

Deed Record, No. 82, Madison County, Iowa

Ralph J. Hammans
To
Natural Gas Pipeline
Company of America

#3268
Fee \$.80

Filed for record the 17 day of July
A. D. 1947 at 11:00 o'clock A. M.

Wilma M. Wade, Recorder

RIGHT OF WAY AGREEMENT

I-472

For and in consideration of the sum of One Hundred Twenty-Five Dollars (\$125.00) to me in hand paid, receipt of which is hereby acknowledged, I, Ralph J. Hammans, a single person, do hereby grant, convey, and warrant unto the Natural Gas Pipeline Company of America, whose name was formerly the Continental Construction Corporation, its successors or assigns, a Right of Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline for the transportation of gas, (or any of its products), and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient for such operations, over and through the following described real estate in Madison County, State of Iowa, to-wit:

The South One-half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-two (22) and the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-three (23), all in Township Seventy-four (74), North of Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa.

Grantee shall have and use for the purposes herein set forth a strip of ground three (3) rods in width through said lands and shall, after the construction of its pipeline as herein contemplated, file in the office of the County Recorder of Madison County, Iowa, a plat showing approximately the line of route of said pipeline through said county and through the lands described herein. Said pipeline shall be deemed to be in the center of the three (3) rod strip through said lands.

Grantee shall replace in a good and workable condition all the drain tile cut in the construction of its line hereunder, and the Grantee further agrees to correct any side-hill seepage or drainage caused by the installation of said pipeline by installing such necessary tile as may be needed. It is understood that this matter shall be handled in addition to the subsequent provisions with reference to damages.

Grantee shall not construct its line nearer to any of the buildings on said premises than two hundred (200) feet and shall not interfere with the use of said premises by grantors for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall have the right of ingress and egress at either end of said strip for all purposes herein contemplated; together with all rights necessary for the convenient enjoyment of the privileges herein granted. To have and to hold the same unto said Grantee, its successors and assigns, for a period of five (5) years and so long thereafter as any structure installed hereunder is used or remains thereon. It is understood that if the pipeline is not constructed within a period of five (5) years from date of this contract, Grantee's rights shall cease and terminate.

Grantee shall also pay reasonable damages to soil, growing crops, fences or improvements occasioned in laying, repairing or removing said line, drips and valves. It is understood that the minimum damages at the time of construction of said pipeline shall be not less than Three Dollars (\$3.00) per rod. If the amount of damages be not agreed upon, it shall be determined by three (3) disinterested persons, one appointed by the Grantors, one by the Grantee, and the third by the two so appointed, and their written determination or the determination of a majority of them, as to amount shall be final and conclusive. Grantee shall bury pipeline below plow depth.

It is understood 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.

Executed this 6th day of February, A.D. 1947.

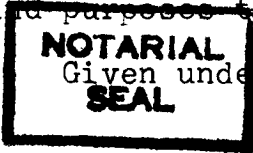
Ralph J. Hammans
Grantor

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

STATE OF IOWA COUNTY OF MADISON) ss

I, Robert O. Frederick, a Notary Public in and for the said County and State, do here-
by certify that Ralph J. Hammans, personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered the said instrument as his free and voluntary act for the uses
and purposes therein set forth.



Robert O Frederick Notary public
in and for Madison County, Iowa.
My commission expires July 4, 1948.