

COMPUTER

Located in the State of Iowa

County of MADISON

Township 76 North

Range 28 West of the 5th P.M.

Section 36

Work Order No. \_\_\_\_\_

Easement No. C-93-2

# MIDWEST GAS

## RIGHT-OF-WAY AGREEMENT - PIPELINE

THIS AGREEMENT, made and entered into this 29TH day of JANUARY, 19 93

by and between U S WEST COMMUNICATIONS, INC.

his/their heirs, executors, administrators, successors and assigns, hereinafter referred to as "Grantor", for and in consideration of the total sum of one and no/100 Dollars (\$ 1.00 ), and other good and valuable consideration, the receipt of one and no/100 Dollars (\$ 1.00 ), which is hereby acknowledged, and Midwest Gas, a Division of Midwest Power Systems Inc. its successors and assigns, hereinafter referred to as "Grantee".

### WITNESSETH:

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. That the Grantor hereby gives, grants, bargains and conveys unto the Grantee the perpetual right to construct, reconstruct, repair, lay, re-lay, operate, maintain and remove a natural gas pipeline and appurtenances thereto, including future natural gas service line connections thereto, for the transportation of natural gas, over, under, across and through the following described real estate situated in the County of MADISON State of IOWA, to-wit:

A 9 FOOT BY 22.3 FOOT EASEMENT FOR AN ABOVE-GROUND GAS REGULATOR STATION LOCATED WITHIN LOT 1, BLOCK 22, SEC 36, T 76 N, R 28 W, WINTERSET, MADISON COUNTY, IOWA

THE EASEMENT IS MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT "A".

COMPLETED

Fee \$20.00

FILED NO. 1938

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

together with the right of ingress thereto and egress therefrom across the adjacent property of said Grantor for the purpose of construction, operation, maintenance, inspection, replacing, resizing, or removing said natural gas pipeline, and appurtenances thereto of the Grantee located thereon; it being the intention of the parties hereto that said Grantor shall have the right of full enjoyment and use of the above described property, except as such that will be inconsistent with said Grantee's exercise of the rights hereby conveyed.

2. Grantor agrees that the construction or placement of any structure, trailer, building, fence or other above or below ground stationary object within the easement area is strictly prohibited without the prior written approval of the Grantee. Additionally, the Grantee shall have the right to remove from the easement area, at its own cost and expense, any pre-existing obstructions; including but not limited to trees, plants, undergrowth, buildings, trailers; fences or other structures that may interfere with the construction, operation, inspection and or maintenance of said pipeline and facilities as determined by the Grantee.
3. That the balance of the stated consideration due from the Grantee to the Grantor, if any, shall be paid within --- days from the date hereof. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the Grantor and both parties shall be released from all further obligation hereunder.
4. The Grantee shall hold the Grantor and his Lessee, if any, harmless from and reimburse the Grantor and his Lessee for any and all damages which may accrue to the Grantor and/or his Lessee as a result of the construction (including survey), reconstruction, operation, maintenance or removal of said pipeline, except for consequential damages, or damages caused by the removal and/or destruction of property placed subsequent to the granting of this easement that may interfere with the operation, inspection or maintenance of the said pipeline and appurtenances thereto.
5. Without in any way limiting the other rights herein contained, the parties specifically understand that the Grantee shall have the exclusive right to as much space over, under, and adjacent to the pipeline as may be necessary, within the easement described above, to maintain the clearance requirements of the rules and regulations of the Iowa Utilities Board, the Federal Department of Transportation (Pipeline Safety Regulations), or of any other applicable code or statute.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date first written above.

GRANTOR

U S WEST COMMUNICATIONS, INC.

BY: G. L. Walker

G. L. Walker, Manager Engineering/Right-of-Way

MIDWEST GAS

By Charles A. Wellman  
C A WELLMAN

STATE OF IOWA )  
                          ) ss  
COUNTY OF POLK )

