

Prepared by and return to:  
Jeremy McCarty (804)405-3227  
Right of Way Department  
Northern Natural Gas Company  
1120 Centre Pointe Dr. STE 400  
Mendota Heights MN 55120



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**Daneen Schindler, RECORDER/REGISTRAR**  
**DELAWARE COUNTY IOWA**

W.O. No.: CAPGTR1000002770  
Line No.: IAM60901  
Tract No.: DE-003

### **PIPELINE EASEMENT**

For and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as Grantor, whether one or more), hereby bargains, grants, conveys, and warrants to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at P. O. Box 3330, Omaha, Nebraska 68103 (hereinafter referred to as Grantee), the right, privilege, and easement to construct, maintain, operate, inspect, repair, replace, protect, alter, and remove pipelines and below ground appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land see attached exhibit across the following described land situated in the County of Delaware and the State of Iowa, to-wit:

N2 of Lot 5 of Houlihan's Bailey Ford Subdivision  
Part of the SE SE S10 T88N R5W  
Delaware Conty IA  
See Exhibit "A" attached hereto  
and made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together, with the right of ingress to and egress from said right-of-way across the adjacent property of Grantor for the purpose of surveying and clearing the right-of-way of brush, trees, and obstructions, and for constructing, maintaining, operating, inspecting, repairing, replacing, protecting, altering, or removing the pipelines and appurtenances of Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. That during original construction of said pipelines or appurtenances, Grantee may utilize an additional strip of land not more than twenty-five feet (25') in width adjacent to Grantee's easement strip for temporary working space only.

2. That in the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe during original construction to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided; (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (d) properly support each side of a contemplated fence opening by suitable post and braces before an existing agricultural fence is cut, and, where required, to provide a temporary gate; (e) repair in a good and workmanlike manner any and all existing agricultural fences and drainage and irrigation systems which are cut or damaged by Grantee; and (f) restore or pay Grantor for any damages caused by Grantee to Grantor's growing crops, grasses, landscaping, existing agricultural fences, buildings, or livestock as a result of the construction of Grantee's facilities.

3. That Grantor shall have the right to use and enjoy the surface of the right-of-way for purposes which will not interfere with the use of the right-of-way by the Grantee for any of the purposes herein above granted, it being understood that no building, structure, improvement, landscaping, or obstruction, other than ordinary and usual agricultural fences, shall be placed

within or upon the right-of-way, and that there shall be no alteration of the ground surface or grade of the right-of-way, without the express written consent of the Grantee, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, landscaping, buildings, structures, improvements, residential fences or other obstructions, though Grantee has no obligation to do so, and, after said pipelines have been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, landscaping, buildings, structure, improvements, residential fences and other obstructions in the exercise of its rights hereunder.

4. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

5. That the rights of the Grantee may be assigned in whole or in part.

6. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

**7. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.**

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this 29<sup>th</sup> day of June, 2026

**GRANTORS:**

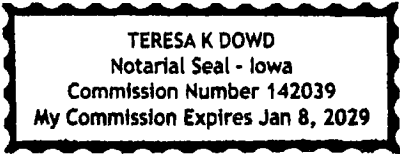
Margaret Earlene Houlihan, trustee

Print Name: Margaret Earlene Houlihan, Trustee

STATE OF Iowa )  
 )SS  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 29 day of June,  
2026, by Margaret Earlene Houlihan, Trustee of the Margaret Earlene Houlihan Revocable  
Trust dated June 10, 2013.

(S E A L)

