

FILE No. 516 FILED FOR RECORD THIS 7 DAY OF April STATE OF IOWA, MONONA COUNTY:
 RECORDING ME 2:50 April 1919 AT 3:00 By Paul M. Hulstead, Recorder
 O'CLOCK P M. BOOK 2 PAGE 111 Deputy
 P. O. No. 64105 SL-22

RIGHT OF WAY AND EASEMENT GRANT

STATE OF IOWA

COUNTY OF Monona

KNOW ALL MEN BY THESE PRESENTS:

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 linear 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 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 21 day of March, 1968.

Witnesses:

[Signature]

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

