

Record No. 87 ,

MADISON

County,

LL 11-2/57 (Iowa)

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

RIGHT OF WAY AGREEMENT

Ora A. Graham

TO

Natural Gas Pipeline Company of America

Received for record August 6 19 58

at 9:40 o'clock A. M.

#3272

Mary E. Welty

Recorder

Shirley G. Henry

Deputy

Fee \$ 1.60

R/W No. 299

Line No. I-3

County Madison

State of Iowa

RIGHT OF WAY AGREEMENT

(Standard)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned

Ora A. Graham

(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 of the Southwest Quarter of Section 23,
in Township 74 North, of range 29 West of the 5th P. M., Madison
County, Iowa.

a pipeline

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 each installation to the then owners of said real estate in proportion to their interests as they appear, a sum equal to One Dollar per lineal foot of each 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 ~~on 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 rented for the period beginning March 1, 1958,
to March 1, 1959, on Cash basis, to Merl L. Kerns
(Cash or Crop) (Tenant's Name)

Executed this 25th day of July, 1958.

\$ 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.

Ora A. Graham

Ora A. Graham

Dated this 29 day of July, 1958.

Merl L. Kerns

(Tenant) Merl L. Kerns (SEAL)

INDIVIDUAL ACKNOWLEDGMENT

WASHINGTON

STATE OF ~~IOWA~~ COUNTY OF

SPOKANE

, ss.

On this 25th day of July, A. D. 1958, before me Lawrence V. Duffypersonally appeared Ora A. Graham

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

(SEAL)

Lawrence V. Duffy

Notary Public

My Commission expires:

Nov. 4, 1958.



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: