

Autumn Ridge Properties

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. | <u>037-11G</u> | State of | <u>Iowa</u> |
| Work Req. No. | <u>DR2245447X</u> | County of | <u>Johnson</u> |
| Project No. | <u>15661</u> | Section | <u>13</u> |
| | | Township | <u>80</u> North |
| | | Range | <u>7</u> West of the 5 th P.M. |

1. For and in consideration of the sum of One Dollar and no/100 (\$1.00)w and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) City of North Liberty, Iowa (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 EASEMENT AREA:

The easement area being the easterly (10) feet of the property described in Exhibit A, Auditor's Parcel 2007087, with said (10) foot, easement being parallel and immediately adjacent to the western right of way line of Front Street.

2. Additionally, Grantee shall have the right to remove from the easement area described below, 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 below, 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. Except during the initial construction and installation of the facilities, 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.

Dated this _____ day of _____, 2011.

City of North Liberty, Iowa

Thomas A. Salm, Mayor

Tracey Mulcahey, City Clerk

ACKNOWLEDGMENT

STATE OF IOWA)
) ss
COUNTY OF JOHNSON)

On this _____ day of _____, A. D. 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Thomas A. Salm and Tracey Mulcahey, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of North Liberty, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ passed (the Resolution adopted) by the City Council on the _____ day of _____, 2011, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and it voluntarily executed.

Notary Public in and for said State

EXHIBIT "A"

DESCRIPTION: AUDITOR'S PARCEL 2007087

THAT PART OF AUDITOR'S PARCEL 2007019 IN THE NE 1/4 OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M. AS SHOWN IN PLAT OF SURVEY RECORDED IN BOOK 51, PAGE 241 IN THE RECORDS OF JOHNSON COUNTY, IOWA, DESCRIBED AS:

COMMENCING AT THE NE CORNER OF SAID SECTION 13; THENCE S01°12'51"E, 1179.65 FEET ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 13 TO THE POINT OF BEGINNING; THENCE S88°47'09"W, 176.84 FEET; THENCE S00°47'59"E, 101.28 FEET; THENCE S41°25'31"W, 488.78 FEET; THENCE S88°49'32"W, 366.04 FEET; THENCE N39°40'43"W, 145.04 FEET; THENCE N69°26'49"W, 338.08 FEET TO THE WEST LINE OF AUDITOR'S PARCEL 2007019; THENCE S00°42'29"E, 1227.67 FEET; THENCE N89°59'41"E, 1290.03 FEET; THENCE N01°12'51"W, 1476.48 FEET TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM LAND DESCRIBED IN WARRANTY DEED BOOK 288, PAGE 265 OF THE JOHNSON COUNTY RECORDS AS:

COMMENCING AT A CONCRETE MONUMENT, WHICH IS THE EAST 1/4 CORNER OF SECTION 13, T80N, R7W, OF THE 5TH PRINCIPAL MERIDIAN; THENCE N88°48'34"W, 817.03 FEET; THENCE N1°45'40"E, 314.76 FEET TO THE POINT OF BEGINNING; THENCE S87°17'50"E, 318.53 FEET; THENCE N2°42'10"E, 463.69 FEET; THENCE N87°17'50"W, 175.00 FEET; THENCE S33°11'40"W, 292.89 FEET; THENCE S1°19'20"W, 211.44 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.00 ACRES MORE OR LESS.

SAID PARCEL 2007087 CONTAINS 31.21 ACRES INCLUDING 1.12 ACRES OF PUBLIC ROAD RIGHT OF WAY AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Resolution No. 11-124

**A RESOLUTION APPROVING THE GAS EASEMENT AGREEMENT BETWEEN
MIDAMERICAN ENERGY COMPANY AND THE CITY OF NORTH LIBERTY,
IOWA.**

WHEREAS, the City Council desires to enter into a Gas Easement Agreement for property described as:

The easterly 10 feet of Auditor's Parcel #2007087 as shown in the plat of survey recorded in Book 52, Page 120 in the records of Johnson County, Iowa; and

WHEREAS, the City of North Liberty, the owner of the property wishes to enter into a Gas Easement Agreement to permit the City to construct and maintain a trail on and through property, and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the Gas Easement,

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the Gas Easement Agreement setting forth the terms and conditions under which the gas easement will be located and maintained on Auditor's Parcel Number 2007087, North Liberty, Johnson County, Iowa.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Gas Easement Agreement on behalf of the City of North Liberty

Adopted at North Liberty, Iowa, this ____ day of _____, 20____.

CITY OF NORTH LIBERTY

By: _____
Thomas A. Salm, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Erek P. Sittig, 425 2nd St. SE, Suite 1010, Cedar Rapids, IA 52401, Phone: (319) 366-7795

Taxpayer Information: (name and complete address)
Autumn Ridge Partners, LC, 755 Mormon Trek Boulevard, Iowa City, IA 52244

Return Document To: (name and complete address)
Autumn Ridge Partners, LC, 755 Mormon Trek Boulevard, Iowa City, IA 52244

Grantors:
City of North Liberty, Iowa

Grantees:
Autumn Ridge Partners, LC

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

Warranty Deed

For the consideration of One Dollar and other valuable consideration, the City of North Liberty, Iowa, an Iowa Municipality organized and existing under the laws of Iowa, does hereby convey to Autumn Ridge Partners, LC, an Iowa Limited Liability Company, the following described real estate in Johnson County, Iowa:

AUDITOR'S PARCEL # 2011066 BEING PART OF AUDITOR'S PARCEL # 2007087 TO THE CITY OF NORTH LIBERTY AND PART OF THE NE ¼ OF THE NE ¼ OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M., IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE NE CORNER OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M., IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA; THENCE ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 13 S01°12'51"E, 1179.65 FEET; THENCE S88°47'09"W, 33.00 FEET TO THE WESTERN RIGHT OF WAY LINE OF FRONT STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S88°47'09"W, 143.84 FEET; THENCE S00°47'59"W, 101.28 FEET; THENCE N59°05'22"E, 166.44 FEET TO THE WEST RIGHT OF WAY LINE OF FRONT STREET; THENCE ALONG SAID RIGHT OF WAY LINE N01°12'51"W, 18.82' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.20 ACRES AND IS SUBJECT TO EASMENTS AND RESTRICTIONS OF RECORD.

This deed is exempt from Declaration of Value, Groundwater Hazard Statement and Revenue Stamps pursuant to Iowa Code Section 428A.2(19).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: _____ City of North Liberty, Iowa, an Iowa Municipality

By _____
Thomas A. Salm, Mayor

By _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this _____ day of _____, 2011, before me personally appeared Thomas A. Salm and Tracey Mulcahey, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa; that the seal affixed to this deed is the corporate seal of the corporation and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in a resolution of the City Council adopted _____, and that Thomas A. Salm and Tracey Mulcahey acknowledged the execution of this deed to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public – State of Iowa

Resolution No. 11-125

A RESOLUTION APPROVING THE CONVEYANCE OF PROPERTY OWNED BY THE CITY OF NORTH LIBERTY AND AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO A QUIT CLAIM DEED FOR THE CONVEYANCE OF THE PROPERTY.

WHEREAS, the City of North Liberty owns a parcel of property located west of Front Street in North Liberty, Iowa, which is legally described as follows, to wit:

AUDITOR'S PARCEL # 2011066 BEING PART OF AUDITOR'S PARCEL # 2007087 TO THE CITY OF NORTH LIBERTY AND PART OF THE NE ¼ OF THE NE ¼ OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M., IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE NE CORNER OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M., IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA; THENCE ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 13 S01°12'51"E, 1179.65 FEET; THENCE S88°47'09"W, 33.00 FEET TO THE WESTERN RIGHT OF WAY LINE OF FRONT STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S88°47'09"W, 143.84 FEET; THENCE S00°47'59"W, 101.28 FEET; THENCE N59°05'22"E, 166.44 FEET TO THE WEST RIGHT OF WAY LINE OF FRONT STREET; THENCE ALONG SAID RIGHT OF WAY LINE N01°12'51"W, 18.82' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.20 ACRES AND IS SUBJECT TO EASMENTS AND RESTRICTIONS OF RECORD.

and,

WHEREAS, after holding a public hearing on the proposed sale of the property, the City Council has determined that conveying the property to the adjoining property owner is in the public's best interest,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

1. The City of North Liberty, following notice and public hearing, hereby agrees to deed the above described property to the adjoining property owner for \$1.00.
2. The Mayor and the City Clerk are hereby authorized to execute this Resolution and transmit it to the Recorder of Johnson County, Iowa, on behalf of the City of North Liberty, Iowa.
3. The Mayor and the City Clerk are further authorized to execute a Quit Claim Deed transferring the above-described property to Autumn Ridge Partners and to execute any other documents necessary for conveyance of the property.

Adopted at North Liberty, Iowa, this ____ day of _____, 20____.

CITY OF NORTH LIBERTY

By: _____
Thomas A. Salm, Mayor

ATTEST:

Tracey Mulcahey, City Clerk