

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER ☒
RECORDED ☒
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1245

FILED NO. _____

BOOK 139 PAGE 597

98 SEP 16 PM 3: 04

MICHELLE UTSLER
RECORDER

PLEASE RETURN TO:

MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50309-0657

Prepared by J.E. Moureau 515-281-2203

**MIDAMERICAN ENERGY COMPANY
GAS EASEMENT**

Parcel No. 019-98
Work Req. No. 8009669
Project No. 85138
Sub No. WDM8009669
Draft No. _____

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

KNOW ALL MEN BY THESE PRESENTS:

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 Gary W. Coffman & Pamela Jo Coffman (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 crops, fences, or other 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 to consist of the a tract of land described as follows; Beginning at a point on the West line of the following described property said point being on the North line of 105th Street as it is presently established; thence North 15 feet; thence East 15 feet; thence South 15 feet; thence West 15 feet to the Point of Beginning all on and across the following described property; Commencing at the West Quarter corner of Section 5, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of the Northwest Quarter of said Section 5 on an assumed bearing of North 90° 00' 00" East a distance of 708.5 feet to the Point of Beginning; thence continuing along said South line North 90° 00' 00" East, 123.72 feet; thence North 00° 53' 43" West, 163.84 feet; thence South 89° 52' 43" West, 122.01 feet; thence South 00° 17' 21" East, 163.56 feet to the Point of Beginning, containing 0.462 acres more or less, including road, and 0.320 acres more or less, excluding public road.

GAS MRG

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 28th day of August, 1998.

Gary W. Coffman

Gary W. Coffman
Pamela Jo Coffman

Pamela Jo Coffman

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Polk) ss

On this 28th day of August, 1998, before me, a Notary Public, personally appeared _____
Gary W. Coffman & Pamela Jo Coffman to me known to be
the person(s) who are named in and who executed the foregoing instrument, and acknowledged that they executed
the same as a voluntary act and deed.

Angie Ballard
Notary Public in and for said County

