

SUBORDINATION AGREEMENT

On this 18 day of September, 1973, the undersigned, being the holder of an easement for a right of way contract option dated February 8, 1941 (recorded in the office of the Recorder, County of Madison, State of Iowa, in Book 75, at Page 479) now outstanding against all or part of the land described in the easement executed on February 8, 1941, by John A. Roach, et ux to Standard Oil Company (Ind) now AMOCO for pipeline purposes, in consideration of five dollars (5.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby agrees that said easement for a right of way contract option, mentioned above, is and shall be subject and subordinate to the rights and privileges granted by the easement dated February 15, 1963, from Charles A. Roach et al to the Madison County Soil Conservation District which is recorded in the office of the Recorder, County of Madison, State of Iowa, in Book 92 at Page 57, only on that portion of the property described below:

SE $\frac{1}{4}$ and E. 20 acres of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 11, Twp. 77N, Range 26 W- and, E. 30 acres of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{2}$ of NE $\frac{1}{2}$ of Sec. 11, Twp. 77N, Range 26 W-

It is expressly understood that this agreement shall not affect the rights and privileges now owned or acquired in the future by the grantor of this subordination agreement authorizing the construction, operation, and maintenance of the above said works of improvement in, under and over the lands aforesaid, except to subordinate its rights and privileges to those of the county and district mentioned above insofar as they conflict. Any of such construction, operation, maintenance or other rights acquired by the grantor of this subordination agreement affecting the aforesaid improvements within said land shall not, however, at any time, interfere with the free and unobstructed use and enjoyment by the county and district of said lands. It is further expressly understood that future operations by the grantor of this subordination agreement, such as the construction of other facilities, shall not be considered to conflict with the Badger Creek Watershed flood retarding structure provided such facilities do not involve large surface structures and providing that such facilities are constructed so that they do not interfere with the flood retarding structure and can withstand inundation during high water stages in the reservoir resulting from the operation of said flood water retarding structure and so that the facilities will not create floating debris.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and attested on this 18 day of September, 1973.

ATTEST:

S. W. Rose
Division Office Manager

Transportation Department
AMOCO Oil Company

N. F. Tietze Division Manager
N. F. Tietze

COMPARED

FILED NO. 1787
BOOK 110 PAGE 264

1973 NOV -1 PM 3:28

MARY E WELTY
RECORDER
MADISON COUNTY, IOWA
Fee # 450

IND. ✓
REC. ✓
PAGE ✓

State of Kansas)
County of Johnson)SS

On this 18th day of September, 19 73, A.D., before me Mildred Cope
_____, a Notary Public in and for said County, personally appeared
N. F. Tietze and S. W. Rose, to me
personally known, who being by me duly sworn did say that they are the Division Manager and
Divn Office Manager respectively, of the said Amoco Oil Company, a
corporation duly organized under the laws of the State of Maryland, and that the
seal affixed to said instrument is the seal of said corporation and that said instrument was signed and
sealed on behalf of said corporation by authority of its board of directors; and the said _____
_____ and _____ acknowledged the execution
of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(Corporation)

Mildred Cope
(NOTARY PUBLIC IN AND FOR SAID COUNTY)
Mildred Cope
My Commission Expires July 27, 1977.

CP-30708

