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INDX ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Prepared by and return to: Adam Jablonski 515-281-2334 MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

MIDAMERICAN ENERGY COMPANY **GAS EASEMENT**

Folder No. 014-12 Work Reg. No. DR2278898 Project No.

State of Iowa County of Madison Section

Township

North

Range

28

West of the 5th P.M.

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 lowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) Bruce E. Peterson and Colleen M. Peterson, as Trustees of the Bruce & Colleen Peterson Trust U/A/D November 14, 2003 (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, 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:

Lot Ten (10) of Williamson Addition Plat One (1) to the City of Earlham, Madison County, Iowa.

EASEMENT AREA:

An underground gas easement described as follows:

The Northwest 5 feet of the above described property, as generally depicted on Exhibit "A", attached hereto and made a part hereof.

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.

	ah	^ .	_
Dated this _	day of	ADM	 20 12

Bruce & Colleen Peterson Trust U/A/D November 14, 2003.

Bruce E. Peterson

Trustee

olleen M. Peterson

Trustee

ACKNOWLEDGMENT

STATE OF

10WA

COUNTY OF

MADISUN) se

This instrument was acknowledged before me on ________, 2012, by Bruce E Peterson and Colleen M. Peterson, as Trustees of the Bruce & Colleen Peterson Trust U/A/D November 14, 2003.

ADAM JABLONSKI Commission Number 746720 My Commission Expires

Notary Public in and for said State

