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

Maude H. Reed, Trustee
To
Williams Bros. Pipe Line Co.

#29 REED

Fee $2.50

Filed for record the 7 day of January A.D. 1970 at 11:35 o'clock A. M.

Mary E. Welty, Recorder

RIGHT OF WAY AGREEMENT

Tract No. 095-12MA-8

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 or routes 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 West 38 acres of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼), and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) except that part thereof which lies East of a line running parallel to and 100 feet West of the Center Line of the Des Moines and Kansas City Railway as the same is now located across said 40 acre tract, in Section 22; and the Northeast Quarter of the Southwest Quarter (NE¼SW¼), and the Northwest Quarter of the Southeast Quarter (NW¼SE¼), and the South Half of the Northeast Quarter (S½ NE¼), and a tract described as commencing 20 feet East of the Northwest Corner of the South Half of the Southeast Quarter (S½ SE¼) and running thence East 8 rods, thence Southwest 6 rods, thence Northwest 6 rods, thence North 3½ rods to the Place of Beginning, containing One-fourth acre more or less, in Section 27; 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

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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 first 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. Payment for said damages to crops, timber and improvements shall be made to Grantor before this Right of Way Agreement shall become binding and final.

Grantor shall be paid an additional consideration at the rate of One Dollar per lineal rod, or a fraction thereof, for the first pipeline constructed under this grant on the above described premises. Thereafter, Grantor shall be paid an additional consideration at the rate of $1.00 per lineal rod, or a fraction thereof, for each additional pipeline constructed from time to time under this grant on the above described premises. Each of such additional pipelines shall be laid as nearly parallel and as close as practicable to the first pipeline installed hereunder. No additional pipelines beyond the first shall be constructed without the express written grant of the grantor.

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 or pipelines 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 its option, may construct its pipelines 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 Clarke County State Bank of Osceola, Iowa. If construction of said pipeline on said real estate is not commenced within eighteen (18) months from the date hereof, this Agreement and Grant shall become null and void.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs, Grantor released 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 courterparts 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. All payments due hereunder, and under Construction Damage Agreement of even date, bearing Tract No. 095-12MA-8, except crops, timber and improvements damages, shall be paid Grantor by Grantee prior to commencement of construction of said pipeline by Grantee.

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 2nd day of January, A. D. 1970.

Grantors: Maude H. Reed, Trustee
Maude H. Reed, Trustee

Signed, sealed and delivered in the presence of:

Fred Massey
Fred Massey

Draft No. 7632 Tract No. 095-12MA-8
Right of Way Agent

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ACKNOWLEDGMENT FOR INDIVIDUAL

State of California County of Alameda

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 2nd day of January, 1970, personally appeared Maude H. Reed, Trustee, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal. James L. Suriano Notary Public
My Commission expires Aug. 25, 1970.

NOTARIAL SEAL

OFFICIAL SEAL
JAMES L. SURIANO Notary Public, California
Principal Office in Alameda County