

Jay E. Wineinger et al
To
Natural Gas Pipeline
Company of America

#2967

Fee \$ 1.60 ✓

RIGHT OF WAY AGREEMENT
(Standard)

Filed for record the 17 day of July
A. D. 1958 at 4:30 o'clock P. M.

Mary E. Welty, Recorder
R/W No. 310 Line No. I-3
County Madison State of Iowa

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Jay E. Wineinger and Meryle Wineinger. (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 Southwest Quarter of Section 20, 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, and any additional pipelines desired by Grantee, 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. Grantee shall pay for each additional pipeline and its appurtenant facilities installed after the initial pipeline, within 60 days following such installation, to the then owners of said real estate, in proportion as their interest may appear, a sum equal to 3.00 per lineal rod of such additional pipeline.

2. Grantee covenants and agrees that it will bury all pipelines 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 constructed hereunder, without the consent of Grantee.

4. Grantor hereby consents to the laying of the initial pipeline or any additional pipeline within 300 feet of any occupied residence or residences on the land of the Grantor

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.

Grantors represent that the above described land is not rented for the period beginning - - 19 -, to - - 19 -, on cash or crop basis, to - - Tenant's Name.

Executed this 2 day of July, 1958.

Jay E. Wineinger
Jay E. Wineinger

Meryle Wineinger
Meryle Wineinger

Deed Record, No. 89, Madison County, Iowa

JENKINS-FERBEMANN CO., WATERLOO, IOWA-59067

JOINT ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 2nd day of July, A. D. 1958, before me E. C. Vierling, personally appeared Jay E. Wineinger and Meryle Wineinger 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.



E. C. Vierling Notary Public
My Commission Expires: July 4, 1960