MATT PARROTT & SONS CO., WATERLOO, IOWA 68-4316

Ralph J. Hammans
To
Natural Gas Pipeline
Company of America

#729

Fee $2.50

Filed for record the 27 day of May
A.D. 1969 at 4:45 o'clock P. M.

Mary E. Welty, Recorder

RIGHT OF WAY AGREEMENT

Lien No. I-3-324
County Madison State of Iowa

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

MATT PARROTT & SONS CO., WATERLOO, IOWA 66-4316

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 SW¼ NE¼, Sec. 22, T 74 N, R 28 W of the 5th P. M.
Madison County, Iowa. (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, 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 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. - - -

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 48 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 dept 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 48 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 pipelines 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.

This pipeline shall be one line only, from the existing pipeline to the Lorimor meter site. Any fences cut will be braced and anchored to landowner's approval.

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 basis, to Jack Hammans (tenant's name.)

Executed this 27 day of May, 1969.

Ralph J. Hammans
Ralph J. Hammans

MATT PARROTT & SONS CO., WATERLOO, IOWA 66-4316

STATE OF IOWA COUNTY OF MADISON) SS.

On this 27th day of May, A.D. 1969, before me Mabelle Smith, personally appeared Ralph J. Hammans to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL

Mabelle Smith
Mabelle Smith, Notary Public
My commission expires: July 4th, 1969.