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DATE: 1/20
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FILED NO. 2002
BOOK 43 PAGE 778

File 4016329
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AGREEMENT AND PARTIAL RELEASE
Madison County, Iowa

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS INDENTURE, made and entered into between Terry Huseman and Donna Huseman, as joint tenants, whose address is 15035 Woodcrest Drive, Clive, Iowa 50325, hereinafter called "Owner," and AMOCO OIL COMPANY, a Maryland corporation, whose address is One Mid America Plaza, Suite 300, Oakbrook Terrace, Illinois 60181, hereinafter called "Amoco."

WITNESSETH:

WHEREAS, by document of record, Amoco is present owner and holder of the rights, title, and interest in the right of way contract set out as follows:

Right of Way Agreement dated March 11, 1941, executed by Pearle F. Burnett and John S. Burnett, as grantor, unto Standard Oil Company, its successors and assigns, as grantee, covering the Northeast Quarter of Southeast Quarter (NE/4 SE/4), and South Half of Southeast Quarter of Northeast Quarter (S/2 SE/4 NE/4) of Section 1, Township 76 North, Range 27 West, and North Half of South Half of Fractional Section 6 (N/2 S/2 Fractional), Township 76 North, Range 26 West, all in Madison County, Iowa, said contract being recorded in Book 75, Page 463, of the Office of Deeds for said County.

WHEREAS, Owner has subsequently acquired title to a tract of land, being all or part of the same land covered by the right of way contract hereinabove set forth, and Amoco is agreeable to limiting its right of way to a defined strip across said acquired tract.

WHEREAS, Amoco is willing to describe and limit its right of way to a defined strip across Owner's acquired tract of land and to release the remainder of said acquired tract from the terms and provisions of said right of way contract under the conditions herein provided and mutually agreed upon by Amoco and Owner.

NOW, THEREFORE, in consideration of the covenants herein contained and mutual benefits to be derived therefrom, Amoco does release, surrender, and terminate all of its right, title, and interest in and to Owner's acquired tract of land, which Amoco acquired by the contract first hereinabove set out, SAVE AND EXCEPT a right of way strip on and across owner's tract of land, said defined strip being described and shown on Exhibit "A", attached hereto and made a part hereof.

FURTHER SAVING AND EXCEPTING to Amoco, its successors and assigns, the right of ingress and egress across Owner's land adjacent to said defined 50-foot right of way strip for the purpose of exercising any and all of the rights which Amoco has under the right of way contract hereinabove first set out, all

of which rights are specifically reserved with regard to said right of way strip.

Owner, their, heirs, successors, grantees and assigns, shall have the right to use and enjoy the surface of the defined right of way reserved across Owner's land, provided such use and enjoyment shall be conducted in a manner that will not unreasonably interfere with the use of said right of way strip by Amoco, its successors, grantees and assigns, for the purposes as set forth in the original right of way contract first hereinabove described; and provided further that Owner, their heirs, successors, grantees and assigns, shall not erect or construct, nor permit the erection or construction of any buildings, walls, fences, engineering works or any other type of structure or structures on, over, under, through or across said right of way strip. Owner further agrees that it shall not remove any of the existing "cover" which presently exists over the existing pipeline or pipelines, nor shall Owner add any more than three feet (3') of "cover" to that which presently exists over the existing pipeline or pipelines. It is mutually agreed, however, that Owner may construct necessary fences, utility lines, and service lines (but no other improvements of any nature), across, but not along, said defined strip, provided that not less than ten (10) days' advance written notice of the contemplated construction is given to Amoco at its office at One Mid America Plaza, Suite 300, Oakbrook Terrace, Illinois 60181.

Amoco, its successors, grantees and assigns, shall not be held liable to Owner, their heirs, successors, grantees and assigns, for any damage caused to any of the permitted facilities constructed across or along the strip in exercising the rights granted Amoco in the original right of way easement, and if in the judgment of Amoco, the construction of such permitted facilities requires that the pipeline or pipelines located on said strip be altered, lowered, encased, or otherwise protected, the entire cost of such protective measures shall be borne fully by Owner, their heirs, successors, grantees and assigns. Owner further agrees that Amoco shall have the right to maintain the right of way clear of trees and underbrush so as to continue the efficient operation and aerial patrol of the pipeline.

The terms, conditions and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, successors, grantees and assigns, but in no event shall this document be binding upon Amoco Oil Company until such time as it is executed by Amoco management.

EXECUTED this 8th day of JAN 1997, 1996.

By: [Signature]
Terry Huseman

By: [Signature]
Donna Huseman

AMOCO PIPELINE COMPANY AS CONTRACT
OPERATOR OF AMOCO OIL COMPANY'S
PIPELINE SYSTEM
BY: [Signature]
G. E. Schau, Manager
Reliability Centered Maintenance

[Signature]

THE STATE OF Iowa)
)
COUNTY OF Polk)

Before me, the undersign, a Notary Public in and for said County and State, on this day personally appeared Terry Huseman and Donna Husemen, joint tenants, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal of office this 8th day of January, 1998.



