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

Charles E. Beener et al
To
Williams Brothers
Pipeline Company

#1354

Fee $2.50

Filed for record the 20 day of October A.D. 1969 at 11:16 o'clock A. M.

Mary E. Welty, Recorder

RIGHT OF WAY AGREEMENT

Tract No. 095-12MA-20

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 or pipelines 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 Half of the Northeast Quarter (W½ NE¼) of Section 12, Township 74 North, Range 26 West of the 5th P. M., subject to roads.

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 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.

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.

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

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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 it_ 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 Iowa State Bank, of Des Moines, Iowa.

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 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.

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 29th day of Sept. A.D. 1969.

Signed, sealed and delivered in the presence of:
Fred Massey
Fred Massey, Right of Way Agent
Draft No. 7078 Tract No. - - -

GRANTORS:
Charles E. Beener
Charles E. Beener
Pauline Beener
Pauline Beener

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF IOWA COUNTY OF CLARKE

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 6th day of October, 1969, personally appeared Charles E. Beener & Pauline Beener, husband & wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witnes my hand and official seal.

NOTARIAL SEAL

C. F. Massey
C. F. Massey Notary Public
My commission expires July 4, 1972.