

COMPUTER
RECORDED
COMPARED

WHEN RECORDED RETURN TO:
NAME LINDA K. SMITH
ADDRESS 200 S.E. 3rd - P.O. 10410
CITY DM STATE IA ZIP 50306

REC \$ 15.00
AUD \$ _____
R.M.F. \$ 1.00

Located in the State of Iowa
County of MADISON
Township 76 North
Range 27 West of the 5th P.M.
Section 30

Work Order No. 00611-2693
Easement No. L-93-29

MIDWEST GAS RIGHT-OF-WAY AGREEMENT - PIPELINE

THIS AGREEMENT, made and entered into this 26TH day of OCTOBER, 19 93
by and between KENNETH J. FISH AND DOROTHY L. FISH, HUSBAND AND WIFE

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 part of a parcel of land legally described on Exhibit A.

The 10 foot wide easement is legally described on Exhibit A.

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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.

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201A

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

MIDWEST GAS
By [Signature]
LINDA SMITH

GRANTOR
[Signature]
KENNETH J. FISH
[Signature]
DOROTHY I. FISH

CERTIFICATE OF ACKNOWLEDGEMENT — Individual

STATE OF Iowa }
County of Madison } SS:
On this 26th day of October A.D. 19 93, before me, a Notary Public,
personally appeared Kenneth J. Fish and Dorothy I. Fish
_____ to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged
that they executed the same as their voluntary act and deed.
Signature: [Signature]
Print or Type Name: D L BLECKER
My commission expires _____ Notary Public in and for POLK County _____

CERTIFICATE OF ACKNOWLEDGEMENT — Individual

STATE OF _____ }
County of _____ } SS:
On this _____ day of _____ A.D. 19 _____, before me, a Notary Public,
personally appeared _____
_____ to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged
that _____ executed the same as _____ voluntary act and deed.
Signature: _____
Print or Type Name: _____
My commission expires _____ Notary Public in and for _____ County _____

CERTIFICATE OF ACKNOWLEDGEMENT — Individual

STATE OF _____ }
County of _____ } SS:
On this _____ day of _____ A.D. 19 _____, before me, a Notary Public,
personally appeared _____
_____ to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged
that _____ executed the same as _____ voluntary act and deed.
Signature: _____
Print or Type Name: _____
My commission expires _____ Notary Public in and for _____ County _____

CERTIFICATE OF ACKNOWLEDGEMENT — Corporation

STATE OF _____ }
County of _____ } SS:
On this _____ day of _____ A.D. 19 _____, before me, a Notary Public,
personally appeared _____ and _____
to me personally known, who being by me duly sworn, did say that they are _____ President and _____
Secretary respectively, of said Corporation, that the seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and
sealed on behalf of the said Corporation by authority of its Board of Directors, and the said
_____ and _____
acknowledged execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.
IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal, the day and year above written.
Signature: _____
Print or Type Name: _____
My commission expires _____ Notary Public in and for _____ County _____

A part of the South Half
 of the Southwest Fractional Quarter
 of Section 30, Township 76 North,
 Range 27 West of the 5th P.M.,
 Winterset, Madison County, Iowa.

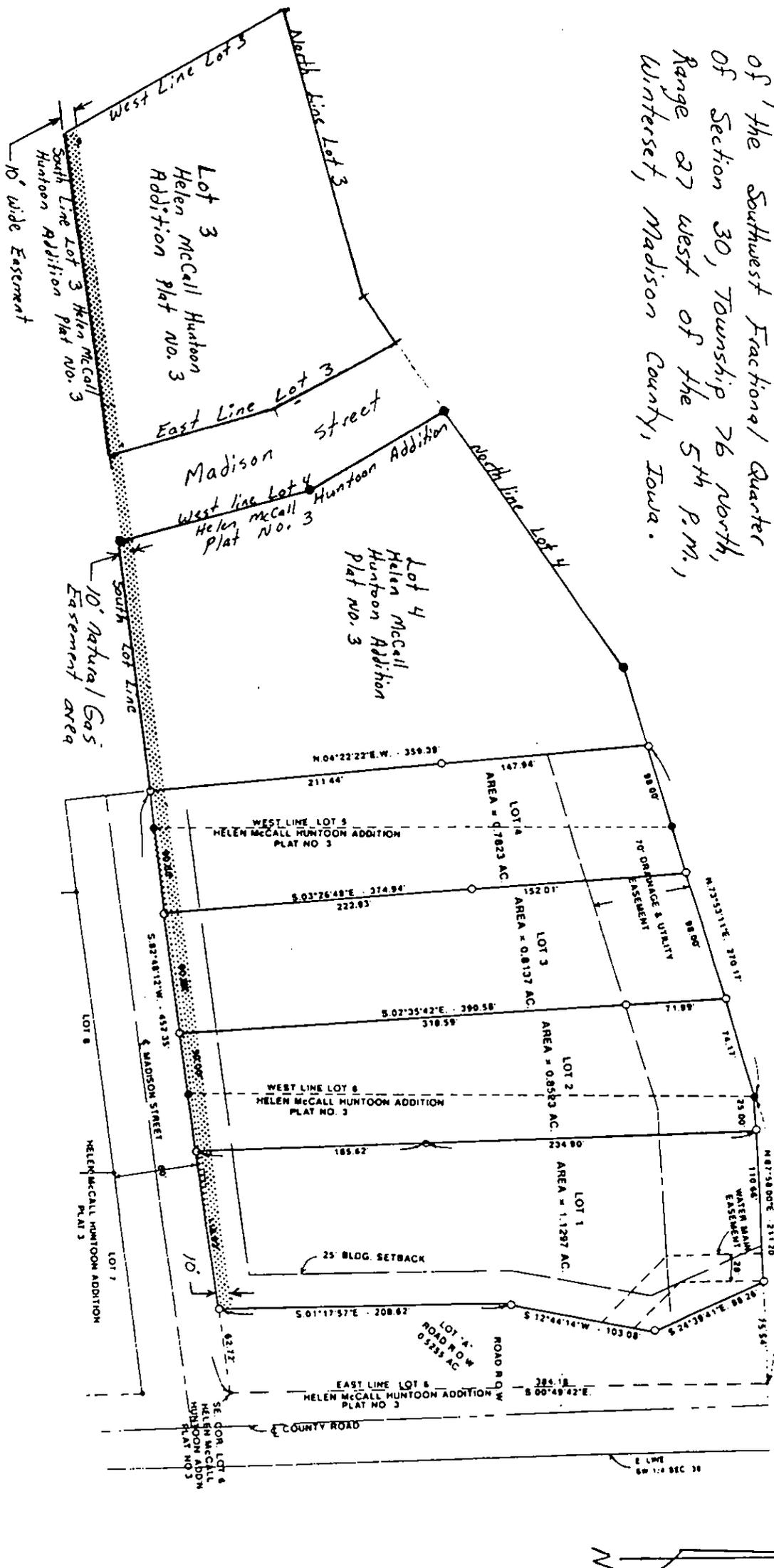


Exhibit A

10' Wide easement

Helen McCall Huntoon Addition
 Plat 3 in Winterset



DRAWN BY:	DATE: Revised 11-30-93
CHECKED:	DATE: 10-26-9
APPROVED:	SCALE: 1" = 100'