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INDX 4 ANNO **SCAN** 

LISA SMITH, COUNTY RECORDER

CHEK

MADISON COUNTY IOWA

PLEASE RETURN TO:

MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50306-0657

Prepared by: Jay Peterson P.O. Box 657 Des Moines, Iowa 50303 515-281-2713

## **MIDAMERICAN ENERGY COMPANY GAS PIPELINE EASEMENT**

Folder No. 301-A Work Req. No. 95238

Project No.

DR2116251

State of

County of

Madison

lowa

Section Township

75 North

Range

27 West of the 5th P.M.

## KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and no/100---(\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an lowa Corporation, receipt of which is hereby acknowledged, the undersigned Titleholders, Larry E. Jackson and Twyla J. Jackson, husband and wife, (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 natural gas and all underground 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, fences, 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, fences, 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:**

THE WEST FIFTY (50) FEET OF AN 11.39 ACRE TRACT IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (N1/2SW1/4SW1/4) OF SECTION 7, TOWNSHIP 75 NORTH, RANGE 27 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

This easement shall be binding upon the heirs, successors, and assigns of both parties. 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 day of  | lay ,2009.   |
|--|--|
| Larry E. Jackson   | Twyla J. Jackson                                   |
| · · · ·  | ACKNOWLEDGMENT                                     |
| STATE OF <u>Jocua</u> ) ss   | ,  |
| This instrument was acknowledged be<br>Larry E. Jackson and Twyla J. Jackson | pefore me on May 22 2009, by on, husband and wife. |



Notary Public in and for said State