

Project No. \_\_\_\_\_  
Easement No. \_\_\_\_\_  
Draft No. \_\_\_\_\_

COMPUTER   
RECORDED   
COMPARED

Located in the State of Iowa  
County of Madison  
Township 75  
Range 26 West of the 5th P.M.  
Section 26

FILED NO. 588

BOOK 136 PAGE 584

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**MIDAMERICAN ENERGY COMPANY  
GAS PIPELINE EASEMENT**

REC 15.00  
AUD         
R.M.F. 1.00

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

**KNOW ALL MEN BY THESE PRESENTS:**

For and in consideration of the sum of One Dollars (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa Corporation, receipt of which is hereby acknowledged, the undersigned Bruce C. Brownlee his/their heirs, executors, administrators, successors and assigns, hereinafter referred to as "Grantor", for and in consideration of the total sum of Two Hundred & no/100 Dollars (\$200.00), and other good and valuable consideration, the receipt of two hundred Dollars (\$ 200.00), which is hereby acknowledged, and MidAmerican Energy Company, its successors and assigns, hereinafter referred to as "Grantee".

**WITNESSETH:**

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

- That the Grantor hereby gives, grants, bargains and conveys unto the Grantee the perpetual right to construct, reconstruct, repair, lay, re-lay, operate, maintain and remove a natural gas pipeline and appurtenances thereto, including future natural gas service line connections thereto, for the transportation of natural gas, over, under, across and through the following described real estate situated in the County of Madison State of Iowa, to-wit: together with the right of ingress thereto and egress therefrom across the adjacent property of said Grantor for the purpose of construction, operation, maintenance, inspection, replacing, resizing, or removing said natural gas pipeline, and appurtenances thereto of the Grantee located thereon; it being the intention of the parties hereto that said Grantor shall have the right of full enjoyment and use of the above described property, except as such that will be inconsistent with said Grantee's exercise of the rights hereby conveyed.

2. Grantor agrees that the construction or placement of any structure, trailer, building, fence or other above or below ground stationary object within the easement area is strictly prohibited without the prior written approval of the Grantee. Additionally, the Grantee shall have the right to remove from the easement area, at its own cost and expense, any pre-existing obstructions; including but not limited to trees, plants, undergrowth, buildings, trailers, fences or other structures that may interfere with the construction, operation, inspection and or maintenance of said pipeline and facilities as determined by the Grantee on the property described below:

EASEMENT DESCRIPTION:

Easement to consist of a tract of ground 10 feet in width and beginning at a point approximately 620 feet South and 200 feet West of the NE corner of the SE 1/4 of Section 26, T75 N, R26 West of the 5th P.M., Madison Co., Iowa; extending thence East a distance of 200 feet, and beginning at a point approximately 1480 feet South and 200 feet West of said corner of said SE 1/4; extending thence East a distance of 200 feet.

3. That the balance of stated consideration due from the Grantee to the Grantor, if any, shall be paid within \_\_\_\_\_ days from the date hereof. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the Grantor and both parties shall be released from all further obligation hereunder.
4. The Grantee shall hold the Grantor and his Lessee, if any, harmless from and reimburse the Grantor and his Lessee for any and all damages which may accrue to the Grantor and/or his lessee as a result of the construction (including survey), reconstruction, operation, maintenance or removal of said pipeline, except for consequential damages, or damages caused by the removal and/or destruction of property placed subsequent to the granting of this easement that may interfere with the operation, inspection or maintenance of the said pipeline and appurtenances thereto.
5. Without in any way limiting the other rights herein contained, the parties specifically understand that the Grantee shall have the exclusive right to as much space over, under, and adjacent to the pipeline as may be necessary, within the easement described above, to maintain the clearance requirements of the rules and regulations of the Iowa Utilities Board, the Federal Department of Transportation (Pipeline Safety Regulations), or of any other applicable code or statute.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date first written above.

Social Security No./Tax I.D. No.



GRANTOR

*Bruce G. Brownlee*

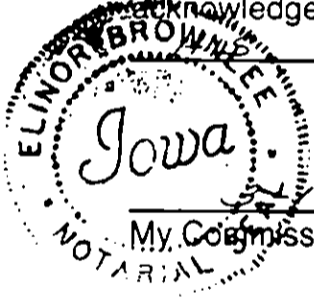
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT - Individual**

STATE OF IOWA )  
 ) SS.  
COUNTY OF POLK )

On this 6 day of MARCH A.D., 1996, before me, a Notary Public, personally appeared BRUCE G. BROWNLEE

to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that HE executed the same as \_\_\_\_\_ voluntary act and deed.



Signature:

*Elinor J. Brownlee*  
Print or Type Name:

My Commission Expires

**ACKNOWLEDGEMENT - Individual**



STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_

to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

