



Statewide Abstract and Title

THE TITLE RESOURCE NETWORK

3600 Army Post Road, Ste 300
Des Moines, IA 50321
(515)244-6119 Fax: (515)244-9337

REPORT OF LIENS (CURRENT OWNER WITH EASEMENTS)

Order No.: IA-2427842
Your File No.: NHSN-030-5(248)--2R-85

To: Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010-6993

Description:

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

Contiguous Parcel:

That part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad.

Property Address:

tbd, IA

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

1. Quit Claim Deed: Dorothy J. Heintz, Trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 to Dorothy J. Heintz, Sherri L. Smith, and Melvin M. Heintz, Trustees of the Max E. Heintz Family Trust. Filed September 28, 2016 at 12:39:26 PM, Instrument Number 2016-00009633.

Affidavit that No Inheritance Tax is Due executed by Dorothy J. Heintz to Whom It May Concern; said Affidavit being dated May 30, 2013, filed April 28, 2014, in the Instrument Number 2014-00003001.
2. Quit Claim Deed: Dorothy J. Heintz, a married person to Dorothy J. Heintz, Trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999. Filed September 16, 1999 at 3:05 PM, Instrument Number 99-12817.
3. Quit Claim Deed: Max E. Heintz, a married person to Max E. Heintz, Trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999. Filed September 16, 1999 at 3:01 PM, Instrument Number 99-12813.
4. Court Officer Deed: Lavon Tjelmeland, as Trustee, in the Matter of the Kenneth Johnson Family Trust, No. 21078-0589 to Max E. Heintz and Dorothy J. Heintz, husband and wife. Filed March 3, 1992 at 9:44 AM, Book 284 and Page 29.
5. Warranty Deed: Beulah Johnson, a single person to Max E. Heintz and Dorothy J. Heintz, husband and wife. Filed March 3, 1992 at 9:43 AM, Book 284 and Page 27.

Instruments and proceedings affecting title:

1. MORTGAGE - none found
2. Right of Way Agreement executed by and between W. C. Johnson and May Johnson, his wife and Great Lakes Pipe Line Company dated September 15, 1930 filed for record on December 1, 1930 Book 45 and Page 456
3. Right of Way Agreement executed by and between W. C. Johnson and May Johnson, his wife and Great Lakes Pipe Line Company dated May 27, 1937 filed for record on June 12, 1937 Book 53 and Page 147
4. Receipt for Additional Pipe Line and Amendment of Right of Way executed by and between Kenneth C. Johnson and Beulah Johnson and Great Lakes Pipe Line Company, a Delaware corporation dated November 9, 1949 filed for record on December 12, 1949 Book 68 and Page 366

5. Amendment of Right of Way Grant executed by and between Kenneth Converse Johnson, individually and as Attorney in fact for Beulah Johnson, his wife and Williams Pipe Line Company dated July 25, 1980 filed for record on August 4, 1980 Book 166 and Page 166
6. Land Lease and Wind Easement executed by and between Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999, and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999 and GWE, LLC, a Delaware limited liability company dated August 15, 2011 filed for record on September 7, 2011 Instrument Number 2011-00008538
7. Temporary Construction Easement and Permanent Electric Line Easement executed by and between Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999, and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999 and GWE, LLC, a Delaware limited liability company dated October 27, 2011 filed for record on November 3, 2011 Instrument Number 2011-00010989
8. Assignment and Assumption of Easements executed by and between Koch Pipeline Company, L.P., a Delaware limited partnership and KPL Northern States, LLC, a Delaware limited liability company dated December 1, 2017 filed for record on March 23, 2018 Instrument Number 2018-02242
9. Easement Deed by Court Order in Settlement of Landowner Action, in the United States District Court for the Southern District of Iowa, Case No. 4:11-cv-00572-RP-TJS, in favor of Plaintiff, Merrill Eugene Flynn and Beverly Collins, for themselves and all others similarly situated and against, Sprint Communications Company L.P. and Qwest Communications Company, LLC Defendants, filed on February 6, 2013 as Instrument No. 2013-00001396
10. Easement Deed by Court Order in Settlement of Landowner Action, in the United States District Court for the Southern District of Iowa, Case No. 4:11-cv-00572-RP-TJS, in favor of Plaintiff, Merrill Eugene Flynn and Beverly Collins, for themselves and all others similarly situated and against, Sprint Communications Company L.P. and Qwest Communications Company, LLC Defendants, filed on October 30, 2013 as Instrument No. 2013-00012925
11. Real Estate Taxes: 2021/2022 and all prior years paid.
Real Estate Taxes for the fiscal year 2022/2023: \$1,344.00
1st Installment: \$672.00, Paid.
2nd Installment: \$672.00, Paid.
PARCEL NO. 1013100300 (SWNW 13-83-23)
2023 ASSESSED VALUE: \$76,200.00
12. Real Estate Taxes: 2021/2022 and all prior years paid.
Real Estate Taxes for the fiscal year 2022/2023: \$1,188.00
1st Installment: \$594.00, Paid.
2nd Installment: \$594.00, Paid.
PARCEL NO. 1013300105 (W2SW N of Ry 13-83-23) - Contiguous Parcel
2023 ASSESSED VALUE: \$67,400.00
NOTE: We do not certify to any Special Assessments until they have been certified at the County Treasurer's Office.

Personal lien search for the following names only:

Dorothy Heintz Trust; Max E. Heintz Trust

MECHANICS' NOTICE AND LIEN REGISTRY

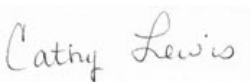
We have made a search, as of the date of this Certificate, of the Mechanics' Notice and Lien Registry maintained by the Iowa Secretary of State for Story County, Iowa, for Commencement of Work Notices, PreLien Notices, and Mechanic Lien(s) only, indexed against property described herein and find: **None**

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 April 3, 2024 at 05:00 PM

Statewide Abstract & Title

By: 

Cathy Lewis

The intended use of this product is not to be used in conjunction with Iowa Title Guaranty Certificates.

van
Instrument: 2016- 00009633
Date: Sep 28, 2016 12:39:26P
Rec Fee: 15.00 E-Com Fee: 1.00
Aud Fee: 25.00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Stacie L. Herridge, County Recorder

Prepared by: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201 (515) 382-3578
Tax Statement/Return to: Dorothy J. Heintz 315 Westwood Dr. Nevada, IA 50201

QUIT CLAIM DEED


For the consideration of One Dollar(s) and other valuable consideration, DOROTHY J. HEINTZ, TRUSTEE OF THE MAX E. HEINTZ REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 2, 1999, do hereby Quit Claim to DOROTHY J. HEINTZ, SHERRI L. SMITH, and MELVIN M. HEINTZ, Trustees of the Max E. Heintz Family Trust all its right, title, interest, estate, claim and demand in the following described real estate in Story County, Iowa:

SEE ATTACHMENT (pg. 3)

This transfer is exempt from transfer tax pursuant to Iowa Code Section 428.2(21).

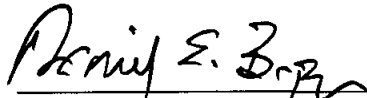
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

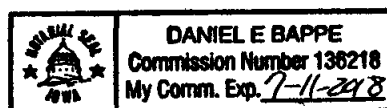
Dated this 23rd day of September, 2016.


DOROTHY J. HEINTZ, Trustee
of the Max E. Heintz Revocable Trust dated September 2, 1999

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 23rd day of September, 2016, by DOROTHY J. HEINTZ, Trustee of the Max E. Heintz Revocable Trust dated September 2, 1999.


Notary Public



ATTACHMENT

An undivided one-half (1/2) interest in the following described real estate:

That part of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), except the North Six Hundred Eighty-eight (688) feet of the West Six Hundred Ninety-seven (697) feet, and except the South Six Hundred Thirty-two (632) feet of the West Six Hundred Twenty and Thirty-two hundredths (620.32) feet, all in Section Twenty-nine (29), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa.

The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Twenty-six (26), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

The North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), and all that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) lying South and East of the Des Moines, Iowa Falls and Northern Railroad Company's Right of Way in Section Thirteen (13), all in Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

That part of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, described as follows: Beginning at the East Quarter (E $\frac{1}{4}$) Corner of said Section Twelve (12), thence North 89°58'20" West 1311.13 feet to the West line of said East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$); thence South 0°22' East along said West line 766.51 feet to the Northerly right-of-way line of the Chicago and North Western Transportation Company; thence Southeasterly along said Northerly right-of-way line as follows, South 54°30' East 522.51 feet; thence South 48°54' East 199.14 feet; thence South 56°30' East 583.30 feet; thence Southeasterly along a 1089.28 foot radius curve which is concave Northerly, tangent to the last described course and the long chord bears South 63°21'20" East 282.06 feet to the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence North 0°14'42" West 1648.28 feet to the point of beginning, EXCEPT Parcel "A" in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in the Office of the Recorder of Story County, Iowa, on the 8th day of October, 1996, in Book 14, Page 80.

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-four (24), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Iowa.

~~JK~~
H Instrument: 2014- 00003001
D Date: Apr 28, 2014 10:26:59A
G Rec Fee: 20.00 E-Com Fee: 1.00
R Aud Fee: 25.00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

AFFIDAVIT THAT NO INHERITANCE TAX IS DUE

Preparer Information: Daniel E. Bappe, P.O. Box 127, Nevada, IA 50201
Phone: (515) 382-3578

Taxpayer Information: Dorothy J. Heintz, 315 Westwood Dr., Nevada, IA 50201

Return Document To:
Daniel E. Bappe, P.O. Box 127, Nevada, IA 50201, Phone: (515) 382-3578

Grantors/Grantees: Dorothy J. Heintz

Legal Description: See Page ~~X~~ 3

Document or instrument number of previously recorded documents:

AFFIDAVIT THAT NO INHERITANCE TAX IS DUE

STATE OF IOWA

SS:

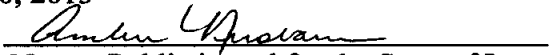
COUNTY OF STORY

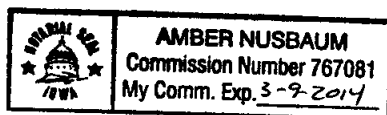
I, Dorothy J. Heintz, being first duly sworn on oath, depose and state as follows:

1. I am the spouse of Max E. Heintz (the "decedent") who died on the 20th day of January, 2012, and have an interest in the real estate described below by virtue of the fact that I am a beneficiary of the Max E. Heintz Revocable Trust created by agreement dated September 2, 1999. There will be no estate proceedings instituted on account of the decedent's death.
2. The following described real estate was owned by the Trustee of the Max E. Heintz Revocable Trust created by agreement dated September 2, 1999 at the time of Max E. Heintz's death: see Attachment
3. Pursuant to Section 450.22, subsection 3 of the Iowa Code, no inheritance tax return is required to be filed in the Estate of Max E. Heintz Estate since (i) there is no federal estate tax filing obligation, and (ii) all of the decedent's assets either were held in joint tenancy with right of survivorship solely between the decedent and individuals listed in Section 450.9 of the Iowa Code as individuals that are entirely exempt from Iowa inheritance tax, or passed by beneficiary designation or pursuant to a trust intended to pass the decedent's property at death or through any other nonprobate transfer solely to individuals listed in Section 450.9 as individuals that are entirely exempt from Iowa inheritance tax.
4. This Affidavit is filed pursuant to Section 450.22, subsection 4 of the Iowa Code for the purpose of establishing of record nonliability for Iowa inheritance tax without the filing of an inheritance tax clearance.
5. This Affidavit is further filed to clear title to the real estate described herein.
6. I hereby request that the Auditor enter this information on the transfer books pursuant to Section 558.66 of the Iowa Code


Dorothy J. Heintz

Subscribed and Sworn to before me this May 30, 2013


Notary Public in and for the State of Iowa



ATTACHMENT

An undivided one-half (1/2) interest in the following described real estate:

That part of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), except the North Six Hundred Eighty-eight (688) feet of the West Six Hundred Ninety-seven (697) feet, and except the South Six Hundred Thirty-two (632) feet of the West Six Hundred Twenty and Thirty-two hundredths (620.32) feet, all in Section Twenty-nine (29), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa.

The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Twenty-six (26), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

The North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), and all that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) lying South and East of the Des Moines, Iowa Falls and Northern Railroad Company's Right of Way in Section Thirteen (13), all in Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

That part of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, described as follows: Beginning at the East Quarter (E $\frac{1}{4}$) Corner of said Section Twelve (12), thence North 89°58'20" West 1311.13 feet to the West line of said East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$); thence South 0°22' East along said West line 766.51 feet to the Northerly right-of-way line of the Chicago and North Western Transportation Company; thence Southeasterly along said Northerly right-of-way line as follows, South 54°30' East 522.51 feet; thence South 48°54' East 199.14 feet; thence South 56°30' East 583.30 feet; thence Southeasterly along a 1089.28 foot radius curve which is concave Northerly, tangent to the last described course and the long chord bears South 63°21'20" East 282.06 feet to the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence North 0°14'42" West 1648.28 feet to the point of beginning, EXCEPT Parcel "A" in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in the Office of the Recorder of Story County, Iowa, on the 8th day of October, 1996, in Book 14, Page 80.

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-four (24), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Iowa.

↓
305

INST. NO. 99-12817
STORY COUNTY, IOWA
FILED FOR RECORD
AM SEP 16 1999 PM 305
SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 6.00
AUDITOR'S FEE \$ 5.00

RETURN TO:

Prepared by: Daniel E. Bappe P.O. Box 127 Nevada Phone No. (515) 382-3578

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, DOROTHY J. HEINTZ, a married person, does hereby Quit Claim to DOROTHY J. HEINTZ, TRUSTEE OF THE DOROTHY J. HEINTZ REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 2, 1999, all my right, title, interest, estate, claim and demand in the following described real estate in Story County, Iowa:

That part of the West Half (W½) of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

This transfer is exempt from real estate transfer tax pursuant to Iowa Code Section 428A.2 (21).

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.

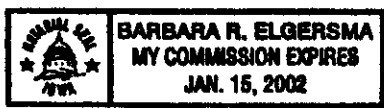
Dated this 9 day of SEPTEMBER, 1999.

Max E. Heintz
MAX E. HEINTZ

Dorothy J. Heintz
DOROTHY J. HEINTZ

STATE OF IOWA, STORY COUNTY,

On this 9th day of SEPTEMBER, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MAX E. HEINTZ and DOROTHY J. HEINTZ, 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.



Barbara R. Elgersma
Notary Public

✓
1500

INST. NO. 99-12813
STORY COUNTY, IOWA
FILED FOR RECORD
AM SEP 16 1999 PM 301
SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 6.00
AUDITOR'S FEE \$ 5.00

RETURN TO: {

Prepared by: Daniel E. Bappe P.O. Box 127 Nevada Phone No. (515) 382-3578

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, MAX E. HEINTZ, a married person, does hereby Quit Claim to MAX E. HEINTZ, TRUSTEE OF THE MAX E. HEINTZ REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 2, 1999, all my right, title, interest, estate, claim and demand in the following described real estate in Story County, Iowa:

That part of the West Half (W½) of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

This transfer is exempt from real estate transfer tax pursuant to Iowa Code Section 428A.2 (21).

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.

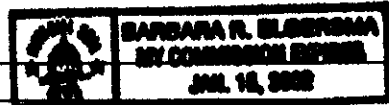
Dated this 7 day of SEPTEMBER, 1999.

Max E. Heintz
MAX E. HEINTZ

Dorothy J. Heintz
DOROTHY J. HEINTZ

STATE OF IOWA, STORY COUNTY,

On this 9th day of SEPTEMBER, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MAX E. HEINTZ and DOROTHY J. HEINTZ, 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.

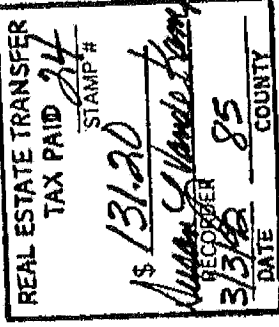


Barbara R. Elstrom Notary Public

INST. NO. 07673
STORY COUNTY, IOWA
FILED FOR RECORD

9 AM MAR 8 1992 PM

Susan L. Wade-Kamp
SUSAN L. WADE-KAMP, Recorder
Recording Fee \$ 10.00
Auditor's Fee \$ 5.00



COURT OFFICER DEED

IN THE MATTER OF

THE KENNETH JOHNSON FAMILY TRUST

now pending in the Iowa District Court

in and for Story County, Iowa No. 21078-0589

Pursuant to the authority and power vested in the undersigned, and in consideration of One Dollars(s) and other valuable consideration, the undersigned, in the representative capacity designated below, hereby Convey to MAX E. HEINTZ and DOROTHY J. HEINTZ, husband and wife

the following described real estate in Story County, Iowa:

A Six-tenths interest in the following described real estate:

That part of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-Way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, subject to restrictions, conditions, covenants and easements of record.

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

Dated: February 28, 1992

KENNETH JOHNSON FAMILY TRUST

By *Lavon Tjelfeland*
Lavon Tjelfeland, TRUSTEE
for the KENNETH JOHNSON FAMILY TRUST.

As TRUSTEE * in the above entitled estate or cause. AS * in the above entitled estate or cause.

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

* Use space for corporate fiduciary. Insert official titles with names.

BOOK 284 PAGE 29

STATE OF IOWA, Story COUNTY, ss:
On this 28th day of February, 19 82 before me, the undersigned, a Notary Public
in and for the State of Iowa, personally appeared LAVON TJELMELAND

to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that such
person, as such fiduciary, executed the same as the voluntary act and deed of such person and of such fiduciary

Daniel E. Bappe

Daniel E. Bappe

Notary Public

STATE OF IOWA, _____ COUNTY, ss:
On this _____ day of _____, 19 _____ before me, the undersigned, a Notary
Public in and for said County and said State, personally appeared _____ and
did say that they are the _____, to me personally known, who being by me duly sworn,
respectively, of said corporation; that (no seal has been procured by the said) corporation; that the instrument was signed
(the seal affixed thereto is the seal of said)
(and sealed) on behalf of said corporation by authority of its Board of Directors; and that _____
and _____ acknowledged the execution of said instrument to be the voluntary act and deed
of the corporation as such fiduciary, by it, by them and as such fiduciary voluntarily executed.

