

ROLL 234 IMAGE 1877

County Woodbury

Line \_\_\_\_\_

## RIGHT-OF-WAY AGREEMENT - PIPELINE

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of July, 1990 by and between Fred Davenport Jr. and Martha Davenport, their heirs, executors, administrators, successors and assigns, hereinafter referred to as "Grantor", for and in consideration of the total sum of One and 00/100 Dollars (\$1.00), and other good and valuable consideration, the receipt of One and 00/100 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 Woodbury, State of Iowa, to-wit:

A tract of land in Lot 6 of Auditor's Subdivision in the W 1/4 SW 1/4 of Section 31, Township 89 North, Range 46 West of the 5th P.M., Woodbury County, Iowa, more particularly described as follows: Beginning at the northwest corner of said Lot 6; thence south along the west line of said Lot 6 a distance 83.83 feet; thence east 70.00 feet to the point of beginning; thence continuing east a distance of 50.00 feet; thence south 20.00 feet; thence southeasterly ~~66.62~~ <sup>66.62</sup> feet; thence west ~~57.48~~ <sup>66.62</sup> feet; thence north 75.00 feet to the point of beginning.

the routing of said pipeline across the above described real estate being as follows:

Said underground pipeline to be located in the above described tract of land, 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 the said Grantee's exercise of the rights hereby conveyed.

2. Grantee agrees that the construction or placement of any non-enclosed facility within the easement area is acceptable provided it does not interfere with the operation and maintenance of Grantee's pipeline. 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 release 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.

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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.

MIDWEST GAS

GRANTOR

By

Gregory L. Sasi  
Gregory L. Sasi

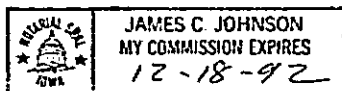
Fred Davenport Jr.  
Fred Davenport Jr.

Martha Davenport  
Martha Davenport

CERTIFICATE OF ACKNOWLEDGMENT-Individual

STATE OF IOWA }  
County of Woodbury } SS:

On this 25th day of July A.D., 1990, before me, a Notary Public, personally appeared Fred Davenport Jr. and Martha Davenport to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Signature:

Print or Type Name:

My commission expires 12-18-92 Notary Public in and for WOODBURY  
County IOWA

C:\DATA\WP51\DAVENPRT.ROW  
Form 425-24A Substitute

2629

STATE OF IOWA  
WOODBURY COUNTY  
Recorder's Fee \$ 10.00 pd  
Filed for record this 27 day of  
July A.D. 1990 AT  
1:15 o'clock P.M. and recorded on  
Roll 234 Image 1877  
MOSE YANNEY, Recorder  
By G. H. H. H. Deputy