

PARCEL LETTER DESIGNATION

APPROVED BY WARREN COUNTY AUDITOR

DATE THIS 4 DAY OF August 1999  
Jan Vandenberg AUDITOR  
Chanda Green DEPUTY

8125

WARREN COUNTY, IOWA  
FILED FOR RECORD

99 AUG -4 AM 10:03

BOOK 12 PAGE 25 of 76-2:  
JUDITH K. LATHROP, RECORDER

**CORRECTED  
PLAT OF SURVEY FOR:**

Refer to Book 12, Page 17 of 76-25  
Ryan and Melissa Couch  
8320 Ridgeview Drive, Des Moines, Iowa 50320

DEPUTY

**PROPRIETOR:**

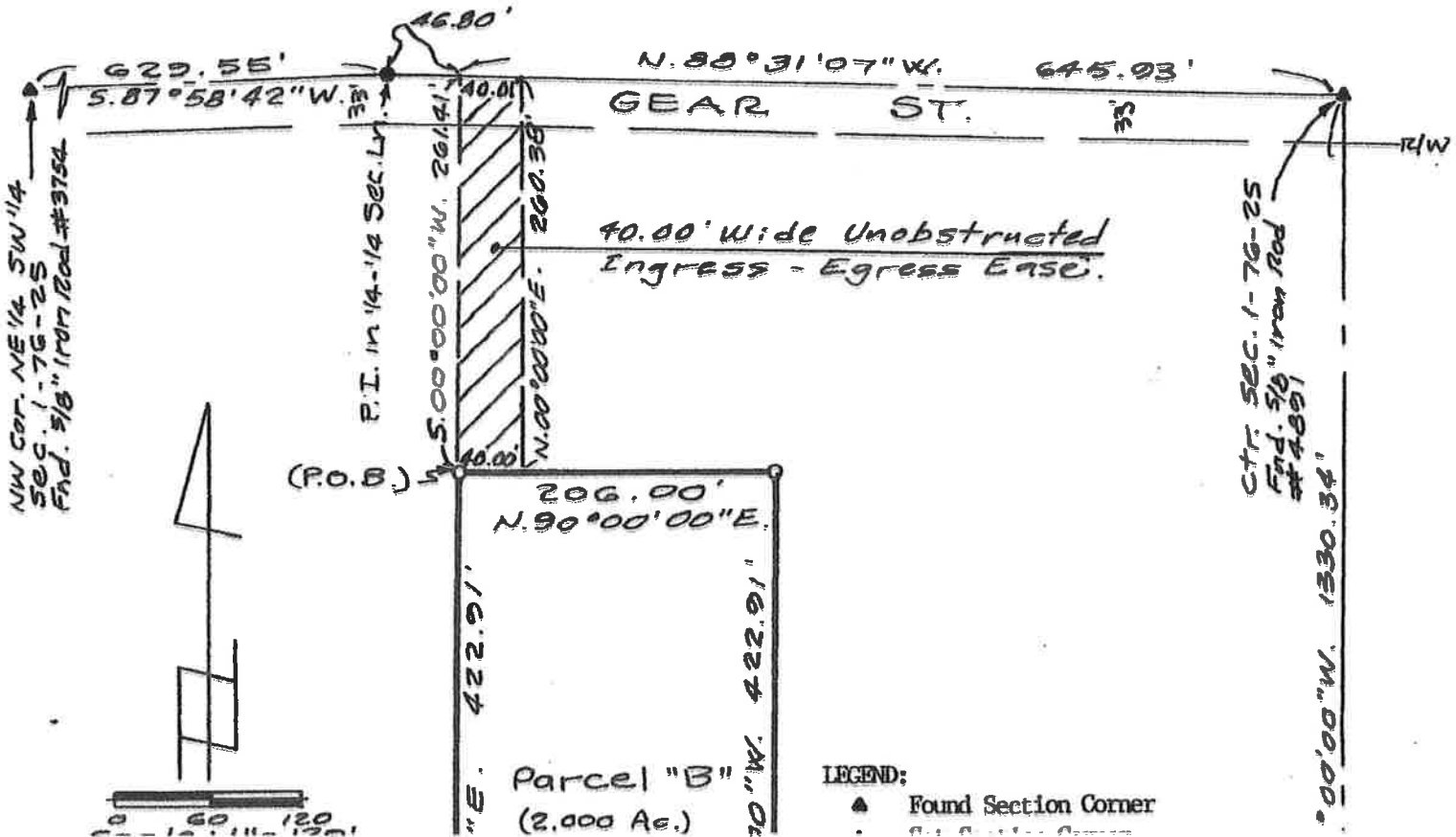
James and Myrna Couch

**SURVEY ADDRESS:**

644 Gear Street, RR Norwalk, Iowa

**LEGAL DESCRIPTION:** Parcel "B" of the NE 1/4 of the SW 1/4 of Section 1,  
Township 76 North, Range 25 West of the 5th P.M., Warren County, Iowa, more  
particularly described as follows;

Commencing at the Center of said Section 1; thence N88°31'07"W, 645.93 feet along the centerline of the County road and the 1/4, 1/4 Section line as they are presently established; thence S00°00'00"W, 261.41 feet to the point of beginning; thence N90°00'00"E, 206.00 feet; thence S00°00'00"W, 422.91 feet; thence S90°00'00"W, 206.00 feet; thence N00°00'00"E, 422.91 feet to the point of beginning, containing 2.000 acres, more or less, and subject to any easements of record and together with a unobstructed easement, 40 feet in width, for ingress and egress, described as follows; Commencing at the Center of said Section 1; thence N88°31'07"W, 645.93 feet along the centerline of the County road and the 1/4, 1/4 Section line as they are presently established to the point of beginning; thence S00°00'00"W, 261.41 feet; thence N90°00'00"E, 40.00 feet; thence N00°00'00"E, 260.38 feet to said centerline of road; thence N88°31'07"W, 40.01 feet to the point of beginning, containing 10800 square feet, more or less, and having public right-of-way over the North 33.00 feet thereof.



