Deed Record, No. 91, Madison County, Iowa

Clarence A. Whited et al
To
Northern Gas Products Co.

#3039

Fee $2.50 √JS

Filed for record the 12 day of July A. D. 1961 at 9:45 o'clock A. M.

Mary E. Welty, Recorder

PIPELINE EASEMENT

MN-11

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, Clarence A. Whited and Mary A. Whited, his wife 3122 North 56th Street, Kansas City, Kansas and M. Evelyn Whited McAfee, a single person 512 Adams Excelsior Springs, Missouri 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:

> A strip of land Fifty (50) feet in width, across the following described tract: The SW¼ and SW¼ of SE¼ Sec. 3, Tp. 76-N. R. 29 West. The center-line of the Fifty (50) Foot strip is describes as follows: Beginning at a point approximately 200 feet north of SW corner SW¼ Section 3, Township 76-N.R. 29 W. Madison County, Iowa, thence in a northeasterly direction, a distance of approximately Thirty-Seven Hundred (3700) feet to point of egress, which point is approximately Five (500) Hundred Feet west of the northeast corner SW¼, SE¼, Section 3-Tp. 76-N. R. 29 West Madison County, Iowa.

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.

A pipeline is to be installed at a minimum debth of Thirty-Six (36) inches. Meaning Thirty-Six (36) inches from the surface to the top of the pipe.

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 persons, 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.

Hydrocarbon Trans Inc 9/6 Page 1044

FOR ASSIGNMENT SEE Deed RECORD 427 PAGE 708

FOR ASSIGNMENT SEE Deed RECORD 427 PAGE 682

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

IN WITNESS WHEREOF, Grantor has executed this instrument.

Dated this 30th day of June, 1961.

Vincent Bruce Trepl
Vincent Bruce Trepl
Right of Way Agent

"GRANTOR"
Clarence A. Whited
Clarence A. Whited
Mary A. Whited
Mary A. Whited
N. Evelyn Whited McAfee
N. Evelyn Whited McAfee

STATE OF MISSOURI COUNTY OF CLAY) SS.

On this 30th day of June, A.D., 1961, before me, The undersigned duly commissioned and qualified authority in and for said county and state, personally appeared M. Evelyn Whited McAfee, a single person 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.

John S. Lodwick

(NOTARIAL SEAL)

John S. Lodwick
John S. Lodwick
Title: Notary Public
My commission expires: Jan. 10, 1962.

STATE OF KANSAS COUNTY OF WYANDOTTE) SS.

On this 1st day of July, A.D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Clarence A. Whited and Mary A. Whited to me personally known to be the identical persons named in and who executed the foregoing instrument and duly acknowledged the execution of same as their 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

Maridee A. Leahy
Maridee A. Leahy
Title: Notary Public
My commission expires: March 6th, 1965.