Form #2636 - lowa Rev. 9-15-65

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That	Edward Jorgensen and Anna Jorgensen, his wife	
	hereinafter	
sum of One I of One & OO grant and co inafter refe privilege ar enances ther feet (80	as Grantor, (whether one or more) for and in consideration of the Dollar per lineal rod and other valuable considerations, the receipt /100 Dollars (\$1.00 _) of which is hereby acknowledged, does hereby brivey unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, here erred to as Grantee, and to its successors and assigns, the right, and easement to construct, maintain and operate pipelines, and appurtate, over, under, across and through a strip of landEighty) in width across the following described lands situated in the and State of lowa, to-wit:	

That part of the South Half of the Southwest Quarter $(3\frac{1}{2}SW_{4}^{1})$ lying West of the Right of Way of the Ohicago & Northwestern Railway Company in Section Thirty-Two (32), Township Eighty-Eight (88) North, Range Forty-Seven (47) West.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purpose of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; It being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other purposes; provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed.

It is further agreed as follows:

- 1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
- 3. That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.
- 4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences or buildings caused by the operations or activities of the Grantee; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.
- 5. That Grantee will replace or rebuild to the satisfaction of Grantor or of his representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipelines under and through the above-described premises.

- 7. That Grantee, upon written application by the Grantor, will make, or cause to be made, a tap in any gas pipeline constructed by Grantee, upon the above described premises for the purpose of supplying gas to Grantor for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by Grantee. Said tap will be provided by Grantee from a convenient point on its main line or some lateral as the Grantee may determine, and gas to be taken under this provision shall be measured and furnished to the Grantor at the rates and upon the terms as may be established by Grantee, or by any vendee of Grantee, from time to time.
- 8. That in the event that the Grantee or its assigns shall at any time construct one or more additional lines of pipe within its easement strip the then owner of the lands subject to this easement shall be entitled to receive an additional consideration of One Dollar per lineal rod for each pipeline so constructed.
 - 9. That the rights of the Grantee may be assigned in whole or in part.
- 10. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

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

administrators, successors and assigns of the parties hereto.	
Dated this 1966.	
This instrument drafted by: OLONYY Alvin V. Kay STATE OF IOWA STATE OF IOWA COUNTY OF WOODBURY STATE OF IOWA COUNTY OF WOODBURY STATE OF IOWA COUNTY OF WOODBURY SS. S.	OG 04 1 121 11 11 11 11 11 11 11 11 11 11 11
On this let day of April , A.D., 1966, before mer Notary Public	
to me known to be the person $oldsymbol{\epsilon}$ named in and who executed the foregoing instrument,	
My commission expires July 4th , 19 66 Attin voluntary act and deed. White voluntary act and deed.	
Control of the Contro	
STATE OF IOWA : SS.	
On this day of, A.D., [9, before me personally appeared to me known to be the person named in and who executed the foregoing instrument, and acknowledged that executed the same as voluntary act and deed.	
Notary Public in and for said County My commission expires	