_____, Notary Public

BOOK 284 PAGE 30

07672

INST. NO. 07672
STORY COUNTY, IOWA
FILED FOR RECORD

9:43 AM MAR 8 1992 PM
Susan L. Wande, KAMP, Recorder
Recording Fee \$ 10.00
Auditor's Fee \$ 5.00

REAL ESTATE TRANSFER	
TAX PAID <u>23</u>	STAMP #
\$ <u>87.20</u>	
RECORDED	COUNTY
DATE <u>3/5/92</u>	<u>85</u>



WARRANTY DEED

SPACE ABOVE THIS LINE
FOR RECORDER

For the consideration of ONE Dollar(s) and other valuable consideration, BEULAH JOHNSON, a single person,

do hereby Convey to MAX E. HEINTZ and DOROTHY J. HEINTZ, husband and wife,

the following described real estate in Story County, Iowa:

A Four-tenths interest in the following described real estate:
That part of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-Three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-Way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, subject to covenants, conditions, restrictions, and easements of record.

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 acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF _____ DATED: February 28, 1992

SS: _____
COUNTY,

Beulah Johnson

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

BY: Lavon Tjelmeand (Grantor)
Lavon Tjelmeand
ATTORNEY-IN-FACT

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.

(Grantor)

(Grantor)

Notary Public

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

BOOK 284 PAGE 27 (Grantor)

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Story COUNTY, ss:

On this 28th day of February, 19 92, before me,

the undersigned, a Notary Public in and for the State of Iowa, personally appeared LAVON TJELMELAND

to me known to be the person who executed the foregoing instrument in behalf of BEULAH JOHNSON

and acknowledged that (he) (she) executed the same as the voluntary act and deed of said BEULAH JOHNSON

BEULAH JOHNSON



Daniel E. Bappe Daniel E. Bappe
Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 174 (Trade-Mark Registered, State of Iowa, 1957)

This Printing January, 1986

BOOK 284 PAGE 28

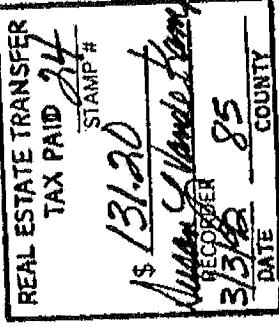
(Section 559.39, Code of Iowa)

Acknowledgement: For use in the case of natural persons acting by attorney

INST. NO. 07673
STORY COUNTY, IOWA
FILED FOR RECORD

9 AM MAR 8 1992 PM

Susan L. Wade-Kamp
SUSAN L. WADE-KAMP, Recorder
Recording Fee \$ 10.00
Auditor's Fee \$ 5.00



COURT OFFICER DEED

IN THE MATTER OF

THE KENNETH JOHNSON FAMILY TRUST

now pending in the Iowa District Court

in and for Story County, Iowa No. 21078-0589

Pursuant to the authority and power vested in the undersigned, and in consideration of One Dollars(s) and other valuable consideration, the undersigned, in the representative capacity designated below, hereby Convey to MAX E. HEINTZ and DOROTHY J. HEINTZ, husband and wife

the following described real estate in Story County, Iowa:

A Six-tenths interest in the following described real estate:

That part of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-Way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, subject to restrictions, conditions, covenants and easements of record.

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

Dated: February 28, 1992

KENNETH JOHNSON FAMILY TRUST

By Lavon Tjelfeland
Lavon Tjelfeland, TRUSTEE Title
for the KENNETH JOHNSON FAMILY TRUST.

As TRUSTEE * in the above entitled estate or cause. AS * in the above entitled estate or cause.

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

* Use space for corporate fiduciary. Insert official titles with names.

BOOK 284 PAGE 29

STATE OF IOWA, Story COUNTY, ss:
On this 28th day of February, 19 82 before me, the undersigned, a Notary Public
in and for the State of Iowa, personally appeared LAVON TJELMELAND

to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that such
person, as such fiduciary, executed the same as the voluntary act and deed of such person and of such fiduciary

Daniel E. Bappe

Daniel E. Bappe

Notary Public

STATE OF IOWA, _____ COUNTY, ss:
On this _____ day of _____, 19 _____ before me, the undersigned, a Notary
Public in and for said County and said State, personally appeared _____ and
did say that they are the _____, to me personally known, who being by me duly sworn,
respectively, of said corporation; that (no seal has been procured by the said) corporation; that the instrument was signed
(the seal affixed thereto is the seal of said)
(and sealed) on behalf of said corporation by authority of its Board of Directors; and that _____
and _____ acknowledged the execution of said instrument to be the voluntary act and deed
of the corporation as such fiduciary, by it, by them and as such fiduciary voluntarily executed.

_____, Notary Public

BOOK 284 PAGE 30

07672

INST. NO. 07672
STORY COUNTY, IOWA
FILED FOR RECORD

9:43 AM MAR 8 1992 PM
Susan L. Wande, Clerk
SUSAN L. WANDER, Recorder

Recording Fee \$ 10.00

Auditor's Fee \$ 5.00

REAL ESTATE TRANSFER	
TAX PAID <u>23</u>	STAMP #
\$ <u>87.20</u>	
RECORDED	COUNTY
DATE <u>3/5/92</u>	<u>85</u>



SPACE ABOVE THIS LINE
FOR RECORDER

WARRANTY DEED

For the consideration of ONE Dollar(s) and other valuable consideration, BEULAH JOHNSON, a single person,

do hereby Convey to MAX E. HEINTZ and DOROTHY J. HEINTZ, husband and wife,

the following described real estate in Story County, Iowa:

A Four-tenths interest in the following described real estate:
That part of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-Three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, lying North of the Right-of-Way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, subject to covenants, conditions, restrictions, and easements of record.

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 acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF _____ DATED: February 28, 1992

SS: _____
COUNTY,

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

BY: Beulah Johnson
Lavon Tjelme (Grantor)
ATTORNEY-IN-FACT

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.

(Grantor)

(Grantor)

Notary Public
(This form of acknowledgement for individual grantor(s) only)

(Grantor)

BOOK 284 PAGE 27

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Story COUNTY, ss:

On this 28th day of February, 19 92, before me,

the undersigned, a Notary Public in and for the State of Iowa, personally appeared LAVON TJELMELAND

to me known to be the person who executed the foregoing instrument in behalf of BEULAH JOHNSON

and acknowledged that (he) (she) executed the same as the voluntary act and deed of said BEULAH JOHNSON

BEULAH JOHNSON



Daniel E. Bappe Daniel E. Bappe
Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 174 (Trade-Mark Registered, State of Iowa, 1957)

This Printing January, 1986

BOOK 284 PAGE 28

(Section 559.39, Code of Iowa)

Acknowledgement: For use in the case of natural persons acting by attorney

MATT PARROTT & SONS CO., WATERLOO, IOWA B55147

8263 RIGHT OF WAY AGREEMENT

W. C. Johnson & May

To

GREAT LAKES PIPE LINE COMPANY

Filed for Record on the 1st day of December

A. D. 19 30, at 11:28 o'clock A. M.

H. D. Fowler, Recorder

Fee \$.90. By _____, Deputy

For and in consideration of the sum of One Dollar (\$ 1.00)

to me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Ponca City, Oklahoma, the receipt of which

is hereby acknowledged, W. C. Johnson and May Johnson, his wife

do es 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 erect, 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 Story and State of Iowa, and described as follows:

Southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter

190 rods

Section 13, Township 83 N, Range 23 W of 5th P. M.

The said grantor his heirs 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, and 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 fifty cents 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 and premises which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe lines ~~or other~~ 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.

The terms, conditions and provisions of this contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and the said May Johnson hereby relinquishes her right of dower in and to the premises hereinbefore granted.

It is agreed and understood that all pipe lines shall be constructed within an area two rods east of the present fence line extending along the west side of the above described premises. The Great Lakes Pipe Line Company, its successors, grantees, and assigns, by the acceptance of this agreement, hereby agrees and confesses that this right of way agreement is inferior and junior to any mortgage indebtedness now on within described premises and to any extension or renewal thereof, and inferior and junior to any future mortgage indebtedness which may hereafter be placed against within described real estate. All fees, expenses, and costs charged and incurred by the three disinterested parties composing the arbitration board, shall be paid by grantee. This right of way agreement is made and executed in duplicate.

Dated this 15th day of Sept. A. D., 1930.

W. C. Johnson (SEAL)

May Johnson (SEAL)

STATE OF Iowa }
County of Story } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 15th day of Sept.

19 30, personally appeared W. C. Johnson and May Johnson

to me known to be the identical person s 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.

Virgil L. Ray

Notary Public.

My Commission expires July 4, 1933 19



REEL NUMBER
244
MICROFILMED

See AFFIDAVIT of Interest in BK 2442 Pg 127 - 10/27/89 - Christine Kritchard Dep Rec.
See Assign. in BK 197 Pg 1 - 10/3/83 - Sheila A. Sabrin, Dep. Rec.
See Receipt for Additional Pipe Line and Amendment of Right of Way in Book 68 Page 366 Dec. 12, 1949 Bessie H. Giffinger, Deputy Recorder.

Miscellaneous Record, No. 53, Story County

Recorder of the County of Story, Iowa, on the 19th day of June, 1923 in Book R of T.L. Mortgages, on page 353, has been redeemed, fully paid, satisfied and discharged; and the said Recorder is hereby authorized to satisfy the same of record.

Signed and executed this 24th day of May, 1937.

Henry Anfinson

ACKNOWLEDGMENT FOR SATISFACTION-INDIVIDUAL

STATE OF IOWA, Story County, ss.

On this 24th day of May A. D. 1937 before me Harry Cairns a Notary Public in and for Story County, Iowa, personally appeared Henry Anfinson to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

(SEAL)

Harry Cairns
Notary Public in and for
Story County, Iowa.

5395

FIGHT OF WAY AGREEMENT

W. C. Johnson and May Johnson

To

Great Lakes Pipe Line Company

Filed for Record June 12, 1937
at 9:26 A. M.
Recorder Sina Kloster
Recording Fee 80¢

For and in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, W. C. Johnson and May Johnson, his 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 erect, 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 Story and State of Iowa, and described as follows:

That part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) situated North of the C.R.I. & P. R.R. right of way, in Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P. M.

It is agreed and understood that all pipe lines shall be constructed within an area two rods East of the present fence line extending along the West side of the above described premises. The Great Lakes Pipe Line Company, its successors, grantees, and assigns, by the acceptance of this agreement, hereby agrees and confesses that this right of way agreement is inferior and junior to any mortgage indebtedness now on within described premises and to any extension or renewal thereof, and inferior and junior to any future mortgage indebtedness which may hereafter be placed against within described real estate. All fees, expenses, and costs charged and incurred by the three disinterested parties composing the arbitration board, shall be paid by grantee.

This right of way agreement is made and executed in duplicate.

The said granters their heirs 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

See Assign in Bk. 197 Pg. 1 - 10/3/83 - Sheila A. Sabir, Dep. Rec.
See Amend./Roll Grant in Bk. 166 Pg. 166 - 8/4/80 - Sheila A. Sabir, Dep. Rec.
See Receipt for Additional Pipe Line and Amendment of Right of Way in Book 68 Page 36 Dec. 12, 1949 Bruce H. Hofflinger, Deputy Recorder

See Assign & Assump/lease as Inst #2018-02242 Filed 3/23/2018 & trace forward

MICROFILMED

249

REEL NUMBER

Miscellaneous Record, No. 53, Story County

shall be paid on the laying of the first line of pipe an additional compensation at the rate of 50 cents 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.

Dated this 27th day of May, 1937.

W. C. Johnson (SEAL)
May Johnson (SEAL)

STATE OF IOWA, COUNTY OF STORY, ss:

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 27th day of May, 1937, personally appeared W. C. Johnson and May Johnson to me known to be the identical persons 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.

(SEAL)

Oscar L. Hall, Notary Public

My Commission expires July 4, 1939.

5396 RIGHT OF WAY AGREEMENT

Equitable Life Insurance Company of Iowa

Filed for Record June 12, 1937
at 9:27 A. M.
Recorder Sina Kloster
Recording Fee 80¢

Great Lakes Pipe Line Company

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, EQUITABLE LIFE INSURANCE COMPANY OF IOWA does 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 erect, 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 Story and State of Iowa and described as follows:

Northwest (NW¹/₄) Quarter Section 12 Township 82N. Range 23 W.

The said grantors heirs 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 \$0.50 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

See Amend. 1 Row Grant in Bk. 166 p. 162 - 8/14/80 - Sheila A. Sabier, Deputy Recorder
See Amend. 1 Row Grant in Bk. 165 p. 181 - 7/14/80 - Sheila A. Sabier, Deputy Recorder
See Amend. 1 Row Grant in Bk. 197 p. 1 - 10/13/83 - Sheila A. Sabier, Dep. Rec.
See Amend. 1 Row Grant in Bk. 166 p. 162 - 8/14/80 - Sheila A. Sabier, Deputy Recorder
See Amend. 1 Row Grant in Bk. 165 p. 181 - 7/14/80 - Sheila A. Sabier, Deputy Recorder
See Amend. 1 Row Grant in Bk. 197 p. 1 - 10/13/83 - Sheila A. Sabier, Dep. Rec.
See Amend. 1 Row Grant in Bk. 166 p. 162 - 8/14/80 - Sheila A. Sabier, Deputy Recorder
See Amend. 1 Row Grant in Bk. 165 p. 181 - 7/14/80 - Sheila A. Sabier, Deputy Recorder
See Amend. 1 Row Grant in Bk. 197 p. 1 - 10/13/83 - Sheila A. Sabier, Dep. Rec.

REEL NUMBER
249
MICROFILMED

Miscellaneous Record, No. 68, Story County, Iowa

WITNESS my hand at Cambridge, Iowa, on this 18 day of Oct., 1949.

George H Huser

Lillie M. Huser

WITNESSES:

Carl E. Beaty

STATE OF Iowa)
COUNTY OF Story) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 18th day of October, 1949, personally appeared George H Huser and Lillie M Huser (Husband and wife) to me known to be the identical persons 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.

A H Mountain

(Seal)

Notary Public

My commission expires July 4th, 1951.

13853

RECEIPT FOR ADDITIONAL PIPE LINE AND AMENDMENT OF RIGHT OF WAY

Kenneth C. Johnson and Beulah Johnson

Filed for Record December 12, 1949

at 4:27 P. M.

Recorder Sina Moran

Recording Fee 50¢ VS

GREAT LAKES PIPE LINE COMPANY,

RECEIPT FOR ADDITIONAL PIPE LINE AND AMENDMENT OF RIGHT OF WAY

Received of the GREAT LAKES PIPE LINE COMPANY, a Delaware corporation, with its principal place of business in Kansas City, Missouri, the sum of Ninety-Five and 00/100--Dollars, (\$95.00--), in full payment of the right of way for the construction, maintenance and operation of an additional pipe line for the transportation of oil or oil products, gas and water, over, under, through and across the following described land situated in the County of Story and State of Iowa, to-wit:

The SW $\frac{1}{4}$ of the Northwest Quarter and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and that

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ situated North of the C. R. I. and P.

R. R. right of way, all in Section 13, Twp. 83 North, Range 23 West

which pipe line is to be constructed under authority of a right of way grant dated the 15th day of September, 1937, executed by W. C. Johnson and May Johnson, his

wife, to the said GREAT LAKES PIPE LINE COMPANY and recorded at Page 456 in Book 45

in the records of the County of Story and State of Iowa, and which grant is for payment of Ninety-Five and 00/100 -- Dollars, (\$95.00) receipt of which is acknowledged, hereby amended by increasing the width of the right of way granted to 66 feet for this additional line and future additional lines, if any. In all other respects the grant of right of way remains unchanged. The undersigned, whether one or more, represents that he is the owner of the above described land and is justly entitled to receive said sum and amend such grant.

It is expressly understood that all future Right of Way shall be paid for at the rate of One dollar a rod

WITNESS my hand at Collins Iowa on this 9th day of Nov, 1949.

Kenneth C. Johnson

Beulah Johnson

WITNESSES:

Carl E. Beaty

REEL NUMBER

257

MICROFILMED

See Assign Assump/Lease as Inst #2018-02242 Filed 3/23/2018
Stacie Newridge
See Amend/Row Grant in Bk 166-814180-Christine Pritchard, Dep Rec.

Miscellaneous Record, No. 68, Story County, Iowa

KOCH BROTHERS, DES MOINES 50813

STATE OF Iowa }
COUNTY OF Story } SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 9 day of November, 1949, personally appeared Kenneth C. Johnson and Beulah Johnson, (Husband & Wife), to me known to be the identical persons 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.

(Seal) G. L. Kimberley
My commission expires July 4, 1951. Notary Public

13854 RECEIPT FOR ADDITIONAL PIPE LINE AND AMENDMENT OF RIGHT OF WAY
Isabel McLain Reichardt Filed for Record December 12, 1949
to at 4:28 P. M.
GREAT LAKES PIPE LINE COMPANY Recorder Sina Moran
Recording Fee 50¢ VS

RECEIPT FOR ADDITIONAL PIPE LINE AND AMENDMENT OF RIGHT OF WAY
Received of the GREAT LAKES PIPE LINE COMPANY, A Delaware corporation with its principal place of business in Kansas City, Missouri, the sum of One hundred twenty & No/100---Dollars, (\$120.00---), in full payment of the right of way for the construction, maintenance and operation of an additional pipe line for the transportation of oil or oil products, gas and water, over, under, through and across the following described land situated in the County of Story, and State of Iowa, to-wit:
Southwest Quarter (SW $\frac{1}{4}$) Section Twelve (12): and the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section Thirteen (13) Township Eighty-three North (83N), Range Twenty-three West (23W)
which pipe line is to be constructed under authority of a right of way grant dated the 22nd day of September, 1930, executed by Isabel McLain, single to the said GREAT LAKES PIPE LINE COMPANY and recorded at Page 457 in Book 45 in the records of the County of Story and State of Iowa, and which grant is for payment of One hundred twenty & no/100 ----Dollars, (\$120.00--) receipt of which is acknowledged, hereby amended by increasing the width of the right of way granted to 66 feet for this additional line and future additional lines, if any. In all other respects the grant of right of way remains unchanged, The undersigned, whether one or more, represents that he is the owner of the above described land and is justly entitled to receive said sum and amend such grant.

WITNESS my hand at San Marino, Calif. on this 21st day of November, 1949.
Isabel McLain Reichardt
Isabel McLain Reichardt-owner

WITNESSES:
F. L. Montgomery
STATE OF California }
COUNTY OF Los Angeles } SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 21st day of November, 1949, personally appeared Isabel McLain Reichardt to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

REEL NUMBER
257
MICROFILMED

See Assn in BK 197 Pg 1 - 1013183 - Christine Pritchard, Dep Rec.
See Assn & Assump/Ease as Inst # 2018-02242 filed 3/23/2018 Stacie Herdiger

AMENDMENT OF RIGHT OF WAY GRANT

INST. # 00858
FEE \$ 6.00

WHEREAS, WILLIAMS PIPE LINE COMPANY, a Delaware Corporation, with its principal place of business in Tulsa, Oklahoma, now has a right of way for pipe line or pipe lines, over, under, through and across the following described land situated in the county of Story, and state of Iowa, to wit:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and all that part of the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) lying North of the CRI & P Railroad right of way in Section 13, Township 83 North, Range 23 West

such grant being executed by W. C. Johnson & May Johnson dated the 15th day of September, 1930, and recorded at page 456, in book 45, and grant executed by W. C. Johnson and May Johnson dated May 27, 1937, and recorded at page 147, in book 53, and Amendment of Right of Way grant executed by Kenneth C. Johnson and Beulah Johnson dated the 9th day of November, 1949, and recorded at page 366, in book 68, in the records of the county of Story, state of Iowa.

Now Therefore, for and in consideration of the sum of Twenty-five & NO/100 Dollars (\$25.00) in hand paid by Williams Pipe Line Company, receipt of which is hereby acknowledged, the undersigned hereby amends said grant of right of way as follows:

Any and all restrictions contained in said right of way grant, or inferred from the exercise of the rights thereunder by Williams Pipe Line Company or by its predecessors, as to the width of the right of way, the location, direction and route of the pipe lines, are hereby deleted,

to allow the Company, if it so elects, to cross the railroad at a point approximately 550 feet east of the centerline of the County Road and to cross the pasture land in a northwesterly direction until it intersects the existing right of way, AT A POINT NO MORE THAN 500 FEET NORTH OF COMPANY'S EXISTING RECTIFIER BOX.

In all other respects said grant of right of way remains unchanged, the undersigned, whether one or more, hereby warrants that he is entitled to receive the sum herein paid, is entitled to amend said right of way grant and is the owner of the above described land.

Witness my (our) hand(s) at Nevada, Iowa on this 25th day of July, 1980.

INST. NO. 00858
STORY COUNTY, IOWA
FILED FOR RECORD

WITNESSES: 10 AM. AUG - 4 1980 P.M.
SUSAN L. POTTER, Recorder

By _____ Deputy

SIGNATURES:

Kenneth Converse Johnson
Kenneth Converse Johnson
INDIVIDUALLY AND AS ATTORNEY IN FACT
FOR Beulah Johnson

Check Number

9459 BOOK 166 PAGE 11602701

00000

STATE OF IOWA

COUNTY OF STORY

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 25th day of July, 19 80, personally appeared _____

Kenneth Converse Johnson ~~and Beulah Johnson, his wife~~ INDIVIDUALLY AND AS
ATTORNEY IN FACT FOR BEULAH JOHNSON, HIS WIFE,
to me known to be the identical person S who executed the within and foregoing instrument and acknowl-
edged to me that they executed the same as their free and voluntary
act and deed, for the uses and purposes set forth.

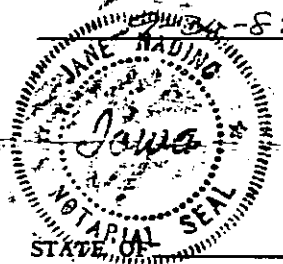
Witness my hand and official seal.

Jane Nading
Notary Public



My commission expires:

9-30-82



COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the County aforesaid on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowl-
edged to me that _____ executed the same as _____ free and voluntary
act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Notary Public

My commission expires:

RETURN TO:
WILLIAMS PIPE LINE COMPANY,
P. O. BOX 3448, 34-6
TULSA, OKLAHOMA 74101

BOOK 166 PAGE 167

ef-
H
D
G
B

Instrument: 2011- 00008538
Date: Sep 07, 2011 12:51:55P
Rec Fee: 190.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

LAND LEASE AND WIND EASEMENT
Recorder's Cover Sheet

Preparer Information:

Fredrikson & Byron, P.A. [KLC]
200 S. Sixth Street, Suite 4000
Minneapolis, MN 55402
(612) 492-7000

Return Document To:

GWE, LLC
715 Ashland Ave.
Chariton, IA 50049

Grantors: Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999

Grantees: GWE, LLC, a Delaware limited liability company

Legal Description: See Exhibit A (pg. 23)

**This Cover Sheet is provided for purposes of Iowa Code Section 331.606B(2)
and is not a part of the recorded document.**

LAND LEASE AND WIND EASEMENT

This Land Lease and Wind Easement ("Lease") is made on AUG 15, 2011 (the "Effective Date") between Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999 ("Owner"), and GWE, LLC, a Delaware limited liability company ("Project Company"). Owner and Project Company agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Wind Energy Purposes.** Owner leases to Project Company, and Project Company leases from Owner, the real property legally described in Exhibit A attached hereto (the "Premises") for the sole purpose of monitoring, testing and evaluating the Premises for wind energy generation and of constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment (hereinafter "**Wind Facilities**"), including, without limitation, a line or lines of towers with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Premises, together with the appropriate rights of way. Project Company shall have the right to relocate existing Wind Facilities during the Term. Project Company shall have the exclusive right to use the Premises for wind energy purposes. For purposes of this Lease, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) **Access Easement.** Owner hereby grants to Project Company, for the Term (as defined below), a non-exclusive easement (the "**Access Easement**") over, across and on the Premises for ingress to and egress from the Wind Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of any existing roads and lanes, or by such route or routes as Project Company may construct from time to time. The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, and shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. The location and dimensions of such access roads shall be made by Project Company in its sole discretion, except that: Project Company agrees to use commercially reasonable efforts to (i) minimize the interruption of Owner's operations on the Premises by such access roads, and (ii) install such access roads perpendicular to county roads and from the public road on the northern boundary line of the Premises.

(c) **Transmission Easement.** Owner hereby grants Project Company one or more non-exclusive transmission easements for Transmission Facilities ("**Transmission Easements**") on, over and across the Premises, on such portions of the Premises as shall be notified to Owner by Project Company. Any such Transmission Easement shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. Any Transmission Easement shall also include the right of ingress to and egress from the Wind Facilities (whether located on the Premises, on adjacent property or elsewhere) over and along the Premises by means of roads and lanes thereon if existing, or otherwise by such route or routes as Project Company or Owner may construct from time to time. The term of the Transmission Easements shall be the same as the term of this Lease unless terminated by Project Company by written notice to Owner as set forth herein, and shall not expire or be terminable by Owner under any circumstances. Project Company shall have the right to assign or convey all or any portion of any Transmission Easement to any person on an exclusive or nonexclusive basis. Any Transmission Easement shall run with the Premises and inure to the benefit of and be binding upon Owner and Project Company and their respective transferees, successors, and assigns, and all persons claiming under them. Project Company shall have the right to assign its rights hereunder relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems to a third party that owns, operates and/or maintains electric transmission or distribution systems.

(d) **Owner's Retained Rights.** Owner shall retain the right to use the portion of the Premises not occupied by Wind Facilities to the extent its use is not inconsistent with Project Company's rights under this Lease, for uses such as farming, grazing, recreation, hunting, or conservation. However, hunting must be done in a safe manner that does not interfere with Project Company's use of the Premises, damage any Windpower Facilities, or endanger or injure any of Project Company's personnel, business invitees, agents, contractors or property. Owner shall indemnify Project Company from any such interference, damage or injury caused by hunting authorized by Owner. Owner shall be entitled to use any private road constructed by Project Company on the Premises.

(e) **Location of Wind Facilities.** Project Company shall make good faith efforts to consult with Owner on its site development plan prior to construction of wind turbines, roads and electric power lines, provided that Project Company shall make all such final siting decisions in Project Company's sole discretion. Within six (6) months of the commencement of the Operation Date, as defined below, Project Company shall deliver to Owner an as-built survey of the Windpower Facilities on the Premises. After the delivery of such as-built survey, upon Owner's request, Project Company agrees to enter into an amendment to this Lease with Owner, which amendment will confine the locations of the easements described in Sections 1.1(a), (b) and (c) to the areas shown on the as-built survey. Either party shall be permitted to record such amendment.

(f) **Part of a Larger Project.** Owner acknowledges that Project Company may elect to develop commercial wind energy conversion facilities with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of such facilities. Project Company may designate, from time to time, the wind energy conversion facilities with which the Premises is included in a defined wind energy project (the "**Project**"). The properties designated by Project Company as included in the Project with the

Premises shall be referred to as the "Project Properties." Nothing contained in this Lease shall be construed as requiring Project Company to construct or operate the Project or continue the operation of the Project or any portion thereof, if it is so constructed.

Section 1.2 Wind Easement

(a) **Free Flow of Wind.** Owner hereby grants and conveys to Project Company an easement on, over and across the Premises (the "Adjacent Wind Easement") for the following: the free flow of wind to any Wind Facilities on any of the Project Properties and to ensure adequate exposure of the Wind Facilities to the wind. In addition, Owner hereby grants and conveys to Project Company an easement prohibiting any obstruction to the free flow of wind (together with the Adjacent Wind Easement, the "Wind Easement") throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Wind Facility is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

(b) **Overhang Easement and Setback Waiver.** Owner hereby grants and conveys to Project Company an easement to permit the rotors of any Project wind turbines located on adjacent tracts of land (whether or not owned by Owner) to overhang the Premises. Owner agrees that it will not enforce and hereby waives any rights it may have to enforce any property setback requirements applicable to Project Company's installation of any Wind Facilities at any of the Project Properties, whether imposed by permit or by applicable law, except that no Turbine shall be installed within 1,000 feet of any residence on the Premises that is occupied as of the Effective Date.

(c) **Owner Improvements.** Trees, buildings and other improvements located on the Premises as of the date of this Lease shall be allowed to remain, and Project Company may not require their removal. Owner may not place or plant any trees, buildings or improvements (an "Improvement") on the Premises after the date of this Lease which may, in Project Company's sole judgment, impede or interfere with the flow of wind to any Site or Wind Facility (located either on the Premises or on the Project Properties), unless Owner has received approval from Project Company for any such trees, structure or improvement. Subject to the foregoing, Owner may construct an Improvement of the Premises if such Improvement meets all of the following requirements:

- (a) Such Improvement poses no interference with any part of the Wind Facilities located on the Premises or elsewhere in the Project;
- (b) Such Improvement is located at least five hundred (500) feet from the location of any Site (whether such Site is located on the Premises or elsewhere in the Project); and

(c) Such Improvement complies with the following height and width restrictions:

1. The Improvement is not more than two hundred (200) feet in width if such Improvement is fifty (50) feet in height or less.
2. The Improvement is not more than seventy five (75) feet in width if such Improvement is greater than fifty (50) feet but not more than one hundred (100) feet in height.
3. The Improvement is not more than five (5) feet in width if such Improvement is greater than one hundred (100) feet in height.

(an Improvement that complies with all of the foregoing restrictions shall be referred to as a "Permitted Improvement"). Owner may construct such Permitted Improvements without the prior consent of Project Company. However, should Owner construct an Improvement that is determined by Project Company to violate or not be in compliance with any of the restrictions of this section, Project Company may provide notice to Owner that said Improvement must to be removed within thirty (30) days of Owner's receipt of Project Company's notice. Should Owner fail to remove the non-complying Improvement within such thirty (30) day period, Project Company may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Owner.

(d) **No Interference.** Owner shall not interfere with, and shall not allow any other party to interfere with, the free, unobstructed and natural wind flow, wind speed or wind direction over and across the Premises.

ARTICLE II. Lease Term

Section 2.1 Development Period; Operating Term; Renewal Terms

(a) **Development Period.** Project Company's rights under this Lease shall be in effect throughout the Development Period. The "Development Period" commences on the Effective Date of this Lease and expires on the date five (5) years thereafter.

(b) **Operating Term.** This Lease shall automatically be extended for the Operating Term upon the earlier of: (i) the date when at least one wind turbine installed on the Premises is a Commercially Operational Wind Turbine, as defined below (the "Operation Date"); or (ii) the date when Owner receives written notice from Project Company of Project Company's election to extend the Term for the Operating Term ("Operating Term Notice Date"), provided that either the Operation Date or the Operating Term Notice Date occurs prior to the expiration of the Development Period. The Operating Term of this Lease ("Operating Term") shall be for a period of twenty (20) years from the earlier of either the Operation Date or the Operating Term Notice Date, as applicable, unless terminated earlier in accordance with the terms of this Lease.

(c) **Renewal Term.** Project Company shall have the right, at its option, to extend the Operating Term for two (2) additional periods of twenty (20) years each (the "Renewal Term"). To exercise its option to renew the Term for a Renewal Term, Project Company must deliver a

written extension notice to Owner prior to the expiration of the Operating Term or the first Renewal Term, as applicable. Project Company must timely deliver such written notice to exercise effectively its options to extend the Term for the Renewal Term. The terms of the Lease during each Renewal Term shall be the same terms and conditions applicable during the Operating Term, except as specifically provided herein. Project Company shall have no right to extend the Term beyond the second Renewal Term. If Project Company fails timely to deliver the extension notice, this Lease shall terminate at the end of the Operating Term, and Project Company shall have no further options or rights to renew or extend the Term.

(d) **Entire Term.** The "Term" of this Lease shall be the Development Period together with, if Project Company exercises the applicable options, the Operating Term and the Renewal Term.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A Breach (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or
- (d) At the option of Project Company, thirty (30) days after Project Company's execution and delivery of written notice of termination to Owner (as to the entire Premises, or any part thereof at Project Company's option), in Project Company's sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Project Company to terminate the Lease pursuant to Article VIII; or
- (f) Pursuant to applicable law, except that if any such applicable law is amended or terminated after the date hereof, and the effect of such amendment or termination is to extend the permissible development period to or eliminate the requirement that commercial operation or the development of the potential to produce wind energy begin within a specified time period, then this Lease shall automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein.

Section 2.3 Survival of Covenants

Owner acknowledges that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease including, but not limited to, the Access Easement and Wind Easement, and Project Company's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease shall not be deemed

nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. Payments and Taxes

Section 3.1 Payments

Project Company will pay Owner according to the Payment Terms set forth in Exhibit C.

Section 3.2 Taxes, Assessments and Utilities

(a) **Owner Taxes and Assessments.** Owner shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Owner and located on the Premises. If Owner shall fail to pay any such taxes or assessments when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Owner or deduct the amount of its payment from any rent or other amount otherwise due to Owner from Project Company.

(b) **Project Company Taxes and Assessments.** Project Company shall pay all personal property taxes and assessments levied against the Wind Facilities when due, including any such taxes based on electricity production. If the real property taxes assessed to such Premises increase solely as a result of the installation of the Wind Facilities on the Premises, including any reclassification of the Premises, Project Company shall pay or reimburse Owner an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Owner provides Project Company with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating that the installation of the Wind Facilities resulted in the increase in real estate taxes for which Owner is requiring payment or reimbursement from Project Company. Owner and Project Company agree jointly to use commercially reasonable efforts to cause the Premises not to be reclassified from its present agricultural or open space exemption as a result of this Lease.

(c) **Tax Contest.** Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Project Company Utilities.** Project Company shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Project Company on the Premises.

ARTICLE IV. Project Company's Covenants

Project Company covenants, represents and warrants to Owner as follows:

Section 4.1 Mechanics Liens

Project Company shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Project Company or, at the request of Project Company, any Wind Facility on the Premises in connection with Project Company's use of the Premises. Project Company may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Project Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Project Company of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Project Company and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Project Company's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "Legal Requirements"). Project Company shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Project Company or in the names of both Project Company and Owner where appropriate or required, the validity or applicability to the Premises or Wind Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, provided Project Company reimburses Owner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Project Company has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Project Company, but Project Company shall protect Owner from Project Company's failure to observe or comply during the contest with the contested Legal Requirement.

Section 4.3 Project Company's Improvements

All Wind Facilities constructed, installed or placed on the Premises by Project Company pursuant to this Lease shall be and remain the sole property of Project Company and Owner shall have no ownership or other interest in any Wind Facilities on the Premises. The Wind Facilities are and shall remain personal property of the Project Company, notwithstanding any present or future common ownership of the Wind Facilities and the Premises. Throughout the Term, Project Company shall, at its sole cost and expense, maintain Project Company's Wind Facilities in good condition and repair, ordinary wear and tear excepted. After the construction of the Wind Facilities, Project Company shall remove any construction debris and shall restore the portions of the Premises not occupied by the Wind Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Wind Facilities. All Wind Facilities constructed, installed or placed on the Premises by Project Company pursuant to this

Lease may be moved, removed, replaced, repaired or refurbished by Project Company at any time. Project Company will pay Owner the fair market value of caliche, gravel, or water from the Premises purchased by Project Company with the consent of Owner.

Section 4.4 Removal of Project Company's Improvements

(a) **Project Company Shall Remove Wind Facilities.** At the end of the Term, including upon any early termination of the Lease, Project Company shall remove all its Wind Facilities, including foundations, to a depth of four feet below grade, within twelve (12) months from the date the Term expires or the Lease terminates. Owner grants Project Company an easement for such removal, which easement shall survive for twelve (12) months after the expiration or termination of this Lease.

(b) **Owner's Right to Remove Wind Facilities Upon Failure by Project Company.** If Project Company fails to remove any of the Wind Facilities within the required time period, such Wind Facilities shall be considered abandoned by Project Company and Owner may remove these Wind Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Project Company. In such event, if Owner removes such Wind Facilities at Owner's expense, Project Company shall reimburse Owner for all reasonable costs of removing those Wind Facilities as required by the Lease, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner.

(c) **Security for Removal.** Project Company agrees to maintain such security for removal of the Wind Facilities as is required by any applicable permits or governmental rules or regulations, if any.

Section 4.5 Hazardous Wastes

Project Company shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Project Company's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement except in such quantities as may be required in its normal business operations and only if such use is in full compliance with all Legal Requirements.

Section 4.6 Insurance

Project Company shall obtain and maintain in force the following policies of insurance covering the Wind Facilities and Project Company's activities on the Premises at all times during the Term: comprehensive general liability insurance with minimum coverage of at least \$500,000 for property damage, \$1,000,000 for bodily injury or death to any one person, and a minimum combined occurrence and annual coverage of \$2,000,000. Such insurance coverage for the Wind Facilities and Premises may be provided as part of a blanket policy that covers other wind facilities or properties as well. Any such policies shall name Owner as an additional insured and shall provide for thirty (30) days prior written notice to Owner of any cancellation or material change. Project Company shall provide Owner with copies of certificates of insurance evidencing this coverage upon request by Owner. Policies shall provide coverage for any costs of defense or

related fees incurred by Owner. No coverage is provided for liability arising out of Owner's own negligent or intentional act or omission.

Section 4.7 Gates and Fences

Project Company will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part (any such cuts will be reinforced with bracer posts on each side of the cut, and the opening will be repaired to the same quality as the existing fence); alternatively, Owner may require Project Company to install a cattle guard in lieu of any external gate used by Project Company. During construction or operation of the Windpower Facilities, Project Company will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's livestock do not stray or escape through such gates. If Owner maintains locks on exterior gates, Owner will provide Project Company with keys or with the combinations to such locks. Upon the termination of this Lease, any cattleguards or gates installed by Project Company shall become the property of Owner.

ARTICLE V. Owner Covenants

Owner covenants, represents and warrants to Project Company as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Owner is the sole owner of the Premises and Premises in fee simple and each person or entity signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Project Company herein. There are no encumbrances or liens (including farm or other tenancies) against the Premises except those which are listed on Exhibit B, attached hereto and incorporated by reference (the "Encumbrances"). Owner agrees to deliver any documents necessary to correct any title defects. All persons having any ownership interest in the Premises and Premises (including spouses) are signing this Lease as Owner. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Owner shall cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Owner's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease (including, but not limited to any Wetlands Reserve Program ("WRP") or Conservation Reserve Program ("CRP")). Owner shall also cooperate with Project Company to obtain and maintain any permits or approvals needed for the Wind Facilities. Owner shall also provide Project Company with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Project Company is not in Breach of this Lease, Project Company shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Owner or any person claiming through Owner. Owner and its activities on the Premises and any grant of rights Owner makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Project Company's rights or activities pursuant to this Lease, and Owner shall not interfere or allow interference with any of Project Company's rights or activities pursuant to this Lease, and Owner shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Wind Facilities.

Section 5.4 Exclusivity

Project Company shall have the sole and exclusive rights to install and operate Wind Facilities on the Premises, to use the Premises for wind energy purposes and to convert all of the wind resources of the Premises. In no event during the Term shall Owner construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Premises.

Section 5.5 Hazardous Materials

Owner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Owner's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Owner is permitted to conduct on the Premises and only if such use is in full compliance with all Legal Requirements. Owner represents and warrants to Project Company that, as of the date hereof, there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Premises in violation of any Legal Requirements.

Section 5.6 Mineral Rights and Lateral Support

(a) "Subsurface Interests" include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

(b) If Owner does not own 100% of the Subsurface Interests in and under the Premises, or leases the Subsurface Interests relating to Premises, then Owner shall disclose such to Project Company on Exhibit B. This Lease shall not be interpreted to prevent Owner from leasing and developing Subsurface Interests on Premises, provided that any future leasing, development or transfer of the Subsurface Interests shall be subject to this Lease. Owner shall notify Project Company as soon as Owner knows of Subsurface Interest exploration or production plans. Owner

shall cooperate with Project Company in the exercise of Owner's Subsurface Interest rights to minimize interference, at no cost to Owner.

(c) If Owner does not own 100% of the Subsurface Interests in and under the Premises, or leases the Subsurface Interests relating to Premises, Owner agrees to cooperate with Project Company's efforts to obtain a cooperation or accommodation agreement relating to the exploring, drilling, or mining for or producing of Subsurface Interests on Premises from the owner or lessee of such Subsurface Interests.

(d) If Owner owns 100% of the Subsurface Interests in and under the Premises, and does not lease the Subsurface Interests relating to Premises, Project Company shall have and exercise the right of subjacent and lateral support for the Wind Facilities on the Premises to whatever extent is necessary for the safe construction, operation and maintenance on the Wind Facilities. Owner expressly covenants that Owner shall not excavate so near the sides of or underneath the Wind Facilities as to undermine or otherwise adversely affect their stability. Neither Owner nor its successors or assigns shall be entitled to use, or authorize the use of, any portion of the surface of the Premises located within three hundred (300) feet of any existing or proposed Turbine or within one hundred (100) feet of an existing or proposed transmission line (or any other portion of the Premises that would unreasonably interfere with the use by Project Company of the Premises) for the purpose of exploring, drilling, or mining for or producing Subsurface Interests, without the prior written consent of Project Company, which consent shall not be unreasonably withheld, delayed or denied. Owner agrees that the new agreement affecting Subsurface Interests will expressly provide that such holder will not conduct any activities within the areas described in this Section 5.6 and shall not otherwise interfere with Project Company's rights under the Agreement.

Section 5.7 Operation of the Wind Facilities

Owner acknowledges and understands that the Wind Facilities to be located on the Premises, or in connection with the Project on adjacent property and which overhang the Premises, may cast shadows or flicker onto the Premises, impact the view on the Premises or on adjacent Premises or otherwise cause visual effects, and will cause or emit noise, vibration, air turbulence, wake, and electromagnetic and frequency interference. Owner covenants and agrees that the Owner shall not assert that the Wind Facilities constitute a nuisance.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the

Premises. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 6.2 Damage to Owner's Property

(a) **Crop Damage.** The parties anticipate and acknowledge that Owner or Owner's renters may suffer damage to crops on the Premises during Project Company's construction and installation of Wind Facilities on the Premises. Project Company will compensate Owner for crop loss or destruction on the Premises due to Project Company's activities. Crop damages will be calculated by the following formula:

$$\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{Crop Damages}$$

Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st prices for that crop in the county where the Premises is located (or other commonly used yield information available for the area). Yield will be the average of the previous two (2) years' yields of the same crop as the damaged crop, according to Owner's records, as received from and certified by Owner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Owner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Owner does not have yield records available, the Owner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. Payment of crop damages and/or compaction damages shall be made within thirty (30) days after determining the extent of damage. After the Operation Date, Project Company shall not be responsible to pay Owner or Owner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow crops or otherwise use the portion of the Premises occupied by Wind Facilities. Project Company shall not be responsible for paying any compensation to Owner arising out of Owner's inability to grow future crops on the Premises or Owner's inability to use the Premises for any other purpose. No payments are payable to any party under this section in connection with any meteorological towers installed on the Premises by Project Company, which are governed solely by the provisions of Section 3.1 of this Lease.

(b) **Drain Tile or Irrigation System Damage.** Project Company will take commercially reasonable steps to avoid damaging any tile lines or irrigation systems on the Premises. Project Company agrees to repair, replace and/or reroute underground tile lines damaged during construction or operation of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement or rerouting of tile or irrigation systems prior to being covered with topsoil.

Section 6.3 Conservation Reserve Program

If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Project Company with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Project Company shall reimburse Owner for (a) any rental payments, or portion thereof, Owner would have received from the U.S. Department of Agriculture but for the construction of the Wind Facilities on the Premises and (b) the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by, the U.S. Department of Agriculture as a result of the construction of the Improvements on the Premises. Owner shall cooperate with Project Company in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Wind Facilities on the Premises covered by a CRP Contract.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

(a) **Project Company Right to Mortgage Leasehold Interest.** Project Company may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender") without the consent of Owner. Any Lender shall have no obligations under this Lease until such time as it exercises its rights to acquire Project Company's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Project Company directly. Project Company shall undertake reasonable efforts to notify Owner of the identity and notice address for any Lender, but failure to do so shall not be considered a default hereunder.

(b) **Amendment Requires Lender Consent.** Owner and Project Company agree that, once all or any part of Project Company's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Project Company Default.** Owner agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Project Company under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent a Breach by Project Company and any forfeiture of any of Project Company's rights under this Lease as if done by Project Company itself.

(d) **Notice from Owner to Lender in Case of Project Company Default.** During the time all or any part of Project Company's interests in the Lease are mortgaged or assigned to any Lender, if Project Company defaults under any of its obligations and Owner is required to give Project Company notice of the default Owner shall also be required to give Lender notice of the default. If Owner becomes entitled to terminate this Lease due to an uncured default by Project Company, Owner will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at

least thirty (30) days from such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Owner that it must foreclose on Project Company's interest or otherwise take possession of Project Company's interest under this Lease in order to cure the default, Owner shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Project Company's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Project Company. The time within which Lender must foreclose or acquire Project Company's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Project Company's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Owner nor constitute a Breach or default of this Lease by Project Company, and upon the completion of the acquisition or conveyance Owner shall acknowledge and recognize Lender as Project Company's proper successor under this Lease upon Lender's cure of any existing Project Company defaults and assumption of the obligations of Project Company under this Lease prospectively.

(f) **New Lease.** In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Owner agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Project Company or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Project Company or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Project Company, or Lender, shall (i) pay Owner any amounts which are due Owner from Project Company, (ii) pay Owner any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Project Company under this Lease to the extent Project Company failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment of Project Company's Interest

Project Company and any successor or assign of Project Company shall at all times have the right, without need for Owner's consent, to do any of the following, conditionally or unconditionally, with respect this Lease or to all or any portion of the Premises: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Project Company's this Lease, or any right or interest in this Lease, or any or all right or interest of Project Company in the Premises or in any or all of the Wind

Facilities that Project Company or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Project Company; and (iii) Project Company shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Project Company assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Project Company shall have no continuing liability.

Section 7.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The Wind Easement and all other easements and related rights granted by Owner in this Lease to Project Company are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Project Company, and its successors and assigns, as owner of the rights created by the Wind Easement and such other easements. The Access Easement, the Wind Easement and other rights granted Project Company by Owner in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Wind Easement and, as between the Premises and other tracts of property on which Project Company may locate Wind Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the Wind Easement, the Access Easement and all other rights granted to Project Company in this Lease shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, the Access Easement and the Wind Easement shall inure to the benefit of Project Company and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Project Company's construction, installation or operation of Wind Facilities on the Premises, at Project Company's option, the parties shall either amend this Lease to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Lease to Project Company, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 8.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Owner, except that Project Company shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Wind Facilities or the loss of any such Wind Facilities or the use of the Premises pursuant to the Lease. Project Company shall have the right to participate in any condemnation proceedings to this extent.

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ARTICLE IX. Default/Termination

Section 9.1 Events of Default

Each of the following shall constitute a "**Breach**" that shall permit the nondefaulting party to terminate this Lease or pursue other remedies available at law or equity.

- (i) any failure by Project Company to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Owner;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Project Company shall peaceably surrender the Premises to Owner and remove all Wind Facilities from the Premises at Project Company's expense within twelve months from the date the Lease expires or is terminated. For the period between the date of termination or expiration of this Lease and the date on which Project Company completes removal of the Wind Facilities as required under Section 4.4 of this Lease, Project Company shall continue to pay Turbine Rent for each Commercially Operational Wind Turbine installed on the Premises.

Section 9.3 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Project Company to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Project Company for such breach, and therefore, Owner agrees that Project Company shall have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Project Company has no adequate remedy at law, and that an order of specific performance may be granted in favor of Project Company.

Section 9.4 Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND PROJECT COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

Section 9.5 Waiver of Jury Trial

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR SUCH AGREEMENTS. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Owner: Max Heintz, Trustee
Dorothy Heintz, Trustee
315 Westwood Drive
Nevada, IA 50201-2258

To Project Company: GWE, LLC
715 Ashland Ave.
Chariton, IA 50049

With a copy to: Daniel Yarano
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Section 10.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Project Company or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon

either party. Owner and Project Company shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Owner and Project Company and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. Without intending to limit the foregoing, this Lease supersedes any and all prior lease agreements between the parties hereto with respect to the Premises, including without limitation that certain Land Lease and Wind Easement dated July 28, 2011, between Owner and Project Company with respect to the Premises and that certain Memorandum of Land Lease and Wind Easement dated July 28, 2011, between Owner and Project Company with respect to the Premises (collectively, the "**Prior Lease**"), and the Prior Lease is hereby terminated and shall have no further force or effect. This Lease may not be amended except in a writing executed by both parties.

Section 10.4 Governing Law

This Lease is made in and shall be governed by the laws of the state of Iowa, and the venue for any dispute shall be the county in which the Premises is located. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Project Company deems it to be necessary or desirable to meet legal or regulatory requirements, Project Company may request that Owner reexecute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner shall execute and enter into the new lease with Project Company or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease shall be amended to correct the inaccuracies or insufficiencies.

Section 10.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver

would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Project Company makes any overpayments to Owner hereunder, Project Company shall offset the amount of such overpayments to Owner against future payments due to Owner from Project Company hereunder.

Section 10.7 Force Majeure

Neither Owner nor Project Company shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 10.8 Confidentiality

Owner shall maintain in the strictest confidence, for the benefit of Project Company and any assignee or transferee of Project Company, all information pertaining to the financial terms of or payments under this Lease, Project Company's site or product design, methods of operation, methods of construction, power production or availability of the Wind Facilities, and the like, whether disclosed by Project Company, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Project Company, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Lease; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Owner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Project Company and any assignee or transferee of Project Company. The provisions of this Section 10.8 shall survive the termination or expiration of this Lease.

Section 10.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Project Company's option, Owner and Project Company shall amend this Lease or replace it with a different instrument so as to convert Project Company's interest in the Premises to a substantially similar interest that makes Project Company eligible for such tax credit, benefit or incentive.

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Section 10.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 10.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.12 Memorandum of Lease

Owner and Project Company shall execute in recordable form and Project Company shall then record a memorandum of this Lease in the form attached hereto. Owner hereby consents to the recordation of the interest of an assignee in the Premises.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 15 day of AUG, 2011.

PROJECT COMPANY
GWE, LLC

By: [Signature]
Name: Kurtis K. Sherer
Its: Vice President

OWNER

[Signature]
Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999

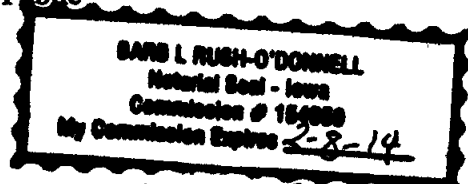
[Signature]
Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999

STATE OF IOWA)
) ss.
COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999.

[Signature]
Notary Public

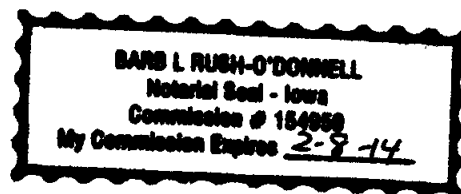
STATE OF IOWA)
) ss.
COUNTY OF STORY)



The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Kurtis K. Sherer, the Vice President of GWE, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

This instrument was drafted by:
Fredrikson & Byron, P.A. (KLC)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425



X1 1922

EXHIBIT A

DESCRIPTION OF PREMISES

That part of the West Half of the Southwest Quarter of Section 13, Township 83 North, Range 23, West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter of the Northwest Quarter of Section 13, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

EXHIBIT B

ENCUMBRANCES AND OTHER MATTERS

1. Is Owner signing this Lease pursuant to a Power of Attorney? Is any Owner under Guardianship? If yes, please provide details.

Name of Power of Attorney or Guardian: NA
Address/Phone No.: NA

2. Is the Premises being rented/used by a tenant, such as a crop tenant?

Name of Tenant(s): DAVE BALLANTYNE
Address/Phone No.: 515 450 2154
Type of Tenancy: CASH RENT
Term of Tenancy: 1 yr.

3. Is the Premises held pursuant to a life tenancy?

Name of Life
Tenant(s): NA NO
Address/Phone No.: NA

4. Is the Premises under contract for deed (recorded or unrecorded)?

Name of Contract Seller: NA
Address/Phone No.: NA
Name of Contract Buyer: NA
Address/Phone No.: NA

5. Is any interest in the Premises subject to probate? NO NO

6. Are there any mortgages or other liens against the Premises?

Name of
Lender: NA NO
Address/Phone No.: _____
Loan Number: _____ Contact Person: _____
Approximate Balance Owed: _____ Payment Status: _____
Name of Lender: _____
Address/Phone No.: _____
Loan Number: _____ Contact Person: _____
Approximate Balance Owed: _____ Payment Status: _____

7. Is the Premises currently subject to any easements (recorded or unrecorded)?

Name of Holder: Magellan Pipeline Company
Address/Phone No: P. O. Box 22186, MD 27-4 (S. Guthrie), Tulsa, Oklahoma 74121-2186, 918/574-7350
Type of Easement: Pipeline

8. Is the Premises under any Options or Purchase Agreements (recorded or unrecorded)?

NO NO

9. Is the Owner subject to any pending actions, such as judgments, tax liens, bankruptcies, divorces? If so, please describe. _____NO_____
10. Is there drain tile or center point irrigation system on the Premises? If so, please describe. _____No irrigation but there is tile_____
11. Does the Premises have any environmental problems? If yes, please describe. _____NO_____
12. Is the Premises in CRP or WRP Program? If so, please describe. _____NO_____
13. Are there any Unpaid Taxes assessed against the Premises? _____NO_____
14. Is there hunting on the Premises? If so, please describe. _____NO_____
15. Does Owner own the mineral rights to the Premises (including oil and gas)? _____YES_____
- If not, who is the owner of the mineral rights? _____
16. Is the Premises affected by any agreements relating to the mineral rights on the Premises (including oil and gas)? If so, please describe the agreements. _____NO_____
17. Is the Premises part of any conservation program, such as CRP or wetlands preservation? If so, please describe. _____NO_____
18. Is Owner aware of any title issues or other encumbrances against the Premises? If so, please describe. _____NO_____

EXHIBIT C

PAYMENT TERMS

Payment	Description of Payment	Timing of Payment
Development Period Rent and Easement Consideration	Project Company shall pay to Owner a one-time payment of \$10 as consideration for the Development Period.	The Development Period Rent shall be due within sixty (60) days after the Effective Date.
Turbine Rent	Project Company shall pay to Owner, on an annual basis, a wind turbine rental payment in the amount of \$4,000 per nameplate megawatt rating per wind turbine installed on the Premises by Project Company (the "Turbine Rent").	The Turbine Rent shall be payable commencing upon the earlier of the commencement of construction of the Wind Facilities or the commencement of the Operating Term, whichever is first (the "Rent Commencement Date"), until the termination or expiration of the Agreement. The first Turbine Rent payment shall be made within thirty (30) days of the Rent Commencement Date, and subsequent Turbine Rent payments shall be due on or before February 15th of each calendar year. Any Turbine Rent payments for less than a full twelve month period shall be prorated based on the actual number of days in the applicable period.

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MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT ("Memorandum of Lease") is entered into this 15 day of Aug, 2011, by and between Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999 (hereinafter "Owner"), and GWE, LLC, a Delaware limited liability company, and its successors and assigns (hereinafter "Project Company").

RECITALS:

A. Owner and Project Company have entered into a certain Land Lease and Wind Easement dated Aug 15, 2011 (the "Lease Agreement"), whereby Owner has agreed to lease to Project Company certain real property, together with access easement rights and a wind easement across said premises in the County of Story, State of Iowa, and being more particularly described in Schedule A attached hereto and made a part hereof (the "Premises").

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Project Company have entered into the Lease Agreement dated Aug 15, 2011 (the "Effective Date") to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Project Company has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date (the "Development Period"). The Lease Agreement shall

automatically be extended for an Operating Term, as defined below, upon the earlier of (i) the date when at least one wind turbine installed on the Premises is a Commercially Operational Wind Turbine, as defined therein ("**Operation Date**"); or (ii) date when Owner receives written notice from Project Company of Project Company's election to extend the term of the Lease Agreement for the Operating Term ("**Operating Term Notice Date**"). The Operating Term of the Lease Agreement ("**Operating Term**") is twenty (20) years from the earlier of either of the Operation Date or the Operating Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Project Company has a right to extend the Operating Term for two (2) additional periods of twenty (20) years each upon written notice to Owner.

3. Owner shall have no ownership and other interest in any windpower facilities installed on the Premises by Project Company and Project Company may remove any or all windpower facilities at any time.

4. The Lease Agreement and the easement and rights granted Project Company therein shall burden the Premises and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Project Company and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Project Company, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

PROJECT COMPANY

GWE, LLC

By: [Signature]
Name: Kurtis K. Sherer
Its: Vice President

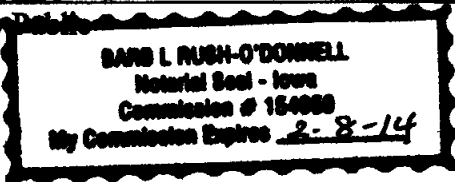
OWNER

[Signature]
Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999

[Signature]
Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999

STATE OF IOWA)
) ss.
COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999.

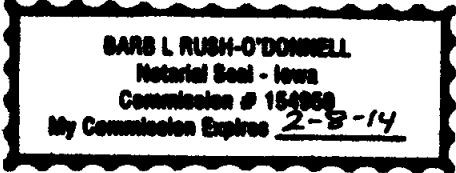
[Signature]
Notary Public


STATE OF IOWA)
) ss.
COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Kurtis K. Sherer, the Vice President of GWE, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

This instrument was drafted by:
Fredrikson & Byron, P.A. (KLC)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425



Schedule A
TO MEMORANDUM OF LAND LEASE AND WIND EASEMENT

Legal Description of Premises

That part of the West Half of the Southwest Quarter of Section 13, Township 83 North, Range 23, West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter of the Northwest Quarter of Section 13, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

4797700_5.DOC

STATE OF IOWA

COUNTY OF STORY

)
) ss
)

CERTIFICATE OF TRUST

Dorothy J. Heintz, a/k/a Dorothy Jean Heintz, being first duly sworn, on oath says:

1. The name of the Trust is the Dorothy J. Heintz Revocable Trust, a/k/a the Dorothy Jean Heintz Revocable Trust;
2. The date of the Trust Instrument is September 2, 1999;
3. The name of the Settlor is Dorothy J. Heintz, a/k/a Dorothy Jean Heintz;
4. The name of the original Trustee is Dorothy J. Heintz, a/k/a Dorothy Jean Heintz;
5. The name and address of the Trustee empowered to act under the Trust Instrument as of the date hereof is Dorothy J. Heintz.
6. The Trustee is authorized by the Trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following (if none, so indicate): none;
7. Any other Trust provisions the undersigned wishes to include: none;
8. The Trust has not terminated.

The statements contained in this Certificate of Trust are true and correct, as of the date hereof, and there are no other provisions in the Trust Instrument or amendments thereto that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal property.

The remainder of this page is intentionally blank.

Dorothy J. Heintz
Dorothy J. Heintz

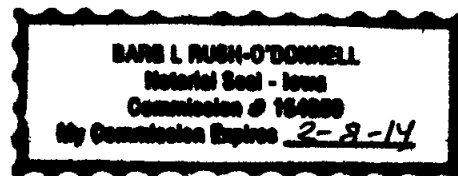
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Fredrikson & Byron, P.A. (KLC)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Subscribed and sworn to before me this _____
day of 8-15-011, 2011.

Barbara O'Donnell
Notary Public

4797773_3.DOC



[Space Above this Line for Recording Office Use Only]

STATE OF IOWA

COUNTY OF STORY

)
) ss.

AFFIDAVIT OF TRUSTEE

Max E. Heintz, being first duly sworn on oath says that:

1. Affiant is the Trustee named in that certain Certificate of Trust dated AUG 15, 2011, to which this Affidavit is attached, executed by Affiant, and which relates to the following real property:

That part of the West Half of the Southwest Quarter of Section 13, Township 83 North, Range 23, West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter of the Northwest Quarter of Section 13, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

2. The name and address of the Trustee empowered by the Trust Instrument to act at the time of the execution of this Affidavit is as follows:

Max E. Heintz
315 Westwood Drive
Nevada, IA 50201-2258

3. The Trustee who has executed that certain Land Lease and Wind Easement relating to the real property described above between Max E. Heintz, as Trustee, and GWE, LLC, a Delaware limited liability company dated AUG 15, 2011:

- (a) is empowered by the provisions of the Trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real property held in trust; and
- (b) is the requisite number of trustees required by the provisions of the Trust Instrument to execute and deliver such instruments.

4. The Trust has not terminated and has not been revoked

5. There has been no amendment to the Trust Instrument which limits the power of the Trustee to execute and deliver the instruments described in paragraph 3.
6. The Trust is not supervised by any court.
7. Affiant does not have actual knowledge of any facts indicating that the Trust is invalid.

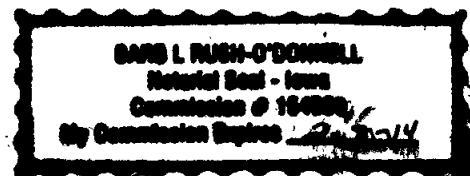
Max E. Heintz
Max E. Heintz

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Fredrikson & Byron, P.A. (KLC)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Subscribed and sworn to before me this 15th
day of August, 2011.

David L. O'Donnell
Notary Public



David L. O'Donnell

[Space Above this Line for Recording Office Use Only]

STATE OF IOWA)
COUNTY OF STORY) ss.

AFFIDAVIT OF TRUSTEE

Dorothy J. Heintz, a/k/a Dorothy Jean Heintz, being first duly sworn on oath says that:

1. Affiant is the Trustee named in that certain Certificate of Trust dated AUG 15, 2011, to which this Affidavit is attached, executed by Affiant, and which relates to the following real property:

That part of the West Half of the Southwest Quarter of Section 13, Township 83 North, Range 23, West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter of the Northwest Quarter of Section 13, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

2. The name and address of the Trustee empowered by the Trust Instrument to act at the time of the execution of this Affidavit is as follows:

Dorothy J. Heintz
315 Westwood Drive
Nevada, IA 50201-2258

3. The Trustee who has executed that certain Land Lease and Wind Easement relating to the real property described above between Dorothy J. Heintz, as Trustee, and GWE, LLC, a Delaware limited liability company dated AUG 15, 2011:

- (a) is empowered by the provisions of the Trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real property held in trust; and
(b) is the requisite number of trustees required by the provisions of the Trust Instrument to execute and deliver such instruments.

4. The Trust has not terminated and has not been revoked

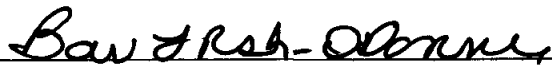
5. There has been no amendment to the Trust Instrument which limits the power of the Trustee to execute and deliver the instruments described in paragraph 3.
6. The Trust is not supervised by any court.
7. Affiant does not have actual knowledge of any facts indicating that the Trust is invalid.

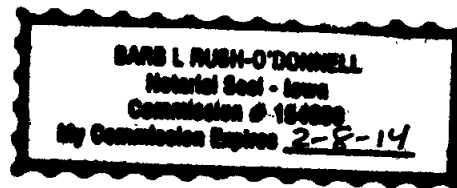

Dorothy J. Heintz

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Fredrikson & Byron, P.A. (KLC)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Subscribed and sworn to before me this _____
day of 9-15-01, 2011.


Notary Public



STATE OF IOWA

)

) ss

COUNTY OF JONES)

CERTIFICATE OF TRUST

Max E. Heintz, being first duly sworn, on oath says:

1. The name of the Trust is the Max E. Heintz Revocable Trust;
2. The date of the Trust Instrument is September 2, 1999;
3. The name of the Settlor is Max E. Heintz;
4. The name of the original Trustee is Max E. Heintz;
5. The name and address of the Trustee empowered to act under the Trust Instrument as of the date hereof is Max E. Heintz.
6. The Trustee is authorized by the Trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following (if none, so indicate): none;
7. Any other Trust provisions the undersigned wishes to include: none;
8. The Trust has not terminated.

The statements contained in this Certificate of Trust are true and correct, as of the date hereof, and there are no other provisions in the Trust Instrument or amendments thereto that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal property.

The remainder of this page is intentionally blank.

Pg. 37

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

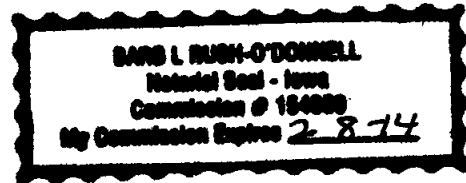
Fredrikson & Byron, P.A. (KLC)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

4797678_3.DOC

Max E. Heintz
Max E. Heintz

Subscribed and sworn to before me this 15th
day of August, 2011.

Barb L. Rush-O'Donnell
Notary Public



Pg. 38

RETURN TO:

GWE LLC
715 ASHLAND AVE
CHARITON IA 50049

Instrument: 2011- 00010989
Date: Nov 03, 2011 03:15:16P
H Rec Fee: 25.00 E-Com Fee: 1.00
D Aud Fee: .00 Trans Tax: .00
G Rec Management Fee: 1.00
R Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

This document was prepared by:

Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, MN 55402

612-492-7227

~~After recording return to:~~

Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, MN 55402 (MJS)

**TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT ELECTRIC LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned GRANTOR(S), **Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999, and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999** (collectively, "**Grantors**"), in exchange for valuable consideration as recited herein, hereby grant, bargain, sell, and convey to **GWE, LLC**, a Delaware limited liability company ("**Grantee**"), its agents, contractors, employees, and assigns, a temporary construction easement and a permanent easement over a portion of the property owned by GRANTOR(S) and described on the attached Exhibit "A." (ms) The temporary construction easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment during the construction and placement of an electric distribution line and appurtenant facilities as described herein, and the permanent easement will be for the construction, installation, operation, maintenance, repair, upgrading, relocation, replacement and removal of underground and/or aboveground transmission lines for the transmission of electricity and related and appurtenant facilities on said property.

The temporary construction easement granted to Grantee herein shall be over, upon, across and under the portion of property described as shown on the attached Exhibit "A" as the "Temporary Easement Area," and shall include the right of ingress and egress across the "Grantor's Property" described on Exhibit "A" to and from the easement area, and shall specifically allow Grantee the right to access and occupy the Temporary Easement Area in connection with the construction of an electric line, including any other facilities as may be necessary in order to properly support, operate, and maintain the electric line. The Permanent Easement granted to Grantee herein shall be over, upon, across and under the property described as shown on the attached Exhibit "A" as the "Permanent Easement Area," and shall include the right of ingress and egress over the Grantor's Property to and from the Permanent Easement Area, and shall specifically allow Grantee the right to construct, operate, maintain, remove, replace, upgrade, reconstruct, relocate

and repair underground and/or aboveground electric transmission lines and appurtenant facilities and equipment, including without limitation poles, wires, cables, conduit, cross arms, insulators, footings, guys, anchors, and such other facilities as may be necessary in order to properly support, operate, and maintain the electric line, within the Permanent Easement Area.

1. All materials and equipment and facilities placed by Grantee in either the temporary or permanent easement area shall be owned by and remain the property of Grantee.

2. Grantee shall construct, operate, and maintain the electric line and all appurtenant facilities in accord with the requirements of the National Electric Safety Code, the Iowa Electric Safety Code, and the Rules and Regulations of the Iowa Utilities Board, to the extent that such codes, rules and regulations apply to Grantee.

3. Grantee shall have the right to cut, trim, remove and dispose of trees, vegetation and shrubbery within the Temporary Easement Area and Permanent Easement Area to the extent necessary so that, in the reasonable opinion of Grantee, they will not interfere with or endanger the operation or maintenance of the electric transmission line or with Grantee's exercise of its other rights hereunder.

4. Grantors agree that they will not place, or allow to be placed any building, structure, or object of any kind within the Temporary Easement Area or Permanent Easement Area without specific written authorization from Grantee.

5. In addition to the easements and easement areas described above, Grantors grant to Grantee the right of ingress and egress over and across "Grantee's Property" described on Exhibit "A" to and from the Temporary Easement Area and the Permanent Easement Area in order to permit Grantee to perform construction and maintenance work on the electric line and to exercise its other rights hereunder.

6. In consideration for the easement rights granted to Grantee pursuant to this Agreement, Grantee shall pay Grantor the amount of \$ 4,672.00 upon the recording of this Easement Agreement with the Story County Recorder, which includes compensation for all rights granted to Grantee hereunder including the right granted to Grantee to cut, trim, remove and dispose of trees, vegetation and shrubbery within the easement areas. In addition to said compensation, Grantee shall also pay Grantors for all damage to the property of Grantors caused by Grantee constructing, maintaining, replacing, rebuilding, repairing, or removing said electric line. Payment for damages shall be made at the completion of the work performed by Grantee which resulted in said damages.

7. The temporary construction easement created by this Agreement shall temporarily terminate thirty (30) days after the electric line has been placed in service, but shall also be effective from time to time in the future during the maintenance, repair, replacement, upgrading, relocation and/or removal of the electric transmission lines and related facilities described herein. The permanent easement created by this Agreement shall be permanent and perpetual. Both the permanent and temporary easements created by this Agreement shall be binding upon Grantors and Grantee, and their respective successors, heirs, beneficiaries, devisees, grantees, tenants, and

assigns, and shall run with the land.

8. Grantors agree that they will not place, or allow to be placed any building, structure, or object of any kind within the temporary easement area during the period of construction without specific written authorization from Grantee, and will not place or allow to be placed any building, structure, or object of any kind within the permanent easement area which will interfere with or endanger the operation or maintenance of the electric line.

9. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the electric line for which this easement is granted.

10. Grantors represent and warrant to Grantee that they own fee simple title to the Grantor's Property, the Temporary Easement Area and the Permanent Easement Area, that such property is not encumbered by any mortgage or other lien, and that Grantors may execute and deliver this easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

[Signature page follows]

This Temporary Construction Easement and Permanent Electric Line Easement is executed and delivered by Grantors this 27 day of OCT, 2011.

GRANTORS

Max E. Heintz
Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999

Dorothy J. Heintz
Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999

STATE OF Iowa)
COUNTY OF Story) ss.

The foregoing instrument was acknowledged before me this 27th day of October, 2011, by Max E. Heintz as trustee of the Max E. Heintz Revocable Trust Agreement dated September 2, 1999 and Dorothy J. Heintz as trustee of the Dorothy J. Heintz Revocable Trust Agreement dated September 2, 1999.

Barb L. Rush-O'Donnell
Notary Public
My commission expires: 2-8-14

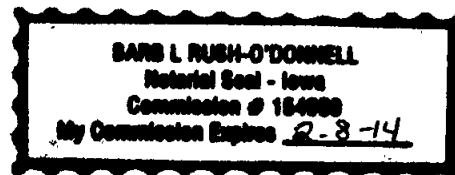


EXHIBIT A

Legal Descriptions of Temporary Easement Area, Permanent Easement Area, and Grantor's Property

TEMPORARY EASEMENT AREA - LEGAL DESCRIPTION

THE SOUTH 25.00 FEET OF THE NORTH 58.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA EXCEPT THE WEST 552.34 FEET THEREOF.

PERMANENT EASEMENT AREA - LEGAL DESCRIPTION:

THE SOUTH 15.00 FEET OF THE NORTH 48.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA EXCEPT THE WEST 552.34 FEET THEREOF.

GRANTOR'S PROPERTY - LEGAL DESCRIPTION:

That part of the West Half of the Southwest Quarter of Section 13, Township 83 North, Range 23, West of the 5th P.M., Story County, Iowa, lying North of the Right-of-way of the Chicago, Rock Island & Pacific Railroad and the Southwest Quarter of the Northwest Quarter of Section 13, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

Instrument #: 2018-02242

03/23/2018 08:46:47 AM Total Pages: 11

A02 ASSIGNMENT

Recording Fee: \$ 932.00

Stacie Herridge, Recorder, Story County Iowa



NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PREPARED BY:
KPL Northern States, LLC
Attn: ROW Group
4111 East 37th Street North
Wichita, Kansas 67220
Phone: (316) 828-6019

WHEN RECORDED RETURN TO:
KPL Northern States, LLC
Attn: ROW Group
4111 East 37th Street North
Wichita, Kansas 67220

ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This Assignment and Assumption of Easements ("Assignment"), is made as of December 1, 2017, by and between KOCH PIPELINE COMPANY, L.P., a Delaware limited partnership ("Assignor"), and KPL NORTHERN STATES, LLC, a Delaware limited liability company ("Assignee"), whose address 4111 East 37th Street North, Wichita, Kansas 67220.

WHEREAS, Assignor wishes to convey and Assignee wishes to assume certain assets, including, without limitation, the easements, surface use rights and rights-of-way lying, being, and situated in Story County in the State of Iowa as listed on Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Easements").

