TBS No. 1

Earlham, Iowa
Community

Compare

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Form No. 107
Rev. 5-60

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BOOK 119 PAGE 200

Fee $9.00

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

# EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Douglas County, Nebraska, herein called "Northern," for and in consideration of the sum of One and No/100 Dollars ($1.00), receipt of which is hereby acknowledged and the further consideration of the performance by Grantee of the covenants herein contained, does hereby GRANT, REMISE and RELINQUISH unto Iowa Power and Light Company, an Iowa corporation, its successors and assigns, herein called "Grantee," the RIGHT, PRIVILEGE and EASEMENT to construct, erect, maintain and operate a metering and regulating station and appurtenances thereto for the regulation, odorization, transportation, measurement and control of natural gas, upon the following-described tract of land situated in the County of Madison and the State of Iowa, to-wit:

Beginning at a point West 1321.3 feet, North 0° 28' West 362.3 feet and North 89° 32' East 33.0 feet of the Northeast corner of the Southeast Quarter ($SE\frac{1}{4}$) of Section 1, Township 77 North, Range 29 West of the 5th P.M., said point being on the East right-of-way line of a Madison County secondary road; thence North 0° 28' West 25.0 feet; thence North 89° 32' East 100.0 feet; thence South 0° 28' East 25.0 feet; thence South 89° 32' West 100.0 feet to the point of beginning.

said premises being a part of Northern's Earlham, Iowa town border station site.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as Grantee continues to purchase gas from Northern through Northern's said town border station, together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of Grantee located thereon, or the removal thereof, in whole or in part, subject to the following terms and conditions, to-wit:

(a) Grantee may install at its own expense such boundary fencing as may be necessary to enclose the premises granted to Grantee by this easement. Grantee may, at its option, request Grantor to erect such fencing and reimburse Grantor for the cost thereof;

(b) Grantee shall not undertake to install or alter any facilities upon said premises without first obtaining Northern's approval of the specifications for such undertaking. Buildings erected by Grantee on said premises shall be kept in good repair, and the premises shall be maintained in a neat and orderly condition;

(c) Grantee shall conduct its operations upon said property in such a manner as will not constitute a nuisance, either public or private;

(d) All buildings, equipment, material, fencing and property placed upon said premises by Grantee under the terms hereof, shall be considered as

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For Assignment of Annexed Contract To
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personal property and shall be and remain the property of Grantee, and, upon the termination of this easement, Grantee shall have the right to remove the same and hereby covenants and agrees to remove the same and to restore said premises, as nearly as may be practicable, to their original condition, all without expense to Northern;

(e) Grantee shall pay all personal property taxes levied against any property which it places upon said premises from the date of this easement, and, additionally, shall reimburse Northern for any increase in real estate taxes on the premises herein described, from the date of this easement, resulting from the presence of such properties as Grantee may place upon said premises.

(f) Grantee shall hold harmless, indemnify and defend Northern from and against any and all liabilities, losses, claims, causes of action, damages, and expenses, by reason of any and all accidents, injuries (including fatal injuries) or damages whatsoever to the person or property of any and all persons, associations or corporations whomsoever, which shall be caused by any and all acts or omissions of Grantee or any of Grantee's employees, agents, contractors or sub-contractors on the above-described premises, or in connection with the right of ingress and egress hereinabove granted, and which are not caused solely by the negligence of Northern or its employees. In the event any such loss or damage is caused by concurrent acts or omissions of both parties hereto, such loss or damage shall be borne by the parties in the same proportion in which they are responsible for such loss.

(g) In the event Northern relocates its said town border station, it may terminate this easement by giving Grantee sixty (60) days' prior written notice thereof.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 4th day of November, 19 60.

NORTHERN NATURAL GAS COMPANY

By W J Haas
Vice President

Attest: A M Fawcett
Asst. Secretary

(SEAL) 1930

STATE OF NEBRASKA )
) SS.
COUNTY OF DOUGLAS )

On this 4th day of November, A.D., 19 60, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came the above-named W. B. Haas, Vice President, and S. M. Sawtell, Assistant Secretary of the Northern Natural Gas Company, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

Witness my hand and official seal at Omaha, in said county and state, the date aforesaid.

Eileen S Berning
Notary Public
Eileen Berning

Eileen Berning
Notary Public
Douglas Co., Nebr.
Commission Expires
January 21, 1965

(SEAL)