

EASEMENT GRANT

Hans H. Prien et al

Northern Natural Gas Company

Received for record March 28, 19 58 at 2:11 o'clock P. M. Recorder Flnora Greenwood Ruth Parks Deputy Fee \$ 2.00

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS: That Hans H. Prien and Wanda L. Prien, his wife; Doris Prien, a single woman; Arthur A. Prien, a single person; and Clare L Jensen and Sophie Jensen, his wife; and Mary Malskeit, a widow; and State of Iowa Mills One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE, and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Mills and State of Iowa, to-wit:

The South One-half of the Northwest Quarter; and the Northwest Quarter of the Northwest Quarter, South of the Railroad right-of-way, all in Section 9- Twp 73 - R. 42 West.

STATE OF IOWA, MILLS County, ss.

Before me L. F. Kruse, a Notary Public in and for said County and State, on this 8th day of Jan., 1958, personally appeared Mary Malskeit, widow and 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 herein set forth.

Given under my hand and notarial seal on the day and year above written. L. F. Kruse (S E A L) My Commission expires: Jul 4th 1960 Notary Public.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
(2) That it will pay to grantor any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
(3) That grantee, upon written application by the grantor, will make, or cause to be made, a tap in any gas pipe line 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 meter, which is to be furnished and owned by the 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.
(4) That grantee will replace or rebuild to the satisfaction of grantor or of representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

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 respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 2nd day of October, 19 57

Hans H. Prien

Wanda L. Prien

Doris Prien

Arthur A. Prien

Clare L. Jensen

Sophie Jensen

Mary Malskeit

CONVEYANCE, ASSIGNMENT, BILL OF SALE Enron Corp. to Northern Natural Gas Filed: 1-9-1991, Bk 179, PGS 860-917

E.P.C. MOSS Right of Way Agent.

STATE OF IOWA, County of Mills, ss.

On this 2nd day of October, A. D. 19 57, before me L. F. Kruse personally appeared Hans H. Prien and Wanda L. Prien, his wife; and Doris Prien, a single woman; Arthur A. Prien, a single person;

to me known to be the person S. named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(S E A L) Notary Public L. F. Kruse My commission Expires My Commission Expires July 4, 1960 Notary Public in and for said County

STATE OF IOWA, County of Story, ss.

On this 3rd day of October, A. D. 19 57, before me Jessie E. Sage, personally appeared Clare L. Jensen and Sophie Jensen, his wife

to me known to be the person S. named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My Commission expires: Jessie E. Sage My Commission Expires July 4, 1960. Notary Public in and for said County

STATE OF IOWA, County of, ss.

On this day of, A. D. 19, before me, a, in and for said county, personally appeared, to me personally known, who being by me duly sworn did say that he is of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Notary Public in and for said County