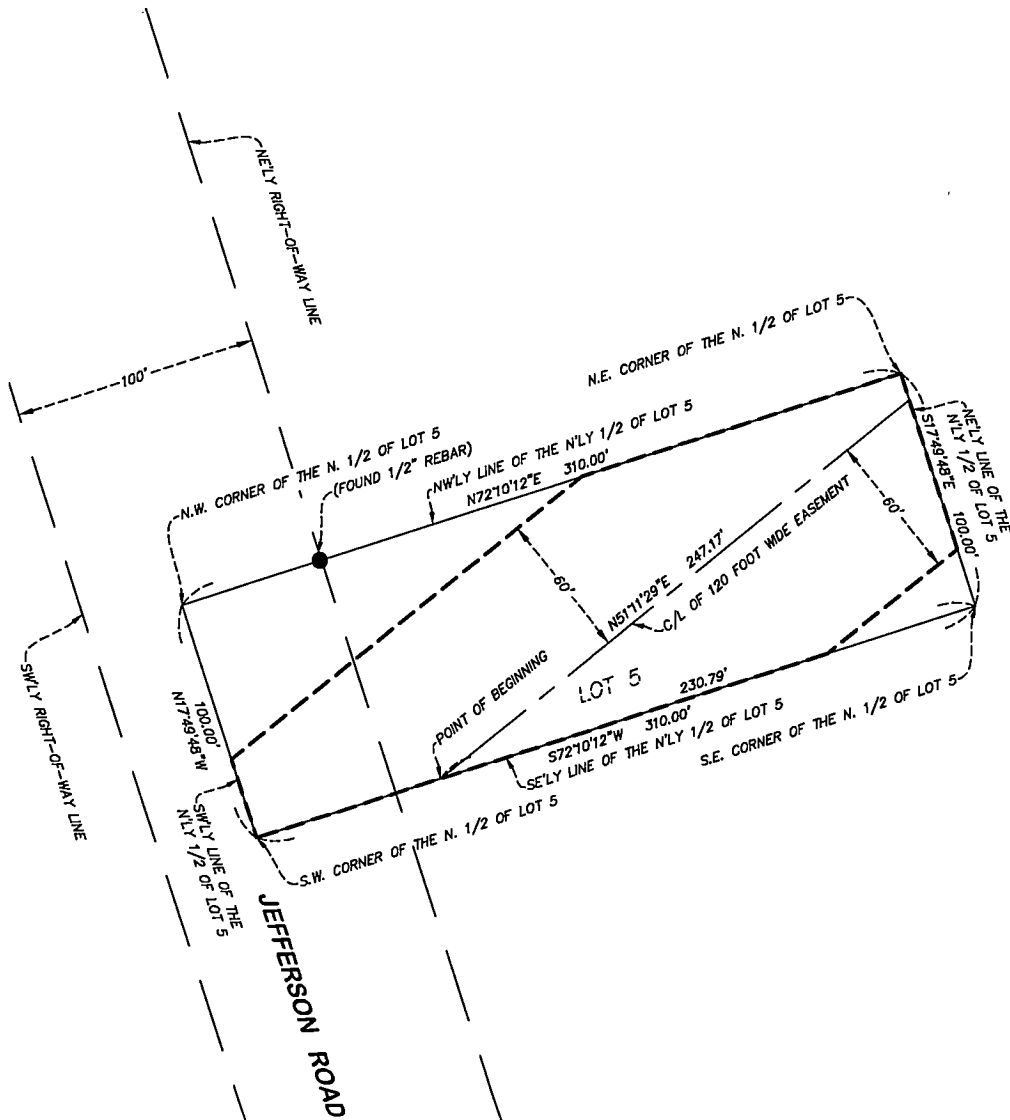


Teresa K. Dowd  
Notary Public  
My Commission Expires 1-8-2029

Prepared by and return to:  
Jeremy McCarty (804)405-3227  
Right of Way Department  
Northern Natural Gas Company  
1120 Centre Pointe Dr. STE 400  
Mendota Heights MN 55120

# EASEMENT EXHIBIT

-FOR-



## SUMMARY

### EASEMENT AREA

24,534 sq. ft. / 0.5632 acres

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Date: June 10, 2026

JASON D.  
THOMPSON  
17898

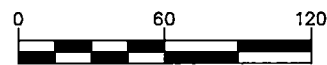
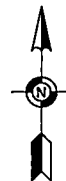
Jason D. Thompson  
Iowa License No. 17898



475 Old Highway 8 NW, Suite 200  
New Brighton, Minnesota 55112  
PHONE: (612) 466-3300  
WWW.EFNSURVEY.COM

Egan, Field & Nowak, Inc.  
land surveyors since 1872

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SCALE IN FEET

Bearings based on NAD 83,  
UTM, Zone 15, coordinate system

EXHIBIT "A"  
IAM 60901 & IAM 60902  
SECTION 10,  
TOWNSHIP 88 N, RANGE 5 W,  
DELAWARE COUNTY, IOWA



FILE NO.  
CAPGTR1000011269

SHEET 1 OF 2

# EASEMENT EXHIBIT

-FOR-



A 120 foot wide perpetual easement for pipeline purposes over, under, and across that part of the following described parcel:

The Northerly one-half (Nly 1/2) of Lot Five (5) of Houlihan's Bailey Ford Subdivision A Subdivision Of Parcel C Of The Southeast Quarter (SE 1/4) Of The Southeast Quarter (SE 1/4), Section Ten (10), And The Subdivision Of The West A Of The Southwest Quarter (SW 1/4) Of The Southwest Quarter (SW 1/4) Of Section Eleven (11), All In Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4249.

The centerline of said easement is described as follows:

Commencing at the southeast corner of the Northerly Half of said Lot 5; thence South 72 degrees 10 minutes 12 seconds West, bearings based on the Universal Transverse Mercator, Zone 15, coordinate system, along the southeasterly line of said Lot 5, a distance of 230.78 feet to the point of beginning of said centerline to be described; thence North 51 degrees 11 minutes 29 seconds East, a distance of 247.17 feet to the northeasterly line of the Northerly Half said Lot 5 and said line there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on the northeasterly and south lines of said Lot 5.



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EXHIBIT "A"  
IAM 60901 & IAM 60902  
SECTION 10,  
TOWNSHIP 88 N, RANGE 5 W,  
DELAWARE COUNTY, IOWA



FILE NO.  
CAPGTR1000011269

SHEET 2 OF 2