

Record No. 87 , MADISON County,

LL 11-2/57 (Iowa)

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

RIGHT OF WAY AGREEMENT

Nellie & F. A. Ham

TO

Natural Gas Pipeline Company of America

Received for record July 24 19 58
at 9:48 o'clock A M.
#3045 Mary E. Welty
Recorder
Deputy
Fee \$ 1.60

RIGHT OF WAY AGREEMENT
(Standard)

R/W No. 305
Line No. I-3
County Madison
State of Iowa

KNOW ALL MEN BY THESE PRESENTS: That the undersigned
Nellie Ham and F. A. Ham, wife and husband,

(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 East Half of the Southeast Quarter of Section 24, in Township 74 North, of Range 29 West of the 5th P. M., Madison County, Iowa.

Said easement to be 100 feet in width paralleling the north present pipeline across said premises.

to construct thereon and to reconstruct, operate, maintain, repair, alter, replace, move and remove an initial pipeline, ~~XXXXXX~~ 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:

~~XXXXXX~~

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.

6. It is understood that the pipeline to be installed will be at least approximately 30 feet north of owners' present well on premises.

7. Grantee agrees to place pipeline at least six (6) inches below the flow line of present tile on premises.

Grantors represent that the above described land is rented for the period beginning March 1 19 58, to March 1 19 58, on Crop basis, to Guy H. Gorr (Cash or Crop) (Tenant's Name)

Executed this 15 day of July 19 58.
5.00

In consideration of \$5.00 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 15 day of July 19 58.

Guy H. Gorr (SEAL)

Guy H. Gorr

Nellie Ham
Nellie Ham
F. A. Ham
F. A. Ham

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON, ss.

On this 15 day of July, A. D. 19 58, before me Shirley A. Webster, personally appeared Nellie Ham and F. A. Ham

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)

Shirley A. Webster
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: