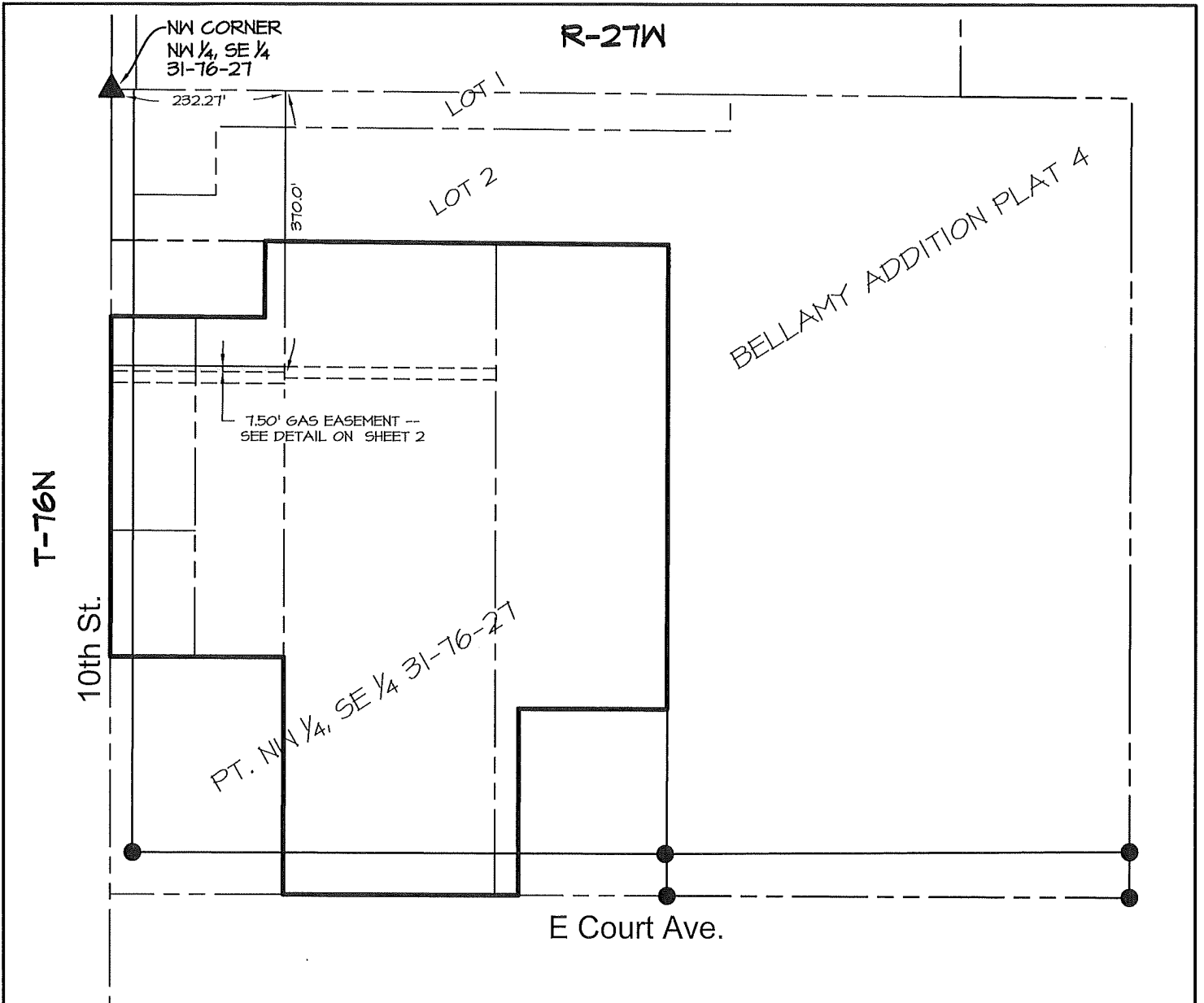
STATE OF Iowa)
) ss
COUNTY OF madison)

This record was acknowledged before me on march 13, 2023,
by Mike Hackett as County Engineer of

Madison County, Iowa.



