

RIGHT-OF-WAY GRANT

FILED NO 118
BOOK 102 PAGE 36

1972 JAN 31 AM 8:06

R-O-W # MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

299

KNOW ALL MEN BY THESE PRESENTS, That Ralph J. Hammans

Fee 4 50

of the Post Office of RR 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 ~~sewer~~ 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 North 10 ft. of the South 40 ft. of the Southwest quarter of the Northeast quarter; and the East 10 ft. of the West 40 ft. of the Northeast quarter of the Southeast quarter; and the North 10 ft. of the South 40 ft. of the West 40 ft. of the Southeast quarter of the Northeast quarter; and the East 10 ft. of the West 40 ft. of the South 40 ft. of the Southeast quarter of the Northeast quarter; all in Section 22, T74N, R28W, 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 aforesaid and full consideration therefore is acknowledged. 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 grantor has hereunto set his hand and seal on this, the 2nd day of August, 1971.

Ralph J. Hammans

Ralph J. Hammans

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S.D.
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:BE IT REMEMBERED, That on this 5th day of August 1971,
before me, the undersigned Notary Public, personally cameRalph J. Hammans who is personally
known to me to be the same person who executed the foregoing instrument
by writing and as such person 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 J. Bacon
Notary PublicMy Commission expires July 4, 1972.

RALPH J. HAMMANS

EXHIBIT "A"

"Other valuable consideration", as stated above includes a gas line taken from the main line to the foundation of the dwelling house including a meter, without charge., also a line to crop dryer.

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.

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.