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, transfers and assigns all of the Easements to Assignee free and clear of all Liens (as defined below) other than Permitted Exceptions (as defined below), subject to the provisions contained in this Assignment.
2. Assignee hereby assumes, accepts and agrees to timely perform and discharge in accordance with their respective terms any and all of the obligations under the Easements that

initially occur and are attributable solely to the period after the date of this Assignment and that do not relate to or arise out of any breach of such Easement prior to the date of this Assignment.

3. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

4. Governing Law.

a. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive laws of any jurisdiction other than Delaware.

5. Captions. The captions and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

6. Counterparts. This Assignment may be executed in one or more originals, but all of which together shall constitute one and the same instrument.

7. Definitions. For purposes of this Assignment, the following terms will have the meanings defined below:

a. "Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, right of first offer, easement, servitude or transfer restriction.

b. "Permitted Exceptions" means (i) statutory liens for current taxes, assessments or other governmental charges not yet due and payable; (ii) restrictions on transfer with respect to which written consents or waivers are obtained and delivered to Assignee prior to the date of this Assignment; (iii) easements, rights-of-way, servitudes, permits, licenses, surface leases, covenants, prescriptive rights, restrictions, encroachments, discrepancies, gaps, claims or other similar matters filed of record in the real property records of Story County, Iowa, affecting title to the Easements, to the extent (but no further) that each such matter is valid and subsisting as of the date of this Assignment and does not, individually or in the aggregate, impair the operation of the Easements as presently conducted; (iv) building codes, zoning, entitlement and other land use and environmental regulations by any governmental body; and (v) Liens created by Assignee or its representatives or its successors or assigns. "Permitted Exceptions" shall not include any Lien granted or conveyed by Assignor or any affiliate of Assignor except as expressly set forth in the Easements.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

KOCH PIPELINE COMPANY, L.P., ^{11/10}

By: Koch Pipeline Company, LLC,
its General Partner

By: 

Name: Stephen Kromer

Title: President

KPL NORTHERN STATES, LLC ^{11/10}

By: 

Name: Randy Lenz

Title: President

STATE OF KANSAS)
) ss.
COUNTY OF SEDWICK)

The foregoing instrument was acknowledged before me this 29 day of November 2017, by Stephen Kromer as President of Koch Pipeline Company, LLC, the general partner of Koch Pipeline Company, L.P., a Delaware limited partnership, on behalf of the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Julie M. Smith

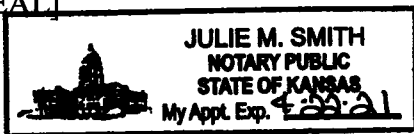
Notary Public Signature

Print Name: Julie M. Smith

My Commission Expires:

April 22, 2021

[SEAL]



STATE OF Minnesota)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 30 day of November, 2017, by Randy Lenz as President of KPL Northern States, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Cheryl Husman
Notary Public Signature
Print Name: Cheryl Husman

My Commission Expires:

Jan 31 2022

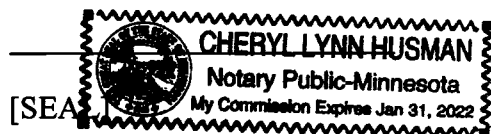


Exhibit "A"

Tract	Document	Date	GRANTOR	GRANTEE	Rec. Book	Rec. Page	Formatted Legal
2674	RIGHT OF WAY EASEMENT	8/26/1930	GROSECLOSE, ORA J.	GREAT LAKES PIPE LINE COMPANY	45	434	SENE & SE except West 64 rods in S35-T82N-R23W

Exhibit "A"

2674	R/W AMENDMENT	9/17/1980	GROSECLOSE, ORA J.	WILLIAMS PIPE LINE COMPANY	168	112	East 96 rods in SE-S35-T82N-R23W
2675	RIGHT OF WAY EASEMENT	8/8/1949	LARKIN, FOREST G.	GREAT LAKES PIPE LINE COMPANY	68	165	NENE-S35-T82N-R23W
2675	R/W AMENDMENT	9/17/1980	LARKIN, FOREST G.	WILLIAMS PIPE LINE COMPANY	168	114	NENE-S35-T82N-R23W
2676	RIGHT OF WAY EASEMENT	6/1/1937	EQUITABLE LIFE INSURANCE COMPANY	GREAT LAKES PIPE LINE COMPANY	53	161	South 87 acres lying South of Railroad in the SE-S26-T82N-R23W
2676	RIGHT OF WAY EASEMENT	10/18/1949	HUSER, GEO. H.	GREAT LAKES PIPE LINE COMPANY	68	365	South 87 acres lying South of Railroad in the SE-S26-T82N-R23W
2676	R/W AMENDMENT	9/15/1980	CLYDE BLACK & SON, INC. IOWA DEPT. OF	WILLIAMS PIPE LINE COMPANY	168	116	Portion lying South of Railroad in the SE-S26-T82N-R23W, except 10 acres
2676X	ROAD CROSSING PERMIT	5/20/1993	TRANSPORTATION	KOCH PIPELINES, INC.			NENE-S35-T82N-R23W & SESE-S26-T82N-R23W
2677XI	RIGHT OF WAY EASEMENT	10/14/1949	LOWE, LURA J.	GREAT LAKES PIPE LINE COMPANY	68	360	Portion lying North of Railroad in the N2SE-S26-T82N-R23W, except Lots 0 & 1 for Cemetery & Church
2677XI	R/W AMENDMENT	9/15/1980	CLYDE BLACK & SON, INC.	WILLIAMS PIPE LINE COMPANY	168	120	Portion lying North of Railroad in the N2SE-S26-T82N-R23W, except Lots 0 & 1 for Cemetery & Church
2678XI	RIGHT OF WAY EASEMENT	10/6/1949	GRIFFITH, FRANK E.	GREAT LAKES PIPE LINE COMPANY	68	239	SENE-S26-T82N-R23W
2679XI	RIGHT OF WAY EASEMENT	10/7/1949	PRICE, WILLIAM O.	GREAT LAKES PIPE LINE COMPANY	68	240	NENE-S25-T82N-R23W
2680XI	RIGHT OF WAY EASEMENT	10/13/1949	LONGNECKER, MORRIS R.	GREAT LAKES PIPE LINE COMPANY	68	241	SESE except RR in S23-T82N-R23W
2680X2	RIGHT OF WAY EASEMENT	10/28/1949	BULAND, O. A.	GREAT LAKES PIPE LINE COMPANY	68	361	NESE except RR in S23-T82N-R23W
2682	RIGHT OF WAY EASEMENT	12/31/1930	BACKOUS, JOHN	GREAT LAKES PIPE LINE COMPANY	45	523	NE-S23-T82N-R23W
2683	RIGHT OF WAY EASEMENT	12/31/1930	SESKER, CARL	GREAT LAKES PIPE LINE COMPANY	45	521	E2SE-S14-T82N-R23W
2684	RIGHT OF WAY EASEMENT	10/29/1930	SHUGART, P. E.	GREAT LAKES PIPE LINE COMPANY	45	441	S2SE-S11-T82N-R23W & NE-S14-T82N-R23W
2685	RIGHT OF WAY EASEMENT	10/28/1949	BULAND, O. A.	GREAT LAKES PIPE LINE COMPANY	68	362	NWNW-S13-T82N-R23W
2686	RIGHT OF WAY EASEMENT	12/31/1930	PROCTOR, FANNIE	GREAT LAKES PIPE LINE COMPANY	45	522	SW-S12-T82N-R23W
2686	RIGHT OF WAY EASEMENT	4/7/1937	PROCTOR, FANNIE	GREAT LAKES PIPE LINE COMPANY	53	61	SW-S12-T82N-R23W
2686	R/W AMENDMENT	7/28/1980	REPERTINGER, GENIECE	WILLIAMS PIPE LINE COMPANY	166	224	SW-S12-T82N-R23W
2686	R/W AMENDMENT	6/25/1980	BARTRUG, HELEN G.	WILLIAMS PIPE LINE COMPANY	165	183	SW-S12-T82N-R23W
2686	R/W AMENDMENT	7/23/1980	TAYLOR, RICHARD	WILLIAMS PIPE LINE COMPANY	166	160	SW-S12-T82N-R23W
2687	RIGHT OF WAY EASEMENT	8/23/1930	EMERSON, ELMER	GREAT LAKES PIPE LINE COMPANY	45	443	NW-S12-T82N-R23W
2687	RIGHT OF WAY EASEMENT	9/15/1930	EMERSON, ALFRED	GREAT LAKES PIPE LINE COMPANY	45	442	NW-S12-T82N-R23W
2687	RIGHT OF WAY EASEMENT	12/19/1930	EMERSON, WALTER	GREAT LAKES PIPE LINE COMPANY	45	503	NW-S12-T82N-R23W

2687	RIGHT OF WAY EASEMENT	5/28/1937	EQUITABLE LIFE INSURANCE COMPANY OF IOWA	GREAT LAKES PIPE LINE COMPANY	53	148	NW-S12-T82N-R23W
2687	R/W AMENDMENT	6/18/1980	PHARES, CRAIG	WILLIAMS PIPE LINE COMPANY	165	181	W2NW-S12-T82N-R23W
2687	R/W AMENDMENT	6/24/1980	NELSON, STEPHEN	WILLIAMS PIPE LINE COMPANY	166	162	W2NW-S12-T82N-R23W
2687	R/W AMENDMENT	7/11/1980	BROMANN, KARL	WILLIAMS PIPE LINE COMPANY	166	168	W2NW-S12-T82N-R23W
2688	RIGHT OF WAY EASEMENT	8/23/1930	BARKER, C. D.	GREAT LAKES PIPE LINE COMPANY	45	444	SW-S1-T82N-R23W
2688	RIGHT OF WAY EASEMENT	5/8/1937	BARKER, CHAS D.	GREAT LAKES PIPE LINE COMPANY	53	113	SW-S1-T82N-R23W
2688	R/W AMENDMENT	6/20/1980	SHILL, J. WESLEY	WILLIAMS PIPE LINE COMPANY	165	149	N2SW except North 343 feet of the West 316 feet in S1-T82N-R23W
2688-A	R/W AMENDMENT	6/18/1980	BARKER, KENNETH D.	WILLIAMS PIPE LINE COMPANY	165	109	Portion of the S2SW-S1-T82N-R23W
2688-B	R/W AMENDMENT	8/18/1980	WILEY, WAYNE W.	WILLIAMS PIPE LINE COMPANY			North 343 feet of the West 316 feet of the N2SW-S1-T82N-R23W
2688-C	R/W AMENDMENT	6/18/1980	BARKER, LARRY F.	WILLIAMS PIPE LINE COMPANY	165	111	N2S2SW-S1-T82N-R23W except South 177.05 feet of the West 300 feet
2689	RIGHT OF WAY EASEMENT	9/29/1930	PARRY, REES H.	GREAT LAKES PIPE LINE COMPANY	45	445	West 30 feet East of Road in the NW-S1-T82N-R23W
2689	R/W AMENDMENT	10/6/1949	SINKLER, JOSEPH J.	GREAT LAKES PIPE LINE COMPANY	68	238	NW-S1-T82N-R23W
2690	RIGHT OF WAY EASEMENT	9/9/1930	CONOVER, H. B.	GREAT LAKES PIPE LINE COMPANY	45	446	SW-S36-T83N-R23W
2690	RIGHT OF WAY EASEMENT	6/16/1944	TARMAN, F.C.	GREAT LAKES PIPE LINE COMPANY	60	429	West 120 feet of the W2SW-S36-T83N-R23W
2691	RIGHT OF WAY EASEMENT	9/18/1930	HYNES, J. W.	GREAT LAKES PIPE LINE COMPANY	45	447	South 20 feet of the W2NW-S36-T83N-R23W
2692	RIGHT OF WAY EASEMENT	8/29/1930	SMITH, AMANDA	GREAT LAKES PIPE LINE COMPANY	45	448	W2NW-S36-T83N-R23W
2692	RIGHT OF WAY EASEMENT	3/15/1937	EQUITABLE LIFE INSURANCE COMPANY OF IOWA	GREAT LAKES PIPE LINE COMPANY	53	36	W2NW-S36-T83N-R23W
2692	R/W AMENDMENT	6/23/1980	HORNBACHER, DEE EARL	WILLIAMS PIPE LINE COMPANY	165	309	W2NW-S36-T83N-R23W
2692	R/W AMENDMENT	9/16/1980	HORNBACHER, DEE EARL	WILLIAMS PIPE LINE COMPANY	168	248	W2NW-S36-T83N-R23W
2693	RIGHT OF WAY EASEMENT	8/30/1930	SILLMAN, LUCY N.	GREAT LAKES PIPE LINE COMPANY	45	449	SWSW-S25-T83N-R23W
2693	R/W AMENDMENT	9/16/1980	BATES, JOHN P.	WILLIAMS PIPE LINE COMPANY	168	250	SWSW-S25-T83N-R23W
2694	RIGHT OF WAY EASEMENT	9/5/1930	CITIZENS TRUST & SAVINGS BANK	GREAT LAKES PIPE LINE COMPANY	45	450	NWSW-S25-T83N-R23W
2694	R/W AMENDMENT	10/11/1949	SMITH, CHARLES W.	GREAT LAKES PIPE LINE COMPANY	68	364	NWSW-S25-T83N-R23W
2695	RIGHT OF WAY EASEMENT	9/5/1930	WADSWORTH, MABEL GATES	GREAT LAKES PIPE LINE COMPANY	45	451	SWNW-S25-T83N-R23W
2696	RIGHT OF WAY EASEMENT	9/24/1930	PIERCE, ED JR.	GREAT LAKES PIPE LINE COMPANY	45	452	West 2 rods of the NWNW-S25-T83N-R23W

Exhibit "A"

2696	R/W AMENDMENT	9/18/1980	GRAEF, RENE	WILLIAMS PIPE LINE COMPANY	170	260	East 50 feet of the West 83 feet of the NWNW-S25-T83N-R23W
2697	RIGHT OF WAY EASEMENT	8/21/1930	RASMUSSEN, LUDVIG	GREAT LAKES PIPE LINE COMPANY	45	453	W2SW-S24-T83N-R23W
2697	RIGHT OF WAY EASEMENT	12/22/1936	EQUITABLE LIFE INSURANCE				W2SW-S24-T83N-R23W
2697	R/W/AMENDMENT	6/26/1968	COMPANY OF IOWA	GREAT LAKES PIPE LINE COMPANY	51	586	W2SW except North 20 acres in S24-T83N-R23W
2697	AGREEMENT	9/25/1980	GLASGOW, LESTER	WILLIAMS PIPE LINE COMPANY	108	156	W2SW-S24-T83N-R23W
2697-A	R/W AMENDMENT	9/27/1980	JENSEN, DONALD DEAN	WILLIAMS PIPE LINE COMPANY	NULL	NULL	North 20 acres of W2SW-S24-T83N-R23W
2698	RIGHT OF WAY EASEMENT	8/30/1930	WIRTH, RICHARD J.	WILLIAMS PIPE LINE COMPANY	168	256	SWNW-S24-T83N-R23W
2699	RIGHT OF WAY EASEMENT	9/24/1930	SILLMAN, IRA A.	GREAT LAKES PIPE LINE COMPANY	45	454	S2SW-S13-T83N-R23W & N2NW-S24-T83N-R23W
			GRETTEEN, E. C.	GREAT LAKES PIPE LINE COMPANY	45	455	Portion lying South of Railroad in the S2SW-S13-T83N-R23W & N2NW-S24-T83N-R23W
2699	R/W AMENDMENT	7/25/1980	HEINTZ, MAX E.	WILLIAMS PIPE LINE COMPANY	166	164	Portion lying South of Railroad in the S2SW-S13-T83N-R23W & N2NW-S24-T83N-R23W
2701	RIGHT OF WAY EASEMENT	9/15/1930	JOHNSON, W. C.	GREAT LAKES PIPE LINE COMPANY	45	456	SWNW & NWSW-S13-T83N-R23W
2701	RIGHT OF WAY EASEMENT	5/27/1937	JOHNSON, W.C.	GREAT LAKES PIPE LINE COMPANY	53	147	2 rod strip North of Railroad in the SWSW-S13-T83N-R23W
2701	R/W AMENDMENT	11/9/1949	JOHNSON, KENNETH	GREAT LAKES PIPE LINE COMPANY	68	366	SWNW & NWSW & portion lying North of Railroad in the SWSW-S13-T83N-R23W
2701	R/W AMENDMENT	7/25/1980	CONVERSE	GREAT LAKES PIPE LINE COMPANY	166	166	SWNW & portion lying North of Railroad in the SWSW-S13-T83N-R23W
2702	RIGHT OF WAY EASEMENT	9/22/1930	JOHNSON, KENNETH	GREAT LAKES PIPE LINE COMPANY	45	457	West 30 feet East of road in the SW-S12-T83N-R23W & NWNW-S13-T83N-R23W
2702	R/W AMENDMENT	11/21/1949	REICHARDT, ISABEL MCCLAIN	GREAT LAKES PIPE LINE COMPANY	68	367	SW-S12-T83N-R23W & NWNW-S13-T83N-R23W
2703	RIGHT OF WAY EASEMENT	9/12/1930	FANTZ, B. F.	GREAT LAKES PIPE LINE COMPANY	45	458	NW-S12-T83N-R23W
2703	RIGHT OF WAY EASEMENT	5/20/1937	WILSON, EDWARD FOSS	GREAT LAKES PIPE LINE COMPANY	53	121	NW-S12-T83N-R23W
2703	R/W AMENDMENT	6/9/1980	WILSON, EDWARD FOSS	GREAT LAKES PIPE LINE COMPANY	164	323	NW-S12-T83N-R23W
2704	RIGHT OF WAY EASEMENT	9/6/1930	MATISON, M.	GREAT LAKES PIPE LINE COMPANY	45	459	SWSW-S1-T83N-R23W
2704	RIGHT OF WAY EASEMENT	11/6/1933	DOWELL, AUSTIN A.	GREAT LAKES PIPE LINE COMPANY	48	493	W2SW-S1-T83N-R23W & portion lying South of Railroad in the SE-S2-T83N-R23W
2706	RIGHT OF WAY EASEMENT	9/3/1930	FAY, A. H.	GREAT LAKES PIPE LINE COMPANY	45	460	Portion lying North of the Railroad in the N2SW-S1-T83N-R23W
2707	R/W AMENDMENT	10/24/1979	CARPENTER, EDWIN B.	WILLIAMS PIPE LINE COMPANY	158	177	Fractional NW-S1-T83N-R23W
2707	AGREEMENT	5/19/2014	EDWIN C & WILMA W	KOCH PIPELINE COMPANY, L.P.	NULL	NULL	Fractional NW-S1-T83N-R23W

