

EASEMENT AND RIGHT OF WAY CONTRACT

CHARLIE BROWNING ET AL TO INTERMOUNTAIN GAS COMPANY

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged by the Grantor, CHARLIE BROWNING and VELTA BROWNING Grantors, do hereby grant unto INTERMOUNTAIN GAS COMPANY, an easement and right-of-way to construct, maintain, inspect, operate, repair, enlarge, replace or remove a gas pipeline and appurtenances through, upon and across the following described real property in Blaine County, Idaho, to-wit:

West 25 feet of Lots 2, 3 and 4 of Section 18, and the West 25 feet of Lot 1 of Section 19, all in Township 1 North, Range 19 East, Boise Meridian.

with right of ingress and egress to Grantee, its successor and assigns and right of ingress and egress over and across the established roadways, to repair, maintain, enlarge, remove or replace said pipeline.

Grantors warrant that the above described real property is owned by Grantor in fee, subject to contract from State of Idaho and lien of the Production Credit Association of Twin Falls, Idaho.

Said pipeline shall be buried at least three (3) feet below the present surface of the ground.

Grantee may not fence said right-of-way and grantor(s) may use the surface of the land contained therein but shall not construct permanent buildings or improvements within 10' of the center line of said pipeline and the use of the surface by the grantor(s) shall be subject to the rights of grantee herein granted.

Grantee, its successors and assigns to have and to hold said right-of-way and easement until ^{said} pipeline is constructed and so long thereafter as said pipeline may be maintained thereon.

Grantee, its successors and assigns agree to pay all damages caused to grantors, their successors and assigns by future construction repairs or maintainance upon said pipe line after initial installation thereof. Such payments to be made in addition to the sums presently paid to grantors for the initial construction and installation of said pipe lines.

Said easement and grant shall be assignable by grantee in whole or in part.

Any payment due hereunder may be made directly to said grantor(s), or any of them.

This contract and grant shall benefit and bind the parties, their heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 26th day of July, 1955.

Charlie Browning

Velta Browning
(If husband and wife, both must sign.
If single person, designate status
below signature line)
Grantors

INTERMOUNTAIN GAS COMPANY

By E. W. Montgomery
Grantee
Vice-President

STATE OF IDAHO)
) ss
County of Blaine)

On this 25 day of July, 1955, before me, a Notary Public in and for said county and state, personally appeared Charlie Browning and Velta Browning, husband and wife, known to me to be the persons whose

names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

John A. Davies
Notary Public for Idaho
Residing at: Hailey, Idaho

STATE OF IDAHO)
County of Blaine) ss

On this 26th day of July, 1965, before me, a Notary Public in and for said county and state, personally appeared K. W. Montgomery, Vice Pres. of INTERMOUNTAIN GAS COMPANY, the corporation that executed this instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

John A. Davies
Notary Public for Idaho
Residing at: Hailey, Idaho

Southern Idaho Production Credit Association, being the vendor in the sale of the above described real property to Charlie Browning, does hereby consent to the grant of the foregoing easement.

SOUTHERN IDAHO PRODUCTION CREDIT ASSOCIATION.

By John R. Martin

STATE OF IDAHO,)
County of Twin Falls,) ss.

On this 1st day of November, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Martin known to me to be the Asst. Sec-Treas. of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, my official seal the day and year in this certificate first above written.

(SEAL) —

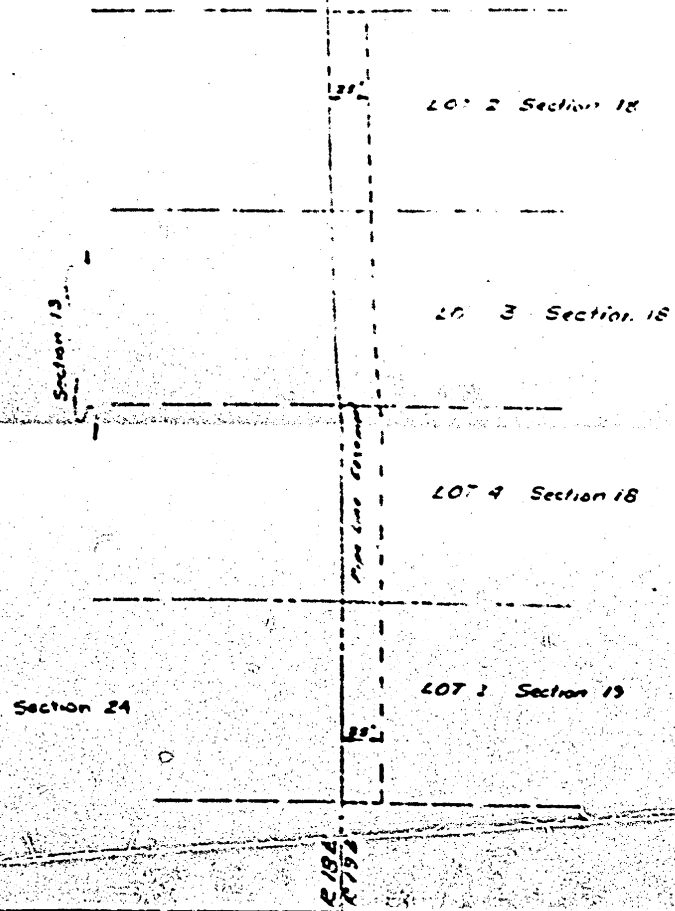
William J. Langley
Notary Public for Idaho
Residing at Twin Falls, Idaho


Filed for record at the request of Marcus, Leggat & Marcus at 9:05 o'clock A. M., November 15, 1965.

George F. McCoy, Ex-Officio Recorder
By Hazel Barber, Deputy

RELOCATION OF EASEMENT

West 25 feet of Lots 2, 3 and 4 of Sec. 18, and the west 25 feet of Lot 1 of Sec. 19, all in Township 1 North, Range 3 East, Boise Meridian.



	<i>R.O.W. Easement for Charles & Velta Brown 19 South of Bellevue</i>	
	INTERMOUNTAIN GAS COMPANY GENERAL OFFICES	
DATE <i>1-27-65</i>	APPRO. <i>[Signature]</i>	DRAWING NO. <i>A-33-8-17C</i>