

Monona County Abstract Company
708 Iowa Avenue
Onawa, IA 51040
(712)423-2731

Invoice

Date: 06/06/2019
Number: 290232
Customer ID: 946455

TitleCore National, LLC
8701 West Dodge Road, Ste 150
Omaha, NE 68144

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
IA19246850	Plambeck Ag, L.L.C.		Search Fee	PT NW 7-84-45 NE RR; SE 2-85-46	\$200.00
				Total	\$200.00
				Total Due	\$200.00

THANK YOU FOR YOUR BUSINESS!

Please Remit Payment to:
Monona County Abstract Company
708 Iowa Avenue
Onawa, IA 51040
(712)423-2731

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Monona County Abstract Company. We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

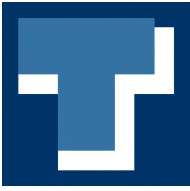
We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information

IA19246850



Monona County Abstract Company
708 Iowa Avenue
Onawa, IA 51040

REPORT OF LIENS (CURRENT OWNER)

Order No. IA19246850

To: Tom Low
TitleCore National, LLC
8701 West Dodge Road, Ste 150
Omaha, NE 68144

Description:

All that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, except a triangular tract of land lying in the Southwest corner of said quarter section, containing 10.015 acres, the East line of said exempted tract being the East line of State Highway Number 75 (now known as State Highway Number 475);

and

The Southeast Quarter (SE $\frac{1}{4}$) of Section 2, Township 85 North, Range 46 West of the Fifth Principal Meridian, Monona County, Iowa.

Last Grantee, Devisee, Heir-at-Law in the chain of title:

Plambeck Ag, L.L.C.

Instruments and proceedings affecting title:

1. OPEN END Mortgage executed by Don G. Plambeck and LaVonne K. Plambeck, a/k/a LaVonne Plambeck, husband and wife, in favor of Farm Credit Services of America, FLCA, in the principal amount of \$1,000,000.00 (Open-End \$1,000,000.00); being dated September 7, 2001, filed September 13, 2001 in Book 127 at Page 99. Due: November 1, 2021. On May 24, 2011, the parties entered into a Mortgage Addendum, recorded in Book 148, page 124 wherein the parties agreed to change the due date to June 1, 2031. On April 3, 2013, the Mortgage Addendum was re-recorded in Book 153, page 5, to correct the legal description.
2. OPEN END Mortgage executed by Plambeck Ag, L.L.C., a Limited Liability Company, in favor of Farm Credit Services of America, FLCA, in the principal amount of \$1,300,000.00 (Open-End \$1,300,000.00); being dated September 15, 2014, filed September 17, 2014 in Book 156 at Page 26. Due: December 1, 2035. (The mortgage was re-recorded in Book 156, page 90, on February 24, 2015, correcting a mortgage instrument noted as Book 5, page 372 to Book S, page 372, which easement pertains to real estate not part of this report.)
3. Judgments: None Found.
4. Real Estate Taxes: 2016-2017 and all prior years paid.
Real Estate Taxes for the fiscal year 2017-2018: \$8,128.00
1st Installment: \$4,064.00, Paid
2nd Installment: \$4,064.00, Paid.
Drainage Assessments: \$1,505.00; Paid
PARCEL NOs. 844507225004, 844507200001, 844507250001, 844507275001, 854602425001, 854602400001, 854602450001 and 854602475001.
NOTE: We do not certify to any Special Assessments until they have been certified at the County Treasurer's Office.

Easements pertaining to this real estate are attached to this report for your reference.

Personal lien search for the following names only:

Don G. Plambeck
LaVonne K. Plambeck and/or LaVonne Plambeck
Plambeck Ag, L.L.C.
D. Scott Simpson

MECHANICS' NOTICE AND LIEN REGISTRY

We have made a search, as of the date of this Certificate, of the Mechanics' Notice and Lien Registry maintained by the Iowa Secretary of State for Monona County, Iowa, for Commencement of Work Notices, PreLien Notices, and Mechanic Lien(s) only, indexed against property described herein and find: None.

No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. We assume no liability for the errors or omissions on the part of the Mechanics' Notice and Lien Registry.

The use of this Report of Liens (Current Owner) is restricted to the party to whom it is addressed. This is not a Title Opinion nor a complete chain of title. This is only a summary of requested information from the current deed forward is shown and there is no guarantee that the title is marketable, nor that the unsatisfied encumbrances or liens, as shown, are valid. The liability assumed hereunder shall not exceed the amount paid for this report.

Dated as of June 4, 2019 at 8:00AM

Monona County Abstract Company

By:



Title Guaranty Division Member No. TGD # 8192

FILE NO. 734 FILED FOR RECORD THIS 3 DAY OF November 1997 AT 12:15 STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ 6.00 O'CLOCK P. M. BOOK 113 PAGE 168 BY Tena L. Hinkel, Deputy RECORDER

THE IOWA STATE BAR ASSOCIATION Official Form No. 103 Gaukel, Nevins & Westergaard, P.C. 01715 FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA } ss
 Monona County }
 ENTERED FOR TAXATION
 This 3rd day of November 1997
Benita J. Davis Auditor
Mildred M. Hancock Dep. Auditor

INDEXED
 RECORDED
 COMPARED

FILE NO. 734
 BOOK 113 PAGE 168
 DATE 11-3-97 TIME 12:15 PM
 TENA L. HINKEL 85.00 11/02
 RECORDER 6.00 11/02
 MONONA CO., IOWA 11/02

Preparer Information: Gavin R. Nevins Individual's Name 515 Main St. Street Address Mapleton, IA City 712-882-2321 Phone



WARRANTY DEED - JOINT TENANCY

SPACE ABOVE THIS LINE FOR RECORDER

For the consideration of One Dollar and No/100--- (\$1.00) -----
 Dollar(s) and other valuable consideration,
FRANKLIN D. SEITZINGER and BONNIE J. SEITZINGER, Husband and Wife

do hereby Convey to
DON G. PLAMBECK and LAVONNE K. PLAMBECK, Husband and Wife

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Monona County, Iowa:
 The Southeast Quarter (SE1/4) of Section Two (2), Township Eighty-five (85) North, Range Forty-six (46) West of the 5th P.M., Monona County, Iowa.

REAL ESTATE TRANSFER
 TAX PAID 325
 STAMP #
\$ 400.80
Tena L. Hinkel
 RECORDER
11-3-97 Monona
 DATE COUNTY

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF Iowa, Dated: October 31, 1997
 ss:
Monona COUNTY,
 On this 31st day of October,
 19 97, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANKLIN D. SEITZINGER and BONNIE J. SEITZINGER, Husband and Wife
 to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Franklin D. Seitzinger
 FRANKLIN D. SEITZINGER (Grantor)

Bonnie J. Seitzinger
 BONNIE J. SEITZINGER (Grantor)

 (Grantor)

 (Grantor)

[Signature]
 Notary Public

GAVIN R. NEVINS
 MY COMMISSION EXPIRES
 January 19, 1998

(This form of acknowledgment for individual grantor(s) only)

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FILE NO. 04-1008 FILED FOR RECORD THIS 27th DAY OF May STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ 1100 AT 11:47 O'CLOCK A.M. BOOK 121 PAGE 118 By Tena L. Hinkel Recorder Deputy

STATE OF IOWA }
 } SS
 Monona County }
ENTERED FOR TAXATION
 This 27th day of May 2004
Bonita J. Davis Auditor
Imaelyn M. Franke Dep. Auditor

INDEXED
 RECORDED
 COMPARED

FILE NO. 04-1008
 BOOK 121 PAGE 118
 DATE 5-27-04 TIME 11:47 a.m.
 TENA L. HINKEL
 RECORDER
 MONONA CO., IOWA
 #1100 record
 + \$500 Franke
 \$1100

(Prepared by Gary G. Taylor, Attorney at Law, 1019 Ninth Street, Onawa, Iowa 51040-1611, 712-423-2714)

(Address tax statement: Don G. Plambeck and Lavonne K. Plambeck, 17815 Harrison Street, Omaha, Nebraska 68136-1114)

COURT OFFICER DEED

IN THE MATTER OF THE ESTATE OF

Ruby F. Marsh, Deceased,

now pending in the Iowa District
 Court in and for Monona County

**REAL ESTATE TRANSFER
 TAX PAID** 150-
STAMP \$
\$ 323.30-
Tena L. Hinkel
 RECORDER Deputy
 Monona
 DATE _____ COUNTY _____

Probate Number ESPR011724

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the sum of \$202,500.00 in hand paid, and acting pursuant to duly vested power and authority, the undersigned Executor of the above estate hereby conveys to Don G. Plambeck and Lavonne K. Plambeck, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following real estate in Monona County, Iowa, to-wit:

All right, title and interest in and to:

All that part of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, except a triangular tract of land lying in the southwest corner of said quarter section, containing 10.015 acres, the east line of said exempted tract being the east line of State Highway Number 75 (now known as State Highway Number 475), and except that portion of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, described as follows: Beginning at a point 535 feet south of the Northwest Corner of said Section 7, thence east 334 feet, thence south 400 feet, thence west 334 feet, thence north 400 feet to the Point of Beginning, containing 3.06 acres, more or less.

Signed May 20, 2004.

Lloyd R. Marsh
 Lloyd R. Marsh, Executor

STATE OF IOWA, COUNTY OF MONONA, ss.

On May 20, 2004 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bell, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that, as such fiduciary, same was executed as a voluntary act and deed.

Gary G. Taylor
IOWA NOTARIAL SEAL
 Commission Number 403288
 My commission expires February 22, 2006

Gary G. Taylor
 Gary G. Taylor, Notary Public

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FILE NO. 04-1009
RECORDING FEE \$ 1100

FILED FOR RECORD THIS 27th DAY OF May 2004 AT 11:50 O'CLOCK A. M. BOOK 121 PAGE 119

STATE OF IOWA, MONONA COUNTY:
By Tena L. Hinkel RECORDER Deputy

STATE OF IOWA }
Monona County } ss

ENTERED FOR TAXATION

This 27th day of May 2004

Bertha J. Davis Auditor
Marilyn M. Plambeck Dep. Auditor

INDEXED
RECORDED
COMPARED

FILE NO. 04-1009
BOOK 121 PAGE 119
DATE 5-27-04 TIME 11:50 a.m.

TENA L. HINKEL
RECORDER
MONONA CO., IOWA
#1100 record
+\$500 transfer
\$1000

(Prepared by Gary G. Taylor, Attorney at Law, 1019 Ninth Street, Owaso, Iowa 51040-1611, 712-423-2714)

(Address tax statement: Don G. Plambeck and Lavonne K. Plambeck, 17815 Harrison Street, Omaha, Nebraska 68136-1114)

WARRANTY DEED – JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS: That Lloyd R. Marsh, a single person; and Ruth E. Overstreet, a single person; in consideration of the sum of \$202,500.00, do hereby convey to Don G. Plambeck and Lavonne K. Plambeck, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following real estate in Monona County, Iowa, to-wit:

All right, title and interest in and to:

All that part of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, except a triangular tract of land lying in the southwest corner of said quarter section, containing 10.015 acres, the east line of said exempted tract being the east line of State Highway Number 75 (now known as State Highway Number 475), and except that portion of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, described as follows: Beginning at a point 535 feet south of the Northwest Corner of said Section 7, thence east 334 feet, thence south 400 feet, thence west 334 feet, thence north 400 feet to the Point of Beginning, containing 3.06 acres, more or less.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that grantors have good and lawful authority to sell and Convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons.

Each of grantors hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Signed May 21, 2004.

REAL ESTATE TRANSFER
TAX PAID 151-
323.25 STAMP #
Tena L. Hinkel
RECORDER Deputy
5-27-04 Monona
DATE COUNTY

Lloyd R. Marsh
Lloyd R. Marsh

Ruth E. Overstreet
Ruth E. Overstreet

STATE OF IOWA)
) ss.
COUNTY OF MONONA)

On May 21, 2004, before me the undersigned, a Notary Public in and for said State personally appeared Lloyd R. Marsh, a single person; and Ruth E. Overstreet, a single person; to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that the same was executed as a voluntary act and deed.

Gary G. Taylor
IOWA NOTARIAL SEAL
Commission Number 403288
My commission expires February 22, 2006

Gary G. Taylor
Gary G. Taylor, Notary Public

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FILE NO. 10-1780 FILED FOR RECORD THIS 14th DAY OF December 20 10 AT 11:15 STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ 900 O'CLOCK 1 M. BOOK 129 PAGE 63 By Dawn Sander RECORDER
 Depu

REAL ESTATE TRANSFER
 TAX PAID 255
\$44.00 STAMP #
Dawn Sander
 RECORDER Deputy
12-14-10 MONONA
 DATE COUNTY

FILE NO. 10-1780
 BOOK 129 PAGE 63
 DATE 12-14-10 TIME 11:15am
 TENA L HINKEL
 RECORDER
 MONONA CO., IOWA
\$900 record
+ \$500 stamps
\$1400 pd

State of Iowa } ss
 Monona County }
 ENTERED FOR TAXATION
 This 14th day of December 2010
Frank R. Altmann Auditor
Travis W. M. Hamke Dep. Auditor

Preparer Information: Gary G. Taylor, 1019 Ninth Street, Onawa, Iowa 51040-1611, 712-423-2714
 Taxpayer Information: Don G. Plambeck and Lavonne K. Plambeck, 5711 South 118th Plaza, Omaha, Nebraska 68137
 Return Document To: Don G. Plambeck and Lavonne K. Plambeck, 5711 South 118th Plaza, Omaha, Nebraska 68137
 Grantors: Todd K. Treiber and Donna Treiber
 Grantees: Don G. Plambeck and Lavonne K. Plambeck
 Legal Description: (see below)
 Document or instrument number of previously recorded documents: (none)

WARRANTY DEED – JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS: That Todd K. Treiber and Donna Treiber, husband and wife; in consideration of the sum of \$28,000.00, do hereby convey to Don G. Plambeck and Lavonne K. Plambeck, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following real estate in Monona County, Iowa, to-wit:

That portion of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, described as follows: Beginning at a point 535 feet south of the Northwest Corner of said Section 7, thence east 334 feet, thence south 400 feet, thence west 334 feet, thence north 400 feet to the Point of Beginning, containing 3.06 acres, more or less.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that grantors have good and lawful authority to sell and Convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons.

Each of grantors hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Signed December 13, 2010.

Todd K. Treiber
 Todd K. Treiber
Donna Treiber
 Donna Treiber

STATE OF IOWA)
) ss.
 COUNTY OF MONONA)

On December 13, 2010, before me the undersigned, a Notary Public in and for said State personally appeared Todd K. Treiber and Donna Treiber, husband and wife; to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that the same was executed as a voluntary act and deed.

