

Deed Record, No. 78, Madison County, Iowa

Mrs Ida Miller

#1609

Filed for record the 17 day of
April A.D. 1943 at 10:41 o'clock
A.M.To
NATURAL GAS PIPELINE
COMPANY OF AMERICA

Fee \$.70 ✓

Pearl E. Shetterly, Recorder
Wilma M. Wade, DeputyRIGHT OF WAY GRANT

For and in consideration of the sum of Forty and no/100 Dollars (\$40.00) to us in hand paid, receipt of which is hereby acknowledged, _ Ida Miller, a widow (Sole owner) 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:

The West one-half of the Southeast Quarter of Section 9, Township 74 North Range 26 W. Except the West 46 rods, of the East 56 rods of the Southwest Quarter of the Southeast Quarter of Section 9, Township 74 North Range 26 West

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.

Grantors represent that the above described land is rented for the period beginning March 1, 1943, to March 1, 1944, on crop basis. To Coy Miller
(cash or crop)

Executed this 31st day of March, 1943.
Witness: R. B. Sunderman

Mrs. Ida Miller

I, the undersigned, for \$1.00 and other valuable considerations hereby adopt and join in the execution of the above and foregoing grant, and consent to the enjoyment by the grantee therein of the rights granted therein of the rights granted by said grant.

Dated this 31 day of March 1943.

Coy W. Miller

(over)

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23057

STATE OF IOWA COUNTY OF MADISON)SS.

On this 31 day of Mch., A.D., 1943, before C C Kale, a Notary Public in and for the County of Madison and State of Iowa, personally appeared Ida Miller 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 and year last above written.

My Commission expires: July 4-1945

C C Kale Notary Public
in and for Madison County, State of Iowa.