

Record No. 87 , MADISON County,

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

LL 11-2/57 (Iowa)

RIGHT OF WAY AGREEMENT

Eugenia LeGrande et al

TO

Natural Gas Pipeline Company of America

Received for record July 31 1958

at 9:48 o'clock A. M.

#3175

Mary E. Welty

Recorder

Deputy

Fee \$ 1.60

R/W No. 304

Line No. I-3

County Madison

State of Iowa

RIGHT OF WAY AGREEMENT

(Standard)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned

Eugenia LeGrande and Frances LeGrande

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

Restricted to one hundred (100) feet in width as per present survey and presently staked over and across the above described real estate.

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 Dollar per lineal rod of such additional pipeline.

2. Grantee covenants and agrees that it will bury said 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 other things 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 covenants 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.

Grantee further agrees not to damage more than 100 feet in width during construction of said pipeline as per survey and presently staked.

Grantors represent that the above described land is rented for the period beginning March 1 1958, to March 1st 1959, on Cash basis, to J. C. LeGrande (Tenant's Name)

Executed this 21st day of July 1958.

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 21st day of July 1958

J. C. LeGrande (SEAL) (Tenant) J. C. LeGrande

Eugenia LeGrande
Eugenia LeGrande
Frances LeGrande
Frances LeGrande

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Madison, ss.

On this 21st day of July, A. D. 1958, before me Jno. N. Hartley personally appeared Eugenia LeGrande, single and Frances LeGrande, single

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.

(SEAL)

Jno. N. Hartley
Notary Public

My Commission expires:

July 4th, 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: