

## Deed Record, No. 89, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA-50607

|                  |                       |                                        |
|------------------|-----------------------|----------------------------------------|
| Olive Heitman    | #4263                 | Filed for record the 3 day of November |
| To               |                       | A.D. 1958 at 10:00 o'clock A. M.       |
| Northern Natural | Fee \$1.80 /          |                                        |
| Gas Company      |                       | Mary E. Welty, Recorder                |
|                  | <u>EASEMENT GRANT</u> |                                        |

Know All Men by These Presents: That Olive Heitman, a widow of the County of Madison and State of Iowa, for and in consideration of the sum of One Dollar (\$1.00) per lineal rod receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, does hereby Grant, Remise and Relinquish unto Northern Natural Gas Company, a Delaware corporation, its successors or assigns, the Right, Privilege and Easement to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights situated in the County of Madison and State of Iowa, to-wit:

E 10 Acres of North 20 Acres NE NE/4 and W 10 Acres  
of North 20 Acres NE NE/4 all in Section 1, Township  
77 North, Range 29 West

TO HAVE AND TO HOLD unto said Northern Natural Gas Company, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor is hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

(1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.

(2) That it will pay to grantor any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor, one by the grantee and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.

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(3) That grantee, upon written application by the grantor, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantor or of her representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 27th day of October, 1958.

Olive Heitman

Robert L. Goeken  
Right of Way Agent.

STATE OF IOWA COUNTY OF MADISON ) SS.

On this 27 day of October, A.D. 1958, before me Marion G. Reimer a Notary Public, personally appeared Olive Heitman, a widow to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Marion G. Reimer Notary Public  
in and for said County  
My commission expires July 4, 1960.