

Deed Record, No. 100, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 68-1841

R. D. & Beryl A. Lawrence
TO

#587 ~~RECORDED~~
Fee \$3.50

Filed for record the 1 day of May
A. D. 1970 at 4:30 o'clock P.M.

Williams Brothers Pipe Line Co.

Mary E. Welty, Recorder

RIGHT OF WAY AGREEMENT

Tract No. 095-12MA-11 & 12

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to WILLIAMS BROTHERS PIPE LINE COMPANY, a Delaware corporation, whose mailing address is P. O. Drawer 3448, Tulsa, Oklahoma 74101, its successors and assigns, herein called Grantee, an easement and right of way to survey, construct, maintain, inspect, operate, protect, repair, alter, replace change the size of, and remove a pipeline and appurtenances at any time or times for the transportation of liquids, gases, and/or solids upon and along a route to be selected by Grantee, on, over and through the following described land located in the County of Madison, State of Iowa, to wit:

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), EXCEPT the Railroad right-of-way, and the West Half of the Northwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$), and the East 30 acres of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) EXCEPT the East 21 feet thereof, and the West 89.39 acres of the South One-fourth (S $\frac{1}{4}$) EXCEPT the Railroad right-of-way in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), in Section 23; and the West Three-fourths of the North Half (W $\frac{3}{4}$ N $\frac{1}{2}$), and the West 67 $\frac{1}{2}$ acres of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), of Section 26; all in Township 74 North, Range 26 West of the 5th P.M.

with the right of ingress and egress to and from said easement and right of way for the purposes aforesaid. Grantee may temporarily use work space as needed during the exercise of the rights granted herein. Grantee agrees to pay or cause payment to be made for damages to crops, timber and improvements of Grantor directly resulting from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the pipeline easement and right of way in the clearing of such obstructions from said easement and right of way.

Grantor shall be paid an additional consideration at the rate of One Dollar per lineal rod, or a fraction thereof, for the pipeline constructed under this grant on the above described premises.

Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee. Any pipeline constructed under this agreement shall be buried across tillable lands to such depth as will not interfere with normal tilling methods employed at the time of such construction, except that Grantee, at it option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or other water course.

It is agreed that any payment due hereunder may be made direct to Grantor, or any one of them, or by depositing such payment to the credit of Grantor, or any one of them, in the -- Bank, of --.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon the inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. The easement and right of way herein granted may be leased or assigned in whole or in part.

The provisions of Exhibit "A", attached hereto, are hereby incorporated into and made a part of this Agreement as though written at length herein.

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MATT PARROTT & SONS CO., WATERLOO, IOWA 50-1041

TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee, its successors and assigns, until such time as Grantee, its successors and assigns, releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF THE 22nd DAY OF April, A.D. 1970.

GRANTORS:

- R. D. Lawrence
- R. D. Lawrence
- Roy D. Lawrence
- a/k/a Roy D. Lawrence
- Beryl A. Lawrence
- Beryl A. Lawrence

Signed, sealed and delivered in the presence of:

- Harold T. Bryant
- Harold T. Bryant, RIGHT OF WAY AGENT

Draft No. 8157
Tract No. 095-12MA-11 & 12

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF IOWA COUNTY OF MADISON

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22nd day of April, 1970, personally appeared R. D. Lawrence & Beryl Lawrence to me known (Roy D. Lawrence, a/k/a R. D. Lawrence & Beryl Lawrence, husband & wife)

to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as they free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Shirley A. Webster
Shirley A. Webster Notary Public
My Commission expires July 4th, 1970.

Tract No. 095-12MA-11 & 12

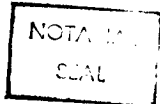


EXHIBIT A

RIDER ATTACHED TO AND MADE A PART OF RIGHT OF WAY AGREEMENT

DATED April 22nd, 1970 BETWEEN WILLIAMS BROTHERS PIPE LINE COMPANY AND R. D. Lawrence, also known as Roy D. Lawrence

The pipeline constructed under this Agreement shall be so routed as to enter the property approximately 3050 feet southerly from the Northwest Corner and exit from the property approximately 1900 feet easterly from the Northwest Corner thereof. The pipeline shall be installed so as to have a minimum of 42 inches of cover from the top of the pipe to the normal contour of the surrounding ground.

Grantee agrees that any seepage developing, due to natural drainage being disturbed by the pipeline ditch, will be remedied by Grantee, and subject to the approval of Grantor.

Upon completion of survey, Grantee agrees to furnish Grantor a centerline description of the right of way across Grantors land. Such description shall limit the permanent right of way to a width of 50 feet and shall be so prepared as to be suitable for recording.

GRANTORS:

- R. D. Lawrence
- R. D. Lawrence
- Roy D. Lawrence
- a/k/a Roy D. Lawrence
- Beryl A. Lawrence
- Beryl A. Lawrence

COMPARED