

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

Thomas E. Wearmouth et al
To
Natural Gas Pipeline
Company of America

#349

Fee \$ 1.00

Filed for record the 23 day of January
A. D. 1947 at 11:17 o'clock A. M.

Wilma M. Wade, Recorder

I-543

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Thirty-seven Dollars and Fifty Cents (\$37.50) to us in hand paid, receipt of which is hereby acknowledged, we Thomas E. Wearmouth and Opal E. Wearmouth, husband and wife, do hereby grant, convey and warrant unto Natural Gas Pipeline Company of America whose name was formerly Continental Construction Corporation,

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its successors or assigns, a Right of Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline for the transportation of gas, (or any of its products), 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 described real estate in Madison County, State of Iowa, to-wit:

West One-half ($W\frac{1}{2}$) of the Southwest Fractional Quarter
(SW $\frac{1}{4}$) of Section Nineteen (19), Township Seventy-four
(74) North, Range Twenty-eight (28) West of the 5th P. M.,
Madison County, Iowa.

Grantee shall have and use for the purposes herein set forth a strip of ground three (3) rods in width through said lands and shall, after the construction of its pipeline as herein contemplated, file in the office of the County Recorder of Madison County, Iowa, a plat showing approximately the line of route of said pipeline through said county, and through the lands described herein. Said pipeline shall be deemed to be in the center of the three (3) rod strip through said lands.

Grantee shall replace in a good and workable condition all the drain tile cut in the construction of its line hereunder.

Grantee shall not construct its line nearer to any of the buildings on said premises than 200 hundred (200) feet and shall not interfere with the use of said premises by grantors for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

It is understood that this grant is made for the purpose of granting additional width for the laying of the additional pipeline provided for in the Right of Way contract dated October 1, 1930, and entered into between C. N. Fessler and Continental Construction Corporation, which Right of Way contract was duly filed for record in the office of the County Recorder of Madison County, Iowa, on the 22nd day of January, 1931, and duly recorded in said office in Miscellaneous Record Book No. 21, Page 383 thereof. It is further understood that the three (3) rods granted herein shall be immediately North of and parallel to the present pipeline owned by the Grantee herein over and across said premises.

It is understood that this grant is in lieu of and supersedes all right of the Grantee herein as to an additional pipeline under the Right of Way contract with C. N. Fessler above mentioned. The Grantee herein by acceptance of this grant hereby relinquishes and waives any and all claims as to any right to construct or maintain any additional pipeline across the premises herein described, except the pipeline now located on said premises and the pipeline to be constructed under and by virtue of this grant.

Grantee shall have the right of ingress and egress at either end of said strip for all purposes herein contemplated; 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, for a period of five (5) years and so long thereafter as any structure installed hereunder is used or remains thereon. It is understood that if the pipeline is not constructed within a period of five (5) years from date of this contract, Grantee's rights shall cease and terminate.

Grantee shall also pay reasonable damages to soil, growing crops, fences or improvements occasioned in laying, repairing or removing said line, drips and valves. It is understood that the minimum damages at the time of construction of said pipeline shall be not less than Three Dollars (\$3.00) per rod. If the amount of damages be not agreed upon, it shall be determined by three (3) disinterested persons, one appointed by the Grantors, one by the Grantee, and the third by the two so appointed, and their written determination or the determination of a majority of them, as to amount shall be final and conclusive. Grantee shall bury pipeline below plow depth.

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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 not rented.

Executed this 16th day of January, A. D. 1947.

Thomas E. Wearmouth
Opal E. Wearmouth
Grantors.

STATE OF IOWA, MADISON COUNTY) SS

I, Shirley A. Webster, a Notary Public in and for the said County and State, do hereby certify that Thomas E. Wearmouth and Opal E. Wearmouth, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

NOTARIAL
SEAL

Given under my hand and official seal this 16th day of January, A. D. 1947.
My commission expires July 4, 1948.

Shirley A. Webster Notary Public
in and for Madison County, Iowa.

Here filed for record the 22 day of January