

FILED NO. 1862
BOOK 127 PAGE 461

Fee \$20.00

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MICHELLE UTSLER
RECORDER
Located in the State of Iowa
County of Madison
Township 75 North
Range 27 & 28 West of the 5th P.M.
Section 1 and 6

MIDWEST GAS

Work Order No. 00616-3427
Easement No. L-91-8

COMPARED

RIGHT-OF-WAY AGREEMENT—PIPELINE

THIS AGREEMENT, made and entered into this 11th day of March, 1991
by and between Madison County Historical Society, Inc., a non-profit corporation

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 Iowa Public Service Company 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 centerline of the easement is legally described on Exhibit B.

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.

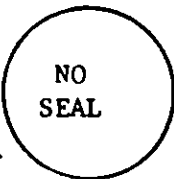
4. The Grantee shall hold the Grantor and his Lessee, if any, harmless from and reimburse the Grantor and his Lessee for any and all damages which may accrue to the Grantor and/or his Lessee as a result of the construction (including survey), reconstruction, operation, maintenance or removal of said 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

MIDWEST GAS



MADISON COUNTY HISTORICAL SOCIETY, INC.
A NON-PROFIT CORPORATION

By [Signature]
Linda Smith

BY: Wayne Breeding Pres.
Wayne Breeding, President

BY: Richard E Casson
RICHARD CASSON VP

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 — 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 Iowa }
County of Madison } SS:

On this 11th day of March A.D., 19 91, before me, a Notary Public, personally appeared Wayne Breeding and Richard Casson

to me personally known, who being by me duly sworn, did say that they are the President and Vice-president 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

Wayne Breeding and Richard Casson 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 Notary Seal, the day and year above written.

Signature: Sandra K. Wagaman

Print or Type Name: _____

My commission expires April 3, 1993 Notary Public in and for Polk County Iowa

EXHIBIT A

Beginning at a point 173 feet North of the Southeast corner of the Northeast Quarter (1/4) of the Northeast Fractional Quarter (1/4) of Section One (1), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence West 533.2 feet, thence North $0^{\circ} 20'$ West 90 feet, thence North $68^{\circ} 20'$ West 50 feet, thence South $89^{\circ} 40'$ West 94.6 feet, thence North $16^{\circ} 53'$ East 74.5 feet, thence North 383 feet, thence North $89^{\circ} 54'$ East 657 feet to the East line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), thence South to the point of beginning, excepting therefrom a tract described as follows: Commencing 66 feet South and 66 feet East of the Northwest corner of the above described tract running thence South 300 feet, thence East 50 feet, thence South 50 feet, thence East 187 feet, thence North 350 feet, thence West 237 feet to the point of beginning;

ALSO,

All that part of the West Half (1/2) of the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section Six (6), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying and being West of the public highway.

EXHIBIT B

EASEMENTS ON AND ACROSS PARTS OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 28 WEST AND ACROSS THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 75 NORTH, RANGE 27 WEST, ALL WEST OF THE 5TH P.M. BEING IN AND FORMING A PART OF THE CITY OF WINTERSSET, MADISON COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE CENTERLINE OF A 30 FOOT WIDE EASEMENT IS LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S 0° 00' 00" E ON AND ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1087.19 FEET; THENCE S 90° 00' 00" W, A DISTANCE OF 121.71 FEET TO THE POINT OF BEGINNING WHICH IS ALSO JUNCTION POINT A; THENCE S 18° 13' 19" E, A DISTANCE OF 114.87 FEET; THENCE S 89° 27' 30" E, A DISTANCE OF 85.79 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE S 89° 27' 30" E, A DISTANCE OF 345.89 FEET; THENCE N 62° 31' 39" E, A DISTANCE OF 109.02 FEET; THENCE N 65° 38' 21" E, A DISTANCE OF 141.97 FEET TO THE END OF THE LINE.

BEGINNING AT JUNCTION POINT A THENCE DUE NORTH TO A POINT WHICH IS 726 FEET DUE SOUTH OF THE NORTH SECTION LINE OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 28 WEST, TO THE END OF THE LINE.

THE CENTERLINE OF A 30 FOOT WIDE EASEMENT IS LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S 0° 00' 00" E ON AND ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1264.53 FEET; THENCE N 89° 00' 17" E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N 0° 00' 00" E, A DISTANCE OF 53.06 FEET; THENCE N 87° 39' 04" E, A DISTANCE OF 138.74 FEET; THENCE S 0° 00' 00" E, A DISTANCE OF 56.34 FEET; THENCE N 89° 12' 03" E, A DISTANCE OF 94.41 FEET; THENCE N 60° 04' 56" E, A DISTANCE OF 119.44 FEET TO THE END OF THE LINE.