

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY ET AL
To
Natural Gas Pipeline Co.
of America

#2622

Fee \$1.10

Filed for record the 8 day of July
A.D. 1943 at 10:17 o'clock A.M.

Pearl E. Shetterly, Recorder

GRANT OF EASEMENT

THIS INDENTURE, made this 21st day of April, A.D. 1943, by and between The Mutual Benefit Life Insurance Company, a New Jersey corporation, and Robert K. Phillips and Mary Phillips, his wife, of the County of Madison and State of Iowa, parties of the first part, and Natural Gas Pipeline Company of America, a corporation, party of the second part.

WITNESSETH THAT the said parties of the first part, for and in consideration of the sum of Eighty Dollars (\$80.00) to them paid, receipt whereof is hereby acknowledged, have bargained, sold, granted and conveyed, and by these presents do bargain, sell, grant and convey unto the party of the second part, its successors and assigns, a right of way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline for the transportation of gas, oil, petroleum or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be

necessary for such operations over and through certain lands situated in Madison County, Iowa, described as follows:-

The North half of the Southwest quarter of Section 10, Township 74 North, Range 26 West of the 5th P.M., except railroad right of way,

together with the right of ingress and egress for such purposes, provided, however, that the places of ingress and egress shall be at such points where the same shall do the least damage to said premises, and the crops and improvements thereon, and provided further that in the construction and maintenance of said pipeline said party of the second part shall be confined to a strip of land not to exceed two rods on each side of the center line of said pipeline, which center line shall be about 50 feet north of and parallel to the present pipeline across said property owned by the party of the second part.

Additional lines may be laid parallel to the first line and within the four rod strip described herein, any such additional line to be paid for in advance of construction on a basis of fifty cents per rod for each additional line so laid.

As a further and additional consideration it is hereby expressly understood and agreed that the said party of the second part, its successors and assigns, shall pay to the parties of the first part, their respective successors and assigns, and to the ^{tenant or} tenants of said parties of the first part, their respective successors or assigns, such reasonable damages to growing crops, fences and improvements as they may respectively sustain by reason of the construction, reconstruction, renewal, operation, maintenance, inspection, alteration, repair and removal of said pipeline or pipelines or any of the equipment and appurtenances used in connection therewith, or in any manner whatsoever occasioned by the operation of said pipeline or pipelines.

It is stipulated that said pipeline or pipelines shall be buried below plow depth and that said party of the second part, its successors and assigns, if and when such pipeline or pipelines are removed, shall refill the ditch or ditches and leave the premises in good condition.

This grant is intended as a right of way easement only and the parties of the first part reserve from the operation of this instrument all rights and interests in and to said real estate not herein expressly granted, including specifically the right to use said four rod strip for agricultural purposes in any manner not inconsistent with the rights of the party of the second part hereunder.

The Mutual Benefit Life Insurance Company executes this instrument because it is the record owner of the premises above described; Robert K. Phillips executes because he holds a contract to purchase said premises from said insurance company, and Mary Phillips executes because she is the wife of Robert K. Phillips and for the purpose of relinquishing all contingent rights, including all right of dower, homestead or distributive share in and to the right of way easement hereby conveyed.

IN WITNESS WHEREOF said The Mutual Benefit Life Insurance Company has caused these presents to be executed by its Vice President and its corporate seal to be hereto affixed, attested by its Secretary, and said Robert K. Phillips and Mary Phillips, his wife, have hereunto set their hands and seals the day and year first above written.

Attest:
Harry H Allen Secretary

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
By Milo W. Wilder Jr Vice President

In the presence of:
Clifford Z Smith

(CORPORATE SEAL)

Robert K. Phillips (L.S.)
Robert K. Phillips
Mary Phillips (L.S.)
Mary Phillips

STATE OF NEW JERSEY COUNTY OF ESSEX)SS:

On this 6th day of May, 1943, before me, a Notary Public in and for Essex County, New Jersey, personally appeared Milo W. Wilder Jr, to me personally known, who being by me duly

sworn did say that he is a Vice President of The Mutual Benefit Life Insurance Company, the grantor in the foregoing instrument, that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said Milo W. Wilder, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Witness my hand and official seal this 6th day of May, 1943.

(Notarial Seal)

Gustav A Hornfeck
Notary Public in New Jersey
My Commission Expires March 20, 1944.

STATE OF IOWA COUNTY OF MADISON)SS:

On this 13 day of May, A.D. 1943, before me, a Notary Public in and for said County, personally appeared Robert K. Phillips and Mary Phillips, his wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

Witness my hand and official seal this 13 day of May, 1943.

Clifford Z Smith -