

Deed Record, No. 89, Madison County, Iowa

Guy Williams & wife
To
Natural Gas Pipeline
Company of America

#2948
Fee \$ 1.60

RIGHT OF WAY AGREEMENT
(Standard)

Filed for record the 16 day of July
A. D. 1958 at 9:59 o'clock A. M.
Mary E. Welty, Recorder
R/W No. 326 & 328 & 332
Line No. I-3
County Madison State of Iowa

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Guy Williams and Addie Williams, his wife. (herein referred to in the singular as GRANTOR, whether one or more), the owner of the real estate herein described, for valuable consideration received, does hereby grant, convey, and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA (herein called GRANTEE), its successors and assigns, the Right of Way and Easement in and in respect to the following real estate in Madison County, State of Iowa:

The North Half of the Northwest Quarter of Section 23, and the Southwest Quarter of the Southeast Quarter of Section 14, all in Township 74 North, of Range 28 West of the 5th P. M., Madison County, Iowa

to construct thereon and to reconstruct, operate, maintain, repair, alter, replace, move and remove an initial pipeline, for the transportation of gas, oil, or other substances transportable by pipeline, at route or routes selected by Grantee, together with such surface or subsurface appliances and facilities in Grantee's judgment necessary or convenient for the operation of any such pipeline; to have right of ingress and egress at convenient points for any such purposes, and all rights necessary or convenient for the enjoyment of said activities; Grantor hereby releasing and waiving all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD said Right of Way and Easement unto said Grantee, its successors and assigns, until a pipeline be constructed thereon and so long thereafter as any pipeline be maintained thereon.

And in consideration thereof the parties agree:

1. - -
2. Grantee covenants and agrees that it will bury said pipeline constructed hereunder below plow depth; and that it will pay to the then owner/s of said real estate and to any tenant or lessee thereof, as their respective interests may appear, any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights granted hereby.
3. Grantee shall have the right, from time to time, to cut all trees, undergrowth, and other obstructions, that, in its judgment, may injure, endanger or interfere with the full enjoyment of the rights granted hereby. Grantor shall not construct not permit to be constructed, any house, structure or other obstruction in the immediate vicinity of ~~any facility~~ any facility constructed hereunder, without the consent of Grantee.

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JENKINS-FERDEMAN CO., WATERLOO, IOWA-99067

4. - -
5. Grantor and Grantee agree 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.

Grantee further agrees not to damage more than 100 feet in width during construction of said Pipeline. Grantee shall pay to grantors as their interest may appear, the sum of \$3.00, per lineal rod for the line across said real estate.

Grantors represent that the above described land is - rented for the period beginning - - 19 -, to - -, 19 -, on cash or crop basis, to - - Tenant's Name.

Executed this 8th day of July, 1958.

Guy Williams
Guy Williams
Addie Williams
Addie Williams

JOINT ACKNOWLEDGMENT
STATE OF IOWA COUNTY OF MADISON) ss.

On this 8th day of July, A. D. 1958, before me, Mabelle Smith, personally appeared Guy Williams and Addie Williams, his wife his wife, 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.

NOTARIAL
SEAL

Mabelle Smith Notary Public
My commission expires: July 4th, 1960.