600  
L

99 OCT -5 AM 8:06

THIS DOCUMENT PREPARED BY R/ Richard D. Clogg, Attorney at Law, 106 E. Salem Ave., Indianola, Iowa 50125 Telephone: 515/961-2574

BOOK 1999 PAGE 10246  
JUDITH K. LATHROP, RECORDER

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Ryan P. Couch and Melissa J. Couch

DEPUTY

*6.00 chg*

hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable consideration, hereby grant and convey unto Warren Water District, hereinafter referred to as GRANTEE, its successors and assigns a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate inspect, repair, maintain, replace and remove waterlines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Warren County, Iowa, being more specifically described as follows:

**LEGAL DESCRIPTION:** Parcel "B" of the NE 1/4 of the SW 1/4 of Section 1, Township 76 North, Range 25 West of the 5th P.M., Warren County, Iowa, more particularly described as follows:

Commencing at the Center of said Section 1; thence N88°31'07"W, 645.93 feet along the centerline of the County road and the 1/4, 1/4 Section line as they are presently established; thence S00°00'00"W, 261.41 feet to the point of beginning; thence N90°00'00"E, 206.00 feet; thence S00°00'00"W, 422.91 feet; thence S90°00'00"W, 206.00 feet; thence N00°00'00"E, 422.91 feet to the point of beginning, containing 2.000 acres, more or less, and subject to any easements of record and together with a unobstructed easement, 40 feet in width, for ingress and egress, described as follows; Commencing at the Center of said Section 1; thence N88°31'07"W, 692.73 feet along the centerline of the County road and the 1/4, 1/4 Section line as they are presently established to the point of beginning; thence S00°00'00"W, 261.41 feet; thence N90°00'00"E, 40.00 feet; thence N00°00'00"E, 260.38 feet to said centerline of road; thence N88°31'07"W, 40.01 feet to the point of beginning, containing 10800 square feet, more or less, and having public right-of-way over the North 33.00 feet thereof.

together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage there be, will be kept to a minimum.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHERE OF, the GRANTORS have executed this instrument this 2nd day of Sept., 1999.

Ryan P. Couch  
Ryan P. Couch

Melissa J. Couch  
Melissa J. Couch

STATE OF IOWA, ss:

WARREN COUNTY, IOWA  
FILED FOR RECORD

99 NOV 24 PM 12:18

BOOK 1999 PAGE 11821  
JUDITH K. LATHROP, RECORDER

DEPUTY

16.00 P.S. ch

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

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND ELECTRIC LINE EASEMENT**

Parcel No. 287B-99  
Work Req. No. 9026105  
Project No. 91328  
Sub No. 90286105  
Draft No. \_\_\_\_\_

State of Iowa  
County of Warren  
Section 01  
Township 76 North  
Range 25 West of the 5<sup>th</sup> 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 James G. Couch and Myrna Couch, husband and wife

(Grantors), heirs and assigns, do hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors or assigns, the right to lay, maintain, operate, repair, and remove underground conduit, wires, and other necessary equipment incident thereto (including associated surface mounted equipment) through and across certain property described below, together with ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this grant.

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 line, 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.

**EASEMENT DESCRIPTION:**

An underground electric line easement to consist of a strip of land ten (10) feet in width, situated in that property described as being: (Except Parcel "B") the West 150 feet of the East 475.22 feet of the North 290 feet of the Northeast Quarter of the Southwest Quarter (NE¼ SE¼), Section 1, Township 76 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa; the centerline of said easement strip of land being more particularly described as follows:

Beginning at a dip pole on the West property line and the Southerly right-of-way line of Gear Street, as it presently exists; thence Easterly a distance of 20 feet, more or less; thence Southerly a distance of 225 feet, more or less, to the North line of Parcel "B" of said Section 1, as shown on the attached Exhibit "A", and by this reference, made a part hereof.

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 6 day of Nov, 1999.

James G. Couch  
James G. Couch

Myrna C. Couch  
Myrna C. Couch

ACKNOWLEDGMENT

STATE OF IA )  
COUNTY OF Warren ) ss

On this 6 day of Nov, 1999, before me, a Notary Public, personally appeared James G. Couch and Myrna Couch to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

My commission expires: 9-15-02

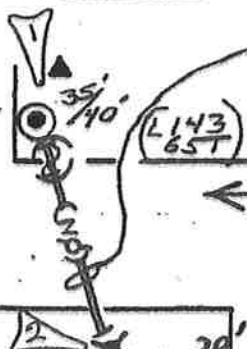
Lisa Johnson  
Notary Public in and for said State and County



# EXHIBIT A

637

Install  
90' 1/2 ACSR



FS 202

Gear St

ROW

644

225'

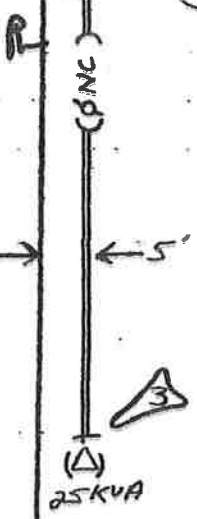
Driveway Easement width

North P

255'

Trench in 545'  
1/2 AAL cable

PARCEL "B"



638

2200seft  
200A  
120/240V  
Gas Heat

MIDAMERICAN ENERGY CO.

638 Gear St  
Primary Extension

DRAWN BY: LKF

DATE: 8-04-99

W.O. NUMBER 9026105

SCALE: NTS

MAP PAGE: SW-25

201210