

GAS RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19 68, by and between Franklin E. Brown and Erna E. Brown,

and State of Nebraska, husband and wife, of the County of Dakota, his/their heirs, executors, administrators, successors and assigns, herein after referred to as "grantor(s)", and IOWA PUBLIC SERVICE COMPANY, its successors and assigns, hereinafter referred to as "grantee".

WITNESSETH:

In consideration of the payment as provided in paragraph 2 hereof, and the mutual agreements herein contained, the parties hereto agree as follows:

1. That the grantor(s) hereby gives, grants, bargains and conveys unto the grantee the perpetual right to construct, reconstruct, operate and maintain a gas distribution pipeline over, upon and under the following described property situated in the County of Dakota, and State of Nebraska, to wit:

All of lot two (2) Section thirty one (31) Township twenty nine (29) Range nine (9); and that portion of government lot two (2) Section eighteen (18) Township eighty eight (88) Range forty seven (47) lying south of and abutting lots eight two (82) to eighty six (86) inclusive, LongBeach subdivision of lot two (2) Section eighteen (18) Township eighty eight (88) of Range forty seven (47) Dakota County, Nebraska.

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the routing of said gas distribution pipeline across the above described property being as follows:

A strip of land fifteen feet (15') wide the center line of which lies approximately two hundred feet (200') west of the south east corner of said lot two (2) Section thirty one (31) Township twenty nine (29) Range nine (9), thence north westerly to a point two hundred ninety seven feet (297') south west of the north east corner of said lot two (2) Section thirty one (31) Township twenty nine (29) Range nine (9); thence north westerly approximately two hundred sixty four feet (264') across said lot two (2) Section eighteen (18) Range eighty eight (88) Township forty seven (47) to a point in 3rd avenue in said LongBeach subdivision, approximately one hundred ten feet (110') south of Cottage Drive.

together with full right of ingress thereto and egress therefrom.

2. That the grantee shall pay to the grantor(s) the amount of one hundred and no/100 Dollars (\$100.00), receipt of which is hereby acknowledged.

3. That the grantee shall hold the grantor(s) harmless from and reimburse the grantor(s) for any and all damages which may accrue to the grantor(s) as the result of the construction, reconstruction, operation, and maintenance of said gas distribution pipeline.

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

IOWA PUBLIC SERVICE COMPANY

By Adam J. Nashleanas

Franklin E. Brown

Erna E. Brown

Rec 1350 P.D.
Reth. Iowa Public Ser Co.
St. Louis City, Mo.

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CERTIFICATE OF ACKNOWLEDGMENT—Individual

State of NEBRASKA } SS:
County of DAKOTA

On this 30th day of August, A. D. 1968, before me, a Notary Public, personally appeared Franklin E. Brown and Erna E. Brown, husband and wife

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



Norris G. Leamer
Notary Public in and for NORRIS G. LEAMER
County, GENERAL NOTARY PUBLIC
STATE OF NEBRASKA
COMMISSION EXPIRES AUGUST 18, 1972

CERTIFICATE OF ACKNOWLEDGMENT—Individual

State of _____ } SS:
County of _____

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.

My commission expires _____

Notary Public in and for _____
County, _____

CERTIFICATE OF ACKNOWLEDGMENT—Corporation

State of _____ } SS:
County of _____

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 the 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.

My commission expires _____

Notary Public in and for _____
County, _____

INDUO-WAY AGREEMENT

State of Nebraska } SS:
County of Dakota
This document was filed on 12 day of August, A. D. 1968 at 2:45 o'clock P. M. and recorded in book 574 of Abstracts on page 1227
County, Nebraska

Blair B. Brown
Recorder

md
Deputy
FARMERS TRUST CO. INC. 1-1-67