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2707	AGREEMENT	9/17/1984	CARPENTER, EDWIN B.	WOOD RIVER PIPELINE			Fractional NW-S1-T83N-R23W
2707	AGREEMENT	9/10/1993	CARPENTER, EDWIN B.	KOCH PIPELINES, INC.	548	215	Fractional NW-S1-T83N-R23W
					INSTRUM.		
2707	AGREEMENT	10/23/2009	EDWIN C. CARPENTER GST TRUST	KOCH PIPELINES, INC.	2009-14112		Fractional NW-S1-T83N-R23W
2708	RIGHT OF WAY EASEMENT	9/8/1930	MCCALL, CLARA ESTATE OF	GREAT LAKES PIPE LINE COMPANY	45	462	W2SW-S36-T84N-R23W
2708	RIGHT OF WAY EASEMENT	3/15/1937	COMPANY OF IOWA	GREAT LAKES PIPE LINE COMPANY	53	37	W2SW-S36-T84N-R23W
2709	RIGHT OF WAY EASEMENT	9/10/1930	TARMAN, JOSEPH JUDSON FARMERS TRUST & SAVINGS	GREAT LAKES PIPE LINE COMPANY	45	463	NW-S36-T84N-R23W
2710	RIGHT OF WAY EASEMENT	10/6/1930	BANK	GREAT LAKES PIPE LINE COMPANY	45	428	SW-S25-T84N-R23W
2710	RIGHT OF WAY EASEMENT	8/29/1930	UPTON, F.C.	GREAT LAKES PIPE LINE COMPANY	45	464	SW-S25-T84N-R23W
2710	RIGHT OF WAY EASEMENT	8/21/1930	KIMBLE, GEORGE A.	GREAT LAKES PIPE LINE COMPANY	45	465	SW-S25-T84N-R23W
2710	RIGHT OF WAY EASEMENT	3/27/1937	MARSH, G.M.	GREAT LAKES PIPE LINE COMPANY	53	47	SW-S25-T84N-R23W
2711	RIGHT OF WAY EASEMENT	9/17/1930	ALLEN, JESSIE MAY	GREAT LAKES PIPE LINE COMPANY	45	466	W2NW-S25-T84N-R23W
2711	RIGHT OF WAY EASEMENT	3/13/1937	NELSON, ALVIN	GREAT LAKES PIPE LINE COMPANY	53	33	W2NW-S25-T84N-R23W
2712	RIGHT OF WAY EASEMENT	9/8/1930	SANDVICK, HENRY G.	GREAT LAKES PIPE LINE COMPANY	45	467	SW-S24-T84N-R23W
2712	RIGHT OF WAY EASEMENT	3/11/1937	SANDWICK, RUDOLPH B.	GREAT LAKES PIPE LINE COMPANY	53	25	SW-S24-T84N-R23W
2713	RIGHT OF WAY EASEMENT	9/12/1930	MENZEL, R. H.	GREAT LAKES PIPE LINE COMPANY	45	468	SWNW-S24-T84N-R23W
2714	RIGHT OF WAY EASEMENT	8/25/1930	LARSEN, RASMUS	GREAT LAKES PIPE LINE COMPANY	45	469	NWNW-S24-T84N-R23W
2715	RIGHT OF WAY EASEMENT	8/25/1930	LARSEN, WILLIAM A.	GREAT LAKES PIPE LINE COMPANY	45	470	W2SW-S13-T84N-R23W
2716	RIGHT OF WAY EASEMENT	9/8/1930	HAMERSLAND, LARS	GREAT LAKES PIPE LINE COMPANY	45	440	W2NW-S13-T82N-R23W
2717	RIGHT OF WAY EASEMENT	12/22/1930	SHAFLAND, BERTHINE	GREAT LAKES PIPE LINE COMPANY	45	511	SW-S12-T84N-R33W
2717	RIGHT OF WAY EASEMENT	3/25/1937	SHAFLAND, BERTHINE T.	GREAT LAKES PIPE LINE COMPANY	53	49	SW-S12-T84N-R33W
2718	RIGHT OF WAY EASEMENT	9/4/1930	RIERSON, L. C.	GREAT LAKES PIPE LINE COMPANY	45	471	NW-S12-T84N-R23W
2719	RIGHT OF WAY EASEMENT	9/4/1930	DANIELSON, J. S.	GREAT LAKES PIPE LINE COMPANY	45	472	SW-S1-T84N-R23W
2720	RIGHT OF WAY EASEMENT	9/12/1930	SAMPSON, GUSTA	GREAT LAKES PIPE LINE COMPANY	45	430	NW-S1-T84N-R23W & S2NW-S25-T85N-R23W
2720	RIGHT OF WAY EASEMENT	10/12/1930	WALEN, EMIL	GREAT LAKES PIPE LINE COMPANY	45	473	NW-S1-T84N-R23W & S2NW-S25-T85N-R23W
2720	RIGHT OF WAY EASEMENT	4/7/1937	FAIRELL, L. R.	GREAT LAKES PIPE LINE COMPANY	53	60	NW-S1-T84N-R23W
2721	RIGHT OF WAY EASEMENT	3/20/1937	BREEN, C.E.	GREAT LAKES PIPE LINE COMPANY	53	74	SW-S36-T85N-R23W
2722	RIGHT OF WAY EASEMENT	8/28/1930	EGGLAND, ADOLPH	GREAT LAKES PIPE LINE COMPANY	45	474	W2NW-S36-T85N-R23W
2722	RIGHT OF WAY EASEMENT	3/26/1937	EGGLAND, ADOLPH	GREAT LAKES PIPE LINE COMPANY	53	48	W2NW-S36-T85N-R23W
2723	RIGHT OF WAY EASEMENT	9/2/1930	OLSON, SARAH	GREAT LAKES PIPE LINE COMPANY	45	475	SWSW-S25-T85N-R23W
2723	RIGHT OF WAY EASEMENT	3/22/1937	STENS LAND, KNUDT	GREAT LAKES PIPE LINE COMPANY	53	41	SWSW-S25-T85N-R23W

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2724	RIGHT OF WAY EASEMENT	12/18/1930	LYON, GLADYS	GREAT LAKES PIPE LINE COMPANY	45	512	N2SW-S25-T85N-R23W
2724	RIGHT OF WAY EASEMENT	3/23/1937	ARNESON, AMLINDA	GREAT LAKES PIPE LINE COMPANY	53	43	N2SW-S25-T85N-R23W
2725	RIGHT OF WAY EASEMENT	4/23/1936	JOHN HANCOCK MUTUAL	GREAT LAKES PIPE LINE COMPANY	51	347	S2NW-S25-T85N-R23W
2725	RIGHT OF WAY EASEMENT	5/15/1968	LIFE INSURANCE COMPANY	WILLIAMS BROTHERS PIPELINE	107	619	S2NW-S25-T85N-R23W
2726	RIGHT OF WAY EASEMENT	9/17/1930	CHRISTIAN, LEONARD	GREAT LAKES PIPE LINE COMPANY	45	476	NWNW-S25-T85N-R23W
2726	RIGHT OF WAY EASEMENT		WAUGH, NELS E.				
2726	AND APPU	5/14/1937	WAUGH, NELS E.	GREAT LAKES PIPE LINE COMPANY	53	120	W2W2NWNW-S25-T85N-R23W
2726	R/W AMENDMENT	1/22/1953	MOE, MARTIN	GREAT LAKES PIPE LINE COMPANY	72	587	W2W2NWNW & E2W2NWNW-S25-T85N-R23W
2727	RIGHT OF WAY EASEMENT	9/10/1930	SANDVOLD, CARRIE	GREAT LAKES PIPE LINE COMPANY	45	477	SW-S24-T85N-R23W
2728	RIGHT OF WAY EASEMENT	9/20/1930	HANSON, HENRY M.	GREAT LAKES PIPE LINE COMPANY	45	478	SWNW-S24-T85N-R23W
2728	RIGHT OF WAY EASEMENT	3/24/1937	HANSON, HENRY M.	GREAT LAKES PIPE LINE COMPANY	53	45	SWNW-S24-T85N-R23W
2729	RIGHT OF WAY EASEMENT	9/16/1930	TWEDT, AUGUSTA J.	GREAT LAKES PIPE LINE COMPANY	45	479	NWNW-S24-T85N-R23W
2729	RIGHT OF WAY EASEMENT	3/24/1937	HANSON, HENRY M.	GREAT LAKES PIPE LINE COMPANY	53	75	NWNW-S24-T85N-R23W
2730	RIGHT OF WAY EASEMENT	9/16/1930	TWEDT, OSCAR E.	GREAT LAKES PIPE LINE COMPANY	45	480	W2SW-S13-T85N-R23W
2730	RIGHT OF WAY EASEMENT	3/22/1937	TWEDT, OSCAR E.	GREAT LAKES PIPE LINE COMPANY	53	42	W2SW-S13-T85N-R23W
2730	R/W APPURTENANCE	8/29/1980	TWEDT, OSCAR E.	WOOD RIVER PIPELINE	168	121	W2SW-S13-T85N-R23W
2731	RIGHT OF WAY EASEMENT	6/19/1980	STORY CO. CONSERVATION				100 foot wide abandoned Railroad strip of land in
2732	RIGHT OF WAY EASEMENT	9/13/1930	BOARD	WILLIAMS PIPE LINE COMPANY	165	151	the S2S2-S13-T85N-R23W
2732	RIGHT OF WAY EASEMENT	3/29/1937	LURA, BERTHA J.	GREAT LAKES PIPE LINE COMPANY	45	504	W2NW-S13-T85N-R23W
2733	RIGHT OF WAY EASEMENT	9/17/1930	PARK, ADA CORA	GREAT LAKES PIPE LINE COMPANY	53	53	W2NW-S13-T85N-R23W
2733	RIGHT OF WAY EASEMENT	3/19/1937	NELSON, JOSEPHNE M.	GREAT LAKES PIPE LINE COMPANY	45	481	SW-S12-T85N-R23W
2734	RIGHT OF WAY EASEMENT	9/4/1930	NELSON, JOSEPHINE M.	GREAT LAKES PIPE LINE COMPANY	53	34	SW-S12-T85N-R23W
2734	RIGHT OF WAY EASEMENT		RISDAL, HANNES	GREAT LAKES PIPE LINE COMPANY	45	482	NW-S12-T85N-R23W
2734	RIGHT OF WAY EASEMENT		EQUITABLE LIFE ASSURANCE				
2734	RIGHT OF WAY EASEMENT	3/24/1937	SOCIETY	GREAT LAKES PIPE LINE COMPANY	53	54	NW-S12-T85N-R23W
2734	R/W AMENDMENT	10/8/1949	EIDE, LESTER B.	GREAT LAKES PIPE LINE COMPANY	68	363	Tract in the NW-S12-T85N-R23W
2734	RIGHT OF WAY EASEMENT	5/3/1968	EIDE, LESTER B.	WILLIAMS BROTHERS PIPELINE	107	621	NW-S12-T85N-R23W
2735	RIGHT OF WAY EASEMENT	9/6/1930	ERICKSON, ALMA J.	GREAT LAKES PIPE LINE COMPANY	45	483	SW & SWNW-S1-T85N-R23W
2735	R/W AMENDMENT	8/8/1980	SMITH, RONALD	WILLIAMS PIPE LINE COMPANY	167	149	SW & SWNW-S1-T85N-R23W
2736	RIGHT OF WAY EASEMENT	9/16/1930	LARSON, GEORGE	GREAT LAKES PIPE LINE COMPANY	45	484	N2NW-S1-T85N-R23W

Instrument: 2013- 00001396
Date: Feb 06, 2013 04:05:41P
Rec Fee: 70.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
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Susan L. Vande Kamp, County Recorder

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DOCUMENT PREPARED BY:
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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION: DES MOINES

MERRILL EUGENE FLYNN and BEVERLY
COLLINS, for themselves and all others similarly
situated,

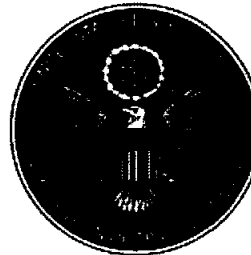
Plaintiffs,

vs.

SPRINT COMMUNICATIONS COMPANY
L.P. and QWEST COMMUNICATIONS
COMPANY, LLC,

Defendants.

Civil Action No. 4:11-cv-00572-RP-TJS



ECF
CERTIFICATION

I DO HEREBY ATTEST AND CERTIFY THIS IS A
TRUE AND FULL COPY OF A DOCUMENT WHICH
IS PART OF THE ELECTRONIC CASE FILE
MAINTAINED BY THE U.S. DISTRICT COURT

DATE: Dec 17, 2012

MARJORIE E KRAHN, Clerk
BY: *[Signature]*

DEPUTY CLERK

EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION

WHEREAS, the parties to the above-captioned class action (the "Action") entered into an Iowa Class Settlement Agreement, as of March 7, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on December 7, 2012, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

RETURN DOCUMENT TO:
TERRA 2
16037 S. BRADLEY DR.
OLATHE, KS 66062
(encl)

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P. and Qwest Communications Company, LLC has Designated for inclusion under a Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove

fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on June 8, 2012 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement

shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on June 8, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that

Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after December 7, 2012, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell,

grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on June 8, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication

companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right

of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Date:

12/7/2012


Honorable Ronald E. Longstaff
United States District Judge

EXHIBIT 1

PARCELS AFFECTED BY EASEMENTS GRANTED TO SPRINT COMMUNICATIONS COMPANY L.P.

Line #	Assessor Map	Assessor Parcel #	Lot	T_R_S	Assessment #	Grantor's Last Name	Grantor's First Name	Grantor's City	Grantor's State	Grantor's ZIP	Grantee	Parcel County	Parcel State
1	N/A	1208100135	N/A	83N-21W-8	1208100135	Alta P Carmody Tr		Colo	IA	50056	Sprint	Story	IA
2	N/A	1013200150	N/A	83N-23W-13	1013200150	Flummerfelt Properties LLC		Ames	IA	50010	Sprint	Story	IA
3	N/A	1028400100	N/A	83N-23W-28	1028400100	Peters	Suzanne S	Iowa City	IA	52240	Sprint	Story	IA
4	N/A	1012400590	N/A	83N-23W-12	1012400590	Walters	Robert E	Nevada	IA	50201	Sprint	Story	IA
5	N/A	1013200520	N/A	83N-23W-13	1013200520	Walters	Robert E	Nevada	IA	50201	Sprint	Story	IA
6	N/A	1013300105	N/A	83N-23W-13	1013300105	Max E & Dorothy J Heintz Rev Tr		Nevada	IA	50201	Sprint	Story	IA
7	N/A	1023100300	N/A	83N-23W-23	1023100300	Robertson	Dean C	Wilmingtion	DE	19808	Sprint	Story	IA
8	N/A	1022400210	N/A	83N-23W-22	1022400210	Heintz	Dean E & Sara Jane	Nevada	IA	50201	Sprint	Story	IA
9	N/A	1022400410	N/A	83N-23W-22	1022400410	Heintz	Dean E & Sara Jane	Nevada	IA	50201	Sprint	Story	IA
10	N/A	1022450316	N/A	83N-23W-22	1022450316	Groomes	Donald R & Zereda M	Nevada	IA	50201	Sprint	Story	IA
11	N/A	1027100205	N/A	83N-23W-27	1027100205	Harrison	Danny & Susan	Nevada	IA	50201	Sprint	Story	IA
12	N/A	1027200105	N/A	83N-23W-27	1027200105	Kamp	Duane E & Wanda J	Nevada	IA	50201	Sprint	Story	IA
13	N/A	1033300205	N/A	83N-23W-33	1033300205	Longnecker	Jeffrey L & Twila J	Ames	IA	50010	Sprint	Story	IA
14	N/A	1109200305	N/A	83N-22W-9	1109200305	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA
15	N/A	1112100100	N/A	83N-22W-12	1112100100	Toot	Mary Isabel	Nevada	IA	50201	Sprint	Story	IA
16	N/A	1112100200	N/A	83N-22W-12	1112100200	Grant	Georgiann	Nevada	IA	50201	Sprint	Story	IA
17	N/A	1112200100	N/A	83N-22W-12	1112200100	Grant Grain Farms Inc		Nevada	IA	50201	Sprint	Story	IA
18	N/A	1112200200	N/A	83N-22W-12	1112200200	Lager	Kelly M & Kristina L	Colo	IA	50056	Sprint	Story	IA
19	N/A	1110200215	N/A	83N-22W-10	1110200215	Welty Jr	Paul B	Nevada	IA	50201	Sprint	Story	IA
20	N/A	1111100410	N/A	83N-22W-11	1111100410	Mary Isabel Toot LF		Nevada	IA	50201	Sprint	Story	IA
21	N/A	1107414420	N/A	83N-22W-7	1107414420	Brunning	Jay H	Nevada	IA	50201	Sprint	Story	IA
22	N/A	1107414410	N/A	83N-22W-7	1107414410	Furman	Karen L	Nevada	IA	50201	Sprint	Story	IA
23	N/A	1110200240	N/A	83N-22W-10	1110200240	Toot	David J & Karen L	Nevada	IA	50201	Sprint	Story	IA
24	N/A	1111100155	N/A	83N-22W-11	1111100155	Mary Isabel Toot LF		Nevada	IA	50201	Sprint	Story	IA
25	N/A	1111200310	N/A	83N-22W-11	1111200310	Moser	Andrew M & Stephanie M	Nevada	IA	50201	Sprint	Story	IA

