

Rodney B. McCleary et al	#2419	Filed for record the 17 day of June
To		A. D. 1959 at 9:15 o'clock A. M.
Natural Gas Pipeline	Fee \$1.80	
Company of America		Mary E. Welty, Recorder
<u>SURFACE EASEMENT</u>		

V.G.H.

STATE OF IOWA COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Rodney B. McCleary and Walker D. McCleary (hereinafter called Grantors, whether one or more) for and in consideration of the sum of - - Dollars in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto Natural Gas Pipeline Company of America, a corporation, its successors and assigns, (hereinafter called Grantee) an easement in and to the tract of land hereinafter described for the exclusive use and occupancy/thereafter maintaining, operating, altering, repairing, and removing valves, regulators, drips, meters, fittings, tie-overs, and all appurtenances and equipment used, useful, or convenient in connection therewith, said tract of land being situated in Madison County, and more particulary described as follows:

Valve Site #893
X Over #893 E

Tract # 1

Commencing at the center of Section 17, T74N, R27W, Madison County, Iowa; thence west 1320 feet to the quarter section and property line fence and 198 feet north to the 36" pipeline; thence S88°29'E, a distance of 23.5 feet along said 36" pipeline to a point of beginning; thence N1°31'E, a distance of 17.5 feet to a point; thence S88°29'E, a distance of 42.5 feet to a point; thence S1°31'W, a distance of 68.5 feet to a point on the 26" pipeline; thence N88°29'W, a distance of 42.5 feet along said 26" pipeline to a point; thence N1°31'E, a distance of 51 feet to the point of beginning on the 36" pipeline, containing 0.07 acres, more or less.

Tract # 2

Commencing at the center of Section 17, T74N, R27W, Madison County, Iowa; thence West 1320 feet to the quarter Section and property line fence and 147 feet north to the 26" pipeline; thence easterly 105 feet along said 26" pipeline to the point of beginning, continuing easterly along said 26" pipeline a distance of 30 feet to a point; thence southerly 50 feet to a point on the 24" pipeline; thence westerly a distance of 30 feet along said 24" pipeline to a point; thence northerly a distance of 50 feet to the point of beginning on the 26" pipeline, containing 0.03 acres, more or less.

together with the rights of ingress and egress thereto across adjacent lands at convenient points for the enjoyment of the uses, rights, and privileges aforesaid; hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

Grantee shall have the right to fence and enclose the above described tract of land within a single fence or to fence any of the facilities installed thereon in separate enclosures, and all other rights and benefits necessary or convenient for the full enjoyment and use thereof, including, but not by way of limitation, the right to erect a building or buildings and radio facilities thereon, the right to install pipelines, valves, conduits, and meter runs above and below the surface thereof, Grantee having the right to select the route or location thereof, and the right, from time to time, to cut and remove all trees, undergrowth, and other obstructions, whether on the above described tract of land or adjacent thereto, which may injure, endanger, or interfere with the rights herein granted, but Grantee shall pay to Grantors the reasonable value of any trees, undergrowth, or other obstructions cut or removed from any area adjacent to the above described tract.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns, until a valve or other facility of Grantee be constructed thereon, and so long thereafter as a

Deed Record, No. 89, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA-59067

valve or other facility of Grantee may be maintained thereon, and Grantors bind themselves, their successors, heirs, and assigns to warrant and forever defend all and singular the said premises unto Grantee, it successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantors.

It is mutually understood and agreed that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed, and that the rights and interests of Grantee hereunder may be assigned in whole or in part.

IN TESTIMONY WHEREOF, this instrument is executed on this 6th day of June, 1959.

Rodney B. McCleary
Rodney B. McCleary
Walker D. McCleary
Walker D. McCleary

STATE OF IOWA COUNTY OF POLK) SS.

On this 6th day of June, A.D. 1959, before me John D. Galvin personally appeared Rodney B. McCleary to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

John D. Galvin Notary Public
My commission expires July 4, 1960.

STATE OF IOWA COUNTY OF POLK) SS.

On this 6th day of June, A.D. 1959, before me John D. Galvin personally appeared Walker D. McCleary to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL
SEAL

John D. Galvin Notary Public
My commission expires July 4, 1960.