Rita K. Abbott
Notary Public

My Commission Expires: June 16, 1999

THE STATE OF ILLINOIS)
)
COUNTY OF DuPAGE)

Before me, a Notary Public in and for said County and State, on this day personally appeared G. E. Schau known to me to be the Manager, Reliability Centered Maintenance, of Amoco Pipeline Company, a corporation of the State of Maine, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 20 day of JANUARY, 1998.

Jeanne M. Groat
Notary Public



EXHIBIT "A"

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSET, IOWA (515)452-3995

CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273
 JAMES M. HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

PLAT OF SURVEY FOR DR. & MRS. TERRY HUSEMAN SHOWING AMERICAN OIL COMPANY PIPE LINE ACROSS THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

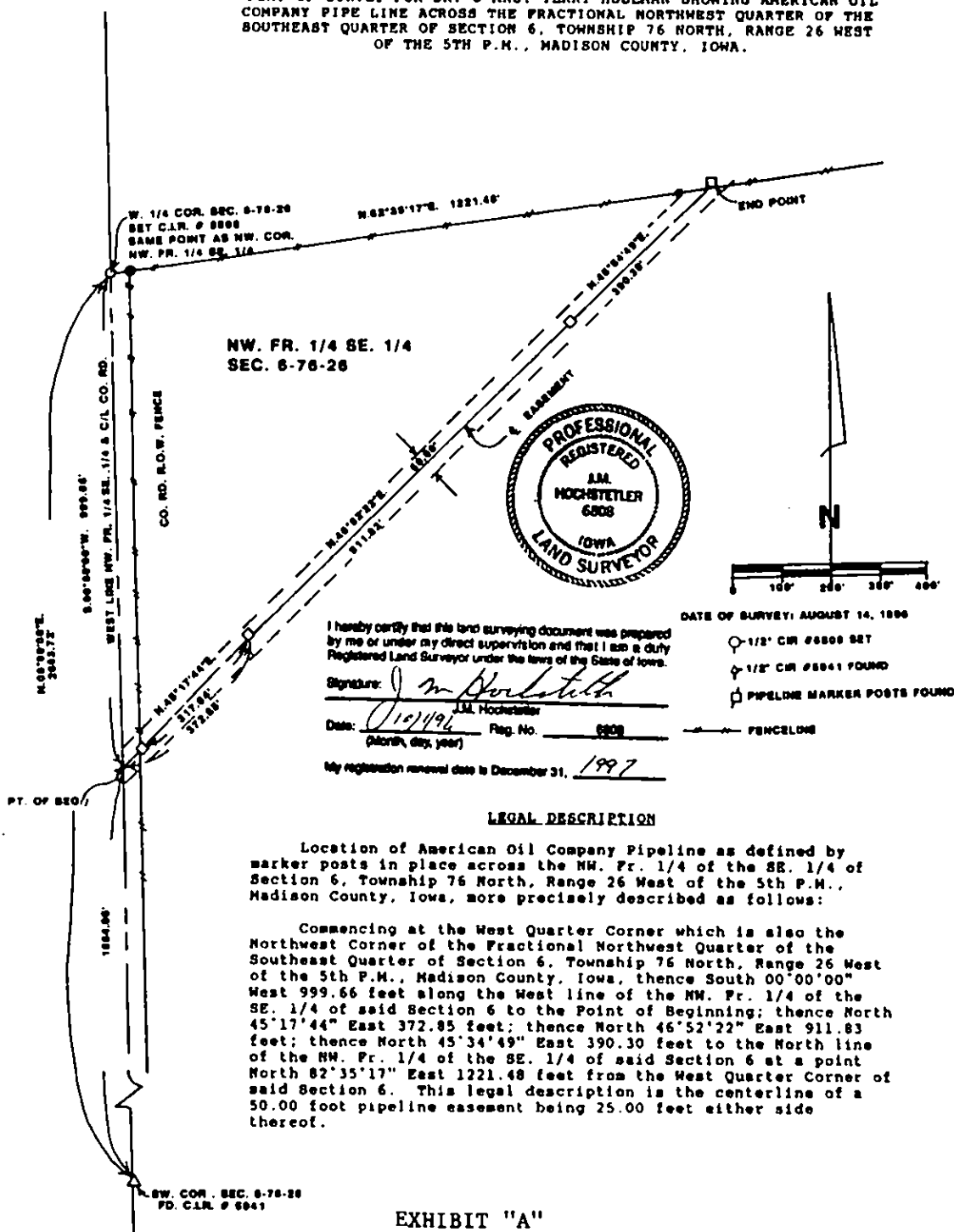


EXHIBIT "A"