

Record No.

87

MADISON

County,

LL 11-2/57 (Iowa)

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 78964 Form 1300

RIGHT OF WAY AGREEMENT

Ivan Austin and wife

TO

Natural Gas Pipeline Company of America

Received for record on the 23 day of July 1958

at 4:00 o'clock P. M.

#3040

Mary E. Welty

Recorder

Shirley G. Henry -

Deputy

Fee \$ 1.60

R/W No. 339

Line No. I-3

County Madison

State of Iowa

RIGHT OF WAY AGREEMENT

(Standard)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Ivan Austin and Pauline Austin, 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 Southwest Fractional Quarter of the Northwest Quarter and a tract of land described as follows: Commencing at the Southwest Corner of the Southeast Quarter of the Northwest Quarter, running thence North 20 feet, thence in a South-easterly direction to a point 20 feet East of the place of beginning, thence West 20 feet to the place of beginning; and the Northeast Quarter of the Southwest Quarter of Section 18, in Township 74 North, of Range 27 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 ~~one~~ ^{two} 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, nor 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 , 19 58

In consideration of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Right of Way Agreement joins, to the extent of his interest, therein.

Dated this day of , 19 .

(Tenant) (SEAL)

Ivan Austin

Ivan Austin

Pauline Austin

Pauline Austin

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Madison , ss.

On this 3rd day of July , A. D. 1958, before me Ruth M. Clarkson,

personally appeared Ivan Austin and Pauline Austin-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.

(SEAL)

NOTARIAL
SEAL

Ruth M. Clarkson

Notary Public

My Commission expires:

July 4, 1960

JOINT ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF , ss.

On this day of , A. D. 19 , before me ,

personally appeared

his wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that executed the same as their voluntary act and deed.

(SEAL)

Notary Public

My Commission expires:

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF , ss.

On this day of , A. D. 19 , before me, a Notary Public, in and for said county,

personally appeared , to me personally known,

who being by me duly sworn did say that he is of said

, that the seal affixed to said instrument is the seal of said corporation and

by authority of its board of directors and said acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

(SEAL)

Notary Public

My Commission expires: