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, LEO M. JAMISON & JO ANN D. JAMISON (Husband and 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 north 275 feet of the SW¼ of the north 275 feet of the SW¼ of the SW¼, Section 6, Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa.

2pgs FILED NO. 853
BOOK 119 PAGE 532
Compared

IND. ✓
REC ✓
PAGE ✓

1985 OCT 28 PM 3:59

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $10.00

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 np/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.

Leo Mack Jamison
Leo M. Jamison

Jo Ann D Jamison
Jo Ann D. Jamison

STATE OF IOWA)
ss.
COUNTY OF Madison)

ACKNOWLEDGMENT

On this 7th day of October A.D., 1985, before me, a Notary Public personally appeared Leo Mack Jamison and Jo Ann D. Jamison 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.

J Ellen Reynolds
Notary Public in and for said County

JO ELLEN REYNOLDS
MY COMMISSION EXPIRES
9-26-88

IG 42-9

For assignment of Easement
to Iowa Public Service Co
see Deed Rec 119-724

MORTGAGEE'S CONSENT

TO IOWA GAS COMPANY:

As legal holder and owner of all notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 4th day of October, 1985, recorded in the Recorder's office of Madison County, Iowa, in Book 144, page 74, as Document No. 695, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right of way agreement.

Dated 10-10-85

Anthony R. Putz
County Supervisor, Farmers Home Administration

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA)
) SS.
COUNTY OF Madison)

On this 10th day of October, A.D. 1985, before me, a Notary Public, personally appeared Anthony R. Putz, County Supervisor, Farmers Home Administration

to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he executed the same as His voluntary act and deed.

JO ELLEN REYNOLDS
MY COMMISSION EXPIRES
9-26-88

Jo Ellen Reynolds
Notary Public in and for said County

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA)
) SS.
COUNTY OF _____)

On this _____ day of _____, A.D.19____, before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that he (is) (are) (respectively) the _____ and _____ of said _____ (that the seal affixed to said instrument is the seal of said) (that no seal has been procured by 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 the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

My commission expires _____

_____
Notary Public in and for said County