FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 90571—FORM 216J3

PIPELINE EASEMENT
FROM
Beulah Martin
TO
Northern Gas Products Company

Filed for record June 3 19 61
at 10:39 o'clock A. M.
#2628 Mary E. Welty Recorder
Deputy
Fee $ 2.50 VJS

Mn-51

PIPELINE EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars ($5.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of One Dollar ($1.00) per lineal rod of pipeline constructed upon the premises described below, payment of which is to be made when the location of said pipeline has been established and surveyed, and the further consideration of the performance by Grantee of the covenants and promises by it herein made,

Beulah Martin, a single person
Winterset, Iowa

herein, whether one or more, called Grantor, does hereby grant and convey unto Northern Gas Products Company, a Delaware corporation, its successors, or assigns, herein called Grantee, the right, privilege and easement to construct, operate, inspect, maintain and replace a pipeline and appurtenances thereto for the transportation of liquid or gaseous substances of any sort over and through the following described lands, together with the right to remove said pipeline at will, in whole or in part, and the right of ingress and egress at convenient points to and from said premises for the purpose of exercising and enjoying the rights and privileges herein granted, such premises being located in the County of Madison, State of Iowa, and described as follows:

The E 3/4 of the N 1/2 of Sec. 30, Tp. 77-N. R. 27 West excepting therefrom the North River. This easement is taken in lieu of and to supersede that certain easement executed on May 10, 1961 by the grantor herein due to an erroneous description.

Hydrocarbon Trans 104

TO HAVE AND TO HOLD unto Northern Gas Products Company, its successors and assigns, until said pipeline shall be abandoned, subject, however, to Grantor's right to use and enjoy said premises except as such use and enjoyment may be inconsistent with the rights and privileges herein granted to Grantee, its successors and assigns.

Grantee shall pay for any damages to growing crops, trees, shrubbery, fences or buildings upon said premises where such damages arise from the exercise by Grantee of the rights herein granted; if Grantor and Grantee are unable to agree upon the amount of such damages, the same shall be ascertained and determined by three disinterested prsons, one of whom shall be appointed by Grantor, one by Grantee and the third by the two appointed as aforesaid; the written award of such three persons shall be conclusive and binding upon the parties hereto.

Grantee shall bury said pipeline below plow depth and shall replace or rebuild to its pre-existing condition any part of any drainage system damaged by Grantee in the exercise of its rights hereunder.

This instrument, and the covenants and agreements herein contained, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

This grant is made with the knowledge that no representative, agent or other party securing this grant on behalf of Grantee has been given authority to make any promise or agreement, oral or written, concerning the subject matter hereof which is not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this instrument.

Dated this 23rd day of May, 19 61.

Daniel B. Mahoney
Right of Way Agent
Daniel B. Mahoney

"Grantor"
Beulah Martin
Beulah Martin

FOR ASSIGNMENT SEE Deed RECORD 127 PAGE 708

STATE OF IOWA
COUNTY OF CASS } SS.

On this 23rd day of May, A. D., 19 61, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Beulah Martin, a widow

to me personally known to be the identical person named in and who executed the foregoing instrument and duly acknowledged the execution of same as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

NOTARIAL SEAL

Robert L. McConnelee
Title: Robert L. McConnelee, N.P.
My commission expires: July 4th, 1963
Griswold, Iowa

STATE OF
COUNTY OF } SS.

On this ______ day of ______, A. D., 19___, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared

to me personally known to be the identical person named in and who executed the foregoing instrument and duly acknowledged the execution of same as ______ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Title:
My commission expires:

FOR ASSIGNMENT SEE Deed RECORD 127 PAGE 682

STATE OF
COUNTY OF } SS.

On this ______ day of ______, A. D., 19___, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared

to me personally known to be the identical person named in and who executed the foregoing instrument and duly acknowledged the execution of same as ______ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Title:
My commission expires:

STATE OF
COUNTY OF } SS.

On this ______ day of ______, A. D., 19___, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared ______, to me personally known, who, being by me duly sworn, did say that he is ______ of ______, a corporation, 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 ______ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Title:
My commission expires: