

Deed Record, No. 82, Madison County, Iowa

Inace M. Seley
To
Natural Gas Pipeline Co of America

#4982
Fee \$.70

Filed for record the 14 day of November
A. D. 1947 at 10:40 o'clock A. M.
Wilma M. Wade, Recorder
I-160

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of Thirty Eight and No/100 Dollars (\$38.00) to us in hand paid, receipt of which is hereby acknowledged I, Inace M. Seley do hereby grant, convey and warrant to Natural Gas Pipeline Co. 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, and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles,with their necessary appurtenances, over, and thru the following real estate in Madison County, State of Iowa to-wit:

S. W. ¼ of S. W. ¼ of Section 22 and N. W. ¼ of S. W. ¼
of Section 22. T 74 N. R 29. W.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines 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 replace in a good and workmanlike manner all tile cut in the construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said premises than 300 feet and shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional pipe line 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 this 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 pipe lines 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 Not rented for the period beginning
- 19....., to - ,19..... on -
Basis, to - (Cash or Crop)

Executed this 6th day of November, 1947. Inace M. Seley (Seal)

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STATE OF IOWA COUNTY OF MADISON) SS.

On this 6 day of Nov. A. D. 1947, before Dorothy Crow, a Notary Public in and for the County of Madison State of Iowa, personally appeared Inace M Seley and - to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day **SEAL** year last above written.

Dorothy Crow Notary Public
in and for Madison County, State of Iowa
My Commission expires: -