Deed Record, No. 91, Madison County, Iowa

Robert K. Phillips & wife
To
Northern Gas Pipeline
Company of America

#2265

Fee $2.50

Filed for record the 20 day of July
A. D. 1962 at 9:33 o'clock A. M.

Mary E. Welty, Recorder

RIGHT OF WAY AGREEMENT

R/W No. Truro Meter Site Line No. - -
County Madison State of Iowa

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Robert K. Phillips and Mary E. Phillips, husband and wife, (herein 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 (herein called Grantee) its successors and assigns, the Right of Way and Easement in and in respect to the following real estate in Madison County, State of Iowa:

The Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 10, Township 74 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa

to construct thereon and to reconstruct, operate, maintain, repair, alter, replace, move and remove an initial pipeline, and any additional pipelines desired by Grantee, for the transportation of gas, oil, or other substances transportable by pipeline, at route or routes selected by Grantee, together with such surface or subsurface appliances and facilities in Grantee's judgment necessary or convenient for the operation of any such pipeline; to have right of ingress and egress at convenient points for any such purposes, and all rights necessary or convenient for the enjoyment of said activities; Grantor hereby releasing and waiving all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD said Right of Way and Easement unto said Grantee, its successors and assigns, until a pipeline be constructed thereon and so long thereafter as any pipeline be maintained thereon.

And in consideration thereof the parties agree:

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

1. Grantee shall pay for each additional pipeline and its appurtenant facilities installed after the initial pipeline, within 60 days following such installation, to the then owners of said real estate, in proportion as their interest may appear, a sum equal to One Dollar per lineal rod of such additional pipeline.

2. Grantee covenants and agrees that it will bury all pipeline constructed hereunder below plow depth; and that it will pay to the then owner/s of said real estate and to any tenant or lessee thereof, as their respective interests may appear, any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights granted hereby.

3. 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 full enjoyment of the rights granted hereby. Grantor shall not construct, not permit to be constructed, any house, structure or other obstruction in the immediate vicinity of any facility constructed hereunder, without the consent of Grantee.

4. Grantor hereby consents to the laying of the initial pipeline or any additional pipeline within 300 feet of any occupied residence or residences on the land of the Grantor.

5. Grantor and Grantee agree 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.

6. Grantor hereby consents to the installation of side tap and valve.

Grantors represent that the above described land is not rented for the period beginning - - 19 - -, to - - 19- -.

Executed this 10th day of July, 1962.

Robert K. Phillips
Robert K. Phillips
Mary E. Phillips
Mary E. Phillips

STATE OF IOWA COUNTY OF MADISON) SS.

On this 10 day of July A.D. 1962, before me M. S. Creger, personally appeared Robert K. Phillips and Mary E. Phillips, husband and wife his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

M. S. Creger Notary Public
My commission expires July 4, -63