LL-3 (Iowa)
Rev. 2/84

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REC. ✓
PAGE ✓

Compared

Line No. Amarillo
R/W No. I-4-257
County Madison
State of Iowa

RIGHT OF WAY AGREEMENT
(Standard)

The undersigned (hereinafter 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, a Delaware corporation (hereinafter referred to as GRANTEE), its successors and assigns, the rights, privileges and easements hereinafter set forth with respect to the following described real estate in the County of Madison, State of Iowa, to wit:

The East Half of the Southeast Quarter (E½ SE¼) of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M.

(hereinafter referred to as "said land.")

The rights, privileges and easements hereby granted to GRANTEE shall include the right, privilege and easement to construct within said land, and to reconstruct, operate, maintain, inspect, test, repair, alter, replace, move, remove, change the size of, and abandon in place, an initial pipeline, and from time to time any additional pipelines desired by GRANTEE, for the transportation of gas, oil, or other substances transportable by pipeline, together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easements hereby granted. As used herein, the term "pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities as are necessary or convenient, in the judgment of GRANTEE, for the operation or maintenance of any such pipeline. GRANTEE shall have the right to select the route of such initial pipeline and the route of any additional pipeline or pipelines through said land, and GRANTEE shall have the right of ingress and egress over said land at convenient points for the exercise of the rights, privileges and easements herein granted. GRANTOR hereby releases and waives all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD said rights, privileges and easements unto said GRANTEE, its successors and assigns until GRANTEE shall release such rights, privileges and easements by an instrument in writing duly recorded.

The terms and conditions of this Agreement are as follows:

1. GRANTEE shall pay for each additional pipeline and its appurtenant facilities installed within said land a sum equal to One Dollar per lineal rod for each lineal rod of additional pipeline installed within said land. This sum shall be paid to the then owners of said land, as their respective interests may appear, within 60 days following the completion of such installation.

2. GRANTEE shall pay the then owners of said land and any tenant or lessee thereof, as their respective interests may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted.

3. Each pipeline installed hereunder shall be constructed not less than 30 inches below the surface elevation of said land at the time of construction, provided that subsoil conditions will permit a pipeline to be constructed at or below this depth using normal construction methods. In the event that rock or other subsoil conditions do not permit a pipeline to be constructed at or below this depth by normal construction methods, each pipeline constructed hereunder shall be constructed at the lowest depth above the 30 inch minimum depth specified above that normal construction methods will permit.

4. GRANTOR hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or other structure in the immediate vicinity of any pipeline or other facility constructed by GRANTEE hereunder, without the express prior consent of the GRANTEE. In addition, 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 exercise by GRANTEE of the rights, privileges and easements herein granted.

5. Grantee agrees that the pipeline installed under this agreement shall be no larger than 36" O.D.

6. Grantee agrees that the pipeline shall be installed in the existing No. 1 24" pipeline ditch.

GRANTOR hereby acknowledges 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.

GRANTOR represents that the above-described land is ____ rented for the period beginning ____, 19__, to ____, 19__, on ____ (Cash or Crop) basis, to ____ (Tenant's Name).

Executed this 11 day of April, 1984.

Witness:
Rolland Shipley
Rolland Shipley

Dale H. Wearmouth
Dale H. Wearmouth

Ava Wearmouth
Ava Wearmouth

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of $1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Right of Way Agreement consents to and joins in such Agreement, to the extent of his interest in the real estate described therein.

Dated this ____ day of ____, 19__.

FILED NO. 1850
BOOK 119 PAGE 324
1984 APR 13 PM 3:40
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
2pp. Fee $6.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF _____ } S.S.

On this _____ day of _____, A.D. 19 ____, before me _____,
personally appeared _____,
to me known to be the identical 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 } S.S.

On this 11 day of April, A.D. 1984, before me Rolland Shipley
personally appeared Dale H. Wearmouth and Wearmouth and
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.

Rolland W. Shipley
Notary Public

Rolland W. Shipley

My Commission expires: 1985

FROM

TO

NATURAL GAS PIPELINE COMPANY OF AMERICA

STATE OF IOWA
COUNTY OF Madison

I hereby certify that within instrument was filed for record on the 13 day of April, 19 84, at 3:40 o'clock P M., and was duly recorded in Volume 119 of _____ at Page 334 and examined.

Mary E. Welty
Recorder

Return to:

Natural Gas Pipeline Company of America
Box 289
Creston, IA 50801

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF _____ } S.S.

On this _____ day of _____, A.D. 19 ____, before me _____,
personally appeared _____,
to me known to be the identical 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:
_____