[Signature]
Signature of Notary Public



EASEMENT AREA
0.04± ACRES

NORTH



LEGEND

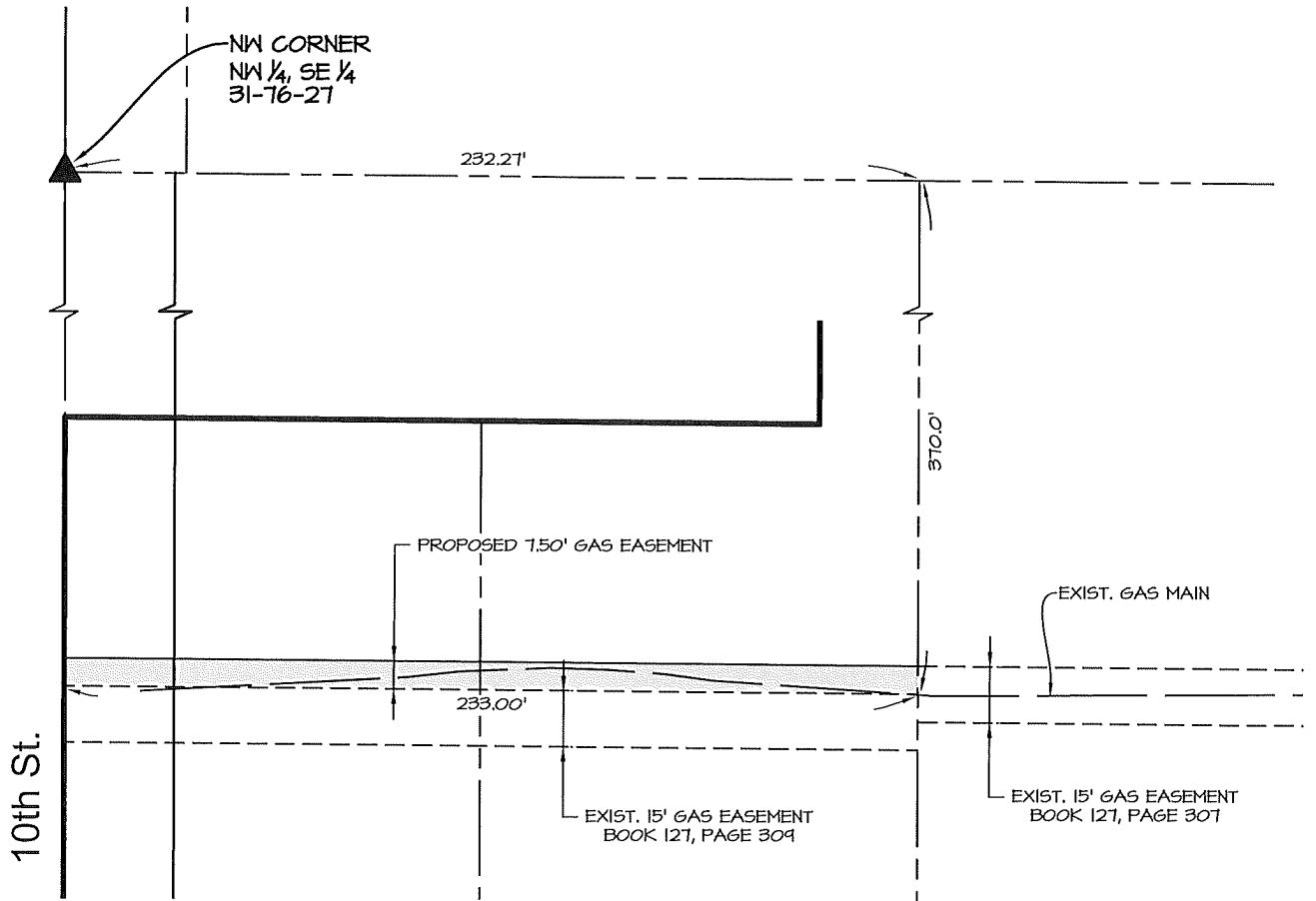
- PARCEL BOUNDARY LINE
- SECTION, 1/4 SECTION, & LOT LINE
- EXIST. GAS EASEMENT
- PROPOSED GAS EASEMENT
- LAND/PROPERTY CORNER

NOTE: SEE SHEET 2 OF 2 FOR
EASEMENT DESCRIPTION

DRAWN BY: MMD CHECKED: PJS APPROVED: DATE: 02-20-2023 SCALE: 1" = 200' APPROVED:	OWNER(S): MADISON COUNTY, IOWA MADISON COUNTY SECTION 31, T-76N, R-27W		EXHIBIT "A" SHEET 1 OF 2	TRACT NO. MAD-001.000

GAS EASEMENT DESCRIPTION

A 7.5 FEET WIDE STRIP OF LAND ACROSS THE NW 1/4, SE 1/4 OF SECTION 31, T-76N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA, THE SOUTH LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE SE 1/4 OF SAID SECTION 31; THENCE ON AN ASSUMED BEARING OF $N90^{\circ}00'00''E$, 232.27 FEET ALONG THE NORTH LINE OF SAID SE 1/4; THENCE $S00^{\circ}17'16''E$, 370.0 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING GAS MAIN EASEMENT RECORDED IN BOOK 127, PAGE 309 OF THE MADISON COUNTY RECORDER'S OFFICE AND BEING THE POINT OF BEGINNING; THENCE $N90^{\circ}00'00''W$, 233.0 FEET ALONG SAID NORTH LINE TO THE POINT OF TERMINATION. SAID EASEMENT CONTAINS 0.04 ACRE, MORE OR LESS.



NORTH



EASEMENT DETAIL

SCALE: 1" = 50'

DRAWN BY: MMD
 CHECKED: PJS
 APPROVED:
 DATE: 02-20-2023
 SCALE: 1" = 50'
 APPROVED:

OWNER(S): MADISON COUNTY,
 IOWA

MADISON COUNTY
 SECTION 31, T-76N,
 R-27W



EXHIBIT "A"
 SHEET 2 OF 2

TRACT NO.
 MAD-001.000