

Work Order No. 82420

MIDWEST GAS COMPANY

Located in
State of Iowa
County of Madison
Township 76 North
Range 27 West of the 5th P.M.
Section 31

Easement No. L-89-9

COMPUTER

pared

RIGHT-OF-WAY AGREEMENT—PIPELINE

THIS AGREEMENT, made and entered into this 19th day of January, 19 89
by and between Max Newbury and Ann L. Newbury, Husband and Wife

his/their heirs, executors, administrators, successors and assigns, hereinafter referred to as "Grantor", for and in consideration of one and no/100 & the installation of Gas Service described below, and other good and valuable consideration, the receipt of one and no/100 Dollars (\$ 1.00) which is hereby acknowledged, and Midwest Gas Company, 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: Lot ten (10) of Block two (2) in the Watts and Corkrean Addition in the City of Winterset, Madison County, Iowa.

Midwest Gas will install a 1" gas service on the East side of the building at the North end of the building.

the routing of said pipeline across the above described real estate being as follows: A 10 foot wide easement within the South 10 feet.

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

GRANTOR

Max Newbury
Max Newbury

Ann L. Newbury
Ann L. Newbury

Grantee

By *Linda Smith*
Linda Smith

CERTIFICATE OF ACKNOWLEDGMENT—Individual

STATE OF Iowa }
 County of Madison } SS:
 On this 17th day of January A.D., 19 89, before me, a Notary Public,
 personally appeared Max Newbury and Ann L. Newbury

_____ to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Signature: *Sandra K. Wagaman*
 Print or Type Name: Sandra K. Wagaman

My commission expires April 2, 1990 Notary Public in and for Iowa County Polk

CERTIFICATE OF ACKNOWLEDGMENT—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 ACKNOWLEDGMENT—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 ACKNOWLEDGMENT—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



Linda K. Smith
Gas
Technician