Line No. No. 1
R/W No. I-3-301A and I-3-303A
County OF MADISON
State of IOWA

IOWA

RIGHT OF WAY AGREEMENT

The undersigned, herein called GRANTOR (whether one or more), for valuable consideration received, receipt of which is hereby acknowledged, hereby grants, sells, conveys and warrants to NATURAL GAS PIPELINE COMPANY OF AMERICA, a corporation, its successors and assigns, herein called GRANTEE, a right of way and easement to construct, reconstruct, operate, maintain, inspect, protect, test, repair, alter, replace, ~~move,~~ remove, change the size of and abandon in place a pipeline and necessary or convenient surface or subsurface appliances and appurtenant facilities for the transportation of gas, oil or other substances transportable by pipeline upon and along a route to be selected by GRANTEE under, upon, over and through the following described land located in the County of Madison, State of Iowa, to-wit:

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The Southeast Quarter (SE¼) of Section Twenty-three (23) and the Southwest Quarter (SW¼) of Section Twenty-four (24), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M.

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

IND. ✓
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(hereinafter referred to as "said land"), together with the right of ingress and egress across said land at convenient points to and from said right of way and easement for the purposes aforesaid, and GRANTOR hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws.

TO HAVE AND TO HOLD said right of way, easement and privileges unto GRANTEE, its successors and assigns forever. If at any time said right of way and easement is not used by GRANTEE, its successors or assigns for a continuous period of two years, GRANTEE shall release the rights, privileges and easement herein granted by an instrument in writing duly recorded.

The terms and conditions of this Agreement are as follows:

1. Other than for the right of ingress and egress provided above, GRANTEE, in the exercise of the rights, privileges and easement herein granted, shall be limited to the use of a strip of land 75 feet (75') in width across the above-described land; except, however, that any point at which the pipeline to be constructed hereunder crosses any river, stream, drainage ditch or any other waterway, road, railroad, pipeline or other like obstruction encountered on or adjacent to the above described property, GRANTEE shall be entitled to an additional 50 feet (50') in width by 100 feet (100') in length for use in the exercise of the rights, privileges and easement herein granted.

2. Upon completion of construction of the pipeline, the right of way acquired by GRANTEE herein shall revert in width 50 feet (50') extending 25 feet (25') on each side of said pipeline. Upon completion of construction of the pipeline and if GRANTOR so requests in writing, GRANTEE shall furnish GRANTOR a written instrument in recordable form describing the center of the pipeline as constructed.

3. The pipeline installed hereunder shall be constructed not less that 36 inches (36") below the surface elevation of said land at the time of construction; ~~however, if rock or other subsoil conditions do not permit the pipeline to be so constructed, the pipeline shall be constructed as close to the specified 36-inch minimum depth as normal construction methods will permit.~~

FAS

4. GRANTEE will pay to the then owner of said land and to any tenant or lessee thereof, as their respective interests may appear, any damage to fences, tile drains, improvements and growing crops which may be caused by the exercise of the rights and privileges as to the pipeline, appliances or appurtenant facilities herein authorized.

5. GRANTOR reserves the right to use said land in any manner that will not prevent or interfere with the exercise of GRANTEE of its rights hereunder, provided however, that GRANTOR shall not erect, construct, or create any building, structure or improvements of any kind to, on or above the surface of the right of way and easement. 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 easement herein granted.

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 Not rented for the period beginning _____, 19 ____, to _____, 19____, on _____ Cash or Crop basis, to _____ Tenant's Name.

Executed this 21 day of May, 19 81.

W. Kirk Cochran
W. Kirk Cochran
Lorimor, Iowa 50149

Nellie Cochran
Nellie Cochran
Lorimor, Iowa 50149

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of _____ 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____.

_____

_____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF MADISON } S.S.

I, Jo Ann Allen, a Notary Public in and for said County in the State aforesaid, do hereby certify that W. Kirk Cochran and Nellie Cochran personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

JO ANN ALLEN NOTARIAL SEAL Iowa (SEAL)

GIVEN under my hand and official seal this 21 day of May, A.D. 1981

Jo Ann Allen Notary Public

My Commission expires:
5/30/83