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MICHELLE UN HURR RECORDER MADISON COUNTY. 10WA

PLEASE RETURN TO:

MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657

Prepared by Anne M. King 515-281-2202

MIDAMERICAN ENERGY COMPANY GAS EASEMENT

Parcel No. 025-99

Work Req. No. 9015844

Project No. 95138

Sub No. WDM9015844

Draft No.

State of Iowa
County of Madison
Section 6
Township 77 North
Range 28 West of the 5th P.M.

KNOW ALL MEN BY THESE PRESENTS:

(Grantors), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, a perpetual right-of-way easement for the purpose of constructing, reconstructing, operating, maintaining and removing a pipeline for the transportation of gas, oil, petroleum and other substances and all appurtenances and equipment used and useful in the transportation of such substances, together with ingress and egress, upon, under, over, along and across the real estate described below.

In consideration of such grant, MIDAMERICAN ENERGY COMPANY agrees that it will repair or pay for any damage which may be caused to real and personal property of the undersigned by the construction, maintenance, operation, or removal of said pipeline, except such property placed subsequent to the granting of this easement that interferes with the operation and maintenance of the line and associated equipment.

Additionally, MIDAMERICAN ENERGY COMPANY shall have the right to remove from the strip of land specifically described below, any obstructions; including trees, plants, undergrowth, buildings, and structures that interfere with the proper operation and maintenance of said line and equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the property described below or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not interfere with the Grantee's rights to operate and maintain its facilities.

EASEMENT DESCRIPTION:

A gas pipeline easement consisting of a strip of land ten (10) feet in width, the centerline of which is described as follows:

Beginning at a point on the West line of NE Birch Avenue, as it presently exists, that is 97 feet, more or less, South of the Northeast property corner; thence West a distance of 130 feet, more or less, to the Point of Termination of said easement strip of land.

GAS MRG

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All on and across that property described as the North 5.30 acres of the South 15.9 acres of the West 21.20 acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 6, Township 77 North, Range 28 West of the 5° P.M., Madison County, Iowa.

This easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until canceled by mutual consent, or the removal and abandonment of said line. Grantors shall have the right of full enjoyment and use of the above described property except as such that will be inconsistent with this easement.

Dated this 14 day of July 1999. Michael L. McLaughlin

ACKNOWLEDGMENT

STATE OF <u>Towa</u>) ss COUNTY OF <u>Madison</u>)

On this _____ day of ____ day of ____ fully, A. D. 1999, before me, the undersigned, a Notary Public in and for the said state and county, personally appeared Michael I. McLaughlin and Kathleen F. McLaughlin, to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

My commission expires

DEBRA K. MILLER IN COMMISSION EXPIRES September 3, 2000