

RIGHT OF WAY AGREEMENT

GUST S LOFSHULT ET AL

TO

GREAT LAKES PIPE LINE COMPANY

STATE OF IOWA, Monona County, ss.

Filed for Record the 1st day of November

A. D. 1945, at 3:00 o'clock P.M.

Paul McFarland, Recorder.

No. 3391 By Glenna Brenden, Deputy.

Recording Fee, \$.50

For and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Gust S Lofshult & Anna D Lofshult, husband and wife

do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Monona and State of Iowa and described as follows: E 1/2 Sec 1 - Twn 85-Range 47W

The said grants theirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of One dollar per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive. Telephone & Telegraph lines if constructed above ground shall be located on the property line Dated this 17 day of October 1945 or fence line

ck #1251

Gust S. Lofshult (SEAL)

Anna D. Lofshult husband and wife (SEAL)

(SEAL)

(SEAL)

STATE OF Iowa } COUNTY OF Monona } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 18 day of October 1945, personally appeared Gust S. Lofshult and Anna D. Lofshult, husband & wife

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal. (Notarial Seal-Iowa)

C E Whiting

Notary Public.

My Commission expires July 4, 1948.

See deed see BK W Pg. 32