

Deed Record, No. 89, Madison County, Iowa

Thomas E. Wearmouth & wife
To
Natural Gas Pipeline
Company of America

#2968

Fee \$ 1.60 /

Filed for record the 17 day of July
A. D. 1958 at 4:33 o'clock P. M.

Mary E. Welty, Recorder

RIGHT OF WAY AGREEMENT
(Standard)

R/W No. 306 Line No. I-3
County Madison State of Iowa

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Thomas E. Wearmouth & Opal Wearmouth, 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 West Fractional Half of the Southwest Quarter and the West
6.82 Acres of the East Half of the Southwest Quarter of Section
19, 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 Three Dollar 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

JENKINS-FERGEMANN CO., WATERLOO, IOWA-50607

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 8th day of July, 1958.

Thomas E. Wearmouth
Thomas E. Wearmouth
Opal Wearmouth
Opal Wearmouth

INDIVIDUAL ACKNOWLEDGMENT
STATE OF IOWA COUNTY OF Madison) SS.

On this 8th day of July, A. D. 1958, before me Mildred L. Cain, personally appeared
Thomas E. Wearmouth & Opal Wearmouth, his wife to me known to be the person named in and
who executed the foregoing instrument, and acknowledged that they executed the same as
their voluntary act and deed.



Mildred L. Cain Notary Public
My Commission expires: July 4, 1960