

Deed Record, No. 91, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 54101

M. S. Arnold & wife	#2494	Filed for record the 16 day of August
To		A. D. 1962 at 10:36 o'clock A. M.
Iowa Southern Utilities Co.	Fee \$2.50 ☒ F.L.	Mary E. Welty, Recorder
Project Truro Gas Lateral Right-of-Way		Located in State of Iowa
Parcel No. 1 - -		County of Madison Range 26 West
Check No. - -		of the 5th P. M. Township 74
Voucher No. - -		North Section 10

RIGHT OF WAY CONTRACT AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS: The undersigned, M. S. Arnold and Florence Arnold Husband and 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 electrical lines and appurtenances thereto over and through the following described lands, situated in the county of Madison and State of Iowa, to-wit:

Southwest Quarter of Southwest Quarter of Section 10,
Township 74 North, Range 26 West of the 5th P. M.

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, fence and

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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 agrees 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 6th day of June, 1962.

M. S. Arnold
M. S. Arnold
Florence Arnold
Florence Arnold

In consideration of One Dollar and other valuable 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 6th day of June, 1962.

None - Tenant

STATE OF IOWA COUNTY OF MADISON) SS.

On this 6th day of June, A.D. 1962, before me, a Notary Public, personally appeared M. S. Arnold and Florence Arnold 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.



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