

Deed Record, No. 91, Madison County, Iowa

Harry W. Reed et al #2493 Filed for record the 16 day of August
To Fee \$2.50 A. D. 1962 at 10:33 o'clock A. M.
Iowa Southern Utilities Co. Mary E. Welty, Recorder

Project Truro Gas Lateral RIGHT OF WAY CONTRACT AND EASEMENT
Parcel No. 2 Check No. - - Right-of-Way
Voucher No. - -

Located in State of Iowa
County of Madison
Range 26 West of the 5th
PM Township 74 North
Section 15

KNOW ALL MEN BY THESE PRESENTS: The undersigned, Harry W. Reed and Eulalia Reed, husband

Deed Record, No. 91, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 54101

& wife, John F. Reed and Honor A. Reed, husband & wife for and in consideration of Eighty Dollars (\$80.00), to be paid by Iowa Southern Utilities Company, a Corporation with offices at Centerville, Iowa, do hereby grant, bargain, sell and convey to Iowa Southern Utilities Company, its successors and assigns, a perpetual right, right-of-way, and easement to lay, maintain, operate, replace, or remove a gas pipeline or pipelines and appurtenances thereto and lay, maintain, operate, replace or remove related telephone, telegraph, or electricial lines and appurtenances thereto over and through the following described lands, situated in the county of Madison and State of Iowa, to-wit:

Commencing one rod South of the NW corner of Section 15, in Township 74 North, Range 26 West of the 5th P.M., thence East 400 feet to Railroad right-of-way, thence South 79 rods, thence West 389 feet, thence North 79 rods to place of beginning, containing 12 acres, more or less.

Together with the right to Iowa Southern Utilities Company to cut or trim trees, bushes and saplings growing upon or extending over the land as reasonably necessary for the installation, maintenance, operation, replacement or removal of said lines and appurtenances thereto, not to exceed twenty-five (25) feet on either side of the centerline of the pipeline, and the right of ingress and egress to, from and over said land for doing anything necessary and useful for the enjoyment of the rights herein granted; also the privilege of removing at any time any structure or other obstruction which may interfere with the proper maintenance and operation of said lines; together with all rights and privileges required for the full enjoyment of the rights herein granted.

As a condition to and further consideration for this grant, Iowa Southern Utilities Company hereby agrees that it will bury all pipe or lines laid on the above described land so as not to interfere with the cultivation of said land and promptly pay for or repair any damage to the premises of the undersigned such as damages to crops, tile, fences and buildings, caused by the installation, maintenance, operation, replacement or removal of said lines and appurtenances. If the amount of such damages cannot be agreed upon, it shall be determined by three disinterested arbitrators, one appointed by the undersigned, one by Iowa Southern Utilities Company and the third by the two so appointed. The written determination of the amount of damages made by any two of said arbitrators shall be final and conclusive.

Should more than one pipeline be laid under this grant at any time by Iowa Southern Utilities Company, an additional consideration equal to the consideration hereinabove first recited, shall be paid for each line so laid after the first line.

The undersigned acknowledges receipt of Eight Dollars (\$8.00) hereunder and it is agreed that if the balance, (\$72.00), of the stated consideration is paid the undersigned within 9 months from the date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors, or assigns, but shall terminate upon the permanent removal or abandonment of the line or lines. If the balance of the consideration is not paid as above stated, then the initial payment shall be forfeited to the undersigned and both parties shall be released from all further obligation hereunder.

The undersigned hereby agree to allow Iowa Southern Utilities Company to enter said premises for the purpose of surveys and preliminary estimates, and further agree that patrolling said lines on foot shall not establish grounds for a claim for crop damages. Iowa Southern Utilities Company agrees that it will pay for any damages caused by surveying and that it will not begin construction, and will not file this agreement for record, until full consideration is paid.

Dated this 7th day of June, 1962.

Harry W. Reed
Harry W. Reed
Eulalia Reed
Eulalia Reed

John F. Reed
John F. Reed
Honor A. Reed
Honor A. Reed

Deed Record, No. 91, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

In consideration of One Dollar and other valauble consideration, I hereby adopt and join in the execution of the above and foregoing and consent to the enjoyment by Iowa Southern Utilities Company, its successors or assigns, of all the rights granted by the foregoing right of way contract and easement.

Dated this 7th day of June, 1962.

C. W. Miller
C. W. Miller Tenant

STATE OF IOWA COUNTY OF MADISON) SS

On this 7th day of June, A.D. 1962, before me, a Notary Public, personally appeared John F. Reed, Honor A. Reed and C. W. Miller 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.

(NOTARIAL SEAL)

W. F. Hutchinson Notary Public
in and for said County.
My commission expires July 4, 1963.

STATE OF CALIFORNIA COUNTY OF MORIN) SS.

On this 10 day of June, A.D. 1962, a Notary Public, personally appeared Harry W. Reed and Eulalia Reed, 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.

NOTARIAL
SEAL

Ted D. Gibson Notary Public
in and for said Morin County
My commission expires feb. 14th, 1963