FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

Charles W. McBride et al
To
Northern Gas Products Company

#4491

Fee $5.50 VJS

Filed for record the 7 day of December A. D. 1961 at 11:03 o'clock A. M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

Mn-23

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, Charles W. McBride and Lillian McBride, his wife and Jesse E. McBride and Mabel M. McBride, his wife and Opal Abrahams and Dean Abrahams, her husband and Pauline Haynes and Sherwood K. Haynes, her husband and Maxine Miller and Lloyd D. Miller, her husband and Ruth Ocain and Rex Ocain, her husband and Berta Darlington and John Darlington, her husband and Isaac McBride and Evelyn G. McBride, his wife and Elsie Keast and A. P. Keast, her husband, 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,

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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 SE¼ of the NE¼ Sec. 33, Twp. 77-N. R. 28 West.
Beginning at a point approximately 400 feet South of the NE. corner of the SW¼ of the NE¼ of Sec. 33, Twp. 77-N. R.28 West, thence in a Northeasterly direction approximately 1300 feet to point of exit which point is approximately 100 feet West of the NE corner of the SE¼ of the NE¼ Sec. 33, Twp. 77-N. R.28 West.

RIDER TO PIPELINE EASEMENT TO NORTHERN GAS PRODUCTS CO. ON TRACT Mn 23

In addition to all covenants and agreements in that certain pipeline easement between Northern Gas Products Company and Charles W. McBride, et al, as to Tract No. Mn23, it is hereby expressly agreed by Grantee that all work pertaining to the installation of the pipeline referred to therein and replacement of the real property mentioned therein to its natural state except as therein provided shall be completed within two years from November 16, 1961; otherwise, this pipeline easement is to become null and void.

Further, Grantee covenants and agrees to remove all fences through which said pipeline will cross from the nearest connecting point so as not to cut said fences.

NORTHERN GAS PRODUCTS COMPANY
By Albert D. Dial,
Albert D. Dial, Right of Way Agent

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 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.

In witness whereof, Grantor has executed this instrument.

Dated this 21st day of August, 1961.

"Grantor"

Charles W. McBride
Charles W. McBride
Lillian McBride
Lillian McBride
Jesse E. McBride
Jesse E. McBride
Mrs. Mabel M. McBride
Mabel M. McBride
Opal Abrahams
Opal Abrahams
Dean Abrahams
Dean Abrahams

Pauline Haynes
Pauline Haynes
Sherwood K. Haynes
Sherwood K. Haynes
Maxine Miller
Maxine Miller
Lloyd D. Miller
Lloyd D. Miller
Ruth Ocain
Ruth Ocain
Rex Ocain
Rex Ocain

Berta Darlington
Berta Darlington
John Darlington
John Darlington
Isaac McBride
Isaac McBride
Evelyn G. McBride
Evelyn G. McBride
Elsie Keast
Elsie Keast
A. P. Keast
A. P. Keast

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

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

STATE OF IOWA COUNTY OF MADISON) SS.

On this 31st day of August, A.D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Charles W. McBride, Lillian McBride, Jesse E. McBride and Mabel M. McBride 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)

Robert O. Frederick
Robert O. Frederick
Title: Notary Public
My commission expires July 4, 1963.

STATE OF ARIZONA COUNTY OF MARICOPA) SS.

On this 21 day of August, A.D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Opal Abrahams and Dean Abrahams 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)

Juanita Southern
Juanita Southern
Title: Notary Public
My commission expires Dec. 3, 1962.

STATE OF IOWA COUNTY OF MADISON) SS.

On this first day of September, A.D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Pauline Haynes Sherwood K. Haynes, Maxine Miller and Lloyd D. Miller 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)

Robert O. Frederick
Robert O. Frederick
Title: Notary Public
My commission expires: July 4, 1963.

STATE OF IOWA COUNTY OF POLK) SS.

On this 27th day of November, A.D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Berta Darlington and John Darlington, her husband and Elsie Keast and A. P. Keast, her husband 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)

Carl E. Meir
Carl E. Meir
Title: Notary Public
My commission expires 7/4/1963.

STATE OF CALIFORNIA, COUNTY OF IMPERIAL) SS.

On November 16, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Isaac McBride and Evelyn G. McBride known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

(NOTARIAL SEAL)

Vivian H. Johnson
Vivian H. Johnson Notary Public
in and for said County and State.

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STATE OF MONTANA - - - COUNTY, SS:

On this 29th day of September, A. D. 1961, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Rex Ocain and Ruth Ocain to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

A. P. Mince
Notary Public in and for said County.

NOTARIAL SEAL

A. P. Mince
Notary Public for the State of Montana
Residing at Libby, Montana
My Commission Expires July 24, 1962.