Gary G. Taylor
 IOWA NOTARIAL SEAL
 Commission Number 403288
 My commission expires February 22, 2012

Gary G. Taylor
 Gary G. Taylor, Notary Public

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12-14-2010 GWH 129-63
4 pages

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR**

TRANSFEROR:

Name Todd K. Treiber and Donna Treiber

Address 606 Wilkens Street Danbury Iowa 51019
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name Don G. Plambeck and Lavonne K. Plambeck

Address 5711 South 118th Plaza Omaha Nebraska 68137
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:

17173 County Highway K64 Whiting Iowa 51063
Number and Street or RR City, Town, or P.O. State Zip

Legal Description of Property: (Attach if necessary) Part of the Northwest Quarter of Section 7,
Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa
See Attachment for full description

1. Wells (check one)

- There are no known wells situated on this property.
 There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
 There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
 There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

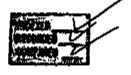
- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
 There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

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FILE NO. 13-0566
RECORDING FEE \$ 700

FILED FOR RECORD THIS 8th DAY OF April 2013 AT 11:10 O'CLOCK A.M. BOOK 133 PAGE 29

STATE OF IOWA, MONONA COUNTY
RECORDED
By Dawn Linder Deputy



FILE NO. 13-0566
BOOK 133 PAGE 29
DATE 4-8-13 TIME 11:10 am
TENAL HINKEL
RECORDER
MONONA CO. IOWA
\$700 record
+ \$500 transfer
\$1200

State of Iowa } ss
Monona County }
ENTERED FOR TAXATION
This 8th day of April 2013
Boots Ruhlmann Auditor
Maxine M. Kelley Dep. Auditor

Preparer Information: Gary G. Taylor, 1019 Ninth Street, Onawa, Iowa 51040-1611, 712-423-2714
Taxpayer Information: Plambeck Ag, L.L.C., 5711 South 118 Plaza, Omaha, Nebraska 68137
Return Document To: Plambeck Ag, L.L.C., 5711 South 118 Plaza, Omaha, Nebraska 68137
Grantors: Don G. Plambeck and LaVonne K. Plambeck
Grantee: Plambeck Ag, L.L.C.
Legal Description: (see below)
Document or instrument number of previously recorded documents: (none)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Don G. Plambeck and LaVonne K. Plambeck, husband and wife; in consideration of the sum of \$1:00 and other valuable consideration, do hereby convey to Plambeck Ag, L.L.C., the following real estate in Monona County, Iowa, to-wit:

All that part of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, except a triangular tract of land lying in the southwest corner of said quarter section, containing 10.015 acres, the east line of said exempted tract being the east line of State Highway Number 75 (now known as State Highway Number 475;

and

The Southeast Quarter of Section 2, Township 85 North, Range 46 West of the Fifth Principal Meridian, Monona County, Iowa.

Grantors do Hereby Covenant with grantee, and successors in interest, that grantors hold the real estate by title in fee simple; that grantors have good and lawful authority to sell and Convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons.

Each of grantors hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Pursuant to Iowa Code Section 428A.2(15), this transfer is exempt from the tax on real estate transfers and exempt from the requirement for a declaration of value because the deed is between a family corporation, partnership, limited partnership, limited liability partnership, or limited liability company and its stockholders, partners, or members for the purpose of transferring real property in an incorporation or corporate dissolution or the organization or dissolution of a partnership, limited partnership, limited liability partnership, or limited liability company under the laws of this state, where the deeds are given for no actual consideration other than for shares or for debt securities of the corporation, partnership, limited partnership, limited liability partnership, or limited liability company. Being exempt from the requirement for a declaration of value, it is also exempt from the requirement for a groundwater hazard statement.

Signed April 2, 2013.

Don G. Plambeck
Don G. Plambeck

LaVonne K. Plambeck
LaVonne K. Plambeck

STATE OF NEBRASKA, COUNTY OF Douglas, ss.

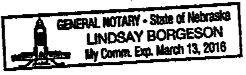
On April 2, 2013, before me the undersigned, a Notary Public in and for said State personally appeared Don G. Plambeck, husband of LaVonne K. Plambeck, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the same was executed as a voluntary act and deed.



Raven Langley
Notary Public

STATE OF NEBRASKA, COUNTY OF Douglas, ss.

On April 2, 2013, before me the undersigned, a Notary Public in and for said State personally appeared LaVonne K. Plambeck, wife of Don G. Plambeck; to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the same was executed as a voluntary act and deed.



Lindsay Borgeson
Notary Public

FILE NO. 507 FILED FOR RECORD THIS 13 DAY OF September 20 01 AT 12:20 O'CLOCK 12:17 M. BOOK 127 PAGE 99 STATE OF IOWA, MONONA COUNTY: By John Miller Recorder Deputy

FILE NO. 507
 BOOK 127 PAGE 99
 DATE 9-13-01 TIME 12:20 p.m.
 TENA L. HINKEL 16.00
 RECORDER
 MONONA CO., IOWA

INDEXED
 RECORDED
 COMPARED

Do not write/type above this line. For filing purposes only.

FORM 5014 (6-2001)

RETURN TO Farm Credit Services of America, 700 Senate Ave Terry Etheredge
 PREPARER: Red Oak, IA 51566-1284 (712)623-5181

Farm Credit Services of America
REAL ESTATE MORTGAGE
 For the State of Iowa
 Open-End To Secure Present and Future Obligations and Advances

HOMESTEAD EXEMPTION WAIVER

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this mortgage, I voluntarily give up my right to this protection for this property with respect to claims based on this mortgage.

Date 09/10/01 Date
Don G Plambeck Lavonne K Plambeck
 DON G PLAMBECK LAVONNE K PLAMBECK

Date: September 07, 2001

Mortgagor(s):
 DON G PLAMBECK and LAVONNE K PLAMBECK, A/K/A LAVONNE PLAMBECK, husband and wife

Mailing Address: 17815 HARRISON ST
 OMAHA NE 68136-1114

The above named Mortgagor(s) in consideration of the advance by Mortgagee of the principal sum specified below, the receipt of which is hereby acknowledged, and any future, additional or protective advances made at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of America, FLCA, 206 S 19th Street, Omaha, NE 68102-1745, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Monona County(ies), Iowa, to wit:

See Exhibit "A"

together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property, whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure the repayment in full of the following described promissory note(s), and all future and additional loans or advances, protective or otherwise, which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s) or other instrument(s) modifying the same.

Date of Note 09/07/2001 Principal Amount 1,000,000.00

*NOTICE: This mortgage secures credit in the amount of \$ 1,000,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

This mortgage will be due November 01, 2021.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:
 1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on public domain.
 2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss payable to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, riot, aircraft, vehicles, vandalism, civil commotion, smoke, windstorm, and hail.

1107825
 5-24-2011
 4-3-2013
 Mortgage Addendum in Book 148 Page 124
 Mortgage Addendum in Book 153 Page 5

FOR PARTIAL RELEASE OF THIS INSTRUMENT SEE
 BOOK 59 PAGE 210
 DATE 5-26-04

I/We will obtain and keep flood insurance in force to cover losses by flood as required by Lender and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. I/We further agree that Lender is not and will not be liable for any failure by me/us or by any insurer, for whatever reason, to obtain and keep this insurance in force.

3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the loan agreement(s).

4. In the event Mortgagor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the loan agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagor(s) in default or exercise any of Mortgagee's other rights and remedies.

5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of advance until paid.

6. Any awards made to Mortgagor(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), loan agreement(s), or other instrument(s), or any proceeding is brought under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will apply all rents, issues, crops, profits, and income of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

9. The integrity and responsibility of the Mortgagor(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagor(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. Assignment of Rents including Proceeds of Mineral Leases. Mortgagor(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby; or Mortgagee, at its option, may turn over and deliver to Mortgagor(s) or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

11. This Mortgage constitutes a Security Agreement with respect to all the property described herein.

12. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

13. Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to six months. If the court finds that the property has been abandoned by Mortgagor(s) and if Mortgagee waives any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to sixty days. In addition, if the property described herein is the residence of Mortgagor(s) at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of Mortgagor(s), then the period of redemption will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm to the provisions of Sections 628.26, 628.27, and 628.28 of the Code of Iowa.

Don G. Plambeck 9/10/01
DON G PLAMBECK

Lavonne K. Plambeck
LAVONNE K PLAMBECK

INDIVIDUAL BORROWER ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Mills } ss

On this 10th day of September, 2001, before me, a Notary Public, personally appeared Don G. Plambeck and Lavonne K Plambeck

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.

(SEAL)

Elaine Mellenkamp
ELAINE MELLENCAMP
My Commission Expires: 01-12-2004 (Type name under signature)
Commission No. 208790 Notary Public in and for said County and State

My commission expires _____

99

EXHIBIT A

THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION FIFTEEN (15),
TOWNSHIP EIGHTY TWO (82) NORTH, RANGE FORTY FIVE (45) WEST OF THE 5TH
P.M., IN MONONA COUNTY, IOWA.

SINCE JANUARY 3, 1996, AT 10:00 A.M. (ITEM I)

AND

THE NORTH EAST QUARTER AND THE NORTH HALF OF THE SOUTH EAST QUARTER OF
SECTION FIFTEEN (15); AND

ALL THAT PART OF THE NORTH WEST QUARTER OF SECTION FOURTEEN (14), LYING
WEST OF THE McNEILL DRAINAGE DITCH AND THE WEST ONE-HALF OF THE SOUTH
WEST QUARTER OF SECTION FOURTEEN (14), (EXCEPT THAT PART OF THE NORTH
WEST QUARTER OF THE SOUTH WEST QUARTER LYING EAST OF THE McNEILL
DRAINAGE DITCH), ALL IN TOWNSHIP EIGHTY TWO (82) NORTH, RANGE FORTY FIVE
(45) WEST OF THE 5TH P.M., IN MONONA COUNTY, IOWA.

The Southeast Quarter (SE 1/4) of Section Two (2), Township Eighty-Five (85)
North, Range Forty-Six (46) West of the Fifth Principal Meridian (5th P.M.),
in Monona County, Iowa.

FILE NO. 11-0715 FILED FOR RECORD THIS 24th DAY OF May STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ 1400 20 11 AT 12:13 O'CLOCK 148 M. BOOK 124 PAGE 124 By Dawn Linder Deputy



FILE NO. 11-0715
 BOOK 148 PAGE 124
 DATE 5-24-11 TIME 12:13 pm
 TENA L HINKEL
 RECORDER
 MONONA CO., IOWA
\$1400
pd

Do not write or type above this line; for recorder use only. FORM 5061 (8-2010)

RETURN TO PREPARER: Farm Credit Services of America, Attn: Angela Norris, 700 Senate Ave., Red Oak, IA 51566 (712) 623-5181

CTL 2: 300 CTL 3: 166 CIF: 8376 Note No: 207

Farm Credit Services of America

MORTGAGE ADDENDUM

Don G Plambeck and Lavonne K Plambeck, A/K/A Lavonne Plambeck (Mortgagors) under a certain Mortgage executed and delivered to Farm Credit Services of America, FLCA (Mortgagee) dated September 7, 2001, on the following described security in Monona County, Iowa:

Sec. Twp. Rg.

See Exhibit "A"

which was recorded September 13, 2001 in Book 127 at Page 99 in the mortgage records of said county, now for good and valuable consideration and at borrower's request and by agreement of the parties thereto, execute this Addendum for the purposes of filing notice in said County of the following changes to said Mortgage:

This Mortgage will be due June 1, 2031.

The above described Mortgage shall in all other respects remain in full force and effect.

Mortgagors:

Don G Plambeck
 Don G Plambeck

Lavonne K Plambeck
 Lavonne K Plambeck

STATE OF Nebraska }
 COUNTY OF Douglas } ss

On this 20th day of May 2011, before me, a Notary Public, personally appeared Don G Plambeck and Lavonne K Plambeck to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)



Tracey M Johnson
 Tracey M Johnson
 Notary Public in and for said County and State

My commission expires 6-29-2014.

EXHIBIT A

THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION FIFTEEN (15),
TOWNSHIP EIGHTY TWO (82) NORTH, RANGE FORTY FIVE (45) WEST OF THE 5TH
P.M., IN MONONA COUNTY, IOWA.

SINCE JANUARY 3, 1996, AT 10:00 A.M. (ITEM I)

AND

THE NORTH EAST QUARTER AND THE NORTH HALF OF THE SOUTH EAST QUARTER OF
SECTION FIFTEEN (15); AND

ALL THAT PART OF THE NORTH WEST QUARTER OF SECTION FOURTEEN (14), LYING
WEST OF THE McNEILL DRAINAGE DITCH AND THE WEST ONE-HALF OF THE SOUTH
WEST QUARTER OF SECTION FOURTEEN (14), (EXCEPT THAT PART OF THE NORTH
WEST QUARTER OF THE SOUTH WEST QUARTER LYING EAST OF THE McNEILL
DRAINAGE DITCH), ALL IN TOWNSHIP EIGHTY TWO (82) NORTH, RANGE FORTY FIVE
(45) WEST OF THE 5TH P.M., IN MONONA COUNTY, IOWA.

The Southeast Quarter (SE 1/4) of Section Two (2), Township Eighty-Five (85)
North, Range Forty-Six (46) West of the Fifth Principal Meridian (5th P.M.),
in Monona County, Iowa.

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FILE NO. 13-0534
RECORDING FEE \$ 700

FILED FOR RECORD THIS 31st DAY OF April
20 13 AT 9:37
O'CLOCK 7 A.M. BOOK 153 PAGE 5

STATE OF IOWA, MONONA COUNTY:
By Raun Jander RECORDER Deputy



FILE NO. 13-0534
BOOK 153 PAGE 5
DATE 4-3-13 TIME 9:37 am
TENA L. HINKEL
RECORDER
MONONA CO., IOWA
\$700 pd

Do not write or type above this line; for recorder use only. FORM 5061 (6-2012)

RETURN TO PREPARER: Farm Credit Services of America, Attn: Angela Norris, PO Box 888, Newton, IA 50208 (641) 792-9403

CTL 2: 300 CTL 3: 166 CIF: 8326 Note No: 207

Farm Credit Services of America

MORTGAGE ADDENDUM

Don G Plambeck and Lavonne K Plambeck, A/K/A Lavonne Plambeck (Mortgagors) under a certain Mortgage executed and delivered to Farm Credit Services of America, FLCA (Mortgagee) dated September 7, 2001, on the following described security in Monona County, Iowa:

Sec. Twp. Rg.

The Southeast Quarter (SE1/4), of Section Two (2), Township Eighty-Five (85) North, Range Forty-six (46) West of the Fifth Principal Meridian (5th P.M.)

which was recorded September 13, 2001 in Book 127 at Page 99 in the mortgage records of said county, now for good and valuable consideration and at borrower's request and by agreement of the parties thereto, execute this Addendum for the purposes of filing notice in said County of the following changes to said Mortgage:

This Mortgage will be due June 1, 2031

This is a Correction Mortgage Addendum to correct the legal description on the Mortgage Addendum filed May 24, 2011 in Book 148 Page 124 File No. 11-0715*

The above described Mortgage shall in all other respects remain in full force and effect.

Mortgagors:

Don G Plambeck
Lavonne K Plambeck

STATE OF Nebraska }
COUNTY OF Douglas } ss

On this 21 day of March 2013, before me, a Notary Public, personally appeared Don G Plambeck to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)

Lisa M. Johnson
Notary Public in and for said County and State

My commission expires 12-20-15

STATE OF Nebraska }
COUNTY OF Douglas } ss

On this 22nd day of March 2013, before me, a Notary Public, personally appeared Lavonne K Plambeck to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)

Jessica Tuckesen
Notary Public in and for said County and State

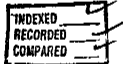
My commission expires 2/21/17

5

FILE NO. 14-1269
RECORDING FEE \$ 27.⁰⁰

FILED FOR RECORD THIS 17th DAY OF
September 20 14 AT 11:55
O'CLOCK A.M. BOOK 156 PAGE 26

STATE OF IOWA, MONONA COUNTY:
Tena L. Hinkel RECORDER
By _____ Deputy



FILE NO. 14-1269
BOOK 156 PAGE 26
DATE 9-17-14 TIME 11:55 am
TENA L. HINKEL
RECORDER
MONONA CO., IOWA

\$ 27.⁰⁰ Rec. fee

Do not write/type above this line. For filing purposes only.

FORM 5014 (7-2014)

RETURN TO Farm Credit Services of America, 700 Senate Ave
PREPARER: Red Oak, IA 51566

Scott, April
(712) 623-5181

Farm Credit Services of America

REAL ESTATE MORTGAGE
For the State of Iowa

Open-End To Secure Present and Future Obligations and Advances

Date: September 15, 2014

Mortgagor(s):
PLAMBECK AG, L.L.C., a Limited Liability Company

Mailing Address: 5711 S 118th Plz
Omaha, NE 68137

The above named Mortgagor(s) in consideration of the extension of credit identified herein and any future, additional or protective advances made at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of America, FLCA, 5015 S 118th Street, Omaha, NE 68137, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Monona County(ies), Iowa, to wit:

The West Half of the Southwest Quarter (W1/2 SW1/4), (except railroad right-of-way granted in Deed recorded in Book 5, Page 372 of Monona County, Iowa Records), of Section 19; and the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 30, all in Township 85 North, Range 44 West of the 5th P.M., Monona County, Iowa

AND

The Southeast Quarter of Section 2, Township 85 North, Range 46 West of the 5th P.M., in Monona County, Iowa

together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, timber, timber to be cut, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, water rights, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property,

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whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure the repayment in full of the following described obligations, regardless of whether Mortgagor(s) is(are) liable thereon, and all future and additional loans or advances, protective or otherwise, which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), the parties liable under the note(s) or credit agreement(s) or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s), credit agreement(s), or other instrument(s) modifying the same.

