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FILED FOR RECORD
POLK COUNTY, IOWA

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TIMOTHY J. BRIEN
RECORDER

MAR 30 2000

INST # 078023

RECORDING FEE 100

AUDITOR FEE _____

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

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

**MIDAMERICAN ENERGY COMPANY
GAS EASEMENT**

Parcel No. 782433200006
Work Req. No. _____
Project No. _____
Sub No. _____
Draft No. _____

State of Iowa
County of Polk
Section 33
Township 78 North
Range 24 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 BBMY II Willow Park, LP.

(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 pipeline easement to consist of a five (5) foot wide strip of land the centerline of which is described as follows: Beginning at a point approximately 172 feet West of the Northeast corner; thence South to a point approximately 170 feet North of the South line; thence West to a point approximately 165 feet East of the West line; thence North to the North line.

All on and across property described as follows; Commencing at the Northeast corner of Section 33, Township 78 North, Range 24 West of the 5th P.M., Des Moines, Polk County, Iowa; thence South 00° 37.5' 00" East along the East line of the Northeast Quarter (NE¼) of said Section 33, 454.85 feet to the Point of Beginning; thence continuing South 00° 37.5' 00" East, 965.15 feet; thence North 90° 00' 00" West parallel with and 1420.00 feet South of the North line of the said Northeast Quarter (NE¼) of the said Section 33, 948.00 feet; thence North 00° 37.5' 00" West parallel with and 948.00 feet West of the East line of the said Northeast Quarter (NE¼) of the said Section 33, 967.15 feet; thence South 89° 25.75' 00" East, 948.00 feet to the Point of Beginning.

This easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled 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 28 day of March, 2000.

BBMY II Willow Park, LP

By: [Signature]

41-1937320

Social Security Number/Tax I.D. Number

Social Security Number/Tax I.D. Number

ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Hennepin } ss

On this 28 day of March, 2000, before me, a Notary Public, personally appeared Harry J Yaffe

to me personally known, who being by me duly sworn, did say that the person is one of the partners of BBMY II Willow Park LP a partnership, and that the instrument was signed on behalf of the partnership by the authority of the partners; and the partner acknowledged the execution of said instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

[Signature]
Notary Public in and for said County

