

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

C. R. Peters et al
To
Natural Gas Pipeline
Company of America

#348
Fee \$. 60

Filed for record the 23 day of January
A. D. 1947 at 11:16 o'clock A. M.

Wilma M. Wade, Recorder

I-922

RIGHT OF WAY GRANT

For and in consideration of the sum of One Hundred Twenty-Three and No/100 Dollars (\$123.00) to us in hand paid, receipt of which is hereby acknowledged, C. R. Peters do hereby grant, convey, and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, a right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, or pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and through the following real estate in Madison County, State of Iowa, to-wit:

NE 1/4 of SW 1/4 and N 1/2 of SE 1/4 of Section 21, T 74 N, R 28 W.

hereby relinquishing all contingent rights, including all right of dower, homestead or distributive share in and to the above described premises.

And also from time to time additional such pipelines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

Grantee shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon it shall be determined by three disinterested persons, one appointed by the Grantor one by the Grantee, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. Grantee shall bury pipelines below plow depth.

It is understood 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.

The Grantors represent that the above described land is rented for the period beginning March 1, 1946, to March 1, 1947, on Crop & Cash basis.
(Cash or Crop)

Executed this 4 day of October, 1946.

C. R. Peters.
Ory H. Peters.

STATE OF IOWA, COUNTY OF POLK) SS.

On this 4th day of Oct, A.D., 1946 before Paul Engel, a Notary Public in and for the County of Polk State of Iowa, personally appeared C R Peters and Ory H Peters to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal

NOTARIAL
the day and year last above written.
SEAL
My Commission expires: July 4- 1948

Paul Engel Notary Public
in and for Polk County, State of Iowa