OCT 09 RECD

C.W.O. 41-62-2819
Parcel No. C-640
Draft No. _____

IOWA GAS COMPANY
GAS PIPELINE EASEMENT

Located in
State of Iowa
County of Madison
Township 74 North
Range 27 West of the 5th P.M.
Section 6

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, CHARLES A. WACHTER & SUSAN L. WACHTER (Husband & Wife)

and the undersigned Tenant, _____

for and in consideration of Two Hundred Seventy-five and no/100----------

Dollars ($ 275.00) to be paid by Iowa Gas Company, an Iowa Corporation, hereby grant(s) to Iowa Gas Company, its successors and assigns, the right to construct, reconstruct, repair, lay, re-lay, maintain, operate and remove at any time pipes, facilities and other necessary equipment incident thereto, upon, across, above or below ground, for transportation of natural gas through certain lands described below, together with the right to enter upon and have reasonable access to said real estate and all rights and privileges incident and necessary to the enjoyment of this grant.

In consideration of such grant, Iowa Gas Company agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance or removal of said pipeline, except such property placed subsequent to the granting of this easement that interferes with the operation and maintenance of the pipeline and associated facilities or equipment.

Additionally, Iowa Gas Company shall have the right to remove from the strip of land specifically described below, any obstructions; including trees, plants, undergrowth, buildings and structures, that interfere with the proper operation and maintenance of said pipeline and facilities.

Grantors agree that they will not construct or place any buildings, structures, trees, plants or other objects on the property described below which would interfere with the operation and maintenance of the pipeline.

EASEMENT DESCRIPTION:

The west twenty (20) feet of the south 275 feet of the NW¼ of the SW¼, Section 6, Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa.

Compared

Fee $5.00
1 pg.
IND. ✓
REC. ✓
PAGE ✓

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BOOK 119 PAGE 531
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Grantors shall have the right of full enjoyment and use of the above-described property except as such that will be inconsistent with this easement.

The undersigned acknowledges payment of Two Hundred Seventy-five and no/100----------

Dollars ($ 275.00) hereunder, and it is agreed that if the balance of the stated consideration, $ --, is paid the undersigned within -- days from date hereof, the terms, conditions and provisions of this easement shall run with the land and shall be binding upon all parties hereto, their heirs, successors and assigns, but shall terminate upon the permanent removal or abandonment of the pipeline. 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.

THE UNDERSIGNED SHALL HAVE THE STATUTORY RIGHT UNDER IOWA CODE CHAPTER 479 TO CANCEL THIS AGREEMENT BY MAILING A "NOTICE OF CANCELLATION" TO IOWA GAS COMPANY BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY IOWA GAS COMPANY WITHIN SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY, TO BE EFFECTIVE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS WRITTEN INFORMATION ON THE RIGHT TO CANCELLATION PRIOR TO EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE FORM, IN DUPLICATE, THAT CAN BE USED TO GIVE NOTICE OF CANCELLATION TO IOWA GAS COMPANY.

Iowa Gas Company may enter said premises for the purpose of surveys and preliminary estimates. However, Iowa Gas Company shall not begin construction, and shall not file this agreement for record until full consideration is paid and the statutory seven day period for cancellation has expired.

Charles A. Wachter
Charles A. Wachter

Susan L. Wachter
Susan L. Wachter

STATE OF IOWA)
) ss. ACKNOWLEDGMENT
COUNTY OF MADISON)

On this 2nd day of OCTOBER A.D., 1985, before me, a Notary Public personally appeared CHARLES A WACHTER & SUSAN L. WACHTER to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

W. A. Swanson
Notary Public in and for said County

My Commission Expires September 5, 1987

IG 42-9

DEED RECORD 119

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For assignment of easement to Iowa Public Service Co. see deed rec 119-724