

Signed and delivered in the presence of the undersigned witnesses:

Allie G. Covington

J. B. Fitchett  
By Margaret Fitchett  
Atty-in Fact

Margaret Fitchett  
Jessie Fitchett  
Rosa S. Purviance  
Charlie Fitchett Stewart

STATE OF IOWA } SS  
Polk County }

On this 5th day of October, A.D. 1934, before me Vera C. Porter a Notary Public duly commissioned and qualified for and residing in Polk County, State of Iowa, personally came Charlie Fitchett Stewart, to me known to be the identical person described in and who executed the foregoing conveyance as grantor and acknowledged the execution of the same to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year above mentioned.

(SEAL) Vera C. Porter

Notary Public in and for Polk County,  
State of Iowa.

My commission expires on the 4th day of July, 1936.

STATE OF MISSISSIPPI }  
County of Madison } - Know All Men By These Presents:

*See bottom of this page  
for filing*

That for and in consideration of One Dollar cash to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said grantor does hereby grant and convey unto the City of Canton, Mississippi, (herein styled grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, over and through the following described lands situated in the City of Canton, Madison County, State of Mississippi, to-wit:

The North part of Lot No. 50, on the North side of East Peace Street, according to George and Dunlap's map of Said City.

The above lot was formerly the homestead property of Mrs. A. G. Cage, deceased and we are some of her heirs at law.

TO HAVE AND TO HOLD unto said grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting repairing, maintaining, and replacing the property of grantee above described, and the removal of such at will, in whole or in part.

The said grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops, flowers, buildings, or fences from the construction, maintenance, and operation of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, and one by the said grantee, and the third by the two so appointed as aforesaid, and the written award of any two of such three persons shall be final and conclusive. We hereby agree that no claims for damages will be considered by said grantee unless said claims are made in writing to said grantee within ten days from the date of such damages.

It is hereby understood that the party securing this grant in behalf of grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS our signatures on this the 15 day of Sept. 1934.

Signed and delivered in the presence of the undersigned witnesses:

Robt. H. Powell  
Louise P. Ricks  
A. P. Foster  
Ida C. Roberts

Robert H. Powell  
Louise P. Ricks  
A. P. Foster  
Ida C. Roberts  
Emily C. Donaldson  
John J. Craig  
Albert L. Craig  
Bessie Cage Rose  
J. C. Bobb  
Marjorie B. Clark  
Mildred B. Rhett  
H. H. Bobb  
To Right of Way  
City of Canton, Miss.

Filed for record the 4th day of October, 1934  
at 4 O'clock P. M. Recorded the 24th day of  
October, 1934.

Aurie Sutherland, Chancery Clerk  
By Cammie Parker, Deputy Clerk