

Deed Record, No. 88, Madison County, Iowa

Leo E. Benoit & wife
To

#3671
Fee \$1.40

Filed for record the 5 day of October
A. D. 1956 at 2:00 o'clock P. M.

Iowa Power and Light Co.
C.W.O. No. 00-62-2226
Parcel No. - - - -
Draft No. 340A
Project Name Winterset High Pressure Line

GAS PIPELINE EASEMENT
Section 1
Township 75 North
Range 28 West of the 5th PM
County Madison

Mary E. Welty, Recorder

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of One Dollar (\$1.00) in hand paid by Iowa Power and Light Company, an Iowa Corporation, Grantee, receipt of which is hereby acknowledged, and the further consideration of \$239.00 to be paid when the right to lay pipeline is exercised by Grantee on the property herein described, the undersigned, Leo E. Benoit and Gladys Benoit husband and wife, their heirs, executors, administrators, and assigns, Grantors, do hereby grant to Iowa Power and Light Company, its successors and assigns the right of way to lay, maintain, operate, repair and remove an underground pipe for the transportation of gas through and across certain property of the Grantors described below, together with ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this grant.

DESCRIPTION: The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.

The pipeline to be located on a strip of ground 30 feet in width across the above described property, the centerline of the said strip to extend northerly from a point on the south line of said property approximately 48 feet east of the southwest corner thereof, to a point on the north line of said described property approximately 48 feet east of the northwest corner thereof, being approximately parallel to and approximately 15 feet east of the east right of way line of the existing roadway.

Grantors, their heirs or assigns to fully use and enjoy said premises, except for the purposes hereinbefore granted to the said Grantee. In consideration of said grant Iowa Power and Light Company hereby agrees to repair or pay for any damages which may be caused to growing crops, fences or other improvements or personal property belonging to the undersigned from the construction, maintenance, operation or removal of said pipeline. In further consideration of said grant, Iowa Power and Light Company will tap the said pipeline at a single point along its described run across Grantors property, said point to be designated by Grantee, to provide gas through one meter to Grantors, their heirs and assigns, provided service and gas appliance installations meet reasonable safety standards. Grantee, assumes no responsibility for defects in equipment beyond the metering point, faulty installation or subsequent deterioration of such equipment. The service tap will be provided at any time during the operating life of the pipeline upon reasonable notice by Grantors, their heirs and assigns. The service piping and appliances connected thereto to be paid for and owned by Grantors, the pressure regulating equipment at the tap and the meter to be paid for and owned by Grantee.

Dated this 21 day of August, 1956 at Winterset, Iowa.

Leo E. Benoit
Gladys Benoit

STATE OF IOWA COUNTY OF MADISON) SS. ACKNOWLEDGMENT

On this 21 day of August, A.D., 1956, before me a Notary Public personally appeared Leo E. Benoit and Gladys Benoit to me known to be the persons who is (or are) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

V. W. Crook Notary Public