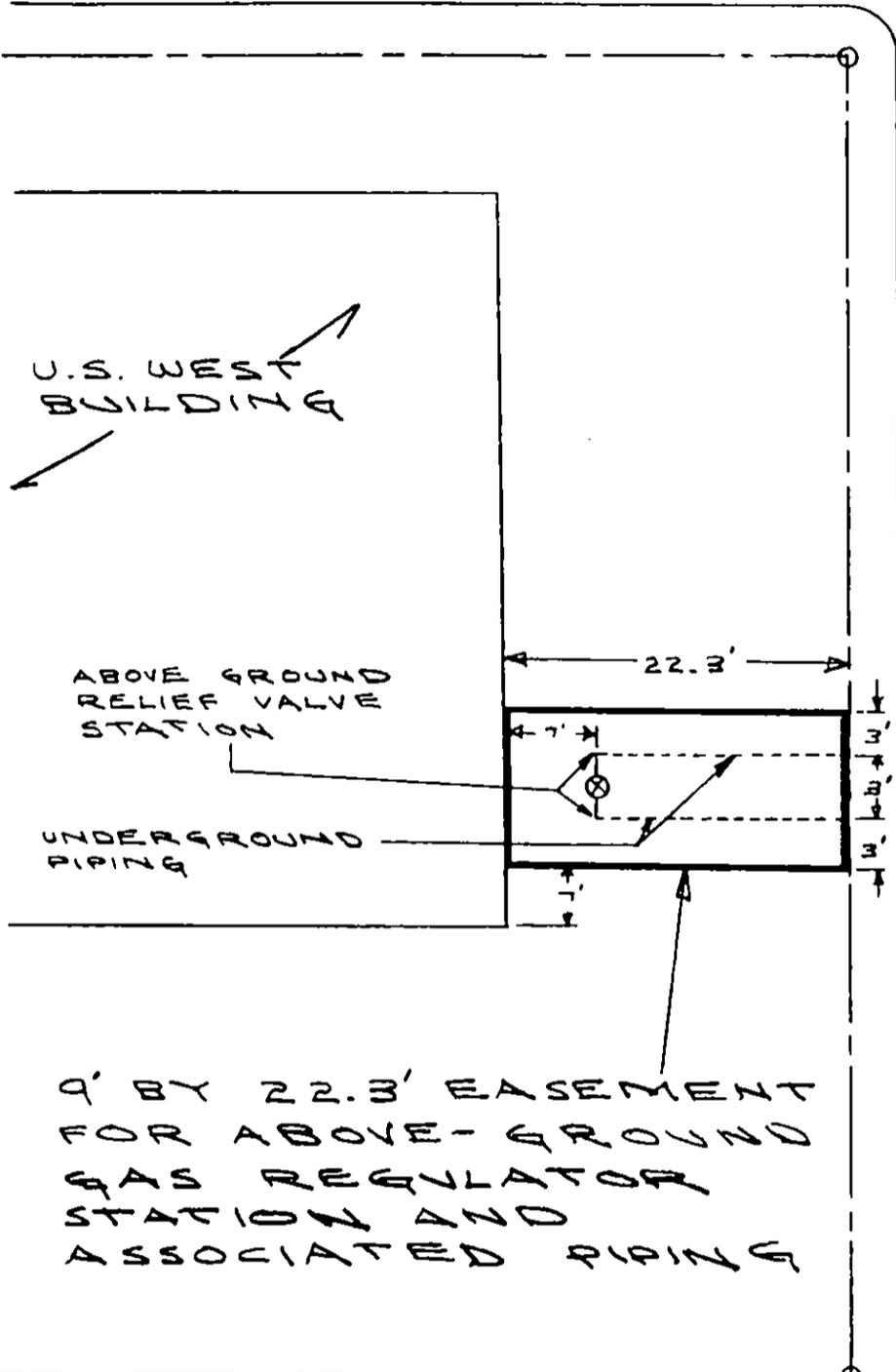
I certify that I know or have satisfactory evidence that G. L. Walker signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of U S WEST Communications, Inc., and acknowledged that he signed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21th day of January, 1993



M. J. UHLEY  
NOTARY PUBLIC for the State of Iowa  
M. J. UHLEY  
My appointment expires 1-9-95

W. COURT AVE. **EXHIBIT "A"**  
EASEMENT NO. C-93-2



2ND ST.



S.P. CORNER OF LOT  
BLOCK 22, SEC. 36, T16N,  
R20E, ELIZABETH  
MADISON COUNTY, MO



EXHIBIT "A" - EASEMENT NO. C-93-2 (WINTERSET REG. STATION)	
DRAWN BY: C. WILLIAMS	DATE: 1/27/92
CHECKED:	SCALE: NONE
APPROVED:	

522840

## C E R T I F I C A T E

I, Betty J. Vigil, Assistant Secretary of U S WEST Communications, Inc., a Colorado corporation, do hereby certify that the following is a true and correct copy of an excerpt from Article Three, Section 5 of the Restated ByLaws of said Company duly adopted by its Board of Directors, to wit:

"Any document may be signed by the President or any other person who may be thereunto authorized by the Board of Directors or the President."

I further certify that G. L. Walker is the Manager-Engineering/Right-of-Way of U S WEST Communications, Inc., and is duly authorized to execute the attached document by virtue of a delegation of authority made by its President pursuant to the above quoted provision of its ByLaws.

  
Assistant Secretary

DATED: November 9, 1992

NO  
( S E A L )