

Deed Record, No. 93, Madison County, Iowa

Ivan Pryor & Darlene Pryor To Northern Gas Products Co. #2063 Fee \$1.50 EASEMENT Filed for record the 19 day of June A. D. 1963 at 11:15 o'clock A.M. Mary F. Welty, Recorder

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of \$200.00 to the under- signed (herein styled Grantor, whether one or more) paid, receipt of which is hereby acknowledged, said Grantor does hereby GRANT AND CONVEY unto Northern Gas Products Company, a Corporation (herein styled Grantee) its successors and assigns, the authority and ease- ment to enter upon, use, and occupy that certain described tract of land situated in Madison County, State of Iowa, to-wit:

A tract of land 12 feet in width, beginning at a point on the pipeline to be constructed under the terms of easement granted Northern Gas Products Company dated June 22, 1961, approximately 25 feet Westerly from the East line of the Ivan Pryor and Darlene Pryor property located in the South Half of the Northwest Quarter (S/2 of NW/4) of Section 33, Township 77 North, Range 28 West and extending in a Westerly direction on the pipeline a distance of 30 feet.

It is understood and agreed said tract of land shall be located as near as possible on the above description as possible, according to good engineering practises, in the installation of said gas pipeline gate valves.

The aforesaid authority and right-of-way easement shall be for the purpose of permitting grantee to construct, maintain, operate, replace or remove, in and upon the above described tract of land, a gas pipeline drip or drips or gate valves, and including all apparatus necessary for said work. And Grantee shall have and is hereby given the right of ingress to and egress from the aforesaid tract of land, for any and all purposes.

It is also understood and agreed by and between the parties hereto that the tract of land described herein will be enclosed by a fence and that Grantee shall keep the tract free from weeds and shall also keep grass and weeds from the fence line.

Grantee shall at all times indemnify, protect and hold harmless Grantor from any and all loss, damage, claims or liabilities legally established arising out of or growing from the construction, operation, maintenance and removal of said apparatus incident thereto.

Grantee shall have the right to remove and reclaim, at its will at any time, the said apparatus.

WITNESS the execution hereof on this 10th day of June, A. D. 1963.

Witness: Jack C. Wishard Jack C. Wishard Ivan Pryor Ivan Pryor Darlene Pryor Darlene Pryor

STATE OF Iowa County of Madison) ss

On this 10th day of June, A. D. 1963, before me, the undersigned duly commissioned and

704 U. S. REVENUE TAX 55 AFFIXED and CANCELLED 7-18-63

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qualified authority in and for said County and State, personally came Ivan Pryor and Darlene Pryor, husband and wife to me known to be the identical persons whose names are subscribed - the foregoing instrument as Grantors and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year above written.

NOTARIAL
SEAL

A. E. Emerson Notary Public
My commission expires: July 4, 1963.

A. F. Emerson
