

Deed Record, No. 88, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 14111-54

For Assignment to
Iowa Gas Co. See
Deed Rec 119-203

Charles E. Tucker & wife	#3673	Filed for record the 5 day of October
To		A. D. 1956 at 2:06 o'clock P. M.
	Fee \$1.40	
Iowa Power and Light Co.		Mary E. Welty, Recorder
	<u>GAS PIPELINE EASEMENT</u>	
C.W.O. No. 00-62-2226		Section 36
Parcel No. - - - -		Township 75 North
Draft No. - - - -		Range 28 West of the 5th P.M.
Project Name Winterset High Pressure Line		County Madison

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

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hereby acknowledged, and the further consideration of \$240.00 to be paid when the right to lay pipeline is exercised by Grantee on the property herein described, the undersigned, Charles E. Tucker and Dell Tucker, 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 South Half (S½) of the Northeast Quarter (NE¼) of Section 36, Township 75 North, Range 28 West of the 5th P. M., in Madison County, Iowa.

The pipeline to be located on a strip of ground 50 feet in width across the above described property, the centerline of said strip to extend northwesterly from a point approximately 80 feet west of the southeast corner of the South Half (S½) of the Northeast Quarter (NE¼) of the said Section 36 a distance of approximately 1320 feet to a point approximately 218 feet west of the northeast corner of the said South Half (S½) of the Northeast Quarter (NE¼) of Section 36.

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 Grantor's 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 1st day of September, 1956, at Winterset, Iowa.

Charles E. Tucker
Dell Tucker

ACKNOWLEDGMENT

STATE OF IOWA COUNTY of Madison) ss.

On this 1st day of September, A. D., 1956, before me a Notary Public personally appeared Charles E. Tucker and Dell Tucker 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.

Charles E. Tucker, Jr. Notary Public