<u>Date of Note(s) or Credit Agreement(s)</u>	<u>Principal Amount</u>
09/15/2014	1,300,000.00

***NOTICE: This mortgage secures credit in the amount of \$1,300,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.**

NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

This mortgage will be due December 1, 2035.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

This is a purchase money mortgage.

Mortgagor(s) and each of them further covenant and agrees with, or certifies to, Mortgagee as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on public domain.
2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be endorsed with a loss payable clause to Mortgagee. On demand, Mortgagor will furnish said policies or proof of insurance to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, aircraft, vehicles, vandalism, smoke, windstorm, and hail. Mortgagor(s) will obtain and keep flood insurance in force to cover losses by flood as required by Mortgagee or by the National Flood Insurance Act of 1968, as amended, or by regulations implementing the same. Mortgagor(s) further agrees that Mortgagee is not and will not be liable for any failure by me/us or by any insurer, for whatever reason, to obtain and keep this insurance in force.
3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit

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any acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the credit agreement(s).

4. In the event Mortgagor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the credit agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagor(s) in default or exercise any of Mortgagee's other rights and remedies.

5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of advance until paid.

6. Any awards made to Mortgagor(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), credit agreement(s), or other instrument(s), or any proceeding is brought under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) or credit agreement(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will apply all rents, issues, crops, profits, and income of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

9. The integrity and responsibility of the Mortgagor(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagor(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. That Mortgagor(s) are, and shall continue to be, duly organized, validly existing and legally qualified to do business under the laws of the states in which Mortgagor(s) operate, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Mortgagor(s) business operations and to own agricultural real estate. No change has been made in the name, ownership, control, relationship, legal status or organizational and formation documents of any undersigned since the time any such information was last provided to Mortgagee.

11. That if Mortgagor(s), or anyone signing this Mortgage, is a limited liability company, that those signing on behalf of said limited liability company constitute a majority of the managers or members thereof, and that the execution of this Mortgage is in the ordinary course of the limited liability company's business and has been authorized by its members.

12. Assignment of Rents including Proceeds of Mineral Leases. Mortgagor(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby; or Mortgagee, at its option, may turn over and deliver to Mortgagor(s) or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

13. This Mortgage constitutes a Security Agreement with respect to all the property described herein.

14. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

15. Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to six months. If the court finds that the property has been abandoned by Mortgagor(s) and if Mortgagee waives any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to sixty days. In addition, if the property described herein is the residence of Mortgagor(s) at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of Mortgagor(s), then the period of redemption will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm to the provisions of Sections 628.26, 628.27, and 628.28 of the Code of Iowa.

PLAMBECK AG, L.L.C., A Limited Liability Company

By


Don G. Plambeck, Member

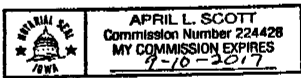
26

LLC ACKNOWLEDGMENT MEMBER

STATE OF IOWA)
) ss
COUNTY OF POTTAWATTAMIE)

On this 15 day of September, 2014, before me, a Notary Public, personally appeared Don G Plambeck to me known to be the person named in and who executed the foregoing instrument, who did say that he is a member of PLAMBECK AG, L.L.C., a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)



April L Scott

April L Scott
Notary Public in and for said County and State

My commission expires 9-10-2017

26

FILE NO. 15-0170
RECORDING FEE \$ 22.00

FILED FOR RECORD THIS 24th DAY OF February 2015 AT 2:50 O'CLOCK P.M. BOOK 156 PAGE 90

STATE OF IOWA, MONONA COUNTY
By Tena L Hinkel RECORDER Deputy

INDEXED
RECORDED
COMPARED

FILE NO. 15-0170
BOOK 156 PAGE 90
DATE 2-24-15 TIME 2:50 pm
TENA L HINKEL
RECORDER
MONONA CO., IOWA
\$22.00 pd

Do not write/type above this line. For filing purposes only.

FORM 5014 (7-2014)

RETURN TO PREPARER: Farm Credit Services of America, 700 Senate Ave Red Oak, IA 51566

Scott, April (712) 623-5181

Farm Credit Services of America

CORRECTION | REAL ESTATE MORTGAGE
For the State of Iowa

Open-End To Secure Present and Future Obligations and Advances

Date: September 15, 2014

Mortgagor(s):
Plambeck AG, L.L.C., a Limited Liability Company

Mailing Address: 5711 S 118th Plz, Omaha, NE 68137
This is a correction Real Estate Mortgage, correcting the Real Estate Mortgage to Farm Credit Services of America, FLCA recorded September 17, 2014 in Book 156 Page 26

The above named Mortgagor(s) in consideration of the extension of credit identified herein and any future, additional or protective advances made at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of America, FLCA, 5015 S 118th Street, Omaha, NE 68137, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Monona County(ies), Iowa, to wit:

The West Half of the Southwest Quarter (W1/2 SW1/4) , (except railroad right-of-way granted in Deed recorded in Book S, Page 372 of Monona County, Iowa Records), of Section 19; and the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 30, all in Township 85 North, Range 44 West of the 5th P.M., Monona County, Iowa

AND

The Southeast Quarter of Section 2, Township 85 North, Range 46 West of the 5th P.M., in Monona County, Iowa

together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, timber, timber to be cut, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, water rights, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property,

90

whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure the repayment in full of the following described obligations, regardless of whether Mortgagor(s) is(are) liable thereon, and all future and additional loans or advances, protective or otherwise, which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), the parties liable under the note(s) or credit agreement(s) or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s), credit agreement(s), or other instrument(s) modifying the same.

<u>Date of Note(s) or Credit Agreement(s)</u>	<u>Principal Amount</u>
09/15/2014	1,300,000.00

***NOTICE: This mortgage secures credit in the amount of \$1,300,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.**

NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

This mortgage will be due December 1, 2035.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

This is a purchase money mortgage.

Mortgagor(s) and each of them further covenant and agrees with, or certifies to, Mortgagee as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on public domain.
2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be endorsed with a loss payable clause to Mortgagee. On demand, Mortgagor will furnish said policies or proof of insurance to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, aircraft, vehicles, vandalism, smoke, windstorm, and hail. Mortgagor(s) will obtain and keep flood insurance in force to cover losses by flood as required by Mortgagee or by the National Flood Insurance Act of 1968, as amended, or by regulations implementing the same. Mortgagor(s) further agrees that Mortgagee is not and will not be liable for any failure by me/us or by any insurer, for whatever reason, to obtain and keep this insurance in force.
3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit

any acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the credit agreement(s).

4. In the event Mortgagor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the credit agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagor(s) in default or exercise any of Mortgagee's other rights and remedies.

5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of advance until paid.

6. Any awards made to Mortgagor(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), credit agreement(s), or other instrument(s), or any proceeding is brought under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) or credit agreement(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will apply all rents, issues, crops, profits, and income of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

9. The integrity and responsibility of the Mortgagor(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagor(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. That Mortgagor(s) are, and shall continue to be, duly organized, validly existing and legally qualified to do business under the laws of the states in which Mortgagor(s) operate, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Mortgagor(s) business operations and to own agricultural real estate. No change has been made in the name, ownership, control, relationship, legal status or organizational and formation documents of any undersigned since the time any such information was last provided to Mortgagee.

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11. That if Mortgagor(s), or anyone signing this Mortgage, is a limited liability company, that those signing on behalf of said limited liability company constitute a majority of the managers or members thereof, and that the execution of this Mortgage is in the ordinary course of the limited liability company's business and has been authorized by its members.

12. Assignment of Rents including Proceeds of Mineral Leases. Mortgagor(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby; or Mortgagee, at its option, may turn over and deliver to Mortgagor(s) or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

13. This Mortgage constitutes a Security Agreement with respect to all the property described herein.

14. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

15. Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to six months. If the court finds that the property has been abandoned by Mortgagor(s) and if Mortgagee waives any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to sixty days. In addition, if the property described herein is the residence of Mortgagor(s) at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of Mortgagor(s), then the period of redemption will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm to the provisions of Sections 628.26, 628.27, and 628.28 of the Code of Iowa.

Plambeck AG, L.L.C., A Limited Liability Company

By Don G. Plambeck
Don G. Plambeck, Member

STATE OF Iowa)
) SS
COUNTY OF Dubuque)

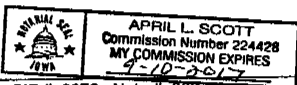
On this 20 day of February, 2015, before me, a Notary Public, personally appeared Don G. Plambeck to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is a member of PLAMBECK AG, L.L.C., a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

My commission expires 9-10-2017

April C Scott

APRIL L. SCOTT
Notary Public in and for said County and State



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U
U

Harold E Pratt et ux

X

Filed for record this 22nd day of
clock A.M.

Harold Pratt

ROW # 26021

\$ 5.00

Received of NORTHWESTERN BELL TELEPHONE COMPANY

IE-9
2-1-47

Five and NO/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, Its associated and allied companies, Its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in East Half of South East Quarter (E 1/2 SE 1/4) South West quarter

South East Quarter (SE 1/4 SE 1/4) Sec 12, Twp 84 North Range 46 W Monona and State of Iowa

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The boundary of said one rod strip shall be a line parallel to and _____ ft. of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for _____ heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems. An additional payment computed at the rate of \$320.00 per mile will be made to the owner or owners as their interests shall appear, if and when the rights

Made to the owner or owners as their interests shall appear, if and when the rights

Signed and sealed this 20th of May, 1964 at Whiting, Iowa herein granted are exercised
Witness:
L. L. Quinn P Eng Harold Pratt (Seal)
E. L. Quinn Leona Pratt (Seal)
Harold Pratt (Seal)
Leona Pratt (Seal)

Ralph Marsh & Ruby F. Marsh

R.O.W. # 25846

day of
lock A M

\$ 5.00

Received of the NORTHWESTERN BELL TELEPHONE COMPANY

IE-9
2-1-47

Five and NO/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, Its associated and allied companies, Its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Northwest Quarter, east of Railroad Section 7

Twp 84 N of Range 45, County of Monona, and State of Iowa

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The boundary of said one rod strip shall be a line parallel to and _____ feet of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for _____ heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

An additional payment computed at the rate of \$320.00 per mile will be made to the owner or owners as their interests shall appear, if and when the rights
here in granted are exercised.

Signed and sealed this 22nd day of April, 1964, at Whiting Iowa
Witness:
L. L. Quinn Eng Ralph Marsh (Seal)
L. L. Quinn Ruby Marsh (Seal)
Ralph Marsh (Seal)
Ruby Marsh (Seal)

Raymond Muller and Maryann Muller

R.O.W. # 25847

day of
clock A.M.

\$ 5.00

Received of the NORTHWESTERN BELL TELEPHONE COMPANY

IE-9
2-1-47

Five and No/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, Its associated and allied companies, Its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in NE 1/4 (ex. 4.31 Acres for right of way of C&NW RR) All that part of NE 1/4 NW 1/4 lying Northeast of the Railroad all in Section 18

Twp. 84 N of R 45W, County of Monona, and State of Iowa

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The boundary of said one rod strip shall be a line parallel to and _____ feet of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for _____ heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

An Additional payment computed at the rate of \$320.00 per mile will be made to the owner or owners as their interests shall appear, if and when the rights
herein granted are exercised

Signed and sealed this 22nd day of April, 1964, at Whiting Iowa
Witness:

u

Date 5-20-64
 Received 5-20-64
 Correct L. L. Quinn P. eng
 Approved P. B. Davison Dist name

Harold E Pratt et ux X
 Basement X
 Northwestern Bell Telephone Co. X
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

#1993 Filed for record this
 May A.D° 1964 at 11:0
 \$2.50 VCH Paul McFarland Recd

AREA LOCATION EST K.C.
 NUMBER J.O. MOT
 IA TAG NO.
 PROJ5010
 ACCOUNT AMOUNT
 OR CODE 5.00
 45TC

Approved by P. B. Davison Dist name

AREA LOCATION EST°, K.C.
 NUMBER J.O. MOT
 IA TAG NO. P
 ACCOUNT AMOUNT
 OR CODE 5 00
 45TC

Ralph Marsh et ux X
 Basement X
 Northwestern Bell Telephone Co. X
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

#1994 Filde for record thi
 May A.D 1964 at 11:
 \$2.50 VCH Paul McFarland Re

May 22
 1964

D. 19-64
 public in and
 wife
 executed the
 executed
 for sold County

Approved by P. B. Davison Dist name

AREA LOCATION EST°, K.C.
 NUMBER J.O. MOT
 IA TAG NO.
 ACCOUNT AMOUNT
 OR CODE 5 00
 45TC

Raymond Moller et ux X
 Basement X
 Northwestern Bell Telephone Co. X
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

#1995 Filde for record t
 May A.D. 1964 at 1
 \$2.50 VCH Paul McFarland

D. 19-64
 public in and
 Muller
 wife
 executed the
 executed

Date 4-22-64
 Received 4-22-64
 Correct L. L. Quinn eng name

Correct L. L. Quinn eng name

W

Ralph A. Marsh, et ux	X	Filed for record this 18th day of May A. D. 1966
Right of Way	X	at 11:14 o'clock a. m.
American T. & T. Co.	X	#1583 Paul McFarland, Recorder
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		Fee \$1.50

A. T. & T. CO.
L.F.L. DEPT.

93440L
8-68

Approved: J. A. Filgire

\$ 5.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Five and no/100 ----- Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, drains and splicing boxes, and surface testing-terminals, repeaters, repeater housings and markers, manholes and other appurtenances, upon, over and under a strip of land twenty feet wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in The Northeast Quarter (NE¹/₄) and the Northwest Quarter (NW¹/₄) both in Section 7, lying East and North of the Right of Way of the Chicago Northwestern Railway Co. Excepting the Right of Way for Highway # 75.

Township 84 North, Range 45 West, County of Monona, and State of IOWA, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and use additional areas as required on each side of said strip; and to install gates and stiles in any fences crossing said strip. The boundaries of said twenty feet wide strip shall be lines parallel to and ten feet on each side of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for them sel(f)(ves), their heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage done to fences and growing crops damaged in the course of the construction and maintenance activities associated with the aforesaid systems.

Signed and sealed this 17 day of November, 1965, at Whiting, Iowa.

Witness: R. R. C. Baker
R. R. C. Baker

Ralph A. Marsh (Seal)
Ralph A. Marsh

Ruby F. Marsh (Seal)
Ruby F. Marsh

Paid by Field Draft No. K43010

STATE OF IOWA }
County } ss.

On this _____ day of _____, A. D. 19 _____, before me _____ a notary public in and for said County, personally appeared _____

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

STATE OF IOWA }
Monona County } ss.

On this 18th day of November, A. D. 1965, before me Marjorie Mander a notary public in and for said County, personally appeared _____

Ralph A. Marsh and Ruby F. Marsh, husband and wife, Ralph A. Marsh being the same person as Ralph Marsh to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notarial Seal Iowa

Notary Public in and for said County

Marjorie Mander
Marjorie Mander

Notary Public in and for said County

No. 516 FILED FOR RECORD THIS 7 DAY OF STATE OF IOWA, MONONA COUNTY:
RECORDED ME 1250 April 1968 AT 3:00 Paul M. Gilliland Recorder
 O'CLOCK P M. BOOK 2 PAGE 111 By W. O. 64195 Deputy
 R. O. N. Sh-22

RIGHT OF WAY AND EASEMENT GRANT

STATE OF IOWA
 COUNTY OF Monona
 That the undersigned Doris M. Erickson and Violet B. Erickson, BOTH SINGLE

hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE-HUNDRED-THIRTY-FOUR AND 00/100 Dollars (\$134.00) cash in hand paid, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto GULF CENTRAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", a right of way and perpetual easement to at any time and from time to time lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one or more pipelines together with all appurtenances, equipment and facilities useful or incident to the operation or protection thereof, for the transportation of oil, gas, anhydrous ammonia, other petroleum products or derivatives or any other liquids, gases or substances which can be transported through pipelines, along a route to be selected by Grantee on, under, across and through the following described lands owned by Grantor situated in the County of Monona, State of Iowa, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) Section 2 Township 85 North-Range 46 West of the Fifth Principal Meridian.

This grant of right of way and easement shall and does include the right of ingress and egress on, over, across and through the above described lands and adjoining lands of Grantor for all purposes necessary or incident to the exercise of the rights granted hereunder.

The right of way herein granted shall have a permanent width of thirty (30) feet; provided Grantee may temporarily use additional work space as needed during and for the construction, maintenance, repair, replacement, changing the size of and removal of any pipeline or appurtenant facilities. Grantee may, within one year after the installation of the initial pipeline, file in the records of the county in which said land is located a plat or other document designating the location of the said right of way and easement herein granted; however, should Grantee not make such filing the center line of said right of way and easement shall be the center line of the initial pipeline constructed hereunder.

Grantor reserves the right to use and enjoy said lands except as may be necessary for the purposes herein granted to Grantee provided Grantor shall not, without prior written consent of Grantee, construct or permit to be constructed any house, structure, reservoir, pipeline or other obstruction or excavation on, over or within said right of way and easement.

Grantee shall at the time of construction bury said pipelines to a depth of at least 30 inches through cultivated lands provided that any pipeline may be suspended across irrigation or other canals, water courses, ditches, or ravines.

Grantee agrees to pay for all damage to growing crops, fences, buildings and timber on said land which may be caused by the exercise of the rights granted hereunder provided that after the first pipeline has been laid Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush and obstructions.

~~Should Grantee at any time construct more than one pipeline hereunder it will pay to Grantor the sum of One Dollar (\$1.00) per lineal foot of additional pipeline laid along the right of way and easement granted hereunder within sixty days after the completion of such pipeline.~~

Any payment provided for hereunder may be made by check or draft either direct or by mail to Grantor or may be mailed or delivered for deposit to Grantor's credit in the _____

Bank of _____, which bank or its successors shall be the depository for such payment as a representative of Grantor and Grantor's successors and assigns and the death or incapacity of Grantor shall not terminate or affect Grantee's right to deposit such payment in said depository bank or its successor. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or to said bank. No change in the ownership of the land affected by this grant shall affect the payments which may be made hereunder until thirty (30) days after Grantee shall have received a certified copy of the recorded instrument evidencing such transfer. The furnishing of such evidence shall not affect the validity of payments theretofore made.

If two or more persons are entitled to receive any payment hereunder, Grantee may make or tender said payment jointly to such persons or, at Grantee's election, the proportionate part of said payment to which each person is entitled may be made or tendered to him separately.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor and Grantee is expressly granted the right to assign this right of way and easement or any part thereof or interest therein and the same shall be divisible among two or more owners as to any right or interest created hereunder.

This agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart thereof regardless of whether all parties named as Grantor joined in the execution hereof.

The acceptance by Grantee of this agreement and its consent thereto, are evidenced by its payment to Grantor of the consideration first recited above.

This agreement as written covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any agreement or representation not expressed herein.

TO HAVE AND TO HOLD said right of way and easement unto Grantee, its successors and assigns, forever or until released by a recordable instrument.

IN WITNESS WHEREOF, Grantor has signed this agreement on this 11 day of MARCH, 1968.

Witnesses:
R. J. Pepp
Doris M. Erickson
Violet B. Erickson
 Violet B. Erickson

FILE NO. 1575 FILED FOR RECORD THIS 30 DAY OF NOV STATE OF IOWA, MONONA COUNTY:
RECORDING FEE \$ None 7:00, 1921 AT 10:00 PAUL McFARLAND, Recorder
O'CLOCK A.M. BOOK 83 PAGE 192 By R. J. Deputy

WARRANT FOR PUBLIC HIGHWAY Iowa State Highway Commission Form No. 477

KNOW ALL MEN BY THESE PRESENTS:

That Ralph Marsh & Ruby F. Marsh, husband & wife
Whiting, Iowa

of Monona County, State of Iowa, in consideration of the sum of

Fifty-seven and 08/100 DOLLARS

in hand paid by Monona County, Iowa, do hereby sell and convey unto

Monona County, Iowa, for road purposes and for use as a Public Highway, the

following described premises situated in the County of Monona, State of Iowa, to-wit:

A strip of land 7' in width all lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 7, T-84N, R-45W
of the 5th P.M. Monona County, Iowa more fully described as follows:

Commencing 33' South and 33' East of the NW corner of said Sec. 7, the point
of beginning; thence East 7.0'; thence South 541.4'; thence West 7.0'; thence North
541.4' to the point of beginning. Said strip contains 0.087 acres exclusive of
previously established road right-of-way.

Note: The West line of the NW $\frac{1}{4}$ of Sec. 7 is assumed to bear due
North & South.

and we hereby covenant with the said Monona County

that we are lawfully seized of said premises; that they are free from incumbrance;

no exceptions

that we have good and lawful authority to sell and convey the same, and we
do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and

the said grantors
hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 18 day of Nov, A. D. 1921.

Ralph Marsh
Ralph Marsh
Ruby F. Marsh
Ruby F. Marsh

STATE OF IOWA, Linn County, ss.

On this 18 day of Nov, A. D. 1921, before me

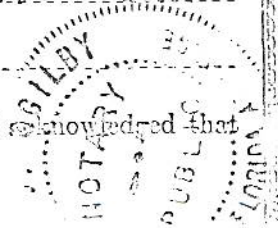
a Notary Public in and for Linn

County, State of Iowa personally appeared Ralph Marsh

Ruby F. Marsh

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.



FILE NO. 708 FILED FOR RECORD THIS 10 DAY OF December 1975 AT 4:20 O'CLOCK 7 P.M. BOOK 7 PAGE 130 STATE OF IOWA, MONONA COUNTY: BLAINE TEMPLETON, RECORDER By Dawn Spender Deputy

Easement No. 1
 Location No. Lossing Corner T1

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Violet B. Erickson
 and Doris M. Erickson (~~husband and wife~~) (single), for a good and valuable con-
 sideration, the receipt whereof is hereby acknowledged, do hereby grant unto Northwest Iowa Power Cooperative, a
 cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Le Mars, Iowa, and
 to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Monona
Monona State of Iowa, and more particularly described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), Township Eighty-
 five (85) North, Range Forty-six (46) West of the 5th P.M., in
 Monona County, Iowa.

Section 2, Township 85 North, Range 46 E-W of the Fifth P. M., and a right-of-way to con-
 struct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and
 distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-
 poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of
 electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent
 necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the
 operation or maintenance of said line or system, said right-of-way being described as follows, to wit:

NE the Southwest corner.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing,
 repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.
 The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever
 character except those held by _____

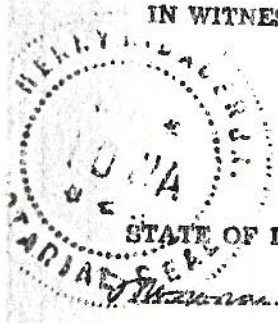
and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be con-
 strued to read in the plural, and that words used in the masculine gender shall also be construed to read in the
 feminine, and vice versa.

And _____ hereby relinquishes and releases any right or interest she
 may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share,
 or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 6th day of NOVEMBER, A.D. 1975

Violet B. Erickson
 Violet B. Erickson
Doris M. Erickson
 Doris M. Erickson



STATE OF IOWA }
 COUNTY } SS.

On this 6th day of November, A.D. 1975, before me, Henry R. Bader, Jr., a
 Notary Public in and for the County of Monona, State of Iowa, personally appeared _____

Violet B. Erickson and Doris M. Erickson
 to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that
 (s) (they) executed the same as their voluntary act and deed

FILE NO. 1861 FILED FOR RECORD THIS 16 DAY OF June STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ 10.00 1988 AT 9:30 Hannah Carol RECORDER
 O'CLOCK A.M. BOOK 1 PAGE 108 By John M. Miller, Deputy
 GRANT page 1 of 2



TRACT NO. F184M0025

Received of AT&T Communications of the Midwest, Inc. \$5.00 - Five and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, lightguides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing-terminals, markers, and other appurtenances, upon, over and under a strip of land 16.5 feet wide across the land which the undersigned own or in which the undersigned have any interest in

All that part of the Northwest Quarter (NW 1/4) of Section 7, Township 84 North, Range 45 West of the 5th P.M., except a triangular tract of land lying in the Southwest Corner of said quarter section, containing 10.015 acres, the east line of said exempted tract being the east line of State Highway No. 75 (now known as State Highway No. 475).

Township of Ashton, County of Monona, and State of Iowa together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within ten feet thereof; and to install gates in any fences crossing said strip.

The Westerly boundary of said 16.5 foot strip shall be a line parallel to and 5 feet West of the first cable or lightguide laid, which cable or lightguide shall have its location indicated upon the surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightguides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems

Signed and sealed this 3 day of June, 1988
 at Whiting, Iowa 51063

Witness

 Witness

Ruby F. Marsh
 Ruby F. Marsh
Lloyd R. Marsh
 Lloyd R. Marsh

APPROVED
J.E.
 R/W SUPERVISOR

Ruth E. Overstreet

This instrument was prepared under the supervision of E. E. Blythe, Attorney at Law, whose business address is One South Wacker Drive, Chicago, Illinois 60606



FILE NO. 1861
 BOOK 1 PAGE 108
 DATE 6-16-88 9:30 a.m.
 RECORDING FEE \$10.00
 MONONA COUNTY

STATE OF IOWA) ss. Source of Title: Document Number Pro. #9670
 COUNTY OF MONONA Deed Book 84, Page 69

On this 3 day of June, 1988, before me personally appeared to me RUBY F. MARSH (widow) LLOYD R. MARSH (single) known to be the person (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires: July 1, 1988



Rolland W. Shipley
 Notary Public
ROLLAND W. SHIPLEY 108



GRANT

TRACT NO. F184H00025

Received of AT&T Communications of the Midwest, Inc. \$5.00 - Five and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, lightguides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing-terminals, markers, and other appurtenances, upon, over and under a strip of land 16.5 feet wide across the land which the undersigned own or in which the undersigned have any interest in

All that part of the Northwest Quarter (NW 1/4) of Section 7, Township 84 North, Range 45 West of the 5th P.M., except a triangular tract of land lying in the Southwest Corner of said quarter section, containing 10.015 acres, the east line of said exempted tract being the east line of State Highway No. 75 (now known as State Highway No. 475).

Township of Ashton, County of Monona, and State of Iowa together with the following rights of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within ten feet thereof; and to install gates in any fences crossing said strip.

The Westerly boundary of said 16.5 foot strip shall be a line parallel to and 5 feet West of the first cable or lightguide laid, which cable or lightguide shall have its location indicated upon the surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightguides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems

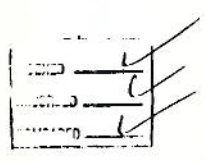
Signed and sealed this 7th day of JUNE, 19 88
at TROY, AL. 36081

Witness Ruby F. Marsh

Witness Lloyd B. Marsh
x Ruth E. Overstreet
Ruth E. Overstreet

APPROVED
J.E.
R/W SUPERVISOR

This instrument was prepared under the supervision of
E. E. Blythe, Attorney at Law, whose business address is
One South Wacker Drive, Chicago, Illinois 60608



FILE NO. 1861
LOOK 108 PAGE 108
DATE 6-16-88 TIME 9:30 a.m.
RECORDED
MONONA CO., IOWA

STATE OF ALABAMA) ss. Source of Title: Document Number Pro. #9670
COUNTY OF PIKE Deed Book 84, Page 69

On this 7th day of JUNE, 19 88, before me personally appeared to me RUTH E. OVERSTREET (SINGLE) known to be the person (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires: 11-22-90
SUE L. FRALEY
SUE L. FRALEY
Notary Public

FILE NO. 282
RECORDING FEE \$ 5.00

FILED FOR RECORD THIS 31st DAY OF August, 1990 AT 9:45 O'CLOCK A.M. BOOK 1 PAGE 224

STATE OF IOWA, MONONA COUNTY:
By Harriett Gray smf Recorder, Deputy

I.E. 9
Rev. 1988

No. 25846 A

\$25.00

Received of Northwestern Bell Telephone Company Twenty-five and No/100 Dollars (\$25.00), in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of cables, wires, conduits, manholes, terminals, repeaters, and other appurtenances, upon, over and under a strip of land one rod wide across the real estate which the undersigned own or have any interest in:

ALL THAT PART OF THE N.W. 1/4 OF SEC. 7, T84N, R45W, 4/45
LYING NORTHEASTERLY OF S.R. 475, IN MONONA CO., IOWA.
THE CABLE SHALL BE WITHIN A ONE ROD WIDE STRIP OF LAND,
SAID CABLE SHALL BE THE CENTERLINE OF SAID ONE ROD WIDE
STRIP OF LAND, SAID EASEMENT LYING NEAR THE EASTERLY R.O.W.
OF SAID S.R. 475, MONONA CO. IOWA.

Together with the following rights: Of ingress and egress over and across the lands of the undersigned, to and from said strip for the purpose of exercising the rights herein granted and the right to place buried cable laterally from said strip to the public right of way.

The cable route shall have its location indicated upon surface markers set in fence lines on the land of the undersigned or on adjacent public lands. The undersigned for HERSELF, HER heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip.

The grantees agree to pay for damage to fences, tile and growing crops arising from the construction and maintenance of the aforesaid systems. An additional payment computed at the rate of Five Dollars (\$5.00) per rod will be paid to the owner or owners as their interest(s) shall appear, at the time of construction of the telephone system.

Signed this 13 day of August, 1990.
Owner(s): Ruby Marsh
RUBY MARSH

INDEXED
RECORDED
COMPALED
BOOK 1 PAGE 224
DATE 8/31/90 TIME 9:45 am
HARRIETT GRAY 95.00
RECORDER 100
MONONA CO. IOWA

STATE OF IOWA)
COUNTY OF MONONA) SS:

US West Communications Inc.
Right of Way Department
2103 East University
Des Moines, Iowa 50317

Notary Public in and for the State of Iowa personally appeared RUBY MARSH
known to be the person named in and who executed the foregoing instrument, and she acknowledged that she executed the same as HER voluntary act and deed.

Stephen D. Glorfield
Notary Public in and for the State of Iowa
(SIGNATURE) M48

Notary please type or print name on this line
My Commission expires July 12, 1993, 1993

224

FILE NO. 138 FILED FOR RECORD THIS 22 DAY OF July STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ 6.00 1953 AT 1:00
 O'CLOCK P. M. BOOK 2 PAGE 4 By John Miller Deputy RECORDER

MAY 27 1954

128
 Easement No. 4-100-1
 Location No. Project 1-A

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mrs. Ellen Erickson & Doris Erickson and Violet Erickson (~~MONONA COUNTY~~) (single), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Northwest Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Le Mars, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of MONONA, State of Iowa, and more particularly described as follows:

The West half ($W\frac{1}{2}$) of Southeast Quarter ($SE\frac{1}{4}$)

INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPALED	<input checked="" type="checkbox"/>

FILE NO. 138
 DATE 7-22-53 TIME 1:00 p.m.
 HARRIETT GRAY \$6.00
 RECORDER
 MONONA CO., IOWA

Section 2, Township 85 North, Range 46 West of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to wit:

Along the West boundary.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by None

and except taxes and assessments not yet due.

