

Record No. 87

MADISON

County,

LL 11-2/57 (Iowa)

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

RIGHT OF WAY AGREEMENT

W. Kirk Cochran & wife

TO

Natural Gas Pipeline Company of America

Received for record July 31

19 58

at 9:51 o'clock A. M.

#3176

Mary E. Welty

Recorder

Deputy

Fee \$ 1.60

R/W No. 303

Line No. I-3

County Madison

State of Iowa Iowa

RIGHT OF WAY AGREEMENT

(Standard)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned

W. Kirk Cochran and Nellie Cochran, Husband and 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 Quarter (SW $\frac{1}{4}$) of Section Twenty-four (24), in Township Seventy-four (74) North of Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa

Pipeline shall enter above described property One Hundred and Twenty-five (125) feet North of existing pipeline and shall continue in an Easterly direction and shall not be laid less than 125 feet South of existing pond on 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 to any point 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 to their interest in said real estate, an amount equal to One Dollar per lineal foot of such additional pipeline.

2. Grantee covenants and agrees that it will bury its 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 600 feet of any occupied residence or residence 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.

Grantee shall pay to grantors as their interest may appear, the sum of \$3.00, per lineal rod for the line across said real estate.

Grantors represent that the above described land is not rented for the period beginning, 19, to, 19, on, basis, to, (Cash or Crop) (Tenant's Name)

Executed this 25th 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)

W. Kirk Cochran

W. Kirk Cochran

Nellie Cochran

Nellie Cochran

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF, ss.

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

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

(SEAL)

Notary Public

My Commission expires:

JOINT ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Madison, ss.

On this 25th day of July, A. D. 1958, before me Jno. N. Hartley personally appeared W. Kirk Cochran and Nellie Cochran

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

Jno. N. Hartley

Notary Public

My Commission expires:

July 4th, 1960.

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: