

COMPAKED

FILED NO. 113
BOOK 100 PAGE 351

RIGHT-OF-WAY GRANT

1972 JAN 31 AM 8:00

MARY E. WELTY
RECORDER
TOWNSHIP OF MADISON COUNTY, IOWA
249KNOW ALL MEN BY THESE PRESENTS, That WAYNE J. DAVIS AND FYRNE DAVISof the Post Office of LORIMOR, IOWA,

in the State of Iowa, in consideration of

One Dollars (\$ 1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey unto the TOWN OF LORIMOR, IOWA THEREIN, its successors and assigns, a Right-of-Way to lay, construct, maintain, alter, repair, replace, and operate one or more natural gas pipelines and all appurtenances convenient for the transmission of natural gas, together with the right of ingress and egress, over and through the following premises in the County of Madison in the State of Iowa, to-wit:

Permanent Easement. All of the West 10 ft of the East 40 ft. of the South 600 ft. of the Southwest quarter of the Southeast quarter of Section 22, T74N, R28W; and the West 10 ft. of the East 40 ft. of the Northwest quarter of the Northeast quarter of Section 27, T74N, R28W; all in Madison County, Iowa.

Temporary Construction Easement. A 30 ft. wide strip of land on either side of the above described permanent easement.

This grant is a permanent easement for the purpose aforesated and full consideration therefore is acknowledge. A temporary construction easement is also granted herein, and the period of said temporary easement shall be no longer than one year from the date of acceptance of construction of the transmission pipeline. All sod, or crops damaged by the installation of said pipeline or by making future repairs or in removing said property, shall be replaced by grantee. Grantor agree that the planting of any trees or placing of other improvements on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.

For additional provisions, see sheet attached and marked Exhibit "A."

This agreement is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and it is understood that this agreement cannot be changed in any way except in writing, signed by the grantor and a duly authorized agent of the grantee.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seal on this, the 31st day of July, 1971.

Wayne J. Davis
Wayne J. Davis
Fyrne Davis
Fyrne Davis

END
REC
PAGE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

BE IT REMEMBERED, That on this 31st day of July 1971,
 before me, the undersigned Notary Public, personally came Wayne J. Davis
and Fyrne Davis who are personally
 known to me to be the same person s who executed the foregoing instrument
 of writing and as such person s duly acknowledged the execution of the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
 seal at Lorimor, Iowa, on the day and year last above written.

Murray G. Bacon
Murray G. Bacon

Notary Public in and for
 the State of Iowa.

My Commission expires July 4, 1972.

EXHIBIT "A"

WAYNE DAVIS

"Other valuable consideration" as stated above includes a gas line
 taken from the main line to the foundation of the dwelling house includ-
 ing a meter, without charge.

Partial or total damage to any crops incurred by the lessee in the
 construction or maintenance of the line shall be paid to the lessor by
 the Town of Lorimor, Iowa. If damages cannot be agreed upon between the
 parties, the lessor will select one person, the lessee a second person
 and these two shall select a third person to appraise any damages and
 this amount will be accepted by both parties.

Lessor has a water line on a part of the easement herein granted.
 The lessee agrees not to damage this water line and nothing contained
 herein shall prevent this lessor from replacing or maintaining said water
 line.

No fences shall be cut or loosened in any way without the written
 consent of the lessor.

The word "appurtenances" as hereinbefore used shall not be construed
 as to permit construction of any building or other structure above the
 surface of the ground which will interfere with the farming, cultivation
 or use of the surface of the ground under which the pipe line is constructed.