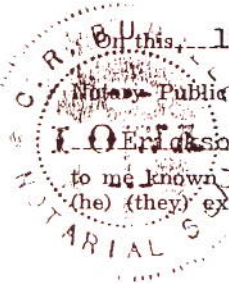
It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And WE hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 17th day of June, A.D. 1953.

Mrs. Ellen Erickson
Doris Erickson
Violet Erickson

STATE OF IOWA }
Monona COUNTY } ss.



On this, 17th day of June, A.D. 1953, before me, C. R. Burrell, a Notary Public in and for the County of Monona, State of Iowa, personally appeared Ellen Erickson and Doris Erickson and Violet Erickson to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (they) executed the same as their voluntary act and deed.

C. R. Burrell
 Notary Public in and for Monona County, Iowa

My Commission expires on the 4th day of July, 1954.

FILE NO. 9831600 FILED FOR RECORD THIS 16th DAY OF November 1999 AT 9:17 P.M. BOOK 3 PAGE 52 STATE OF IOWA, MONONA COUNTY:
 RECORDING FEE \$ _____ BY Dawn Vander Recorder, Deputy

Prepared by: David A. Lane
 Address: PO Box 778
 Sioux City, Iowa 51102
 File No:

**MidAmerican Energy
 Company**
 Electric Easement (Rural)

INDEXED
 RECORDED
 COMPARED

FILE NO. 983
 BOOK 3 PAGE 52
 DATE 11-17-99 TIME 9:17 a.m.
 TENA L. HINKEL
 RECORDER
 MONONA CO., IOWA
\$16.00 pd.

The undersigned owner (s), **Don G. Plambeck and Lavonne K. Plambeck, husband and wife,** and the undersigned tenant (s), Franklin D. Seitzinger in consideration of \$ 3000.00, hereby grant (s) to MidAmerican Energy Company, (hereinafter called the "Company") an Iowa corporation, its successors and assigns, a perpetual right-of-way easement, for the purpose of constructing, reconstructing, operating, maintaining and removing lines for the transmission and distribution of electric energy and for communication and electrical controls, including the necessary poles, towers, wires, guys, anchors and other appurtenances, and to permit the attachment thereto of facilities owned by others, together with the right of ingress and egress, and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said lines, upon, under, over, along and across the real estate located in Monona County, Iowa described as follows:

A strip of land 10.00 feet in width in the SE ¼, Section 2, Township 85N, Range 46W of the 5th Principal Meridian, Monona County, Iowa, more particularly described as follows:

The East 10.00 feet of said SE ¼ Section 2, lying parallel and adjacent to presently established county road right of way, containing 0.6 acre, more or less;

And

A temporary construction easement 25.00 feet in width more particularly described as follows:

The West 25.00 feet of the East 35.00 feet of said SE ¼, lying parallel and adjacent to the above described 10.00 foot wide strip, containing 1.5 acres, more or less. Said temporary construction easement shall expire on October 1, 1999.

Damages to fences, livestock or crops of the undersigned, their successors and assigns, by the Company while constructing or maintaining the lines shall be paid by the Company to the party damaged. If the amount of damages is not agreed upon, it shall be determined by three disinterested persons, one appointed by the party damaged, one by the Company, and a third appointed by the two so appointed, and the written determination by a majority thereof of the amount shall be final and conclusive. Each party shall pay the compensation and out-of-pocket expenses of the person named by said party, and shall pay one-half the compensation and out-of-pocket expenses of the third person.

(E 10')
 pt. SE4
 2-85-46
 C.G. AC. 5/54

225' of E35'
 pt. SE4
 2-85-46
 1.5 AC.

Signed, sealed and delivered this 15th day of February, 1999

Don G. Plambeck

Don G. Plambeck

STATE OF IOWA)
) SS.
COUNTY OF MONONA)

I, BRANDON HUBBS, a Notary Public in and for the County and State aforesaid, do hereby certify that DON G. PLAMBECK personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of FEBRUARY, A.D. 19 99.

(Notarial Seal)

Brandon E. Hubbs
Notary Public in and for said County



Signed, sealed and delivered this 18th day of Feb., 1999

Lavonne K. Plambeck

Lavonne K. Plambeck

STATE OF NEBRASKA)
) SS. (LeaseMENT)
COUNTY OF SARPY)

I, CHARLES H. TRUELSEN, a Notary Public in and for the County and State aforesaid, do hereby certify that LAVONNE K. PLAMBECK personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of Feb., A.D. 19 99.

(Notarial Seal)

Charles H. Truelsen
Notary Public in and for said County



SEP

Signed, sealed and delivered this 17 day of March, 1999

Franklin D. Seitzinger
Franklin D. Seitzinger, tenant

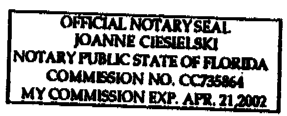
STATE OF FL)
) SS.
COUNTY OF COLLIER)

I, *Joanne Ciesielski*, a Notary Public in and for the County and State aforesaid, do hereby certify that *Franklin D. Seitzinger* FL# 5325-244-34-109-D personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of March, A.D. 1999.

(Notarial Seal)

Joanne Ciesielski
Notary Public in and for said County



FILE NO. 800 FILED FOR RECORD THIS 8 DAY OF November 2002 AT 11:19 O'CLOCK A M. BOOK 13APP PAGE 272 STATE OF IOWA, MONONA COUNTY: RECORDED BY [Signature] Deputy

Prepared by:
Koch Pipeline Company, L.P.
4111 E. 37th Street North
Wichita, KS 67220
(316) 828-5500

Misc - ✓
Comp ✓

INDEXED ✓
RECORDED ✓
COMPALED ✓

AFFIDAVIT

FILE NO. 800
BOOK 13APP PAGE 272
DATE 11-8-02 TIME 11:19 a.m.
TENA L. HINKEL # 60600
RECORDER
MONONA CO., IOWA

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

I, Robert J. Knapp, of lawful age, after first being duly sworn upon his oath, deposes and states:

1. That he is the duly elected, qualified and acting Secretary of Koch Pipeline Company, LLC, General Partner of Koch Pipeline Company, L.P., a Delaware limited partnership, and that in such capacity, he has custody of and is familiar with the minute books and records of the limited liability company and limited partnership.
2. That on July 31, 1995 Gulf Central Pipeline Company, a Delaware corporation, merged into Koch Pipelines, Inc., a Delaware corporation. A copy of said merger is attached hereto as Exhibit "A."
3. That on July 31, 1995 Koch Pipelines, Inc. merged into Koch Pipeline Company, L.P. A copy of the Certificate of Merger is attached hereto as Exhibit "B."

This Affidavit is prepared for the purpose of clarifying title to real estate interests located in Monona County, Iowa.

FURTHER AFFIANT SAITH NOT.

KOCH PIPELINE COMPANY, L.P.
By: Koch Pipeline Company, LLC, General Partner

[Signature]
Robert J. Knapp, Secretary

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Subscribed and sworn to before me this 25th day of September, 2002.

[Signature]
Kelly Mitchell Olson
Notary Public

My Commission Expires: 1-7-2005

KELLY MITCHELL OLSON
NOTARY PUBLIC
STATE OF KANSAS
My Appl. Exp. 1-7-05

Monona County, Iowa
 ENTERED FOR TAXATION
 This day of November 2002
[Signature] Auditor
[Signature] Dep. Auditor

Delaware

The First State

EXHIBIT "A"

PAGE 1

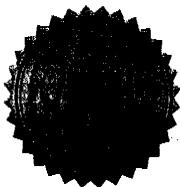
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"BOW PIPE LINE COMPANY", A OKLAHOMA CORPORATION,

"GULF CENTRAL PIPELINE COMPANY", A DELAWARE CORPORATION,

"SOUTHWEST PIPE LINE COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "KOCH PIPELINES, INC." UNDER THE NAME OF "KOCH PIPELINES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF JULY, A.D. 1995, AT 10 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0894856 8100M

020598596

AUTHENTICATION: 2003849

DATE: 09-26-02

212

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 07/31/1995
950171535 - 894856

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is dated this 28th day of July, 1995, pursuant to the General Corporation Law of the State of Delaware Section 252, (hereinafter referred to as the "Merger"). The undersigned Delaware and Oklahoma corporations (sometimes hereinafter collectively referred to as "Corporations"), Koch Pipelines, Inc., Gulf Central Pipeline Company, Southwest Pipe Line Company and Bow Pipe Line Company, all subsidiaries of Koch Industries, Inc., a Kansas corporation (hereinafter referred to as "Koch"), hereby adopt the following Articles of Merger for the purpose of merging into a single corporation:

WITNESSETH THAT:

WHEREAS, KOCH PIPELINES, INC. (formerly known as Wood River Pipeline Company) duly organized and existing under the laws of the State of Delaware, (sometimes hereinafter referred to as "Surviving Corporation"), having been incorporated on June 27, 1980, and recorded in the office of the Register of Deeds for the County of New Castle on July 18, 1980, with authorized capital stock of 8,001 common shares at no par value and 2,000 preferred shares at no par value, 10,001 of which shares are issued and outstanding to Koch; and

WHEREAS, GULF CENTRAL PIPELINE COMPANY, duly organized and existing under the laws of the State of Delaware, (sometimes hereinafter referred to as "Merged Corporation"), having been incorporated on September 12, 1967, and recorded in the office of the Register of Deeds for the County of New Castle on September 12, 1967, with authorized capital stock of 1,500 common shares at \$5,000 par value and 150 preferred shares at \$100,000 par value, 1,500 of which common shares are issued and outstanding to Koch; and

WHEREAS, SOUTHWEST PIPE LINE COMPANY, duly organized and existing under the laws of the State of Delaware, (sometimes hereinafter referred to as "Merged Corporation"), having been incorporated on August 22, 1966, and recorded in the office of the Register of Deeds for the County of New Castle on August 22, 1966, with authorized capital stock of 1,000 common shares at \$1,000 par value, 25 of which common shares are issued and outstanding to Koch; and

WHEREAS, BOW PIPE LINE COMPANY, duly organized and existing under the laws of the State of Oklahoma, (sometimes hereinafter referred to as "Merged Corporation"), having been incorporated on July 21, 1977, with authorized capital stock of 10,000 common shares at \$1.00 par value, 500 of which common shares are issued and outstanding to Koch; and

WHEREAS, the registered offices of Koch Pipelines, Inc., Gulf Central Pipeline Company, and Southwest Pipe Line Company in the State of Delaware is located at 1209 Orange Street, in the

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City of Wilmington, County of New Castle and the name of their registered agent at such address is The Corporation Trust Company; and the registered office of Bow Pipe Line Company in the State of Oklahoma is located at 735 First National Building, in the City of Oklahoma City, County of Oklahoma and the name of its registered agent at such address is The Corporation Company.

WHEREAS, the Boards of Directors of the respective Corporations deem it advisable for the general welfare and advantage of said Corporations to merge the Corporations into a single corporation pursuant to this Agreement, and the Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the States of Delaware and Oklahoma;

NOW THEREFORE, the Corporations party to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said Merger and mode of carrying the same into effect as follows:

FIRST: Effective on the 31st day of July, 1995 at 11:10:59 p.m. GULF CENTRAL PIPELINE COMPANY, SOUTHWEST PIPE LINE COMPANY, AND BOW PIPE LINE COMPANY shall be merged into KOCH PIPELINES, INC., and the corporate existence of GULF CENTRAL PIPELINE COMPANY, SOUTHWEST PIPE LINE COMPANY AND BOW PIPE LINE COMPANY shall cease, and the corporate existence of KOCH PIPELINES, INC. shall continue and the Surviving Corporation shall become subject to all the debts and liabilities of all four Corporations in the same manner as if it had itself incurred them.

SECOND: The Articles of Incorporation of the Surviving Corporation shall continue to be its Articles of Incorporation following the effective date of the merger.

THIRD: The manner of converting the outstanding shares of capital stock of each of the corporations into shares of the Surviving Corporation shall be as follows:

(A) All of the 1,650 authorized shares of stock of Gulf Central Pipeline Company, 1,500 issued and outstanding, on July 31, 1995 at 11:10:59 p.m. shall forthwith be surrendered by Koch Industries, Inc. and canceled.

(B) All of the 1,000 authorized shares of stock of Southwest Pipe Line Company, 25 issued and outstanding, on July 31, 1995 at 11:10:59 p.m. shall forthwith be surrendered by Koch Industries, Inc. and canceled.

(C) All of the 10,000 authorized shares of stock of Bow Pipe Line Company, 500 issued and outstanding, on July 31, 1995 at 11:10:59 p.m. shall forthwith be surrendered by Koch Industries, Inc. and canceled.

FOURTH: The terms and conditions of the Merger are as follows;

(A) The by-laws of the Surviving Corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

(B) The directors of the Surviving Corporation shall be C. C. McCampbell, J. H. Elmore, B. R. Caffey, F. Lynn Markel and R. D. Balhorn; and the officers of the Surviving Corporation shall be:

President	B. R. Caffey
Vice President	J. H. Elmore
Vice President/Treasurer	F. Lynn Markel
Vice President	Donald L. Cordes
Vice President	Gary D. Baker
Vice President - Marketing	Anthony L. Botterweck
Vice President	Albert Taber
Secretary	H. Allan Caldwell
Assistant Secretary	A. D. Hallock
Assistant Secretary	Quentin E. Kurtz
Assistant Secretary	Philip D. Wright
Assistant Secretary	Nancy Smith
Assistant Secretary	Sarah Steele
Assistant Treasurer	Paul E. Nold
Assistant Treasurer - Tax	G. E. Hartwig

all of whom shall continue in office until the next annual meeting of the stockholders and until their successors shall have been elected and qualified.

(C) Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporations shall be transferred to, vested in, and devolve upon the Surviving Corporation without further act or deed, and all property, rights, and every other interest of the Surviving Corporation and the Merged Corporations shall be as effectively the property of the Surviving Corporation as they were of each Corporation respectively. The Merged Corporations hereby agree from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving

Corporation title to and possession of any property of the Merged Corporations acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Merged Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporations or otherwise to take any and all such action.

The Secretary of State of Oklahoma is irrevocably appointed agent for receipt of Service of Process of behalf of Bow Pipe Line Company. The address to which process may be mailed is Mr. Kelley Sears, c/o Koch Industries, Inc., 4111 East 37th Street North, Wichita, Kansas 67220.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto, have caused these presents to be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of each party hereto as the respective act, deed and agreement of each of said Corporations, on the day and year first herein written.



KOCH PIPELINES, INC.

By [Signature]
B. R. Caffey
President

ATTEST:
By [Signature]
H. Allan Caldwell
Secretary

GULF CENTRAL PIPELINE COMPANY

By [Signature]
H. Allan Caldwell
Vice President

ATTEST:
By [Signature]
Q. E. Kurtz
Secretary

SOUTHWEST PIPE LINE COMPANY

By [Signature]
Donald L. Cordes
Vice President

ATTEST:
By [Signature]
H. Allan Caldwell
Secretary

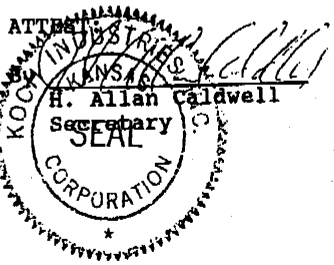
272

ATTEST:

By *H. Allan Caldwell*
H. Allan Caldwell
Secretary

BOW PIPE LINE COMPANY

By *Donald L. Cordes*
Donald L. Cordes
Vice President



KOCH INDUSTRIES, INC.

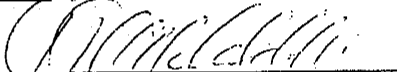
By *Donald L. Cordes*
Donald L. Cordes
Executive Vice President

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CERTIFICATE

I, H. Allan Caldwell, Secretary of Koch Pipelines, Inc. organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Gulf Central Pipeline Company and Southwest Pipe Line Company, corporations organized under the laws of the State of Delaware; and Bow Pipe Line Company, a corporation organized under the laws of the State of Oklahoma; was duly adopted pursuant to Delaware Corporation Law Sec. 252 and Oklahoma Corporation Law Sec. 1082, by the written consent of its sole stockholder holding 10,001 of the 10,001 authorized shares of the corporation, the same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholder of said Koch Pipelines, Inc. and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 28th day of July, 1995.

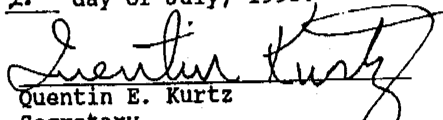


H. Allan Caldwell
Secretary
KOCH PIPELINES, INC.

CERTIFICATE

I, Quentin E. Kurtz, Secretary of Gulf Central Pipeline Company, organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Koch Pipelines, Inc. and Southwest Pipe Line Company, corporations organized under the laws of the State of Delaware; and Bow Pipe Line Company, a corporation organized under the laws of the State of Oklahoma; was duly adopted pursuant to Delaware Corporation Law Sec. 252, and Oklahoma Corporation Law Sec. 1082, by the written consent of its sole stockholder holding 1,500 of the 1,650 authorized shares of the corporation, the same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholder of said Gulf Central Pipeline Company and the duly adopted agreement and act of the said corporation.

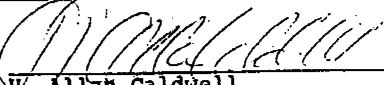
WITNESS my hand on this 28th day of July, 1995.


Quentin E. Kurtz
Secretary
GULF CENTRAL PIPELINE COMPANY

CERTIFICATE

I, H. Allan Caldwell, Secretary of Southwest Pipe Line Company, organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Koch Pipelines, Inc. and Gulf Central Pipeline Company, corporations organized under the laws of the State of Delaware; and Bow Pipe Line Company, a corporation organized under the laws of the State of Oklahoma; was duly adopted pursuant to Delaware Corporation Law Sec. 252 and Oklahoma Corporation Law Sec. 1082, by the written consent of its sole stockholder holding 25 of the 1,000 authorized shares of the corporation, the same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholder of said Southwest Pipe Line Company and the duly adopted agreement and act of the said corporation.

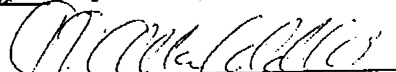
WITNESS my hand on this th 27 day of July, 1995.


H. Allan Caldwell
Secretary
SOUTHWEST PIPE LINE COMPANY

CERTIFICATE

I, H. Allan Caldwell, Secretary of Bow Pipe Line Company, organized and existing under the laws of the State of Oklahoma, hereby certify, as such Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Koch Pipelines, Inc., Gulf Central Pipeline Company and Southwest Pipe Line Company, corporations organized under the laws of the State of Delaware was duly adopted pursuant to Oklahoma Corporation Law Sec. 1082 and Delaware Corporation Law Sec. 252, by the written consent of its sole stockholder holding 500 of the 10,000 authorized shares of the corporation, the same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholder of said Bow Pipe Line Company and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 28th day of July, 1995.



H. Allan Caldwell
Secretary
BOW PIPE LINE COMPANY

Delaware

The First State

EXHIBIT "B"

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"KOCH PIPELINES, INC.", A DELAWARE CORPORATION,
WITH AND INTO "KOCH PIPELINE COMPANY, L.P." UNDER THE NAME OF "KOCH PIPELINE COMPANY, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF JULY, A.D. 1995, AT 10:50 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2529179 8100M

AUTHENTICATION: 2003998

020598606

DATE: 09-26-02

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:50 AM 07/31/1995
950171552 - 2529179

CERTIFICATE OF MERGER

Pursuant to the provisions of Section 263(c) of the Delaware General Corporation Law, for the purposes of merging Koch Pipelines, Inc., a Delaware corporation, with and into Koch Pipeline Company, L.P., a Delaware limited partnership, the undersigned hereby certifies as follows:

1. Name and Domicile of Constituent Entities:

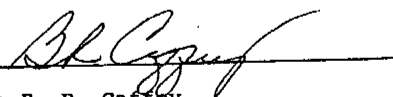
Name	State of Domicile
Koch Pipelines, Inc.	Delaware corporation
Koch Pipeline Company, L.P.	Delaware limited partnership

2. Surviving Entity. The name of the surviving entity is Koch Pipeline Company, L.P.

3. An Agreement of Merger setting out the terms of the merger has been approved by the board of directors and the sole shareholder of Koch Pipelines, Inc. and by all of the partners of Koch Pipeline Company, L.P. and has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with subsection 263(c) of the Delaware General Corporation Law. An executed copy of the Agreement of Merger is on file at the principal place of business of the surviving entity, Koch Pipeline Company, L.P. at 4111 East 37th Street North, Wichita, Kansas 67220. A copy of the Agreement of Merger will be furnished to any stockholder or partner of the constituent entities, without cost, upon request to Koch Pipeline Company, L.P. at the address indicated above.

KOCH PIPELINE COMPANY, L.P., a
Delaware limited partnership

By: KPL/GP, INC., its general partner

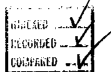
By: 
Name: B. R. Caffey

Title: President

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FILE NO. 801 FILED FOR RECORD THIS 8 DAY OF NOVEMBER 2002 AT 11:16 O'CLOCK A.M. BOOK 39 PAGE 161 STATE OF IOWA, MONONA COUNTY:
RECORDING FEE \$ 161 By Tena L. Hinkel RECORDER Deputy

Prepared by:
Koch Pipeline Company, L.P.
4111 E. 37th Street North
Wichita, Kansas 67220
(316) 828-5500



FILE NO. 801
BOOK 39 PAGE 161
DATE 11-8-02 TIME 11:16 a.m.
TENA L. HINKEL # 161
RECORDER
MONONA CO., IOWA

Address Tax Statement to:
Kaneb Pipe Line Operating Partnership, L.P.
7340 W. 21st Street North
Wichita, Kansas 67205

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment") is dated effective for all purposes as of the 31st day of October, 2002, and made and entered into by and between **KOCH PIPELINE COMPANY, L.P.**, a Delaware limited partnership, ("Assignor"), having a mailing address of 4111 E. 37th Street North, Wichita, Kansas 67220, and **KANEB PIPE LINE OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership ("Assignee"), having a mailing address of 7340 W. 21st Street North, Suite 200, Wichita, Kansas 67205.

RECITALS

Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated September 17, 2002 (the "Purchase and Sale Agreement"), pursuant to which Assignor agreed to sell, assign, convey, and transfer to Assignee, and Assignee agreed to purchase from Assignor, all right, title and interest in and to the properties and assets described below.

As contemplated by the Purchase and Sale Agreement, Assignor and Assignee desire to enter into this Assignment for the purpose of effecting the transfer, conveyance, and assignment by Assignor to Assignee of the Subject Assets.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the amounts paid by Assignee to Assignor under the Purchase and Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby sell, transfer, bargain, convey, and assign to Assignee all right, title and interest, and Assignee does hereby accept and assume for all purposes as of the Effective Time, all right, title and interest in the following assets (collectively, the "Subject Assets"):

- (a) Leasehold Interests. All right, title and interest of the lessee in and to leases of real property upon which the Assets are situated and the rights associated therewith relating to ongoing use, operation and maintenance of the Assets (as defined in the Purchase and Sale Agreement) (the "Leasehold Interests"), all of which are more particularly described in Exhibit C to the Purchase and Sale Agreement;

When Recorded, Return to:

Monona County, Iowa

Kaneb Pipe Line Operating Partnership, L.P.
7340 W. 21st Street North, Suite 200
Wichita, Kansas 67205
Attention: President

(b) Property Rights. To the extent not listed as a Permit under Exhibit E to the Purchase and Sale Agreement, all right, title and interest of the beneficiary or right holder in and to those certain easements, rights-of-way, servitudes, permits and/or licenses, railroad crossing rights, and other rights to use of the surface and subsurface and related instruments which are held for use in connection with the ownership, use, operation or maintenance of the Assets (as defined in the Purchase and Sale Agreement), including those items listed in Exhibit D to the Purchase and Sale Agreement, and which excludes the Real Property, the Permits and the Leasehold Interests (the "**Property Rights**");

(c) Permits. All right, title and interest of the beneficiary or permit holder in and to any environmental, operational and other governmental permits, licenses, Orders, warranties and related instruments or rights relating to the ownership or operation of the Assets (as defined in the Purchase and Sale Agreement), all of which are listed in Exhibit E to the Purchase and Sale Agreement ("**Permits**"), but only to the extent legally assignable or transferable and excluding the Property Rights listed in Exhibit D to the Purchase and Sale Agreement;

(d) Contracts. Subject to the provisions of Section 14.11 to the Purchase and Sale Agreement, all of Seller's right, title and interest in and to any and all contracts, warranties and other agreements relating exclusively to or which are reasonably necessary for the use of the Assets (as defined in the Purchase and Sale Agreement) ("**Contracts**"), including the Contracts listed in Exhibit F to the Purchase and Sale Agreement; and

(e) Intellectual Property. All intellectual property interests identified on Exhibit G to the Purchase and Sale Agreement, including all Liabilities/Claims against other Persons for infringement and other proprietary rights associated therewith (the "**Intellectual Property**");

SAVE AND EXCEPT (a) any cash and cash equivalents of Assignor; (b) any logos, emblems, signs, trademarks, trade names, or service marks that are the property of Assignor or its Affiliates; provided, however, that signs for location, warning, notice, or as required by law shall remain in place and will be modified or replaced by Assignee to remove Assignor's name, logo, or other identifying marks as provided in Section 8.04 of the Purchase and Sale Agreement; (c) all items of personal property owned or leased generally by Assignor currently located at Assignor's Wichita, Kansas facility or office, including vehicles, office equipment, furniture, computers, copiers, and fax machines; (d) all ammonia terminals, truck loading and storage facilities located at, on or adjacent to the Facilities (as defined in the Purchase and Sale Agreement) unless specifically listed on Exhibit A to the Purchase and Sale Agreement; (e) all items of personal property (including vehicles, office equipment, furniture, computers, copiers, and fax machines) located at or adjacent to the Facilities (as defined in the Purchase and Sale Agreement) to the extent listed on Exhibit M to the Purchase and Sale Agreement; (f) any software programs and licenses for software which are confidential or proprietary to Assignor or its Affiliates, or cannot be transferred without payment of a fee to another Person, owner, or vendor; provided, however, that Assignor shall use good faith efforts to assist Assignee in arranging for a copy of such software that is not transferable without payment of a fee or other right to use such software, provided Assignee pays any fee charged or assessed by the vendor or owner thereof (or other Persons holding the right to license the use of such software); and provided further, that Assignee shall have access to all data which is not confidential or proprietary on Assignor's or its operator's systems relating to the Assets for conversion to or storage on Assignee's systems; and (g) any personal property, software, computers, servers,

peripheral computer hardware and communication devices used in, or in connection with, Assignor's pipeline control center used to remotely monitor and control the anhydrous ammonia pipeline systems transferred pursuant to the Purchase and Sale Agreement and to ensure the integrity thereof.

Assignor and Assignee agree to execute, acknowledge, and deliver to each other such additional instruments, notices, and documents, and to do all such other and further acts and things, as may be reasonably necessary or useful to more fully and effectively evidence and effect the conveyance, assignment, and transfer and delivery by Assignor to Assignee of the Assets conveyed hereunder or intended to be so conveyed.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Kansas without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Subject Assets are located, shall apply. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Separate assignments of certain parts of the Subject Assets may be executed on officially approved forms by each Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. In addition, to facilitate recording or filing of this Assignment in the appropriate real property records, the counterpart to be recorded in a specific county may contain only those portions of the exhibits that describe real property located in such county. Any such separate assignments or counterpart shall be deemed to contain all of the exceptions, reservations, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment or counterpart. The interests conveyed by such separate assignments or counterpart are the same, and not in addition to, the Subject Assets conveyed herein.

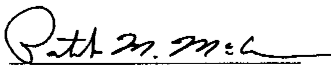
Defined terms used herein and not defined herein shall have the meanings given to them in the Purchase and Sale Agreement.

EXECUTED effective for all purposes as of the day and year first above written.

ASSIGNOR

Koch Pipeline Company, L.P.


By: Koch Pipeline Company, LLC
Its General Partner

By: 
Patrick M. McCann
President

ASSIGNEE

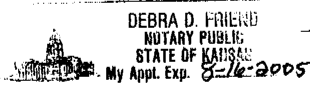
**Kaneb Pipe Line Operating
Partnership, L.P.**

By: Kaneb Pipe Line Company, LLC
Its General Partner

By: 
Jimmy L. Harrison
President

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

On this 31st day of October, 2002, before me, a Notary Public in and for said county and state, personally appeared Patrick M. McCann, to me personally known, who being by me duly sworn did say that he is the President of Koch Pipeline Company, LLC, the general partner of Koch Pipeline Company, L.P., a Delaware limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the limited partnership by authority of the general partner; and the general partner acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership, by it and by the general partner voluntarily executed.

(Notarial Seal)  Debra D. Friend
Debra D. Friend, Notary Public

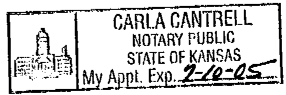
My commission expires:
8-16-2005

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

On this 31st day of October, 2002, before me, a Notary Public in and for said county and state, personally appeared Jimmy L. Harrison, to me personally known, who being by me duly sworn, did say that he is the President of Kaneb Pipe Line Company, LLC, the general partner of Kaneb Pipe Line Operating Partnership, L.P., a Delaware limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the limited partnership by authority of the general partner; and the general partner acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership, by it and by the general partner voluntarily executed.

(Notarial Seal)  Carla Cantrell
Notary Public

My commission expires:
7-10-05

 CARLA CANTRELL
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 7-10-05

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PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg
R/W 08/13/1968 40-210-075	Jennie M. Cresswell Leithem Cresswell	Gulf Central Pipeline Company	17	082 N	045 W E/2 W/2	Z/13
R/W 08/09/1968 40-210-076	Joseph Anthony Mollie, Jr. Marjorie Mollie	Gulf Central Pipeline Company	20	082 N	045 W N/2 NW/4 & SE/4 NW/4	Z/16
R/W 10/22/1969 40-210-077	Beniah W. Mollie Phyllis S. Mollie	Gulf Central Pipeline Company	20	082 N	045 W SW/4 NW/4 Supercedes Easement dtd 3/29/69 Ref: Z/112	1/39
R/W 08/12/1968 40-210-078	Ollie D. Allison	Gulf Central Pipeline Company	20	082 N	045 W N/2 SW/4	Z/43
R/W 05/15/1969 40-210-079	Henry J. Torticilli, a/k/a Harry Torticill	Gulf Central Pipeline Company	20	082 N	045 W S/2 SW/4	Z/155
R/W 04/12/1969 40-210-080	Jennie M. Cresswell Leithem M. Cresswell	Gulf Central Pipeline Company	29	082 N	045 W NW/4	Z/122
R/W 07/03/1969 40-210-081	Richard Ray Dague Alice J. Dague	Gulf Central Pipeline Company	30	082 N	045 W S/2 NE/4 & SE/4 NW/4	Z/266
R/W 11/12/1969 40-210-082	Margaret Mary Spets Floyd Spets	Gulf Central Pipeline Company	30	082 N	045 W E/2 SE/4	1/63

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PROPERTY RIGHTS
 MONONA, IOWA
 MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	Bk/Pg
R/W 11/04/1969 40-210-083	Teresa Bruen Naughtin Thomas Joseph Naughtin, a/k/a Thomas J. Naughtin	Gulf Central Pipeline Company	30	082 N	045 W E/2 SE/4	1/58
R/W 10/27/1969 40-210-084	Lawrence R. O'Connor Wilma O'Connor	Gulf Central Pipeline Company	30	082 N	045 W E/2 SE/4	1/57
R/W 09/01/1969 40-210-085	Stephen J. Marley Bertha Audry Marley Joseph H. Smith Monica M. Smith, et al	Gulf Central Pipeline Company	31	082 N	045 W E/2 NE/4 & NE/4 SE/4 & W/2 SE/4 & NW/4 SW/4 & E/2 SW/4	1/6
R/W 09/27/1969 40-210-086	Catherine M. Quinlan Vincent Paul Quinlan	Gulf Central Pipeline Company	31	082 N	045 W E/2 NE/4 & NE/4 SE/4 & W/2 SE/4 & NW/4 SW/4 & E/2 SW/4	1/29
R/W 09/26/1969 40-210-087	Agnes H. Cratford David G. Cratford	Gulf Central Pipeline Company	31	082 N	045 W E/2 NE/4 & NE/4 SE/4 & W/2 SE/4 & NW/4 SW/4 & E/2 SW/4	1/9

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MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg	
			32	082 N	045 W	W/2 NW/4	
R/W 09/25/1969 40-210-088	Jerry J. Matley Margaret Matley	Gulf Central Pipeline Company	31	082 N	045 W	E/2 NE/4 & NE/4 SE/4 & W/2 SE/4 & NW/4 SW/4 & E/2 SW/4	1/7
R/W 09/22/1969 40-210-089	Jean L. Pannuto Bruno Pannuto	Gulf Central Pipeline Company	31	082 N	045 W	E/2 NE/4 & NE/4 SE/4 & W/2 SE/4 & NW/4 SW/4 & E/2 SW/4	1/8
R/W 09/11/1969 40-210-090	Jack I. Lindley Lucille Lindley	Gulf Central Pipeline Company	31	082 N	045 W	SW/4 NE/4 & S/2 NW/4	Z/52
R/W 10/14/1968 40-210-068	Harry E. Wimer	Gulf Central Pipeline Company	04	082 N	045 W	NW/4	Z/66

PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	BK/Pg
R/W 08/19/1968 40-210-069	Robert L. Corntort Frances Corntort	Gulf Central Pipeline Company	04	082 N	045 W NW/4 SW/4	Z/73
R/W 05/07/1969 40-210-070	Clayton P. Moats	Gulf Central Pipeline Company	04	082 N	045 W SW/4 SW/4	Z/146
R/W 09/18/1969 40-210-071	Leo J. Nugent	Gulf Central Pipeline Company	05	082 N	045 W E/2 SE/4	Z/260
R/W 05/03/1969 40-210-072	Harry Nielsen Irene Nielsen	Gulf Central Pipeline Company	08	082 N	045 W N/2 NE/4	Z/143
R/W 10/04/1969 40-210-073	Virginia Rose Mann, a/k/a Virginia M. Gladney Charles E. Gladney	Gulf Central Pipeline Company	08	082 N	045 W E/2 W/2	1/16
R/W Amend. 10/06/1977 40-210-074	Virginia Rose Mann, a/k/a Virginia M. Gladney Charles E. Gladney	Gulf Central Pipeline Company	08	082 N	045 W E/2 W/2 Amending easement dtd 10/4/69 Ref: 1/16	10/61
Permit 07/24/1969 40-210-095	Iowa State Highway Commission	Gulf Central Pipeline Company	08	082 N	045 W Interstate Highway #29 crossing @ Sta. 2675 + 10 S. of Sec. Line 8 & 5.6.0 miles S. from Onawa	#67-49

PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg
R/W 05/13/1969 40-210-048	Jeanette Ryan John M. Ryan	Gulf Central Pipeline Company	10	083 N	045 W SE/4	Z/156
R/W 05/13/1969 40-210-049	Earl Jensen Beverly Jensen	Gulf Central Pipeline Company	10	083 N	045 W SE/4	Z/158
R/W 05/13/1969 40-210-050	Emmett S. Wilson	Gulf Central Pipeline Company	10	083 N	045 W SE/4	Z/157
R/W 05/13/1969 40-210-051	Hazel M. Boucher William F. Boucher	Gulf Central Pipeline Company	10	083 N	045 W SE/4	Z/159
R/W 06/25/1969 40-210-052	Fern Jensen	Gulf Central Pipeline Company	10	083 N	045 W SE/4	Z/234
R/W 08/22/1969 40-210-053	Russell Jensen Phoebbe Jensen	Gulf Central Pipeline Company	10	083 N	045 W SE/4	Z/251
Permit 09/17/1969 40-210-058	Chicago And North Western Railway Company	Gulf Central Pipeline Company	11	083 N	045 W Located at Station 983+83, 2.2 miles E. of Onawa, IA.	94405
R/W 10/16/1968 40-210-054	Donald Charles Bedford Amy Bedford	Gulf Central Pipeline Company	15	083 N	045 W N/2 NE/4 & SE/4 NE/4	Z/19

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MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg
R/W 04/21/1969 40-210-055	Charles W. Carrier Martha L. Carrier	Gulf Central Pipeline Company	15	083 N	045 W SW/4 NE/4 & NW/4 SE/4	Z131
R/W 04/04/1969 40-210-056	Charles Reeder Lillie Mae Reeder	Gulf Central Pipeline Company	15	083 N	045 W SE/4 NW/4 & NE/4 SW/4	Z116
R/W 10/18/1968 40-210-057	Frank W. Dehn Margaret Dehn	Gulf Central Pipeline Company	15	083 N	045 W SE/4 SW/4 & SW/4 SE/4	Z71
R/W 05/09/1969 40-210-058	William J. Otto Dorothy Otto	Gulf Central Pipeline Company	15	083 N	045 W SE/4 SW/4 & SW/4 SE/4	Z148
Permit 11/12/1974 40-210-101	Board of Supervisors of Monona County, Iowa	Gulf Central Pipeline Company	15	083 N	045 W Crossing of the #21, McNeill Drainage District, or Ditch	No Data
			26	084 N	045 W Crossing of the #9, Hacker Drainage District, or Ditch	

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PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	Bk/Pg
			02	083 N 045 W	Crossing of the #33, Albright Drainage District, or Ditch	
			35	084 N 045 W	Crossing of the #33, Albright Drainage District, or Ditch	
			10	083 N 045 W	Crossing of the #36, Oliver Lake Lateral #1 Drainage District, or Ditch	
			11	083 N 045 W	Crossing of the #36, Oliver Lake Lateral #1 Drainage District, or Ditch	
			21	085 N 044 W	Crossing of the #25, McMaster Drainage District, or Ditch	
			15	085 N 044 W	Crossing of the #26, Barber Creek Drainage District, or Ditch	
			01	085 N 044 W	Crossing of the #38, Poverty Hollow Drainage District, or Ditch	
			33	083 N 045 W	Crossing of the #21, 2X-Crossing McNeill	

R/W
10/10/1968
40-210-046

Darlene Lauritson
Byron Lauritson

Gulf Central Pipeline Company

02 083 N 045 W

NW/4 &
N/2 SW/4, N. of road

Z/18

PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	Bk/Pg
R/W 10/16/1968 40-210-047	R. Chester Graff Ida C. Graff	Gulf Central Pipeline Company	02	083 N 045 W	SW/4 SW/4 & NW/4 SW/4, S. of road	Z/20
			11	083 N 045 W	NW/4 & NW/4 SW/4	
Permit 03/20/1969 40-210-094	Iowa State Highway Commission	Gulf Central Pipeline Company	02	083 N 045 W	Iowa State Highway #175 crossing @ Sta. 94 + 14 1,257' E. of Centerline of gravel road & Sec. Line 2 & 3, .2 miles E. of Onawa	#67-44
R/W 10/18/1968 40-210-059	Joseph Yanak Hazel Yanak	Gulf Central Pipeline Company	21	083 N 045 W	S/2 NE/4	Z/62
			22	083 N 045 W	SW/4 NW/4	
R/W 08/20/1968 40-210-060	Fred Yanak Paulene Yanak	Gulf Central Pipeline Company	22	083 N 045 W	W/2 SW/4	Z/63
R/W 04/15/1969 40-210-061	Lucille Hart Dennis R. Hart, Executor of the Estate of Laurence H. Hart	Gulf Central Pipeline Company	27	083 N 045 W	W/2 NW/4	Z/125
R/W 10/28/1977 40-210-062	Vernon Rock, Conservator for Lucille R. Hart	Gulf Central Pipeline Company	27	083 N 045 W	W/2 NW/4 To correct easement did 4/15/69 Ref. Z/125	10/80

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MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg
R/W 08/29/1968 40-210-063	Leonard Miller, Jr. Buelah Miller	Gulf Central Pipeline Company	28	083 N	045 W S/2 NE/4	Z/64
R/W 01/10/1969 40-210-064	Albert W. Otto Estate, by Fred Otto, Sr. & Helen Bentley, Executors	Gulf Central Pipeline Company	28	083 N	045 W SE/4	Z/69
R/W 11/27/1968 40-210-065	Fred Otto Sr.	Gulf Central Pipeline Company	33	083 N	045 W NE/4	Z/70
R/W 04/25/1969 40-210-066	Josephine Alexander James Dales Alexander	Gulf Central Pipeline Company	33	083 N	045 W E/2 NW/4	Z/30
R/W 08/27/1968 40-210-067	Doris Johnston Phillip Johnston	Gulf Central Pipeline Company	33	083 N	045 W E/2 SW/4	Z/65
Permit 09/18/1969 40-210-097	Chicago And North Western Railway Company	Gulf Central Pipeline Company	33	083 N	045 W Station 4689+33, at or near Blencoe, IA.	94386
R/W 09/09/1969 40-210-019	Richard Delashmutt Naomi Delashmutt Betty Jean Lefkoe Janeth Delashmutt, et al	Gulf Central Pipeline Company	05	084 N	044 W W/2, lying E. of the center of the right-of-way of Little Sioux River as said river now runs through the cut-off or straightened channel thereof	Z/242

PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg	
R/W 08/19/1969 40-210-020	Everett Delashmutt Sarah M. Delashmutt	Gulf Central Pipeline Company	05	084 N	044 W	W/2, lying E. of the center of the right-of-way of Little Sioux River as said river now runs through the cut-off or straightened channel thereof	Z/244
R/W 08/26/1969 40-210-021	Ronald Delashmutt	Gulf Central Pipeline Company	05	084 N	044 W	W/2, lying E. of the center of the right-of-way of Little Sioux River as said river now runs through the cut-off or straightened channel thereof	Z/243
R/W 09/16/1969 40-210-022	Augustus Hanson Carl Hanson Lois Hanson Above All Operating as and a/k/a the Hanson Brothers, etal	Gulf Central Pipeline Company	05	084 N	044 W	That part of the W/2 NW/4 & NW/4 SW/4, lying W. of the Little Sioux River SE/4 NE/4 & NE/4 SE/4	Z/259
Permit 08/15/1969 40-210-103	Nagel Drainage District, Board Of Trustees	Gulf Central Pipeline Company	05	084 N	044 W	Crossing of the Little Sioux River of the Nagel Drainage District	No Data
R/W 01/10/1969 40-210-023	Elwood H. Nagel Myrna M. Nagel	Gulf Central Pipeline Company	06	084 N	044 W	N/2 NE/4	Z/42

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PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	Blk/Pg
R/W 05/07/1969 40-210-024	Patricia Janes	Gulf Central Pipeline Company	06	084 N	044 W NW/4 SE/4 & SW/4 SE/4 & SE/4 SW/4	Z/173
Ratiff 09/02/1969 40-210-025	Patricia Janes	Gulf Central Pipeline Company	06	084 N	044 W NW/4 SE/4 & SW/4 SE/4 & SE/4 SW/4	No Data
			07	084 N	044 W NW/4 NE/4 & NE/4 NW/4 (ref. Z/173)	
R/W Appurt. 12/04/1969 40-210-026	Patricia Janes	Gulf Central Pipeline Company	06	084 N	044 W W/2 SE/4 (Gate Valve) Ref: Z/173	2/116
R/W 09/04/1969 40-210-027	Harry Nielsen Irene Nielsen Linda Nielsen Jacqueline Nielsen, et al	Gulf Central Pipeline Company	07	084 N	044 W W/2 NW/4	Z/257 Re-recorded 5/196
Permit 12/05/1969 40-210-102	Kennebec Drainage District Of Monona County, Iowa	Gulf Central Pipeline Company	07	084 N	044 W Crossing is 2,400' S. of the NW/C. of the Kennebec Drainage District	No Data
			12	084 N	044 W Crossing is 2,400' S. of the NW/C. of the Kennebec Drainage District	

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MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date	Grantor	Grantee	Sec Twp	Ring	Description	Bk/Pg
09/09/1969 40-210-028	Leonard Heine Mary A. Heine	Gulf Central Pipeline Company	12	084 N 045 W	SE/4 NE/4	Z/255
08/25/1969 40-210-029	Leonard Heine Mary A. Heine	Gulf Central Pipeline Company	12	084 N 045 W	E/2 SE/4	Z/256
02/04/1971 40-210-030	Leonard Heine Mary A. Heine	Gulf Central Pipeline Company	12	084 N 045 W	E/2 SE/4 (For Catholic Protection Easement)	Z/130
10/08/1969 40-210-031	Everett Oliver Lucille Oliver	Gulf Central Pipeline Company	13	084 N 045 W	All	1/44
10/17/1977 40-210-032	Lucille Oliver, Executor Lucille Oliver Charles Oliver Laura Oliver, et al	Gulf Central Pipeline Company	13	084 N 045 W	All (Amending Easement dtd 10/8/69 Ref. 1/44)	10/78
03/03/1969 40-210-091	Iowa Natural Resources Council - State of Iowa	Gulf Central Pipeline Company	13	084 N 045 W	Diversion Ditch in NE/4	Order No. 69-52

24 084 N 045 W Crossing is 1,510' S. of the N. line of Section 24 and near the E. right of way line of the Monona-Harrison Drainage District Ditch

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MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg	
			05	084 N	044 W	Little Sioux River in NW/4	
			25	084 N	045 W	Monona-Harrison Ditch in NW/4	
Permit 11/05/1969 40-210-105	Little Sioux Intercountry Drainage District Of Monona And Harrison Counties, Iowa	Gulf Central Pipeline Company	13	084 N	045 W	Crossing of the channel of the District's drainage system, known as the "Diverson Ditch"	No Data
R/W 10/17/1969 40-210-033	Alice Mahloch Hugo Mahloch Helen Mahloch Harvey Mahloch	Gulf Central Pipeline Company	24	084 N	045 W	W/2 NW/4	1/37
R/W 10/08/1969 40-210-035	Everett Oliver Lucille Oliver	Gulf Central Pipeline Company	24	084 N	045 W	S/2, containing 320 acres, m.o.l.	1/45
R/W 10/08/1969 40-210-034	Everett Oliver Lucille Oliver	Gulf Central Pipeline Company	25	084 N	045 W	N/2	1/66
R/W Amend. 10/17/1977 40-210-036	Lucille Oliver, Executor Lucille Oliver	Gulf Central Pipeline Company	25	084 N	045 W	N/2	10/79

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MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec	Twp	Rng	Description	Bk/Pg
			24	084 N	045 W	S/2, containing 320 acres, m.o.l.	
						Amending Easements in total dtd 10/8/1969 Ref. 1/45 and 1/66	
R/W 08/20/1969 40-210-039	Virginia Seybold Bilek Arthur J. Bilek	Gulf Central Pipeline Company	25	084 N	045 W	SW/4	Z/235
Permit 11/04/1969 40-210-104	Monona Harrison Drainage District Of Monona And Harrison Counties, Iowa	Gulf Central Pipeline Company	25	084 N	045 W	Crossing of the Monona-Harrison Drainage District's ditch, Monona County, Iowa	No Data
R/W 08/27/1969 40-210-037	H. Josephine Colby Roan George G. Roan	Gulf Central Pipeline Company	26	084 N	045 W	Part NE/4, containing 151.63 acres, m.o.l.	Z/263
R/W 09/15/1969 40-210-038	Kathryn B. Nyren, Conservator H. Josephine Roan, Conservator	Gulf Central Pipeline Company	26	084 N	045 W	Part NE/4, containing 151.63 acres, m.o.l.	Z/264
R/W Appurt. 12/02/1969 40-210-040	Virginia Seybold Bilek Arthur J. Bilek	Gulf Central Pipeline Company	26	084 N	045 W	E/2 SE/4 (For Gate Valve)	Z/117

PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	BK/Pg
R/W 08/30/1968 40-210-041	Olive Grant	Gulf Central Pipeline Company	35	084 N	045 W SE/4	Z/139
R/W 05/20/1969 40-210-042	Edmund L. Holbrook Dorothy Holbrook	Gulf Central Pipeline Company	35	084 N	045 W SE/4	Z/169
R/W 05/15/1969 40-210-043	William H. Congdon Rosemary Congdon	Gulf Central Pipeline Company	35	084 N	045 W SE/4	Z/154
R/W 04/29/1969 40-210-044	Maxine Hildebrand Howard Hildebrand	Gulf Central Pipeline Company	35	084 N	045 W SE/4	Z/138
R/W 10/29/1969 40-210-045	Fred M. Marquis, M. D. Elizabeth C. Marquis	Gulf Central Pipeline Company	35	084 N	045 W All that part of SW/4 & all that part of the SE/4 NW/4 lying S. of the Perry Grade	1/64
R/W 05/08/1969 40-210-106	William L. Gustin Myrtle May Gustin	Gulf Central Pipeline Company	35	084 N	045 W NE/4 & that part of NW/4 & N/2 SW/4 N. of Perry Grade.	Z/160
R/W 10/10/1969 40-210-001	John Maynard Estate, by Leslie Maynard, Executor	Gulf Central Pipeline Company	01	085 N	044 W N/2 NE/4 & N/2 NW/4	1/26

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MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	Bk/Pg
RMW 10/01/1969 40-210-002	Louis Gallup Leslie Maynard Helen Maynard	Gulf Central Pipeline Company	01	085 N 044 W	S/2 NW/4 & SW/4 NE/4 & N/2 SE/4	1/38
RMW 10/14/1969 40-210-004	Lloyd Johnston Carrie Johnston	Gulf Central Pipeline Company	01	085 N 044 W	NW/4 SW/4	1/32
Permit 07/24/1969 40-210-099	Iowa Commerce Commission	Gulf Central Pipeline Company	01	085 N 044 W	Main Line across Sec.	#820 Doc. P-693
			02	085 N 044 W	Main Line across Sec.	
			11	085 N 044 W	Main Line across Sec.	
			10	085 N 044 W	Main Line across Sec.	
			15	085 N 044 W	Main Line across Sec.	
			22	085 N 044 W	Main Line across Sec.	
			21	085 N 044 W	Main Line across Sec.	

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Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg
			28	085 N 044 W	Main Line across Sec.	
			29	085 N 044 W	Main Line across Sec.	
			32	085 N 044 W	Main Line across Sec.	
			05	084 N 044 W	Main Line across Sec.	
			06	084 N 044 W	Main Line across Sec.	
			07	084 N 044 W	Main Line across Sec.	
			13	084 N 045 W	Main Line across Sec.	
			24	084 N 045 W	Main Line across Sec.	
			25	084 N 045 W	Main Line across Sec.	
			26	084 N 045 W	Main Line across Sec.	

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Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg
35			084 N	045 W	Main Line across Sec.	
02			083 N	045 W	Main Line across Sec.	
11			083 N	045 W	Main Line across Sec.	
10			083 N	045 W	Main Line across Sec.	
15			083 N	045 W	Main Line across Sec.	
22			083 N	045 W	Main Line across Sec.	
27			083 N	045 W	Main Line across Sec.	
28			083 N	045 W	Main Line across Sec.	
33			083 N	045 W	Main Line across Sec.	
04			082 N	045 W	Main Line across Sec.	

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Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	BK/Pg
			08	082 N	045 W Main Line across Sec.	
			17	082 N	045 W Main Line across Sec.	
			20	082 N	045 W Main Line across Sec.	
			29	082 N	045 W Main Line across Sec.	
			31	082 N	045 W Main Line across Sec.	
R/W 03/11/1969 40-210-009	Franz Cleveland Mildred Cleveland James L. Cleveland Vera Cleveland, et al	Gulf Central Pipeline Company	10	085 N	044 W S/2 SE/4	Z/110
			15	085 N	044 W N/2 NE/4 & NW/4	
Raft 09/12/1969 40-210-010	Franz Cleveland Mildred Cleveland James L. Cleveland Vera Cleveland, et al	Gulf Central Pipeline Company	10	085 N	044 W S/2 SE/4 Ref. Z/110	No Data
			15	085 N	044 W N/2 NE/4 & NW/4	

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Inst Date ID#	Grantor	Grantee	Sec Twp	Ring	Description	BK/Pg
R/W 10/15/1969 40-210-005	Harold G. Gramm Edith Gramm	Gulf Central Pipeline Company	11	085 N	044 W SW/4 NE/4	1/48
R/W Amend. 02/20/1979 40-210-006	Harold G. Gramm Edith Gramm	Gulf Central Pipeline Company	11	085 N	044 W SW/4 NE/4 (Amending 1/48)	11/243
R/W 07/31/1969 40-210-007	Hall and Hall Farms, Inc.	Gulf Central Pipeline Company	11	085 N	044 W S/2, except 1 acre NE/C of SE/4	Z/218
R/W 09/13/1969 40-210-008	Hall and Hall Farms, Inc.	Gulf Central Pipeline Company	11	085 N	044 W S/2, except 1 acre NE/C of SE/4	No Data
Permit 04/07/1969 40-210-100	Monona County, Board of Supervisors	Gulf Central Pipeline Company	11	085 N	044 W C W/2 E/2	No Data
			16	085 N	044 W SW/4 SE/4	

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MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg
21			085 N	044 W	Crossing on section line between Sections 21 & 28	
28			085 N	044 W	Crossing on section line between Sections 21 & 28	
06			084 N	044 W	SE/4	
12			084 N	045 W	Crossing on section line between Sections 12 & 13	
13			084 N	045 W	Crossing on section line between Sections 12 & 13	
25			084 N	045 W	NW/4	
26			084 N	045 W	Crossing on section line between Sections 26 & 35	
35			084 N	045 W	Crossing on section line between Sections 26 & 35, also the C NE/4 of Section 35	
02			083 N	045 W	Crossing on section line between Sections 2 & 11	

PROPERTY RIGHTS

MONONA, IOWA
 MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg
11			083 N	045 W	Crossing on section line between Sections 2 & 11 and between Sections 10 & 11	
10			083 N	045 W	Crossing on section line between Sections 10 & 11	
15			083 N	045 W	Crossing on section line between Sections 10 & 15, also the SW/4 of Section 15	
22			083 N	045 W	NW/4 SW/4	
27			083 N	045 W	Crossing on section line between Sections 27 & 28	
28			083 N	045 W	Crossing on section line between Sections 27 & 28 and between Sections 28 & 33	
33			083 N	045 W	Crossing on section line between Sections 33 & 28, also the C S/2 N/2 and between Sections 33 & 4-T82N-R45W	

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PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	Bk/Pg
			04	082 N 045 W	Crossing on section line between Sections 4- TR2N-R45W & 33-T83N-R45W and between Sections 4 & 5	
			05	082 N 045 W	Crossing on section line between Sections 4 & 5 and between Sections 5 & 8	
			08	082 N 045 W	Crossing on section line between Sections 4 & 8, also the C N/2 N/2 of Section 8, also the C of Section 8	
			17	082 N 045 W	C	
			20	082 N 045 W	C NW/4	
			30	082 N 045 W	C E/2 E/2	
			31	082 N 045 W	C S/2 NE/4	
RW 09/03/1969 40-210-011	Vinton L. Woodward	Gulf Central Pipeline Company	15	085 N 044 W	NW/4 SW/4, being 40 acres, m.o.i.	Z/265

PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date	Grantor	Grantee	Sec Twp	Ring	Description	BK/Pg	
R/W 10/07/1969 40-210-012	Mark T. Woodward Jean E. Woodward	Gulf Central Pipeline Company	16	085 N	044 W	All that part of the SE/4 NE/4 & SE/4 & SE/4 SW/4 that lies S. and E. of the Young-Aldrich Drainage ditch, also known as the Little Sioux County Ditch	1/43
R/W 09/04/1969 40-210-013	Gail Woodward Blakely a/k/a Gail Blakely	Gulf Central Pipeline Company	16	085 N	044 W	All that part of the SE/4 NE/4 & SE/4 & SE/4 SW/4 that lies S. and E. of the Young-Aldrich Drainage ditch, also known as the Little Sioux County Ditch	Z/262
R/W 08/26/1968 40-210-003	Lloyd Johnston Carrie Johnston	Gulf Central Pipeline Company	02	085 N	044 W	NE/4 & N/2 SE/4 & SE/4 SE/4	Z/241
R/W 09/10/1969 40-210-015	Robert P. Meyers Nancy S. Meyers	Gulf Central Pipeline Company	21	085 N	044 W	SE/4 & SW/4, lying S. of Walnut or McMaster's creek and E. of the Young-Aldrich ditch & E/2 NW/4, lying E. of right-of-way of present channel of Little Sioux River containing .29 acres in NE/4 NW/4 &	Z/258

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PROPERTY RIGHTS
MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec	Twp	Rng	Description	Bk/Pg
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R/W 09/16/1969 40-210-014	Maude M. Meyers Robert P. Meyers, Attorney-in- fact for Maude M. Meyers	Gulf Central Pipeline Company	22	085 N	044 W	S/2 NW/4 & N/2 SW/4, lying N. of Walnut Creek or McMaster's Creek, including the former right- of-way of the Illinois Central RR	1/5
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17.43 acres in SE/4 NW/4

21	085 N	044 W	NE/4 & SE/4, lying N. of Walnut or McMasters Creek, & SW/4, lying E. of the Young-Aldrich Drainage ditch and N. of Walnut or McMasters Creek
10	085 N	044 W	16 acres m.o.l. in the SE/4 SE/4, lying E. of the road

R/W 09/03/1969 40-210-016	Paul A. Nagel Verna V. Nagel	Gulf Central Pipeline Company	28	085 N	044 W	SW/4 NE/4 & NW/4	Z/250
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29 085 N 044 W That part of the NE/4 &
N/2 SE/4 lying E. of
Young-Aldrich Drainage
Ditch
Supersedes Easement
dtd 7/31/68 Ref. Z/17

R/W 07/30/1969 40-210-017	Karl P. Nagel Evelyn Nagel	Gulf Central Pipeline Company	29	085 N	044 W	S/2 SE/4, except that part of the SW/4 SE/4 lying W. of cut-off "A"	Z/211 Re-recorded Z/220
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PROPERTY RIGHTS

MONONA, IOWA
MAINLINE - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg
			32	085 N	044 W	N/2 NE/4 Supersedes Easement dtd 7/23/68 Ref: Z/44
RAW 11/07/1968 40-210-018	Mervyn G. Holmquist Helen W. Holmquist Orville Chatt Eleanor Holmquist Chatt, et al	Gulf Central Pipeline Company	32	085 N	044 W	SE/4 & S/2 NE/4 & S/2 NW/4 & SW/4, E. of Little Sioux River
						Z/61

PROPERTY RIGHTS
 MONONA, IOWA
 SIOUX CITY LATERAL 3" - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg	
Permit 07/23/1969 40-210-096	Iowa State Commerce Commission	Gulf Central Pipeline Company	13	084 N	045 W	Lateral across Sec.	#823 Doc. P-696
			14	084 N	045 W	Lateral across Sec.	
			11	084 N	045 W	Lateral across Sec.	
			10	084 N	045 W	Lateral across Sec.	
			03	084 N	045 W	Lateral across Sec.	
			04	084 N	045 W	Lateral across Sec.	
			33	085 N	045 W	Lateral across Sec.	
			32	085 N	045 W	Lateral across Sec.	
			29	085 N	045 W	Lateral across Sec.	
			30	085 N	045 W	Lateral across Sec.	

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PROPERTY RIGHTS
MONONA, IOWA
SIOUX CITY LATERAL 3" - KOCH PIPELINE COMPANY, L.P. - AMMONIA SYSTEM

Inst Date ID#	Grantor	Grantee	Sec Twp	Rng	Description	BK/Pg
			19	085 N 045 W	Lateral across Sec.	
			24	085 N 046 W	Lateral across Sec.	
			13	085 N 046 W	Lateral across Sec.	
			12	085 N 046 W	Lateral across Sec.	
			11	085 N 046 W	Lateral across Sec.	
			02	085 N 046 W	Lateral across Sec.	

FILE NO. 04-1077
RECORDING FEE \$ 11.00

FILED FOR RECORD THIS 8th DAY OF June, 2004 AT 3:35 O'CLOCK P. M. BOOK 121 PAGE 128

STATE OF IOWA, MONONA COUNTY:
By Tena L. Hinkel RECORDER Deputy

FILED
This 8th day of June, 2004.
Ronald J. Davis Auditor
Bonnie K. Kuebel Dep. Auditor
Monona County, Iowa

INDEXED
RECORDED
COMPAKED

FILE NO. 04-1077
BOOK 121 PAGE 128
DATE 6-8-04 TIME 3:35 pm
TENA L. HINKEL
RECORDER
MONONA CO., IOWA

\$ 11.00 Rec fee
pa. t.

(Prepared by Gary G. Taylor, Attorney at Law, 1019 Ninth Street, Onawa, Iowa 51040-1611, 712-423-2714)

PERMANENT EASEMENT

NOW ALL MEN BY THESE PRESENTS: That the Ruby F. Marsh Estate, Lloyd R. Marsh, Executor; and Lloyd R. Marsh, a single person; and Ruth E. Overstreet, a single person; in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby dedicate, give, grant and convey unto Don G. Plambeck and Lavonne K. Plambeck, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, and unto their heirs, successors and assigns, the permanent right, privilege and easement to cross over the lands of the undersigned for the purpose of allowing an arc sweep of the end gun of a center-pivot irrigation system located on adjacent lands formerly owned by grantors, only if NOT discharging water onto grantor's property while passing over or near grantors' property, described as follows:

An easement over the east 20 feet of the following real estate:

That portion of the Northwest Quarter of Section 7, Township 84 North, Range 45 West of the Fifth Principal Meridian, Monona County, Iowa, described as That portion of the Northwest Quarter of Section 7, Township 84 North, Range follows: Beginning at a point 535 feet south of the Northwest Corner of said Section 7, thence east 334 feet, thence south 400 feet, thence west 334 feet, thence north 400 feet to the Point of Beginning, containing 3.06 acres, more or less.

This easement is a covenant running with the land and the title to the land and shall be for the benefit and use of the grantees and their heirs, successors and assigns.

Signed May 27, 2004.

Ruby F. Marsh Estate

By: Lloyd R. Marsh Exec.
Lloyd R. Marsh, Executor

Lloyd R. Marsh
Lloyd R. Marsh

Ruth E. Overstreet
Ruth E. Overstreet

STATE OF IOWA)
) ss.
COUNTY OF MONONA)

On May 27, 2004 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Lloyd R. Marsh, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that, as such fiduciary, same was executed as a voluntary act and deed.

Gary G. Taylor
IOWA NOTARIAL SEAL
Commission Number 403288
My commission expires February 22, 2006

Gary G. Taylor
Gary G. Taylor, Notary Public

STATE OF IOWA)
) ss.
COUNTY OF MONONA)

On May 27 2004, before me the undersigned, a Notary Public in and for said State personally appeared Lloyd R. Marsh, a single person; and Ruth E. Overstreet, a single person; to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that the same was executed as a voluntary act and deed.

Gary G. Taylor
IOWA NOTARIAL SEAL
Commission Number 403288
My commission expires February 22, 2006

Gary G. Taylor
Gary G. Taylor, Notary Public

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