

Deed Record No. 70, Madison County, Iowa

Mutual Benefit Life Ins. Co.,

#1658

Filed for record the 3d day of
April A. D. 1934 at 8:00 o'clock
A. M.

To

Fee \$1.10 ✓

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

Natural Gas Pipeline Co. of America.

RIGHT OF WAY CONTRACT

THIS INDENTURE, Made this 10th day of January, A. D. 1934, by and between THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation of the State of New Jersey, party of the first part, and NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware Corporation, party of the second part, WITNESSETH:

That said party of the first part for and in consideration of the sum of \$161.00 to it in hand paid, receipt whereof is hereby acknowledged, said sum being at the rate of \$1.00 per rod for the right of way easement hereinafter mentioned, has bargained, sold, granted and conveyed and by these presents does bargain, sell, grant and convey unto the party of the second part, its successors and assigns, a right of way to maintain, operate, inspect, alter, repair, reconstruct and remove a pipe line for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters, and such other equipment and appurtenances as may be necessary or convenient for such operations over and through the following described real estate situated

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MATT PARROTT & SONS CO., WATERLOO, IOWA B51937

in Madison County, State of Iowa, to-wit:

A strip one rod in width, the center line of which begins at a point approximately 1361 feet North of the Southwest corner of Section Ten (10), Township Seventy-four (74) North, Range Twenty-six (26), West of the 5th P. M., thence runs East with a slight angle North for a distance of 161 rods to a point on the North and South center line of Section Ten (10), Township Seventy-four (74) North, Range Twenty-six (26), West of the 5th P. M., said point being 203 feet North of the Southeast corner of the North Half of the Southwest Quarter of said Section Ten (10),

as shown on the plat hereto attached and made a part hereof.

A pipe line has already been laid by party of the second part over the tract above described and the purpose hereof is to grant to party of the second part the right to operate and maintain such pipe line in accordance with the terms hereof and the party of the first part further grants unto party of the second part the right of ingress and egress to and from such real estate at such points where the least damage will result to the crops and premises of party of the first part. To Have and to Hold the same unto party of the second part, its successors and assigns, so long as any such pipe line is used or remains on said real estate.

As a further and additional consideration, it hereby is expressly understood and agreed that said party of the second part, its successors and assigns also shall pay to said grantor, its successors and assigns, reasonable damages to growing crops, fences and improvements occasioned by operating, maintaining, inspecting, altering, repairing and removing said pipe line, drips, and valves, or in anyway whatsoever occasioned by operating and maintaining said pipe line.

It is further agreed that said pipe line is buried at least three (3) feet below the surface; and that said party of the second part, its successors and assigns, if and when such pipe line is removed, shall refill the ditch, and pay to said party of the first part, its successors and assigns, such reasonable damages to the land, growing crops, fences and improvements, and any and all damages whatsoever occasioned by such removal.

It is also understood and agreed that the party of the second part, its successors and assigns, shall replace and relay, free of cost to the party of the first part, its successors and assigns, any and all drain tile on said premises, which may be disturbed or injured by maintenance, operation or removal of said pipe line.

This grant is intended as a right of way easement only; and party of the first part reserves from the operation of this instrument all rights and interest in and to said real estate not herein and hereby expressly given and granted.

It is further agreed that if and when the party of the second part shall permanently cease to use said pipe line and right of way for the purposes herein contemplated, the full possession and control of the premises affected hereby shall revert to the party of the first part and all rights herein granted to party of the second part shall thereupon terminate. Provided, however, that party of the second part shall have the right to remove said pipe line and appurtenances from the premises.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their Vice-Presidents and their corporate seals to be hereto affixed, attested by their Secretaries, all on the day and year first above written.

(CORPORATE SEAL)

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

By Herman G. Hornfeck
Vice-President

ATTEST:

Harry H. Allen
Secretary

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(CORPORATE SEAL)

NATURAL GAS PIPELINE COMPANY OF AMERICA

By Floyd C. Brown
Vice-President

ATTEST:
S. E. Campbell
Secretary

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS:

On this 18th day of January, A. D. 1934, before me, a Notary Public in and for said County, personally appeared Herman G. Hornfeck, to me personally known, who being by me duly sworn did say that he is the Vice-President of The Mutual Benefit Life Insurance Company, the grantor named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Herman G. Hornfeck acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Given under my hand and seal of office the day and year first above written.

(NOTARIAL SEAL)

Gustav A. Hornfeck
Notary Public in and for Essex
County, State of New Jersey.
Notary Public in New Jersey
My commission expires March 20, 1934

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

On this 10th day of March, A. D. 1934, before me, a Notary Public in and for said County, personally appeared FLOYD C. BROWN, to me personally known, who being by me duly sworn did say that he is the Vice-President of Natural Gas Pipeline Company of America, the grantee named in the foregoing instrument and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Floyd C. Brown acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Given under my hand and seal of office the day and year first above written.

Margaret K. Garvey
Notary Public in and for Cook
County, State of Illinois.

NOTARIAL
My Commission Expires
July 22, 1935