26	N/A	1111200400	N/A	83N-22W-11	1111200400	Maxwell	Gary G & Patricia A	Rhodes	IA	50234	Sprint	Story	IA
27	N/A	1112100300	N/A	83N-22W-12	1112100300	Maxwell	Gary G & Patricia A	Rhodes	IA	50234	Sprint	Story	IA
28	N/A	1110100300	N/A	83N-22W-10	1110100300	Wely Jr	Paul B	Nevada	IA	50201	Sprint	Story	IA
29	N/A	1109200405	N/A	83N-22W-9	1109200405	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA
30	N/A	1108300125	N/A	83N-22W-8	1108300125	Hawkeye Land Co		Cedar Rapids	IA	54201	Sprint	Story	IA
31	N/A	1107428205	N/A	83N-22W-7	1107428205	Crop Production Services Inc		Loveland	CO	80538	Sprint	Story	IA
32	N/A	1107430105	N/A	83N-22W-7	1107430105	Kenealy	Kevin	Nevada	IA	50201	Sprint	Story	IA
33	N/A	1107414440	N/A	83N-22W-7	1107414440	Webb	Tom L & Teresa K	Nevada	IA	50201	Sprint	Story	IA
34	N/A	1107414485	N/A	83N-22W-7	1107414485	Streff	Robert J	Nevada	IA	50201	Sprint	Story	IA
35	N/A	1107450125	N/A	83N-22W-7	1107450125	Iowa Falls Nursing Corp		Nevada	IA	50201	Sprint	Story	IA
36	N/A	1107375001	N/A	83N-22W-7	1107375001	Swanson et al	Andrew J	Nevada	IA	50201	Sprint	Story	IA
37	N/A	1212200100	N/A	83N-21W-12	1212200100	H & K Enterprise Ltd		Ames	IA	50010	Sprint	Story	IA
38	N/A	1212100205	N/A	83N-21W-12	1212100205	Swanson	Andrew James	Nevada	IA	50201	Sprint	Story	IA
39	N/A	1212200205	N/A	83N-21W-12	1212200205	H & K Enterprise Ltd		Ames	IA	50010	Sprint	Story	IA
40	N/A	1207200220	N/A	83N-21W-7	1207200220	Rasmussen	Lloyd	Colo	IA	50056	Sprint	Story	IA
41	N/A	1212100100	N/A	83N-21W-12	1212100100	Swanson	Andrew James	Nevada	IA	50201	Sprint	Story	IA
42	N/A	1210200200	N/A	83N-21W-10	1210200200	McComber Rev Tr		Nevada	IA	50201	Sprint	Story	IA
43	N/A	1211200110	N/A	83N-21W-11	1211200110	DNR Realty Services		Des Moines	IA	50319	Sprint	Story	IA
44	N/A	1211200200	N/A	83N-21W-11	1211200200	DNR Realty Services		Des Moines	IA	50319	Sprint	Story	IA
45	N/A	1210200100	N/A	83N-21W-10	1210200100	McComber Rev Tr		Nevada	IA	50201	Sprint	Story	IA
46	N/A	1209100100	N/A	83N-21W-9	1209100100	Lounsberry	Ray E	Nevada	IA	50201	Sprint	Story	IA
47	N/A	1210100200	N/A	83N-21W-10	1210100200	Baer	Patricia A	Holland	MI	49424	Sprint	Story	IA
48	N/A	1209100205	N/A	83N-21W-9	1209100205	Lively	James E & Karen L	State Center	IA	50247	Sprint	Story	IA
49	N/A	1209200100	N/A	83N-21W-9	1209200100	Lively	James E & Karen L	State Center	IA	50247	Sprint	Story	IA
50	N/A	1210100100	N/A	83N-21W-10	1210100100	Baer	Patricia A	Holland	IA	49424	Sprint	Story	IA
51	N/A	1209200200	N/A	83N-21W-9	1209200200	Lively	James E & Karen L	State Center	IA	50247	Sprint	Story	IA
52	N/A	1209200200	N/A	83N-21W-7	1207100105	Lively	James E & Karen L	State Center	IA	50247	Sprint	Story	IA
53	N/A	1207100200	N/A	83N-21W-7	1207100200	Jamison	Robert Dean & Joanie Sue	Colo	IA	50056	Sprint	Story	IA
54	N/A	1207200100	N/A	83N-21W-7	1207200100	Rasmussen	Lloyd	Colo	IA	50056	Sprint	Story	IA
55	N/A	1208116100	N/A	83N-21W-8	1208116100	Fitzgerald	Paul H & Evonne M	Colo	IA	50056	Sprint	Story	IA
56	N/A	1208240100	N/A	83N-21W-8	1208240100	Lounsberry	Ray E	Nevada	IA	50201	Sprint	Story	IA
57	N/A	1208210150	N/A	83N-21W-8	1208210150	Olson	Michael Bert	Colo	IA	50056	Sprint	Story	IA
58	N/A	1208210175	N/A	83N-21W-8	1208210175	Squires	Randy W & Debra L	Nevada	IA	50201	Sprint	Story	IA
59	N/A	1208236240	N/A	83N-21W-8	1208236240	Stemler	Linda	Ames	IA	50010	Sprint	Story	IA

60	N/A	1208236230	N/A	83N-21W-8	1208236230	Roberts	L Douglas & Barbara A	Colo	IA	50056	Sprint	Story	IA
61	N/A	1208236220	N/A	83N-21W-8	1208236220	Zereth	Patrick P & Katherine	Colo	IA	50056	Sprint	Story	IA
62	N/A	1208236210	N/A	83N-21W-8	1208236210	Geisler	Lucy M	Colo	IA	50056	Sprint	Story	IA
63	N/A	1208236200	N/A	83N-21W-8	1208236200	Thomas	Tommy A & Sally A	Colo	IA	50056	Sprint	Story	IA
64	N/A	1208238230	N/A	83N-21W-8	1208238230	102 Warner LLC		Ames	IA	50014	Sprint	Story	IA
65	N/A	1208210330	N/A	83N-21W-8	1208210330	Mallon	James R	Slater	IA	50244	Sprint	Story	IA
66	N/A	1208210260	N/A	83N-21W-8	1208210260	Collins	Gail	Colo	IA	50056	Sprint	Story	IA
67	N/A	1208220350	N/A	83N-21W-8	1208220350	Johnston	Amy Danielle	Colo	IA	50056	Sprint	Story	IA
68	N/A	1208220325	N/A	83N-21W-8	1208220325	Brinkman	Kristine S	Colo	IA	50056	Sprint	Story	IA
69	N/A	1208220300	N/A	83N-21W-8	1208220300	Upchurch	Harlan N	Grant City	MO	64456	Sprint	Story	IA
70	N/A	1208210220	N/A	83N-21W-8	1208210220	Rutter	Daniel L	Colo	IA	50056	Sprint	Story	IA
71	N/A	1208238200	N/A	83N-21W-8	1208238200	Sowers	Dorothy A	Colo	IA	50056	Sprint	Story	IA
72	N/A	1208210125	N/A	83N-21W-8	1208210125	Carver	Sue Ann	Colo	IA	50056	Sprint	Story	IA
73	N/A	1208210320	N/A	83N-21W-8	1208210320	Angell	Kenneth John	Colo	IA	50056	Sprint	Story	IA
74	N/A	1208140410	N/A	83N-21W-8	1208140410	Farmers Grain Co-Op		Des Moines	IA	50325	Sprint	Story	IA
75	N/A	1421200105	N/A	82N-23W-21	1421200105	CIS Farms LP		Des Moines	IA	50321	Sprint	Story	IA
76	N/A	1409100255	N/A	82N-23W-9	1409100255	Thomas	William E	Cambridge	IA	50046	Sprint	Story	IA
77	N/A	1416400305	N/A	82N-23W-16	1416400305	Harmon	Shawn & Shane	Huxley	IA	50124	Sprint	Story	IA
78	N/A	1404100420	N/A	82N-23W-4	1404100420	Frederick L Schuster Rev Tr		St Joseph	MO	64502	Sprint	Story	IA
79	N/A	1404300205	N/A	82N-23W-4	1404300205	Frederick L Schuster Rev Tr		St Joseph	MO	64502	Sprint	Story	IA
80	N/A	1404300355	N/A	82N-23W-4	1404300355	Lyon	Merlin Keith	Cambridge	IA	50046	Sprint	Story	IA
81	N/A	1416400320	N/A	82N-23W-16	1416400320	Madison	Ted K	Saint Paul	MN	55106	Sprint	Story	IA
82	N/A	1416400360	N/A	82N-23W-16	1416400360	CIS Farms LP		Des Moines	IA	50321	Sprint	Story	IA
83	N/A	1409100405	N/A	82N-23W-9	1409100405	Thomas	William E	Cambridge	IA	50046	Sprint	Story	IA
84	N/A	1421225110	N/A	82N-23W-21	1421225110	CIS Farms LP		Des Moines	IA	50321	Sprint	Story	IA
85	N/A	1428200205	N/A	82N-23W-28	1428200205	Shepley	Noel L & Renae S	Cambridge	IA	50046	Sprint	Story	IA
86	N/A	1433200205	N/A	82N-23W-33	1433200205	Marla Kay Barnes Rev Tr		Mitchellville	IA	50169	Sprint	Story	IA
87	N/A	1434100355	N/A	82N-23W-34	1434100355	Marla Kay Barnes Rev Tr		Mitchellville	IA	50169	Sprint	Story	IA
88	N/A	1433200400	N/A	82N-23W-33	1433200400	Marla Kay Barnes Rev Tr		Mitchellville	IA	50169	Sprint	Story	IA
89	N/A	1428400475	N/A	82N-23W-28	1428400475	Moody	Todd C & Deann M	Cambridge	IA	50046	Sprint	Story	IA
90	N/A	1421425200	N/A	82N-23W-21	1421425200	Dunwoody	Bobby R & Mary K	Polk City	IA	50226	Sprint	Story	IA
91	N/A	1421425170	N/A	82N-23W-21	1421425170	Heartland Co Op		Des Moines	IA	50325	Sprint	Story	IA
92	N/A	1108200315	N/A	83N-22W-8	1108200315	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA
93	N/A	1108200405	N/A	83N-22W-8	1108200405	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA

94	N/A	1109100305	N/A	83N-22W-9	1109100305	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA
95	N/A	1109100405	N/A	83N-22W-9	1109100405	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA
96	N/A	1013300200	N/A	83N-23W-13	1013300200	J & S Iowa Farms LLC		Ames	IA	50014	Sprint	Story	IA
97	N/A	1014300305	N/A	83N-23W-14	1014300305	Center Iowa Terminal Land LLC		Chicago	IL	60628	Sprint	Story	IA
98	N/A	1023200205	N/A	83N-23W-23	1023200205	Robertson	Dean C	Wilmington	DE	19808	Sprint	Story	IA
99	N/A	1023200100	N/A	83N-23W-23	1023200100	Robertson	Dean C	Wilmington	DE	19808	Sprint	Story	IA
100	N/A	1023200300	N/A	83N-23W-23	1023200300	Robertson	Dean C	Wilmington	DE	19808	Sprint	Story	IA
101	N/A	1023100400	N/A	83N-23W-23	1023100400	Robertson	Dean C	Wilmington	DE	19808	Sprint	Story	IA
102	N/A	1023300100	N/A	83N-23W-23	1023300100	Hill	Howard T & Nancy C	Cambridge	IA	50046	Sprint	Story	IA
103	N/A	1027100405	N/A	83N-23W-27	1027100405	Heintz	Dean E & Sara Jane	Nevada	IA	50201	Sprint	Story	IA
104	N/A	1027100300	N/A	83N-23W-27	1027100300	Harrison	Norma R	Nevada	IA	50201	Sprint	Story	IA
105	N/A	1028200400	N/A	83N-23W-28	1028200400	Walker	Joann C	Carrollton	OH	44615	Sprint	Story	IA
106	N/A	1028400200	N/A	83N-23W-28	1028400200	Peters	Suzanne S	Iowa City	IA	52240	Sprint	Story	IA
107	N/A	1028400300	N/A	83N-23W-28	1028400300	Peters	Suzanne S	Iowa City	IA	52240	Sprint	Story	IA
108	N/A	1028300405	N/A	83N-23W-28	1028300405	Raymond H Evans Testamentary Tr		Kelley	IA	50134	Sprint	Story	IA
109	N/A	1404100210	N/A	82N-23W-4	1404100210	Cambridge Farms LLC		Ames	IA	50010	Sprint	Story	IA
110	N/A	1409400105	N/A	82N-23W-9	1409400105	McMillen	Ronald J	Cambridge	IA	50046	Sprint	Story	IA
111	N/A	1409400305	N/A	82N-23W-9	1409400305	McMillen	Ronald J	Cambridge	IA	50046	Sprint	Story	IA
112	N/A	1416200100	N/A	82N-23W-16	1416200100	Longnecker	Jeffrey L	Ames	IA	50010	Sprint	Story	IA
113	N/A	1416200305	N/A	82N-23W-16	1416200305	Longnecker	Jeffrey L	Ames	IA	50010	Sprint	Story	IA
114	N/A	1416200355	N/A	82N-23W-16	1416200355	Mary Jane Cairns LF		Ames	IA	50010	Sprint	Story	IA
115	N/A	1416400110	N/A	82N-23W-16	1416400110	Mary Jane Cairns LF		Ames	IA	50010	Sprint	Story	IA
116	N/A	1416400105	N/A	82N-23W-16	1416400105	Mary Jane Cairns LF		Ames	IA	50010	Sprint	Story	IA
117	N/A	1416400155	N/A	82N-23W-16	1416400155	Longnecker	Jeffrey L	Ames	IA	50010	Sprint	Story	IA
118	N/A	1421440105	N/A	82N-23W-21	1421440105	Longnecker	Jeffrey L	Ames	IA	50010	Sprint	Story	IA
119	N/A	1428200400	N/A	82N-23W-28	1428200400	Cook	Duane N & Donna J	Cambridge	IA	50046	Sprint	Story	IA
120	N/A	1428400405	N/A	82N-23W-28	1428400405	Kahler	Wade E & Pamela J	Cambridge	IA	50046	Sprint	Story	IA
121	N/A	1428400215	N/A	82N-23W-28	1428400215	Kahler	Wade E & Pamela J	Cambridge	IA	50046	Sprint	Story	IA
122	N/A	1434300105	N/A	82N-23W-34	1434300105	Cahill	Thomas J	Nevada	IA	50201	Sprint	Story	IA
123	N/A	1434300305	N/A	82N-23W-34	1434300305	Cahill	Thomas J	Nevada	IA	50201	Sprint	Story	IA
124	N/A	1421460245	N/A	82N-23W-21	1421460245	Heartland Co Op		Des Moines	IA	50325	Sprint	Story	IA
125	N/A	1110200105	N/A	83N-22W-10	1110200105	Welty Jr	Paul B	Nevada	IA	50201	Sprint	Story	IA
126	N/A	1110100215	N/A	83N-22W-10	1110100215	Welty Jr	Paul B	Nevada	IA	50201	Sprint	Story	IA
127	N/A	1109200205	N/A	83N-22W-9	1109200205	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Sprint	Story	IA

128	N/A	1110100110	N/A	83N-22W-10	1110100110	Welty Jr	Paul B	Nevada	IA	50201	Sprint	Story	IA
129	N/A	1107420100	N/A	83N-22W-7	1107420100	Doty	Leon M & Robin L	Nevada	IA	50201	Sprint	Story	IA
130	N/A	1013200305	N/A	83N-23W-13	1013200305	J & S Iowa Farms LLC		Ames	IA	50014	Sprint	Story	IA
131	N/A	1013100400	N/A	83N-23W-13	1013100400	J & S Iowa Farms LLC		Ames	IA	50014	Sprint	Story	IA
132	N/A	1033100200	N/A	83N-23W-33	1033100200	Twedt	Wade & Holly	Huxley	IA	50124	Sprint	Story	IA
133	N/A	1033100400	N/A	83N-23W-33	1033100400	Longnecker	Jeffrey L & Twila J	Ames	IA	50010	Sprint	Story	IA

I	Instrument: 2013- 00012925	
M	Date: Oct 30, 2013 12:05:41P	
D	Rec Fee: 75.00	E-Com Fee: 1.00
G	Aud Fee: .00	Trans Tax: .00
R	Rec Management Fee: 1.00	
	Non-Standard Page Fee: .00	
	Filed for record in Story County, Iowa	
	Susan L. Vande Kamp, County Recorder	

**EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION**
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Antonio Colacino, Nyemaster Goode, P.C., 700 Walnut Street,
Suite 1600, Des Moines, Iowa 50309 (515) 283-8171

Taxpayer Information: (name and complete address)

No change for tax bills. Tax address for Grantee: Same as below.

Return Document To: (name and complete address)

Antonio Colacino, Nyemaster Goode, P.C., 700 Walnut Street,
Suite 1600, Des Moines, Iowa 50309

Grantors: As identified in the attached Exhibit 1 that begins on page 11.

Grantees:

Qwest as defined in the "Settlement Agreement" referenced in this Easement Deed. That Settlement Agreement defines "Qwest" to include (1) Qwest Communications International Inc.; (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC, and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee:

Qwest Communications Company, LLC
700 West Mineral Avenue
Littleton, CO 80120
Attn: Jack Shives, ROW Manager

Legal Description: See Page 11 and thereafter for property identification.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION: DES MOINES**

MERRILL EUGENE FLYNN and BEVERLY
COLLINS, for themselves and all others similarly
situated,

Plaintiffs,

vs.

SPRINT COMMUNICATIONS COMPANY
L.P. and QWEST COMMUNICATIONS
COMPANY, LLC,

Defendants.

Civil Action No. 4:11-cv-00572-RP-TJS

**ECF
CERTIFICATION**

I DO HEREBY ATTEST AND CERTIFY THIS IS
A TRUE AND FULL COPY OF A DOCUMENT
WHICH IS PART OF THE ELECTRONIC CASE
FILE MAINTAINED BY THE U.S. DISTRICT COURT.

DATE:

10/17/13

MARJORIE E. KRAHN, CLERK

BY:

Susan Horn
DEPUTY CLERK

**EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION**

WHEREAS, the parties to the above-captioned class action (the "Action") entered into an Iowa Class Settlement Agreement, as of March 7, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on December 7, 2012, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P. and Qwest Communications Company, LLC has Designated for inclusion under a Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove

fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on June 8, 2012 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement

shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on June 8, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that

Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after December 7, 2012, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell,

grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on June 8, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WiTel Communications, Inc.; WiTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication

companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right

of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Date:

12/7/2012


Honorable Ronald E. Longstaff
United States District Judge

Grantee's Name: Qwest, as defined in the "Settlement Agreement" referenced in this easement. That Settlement Agreement defines "Qwest" to include (1) Qwest Communications International Inc., (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC, and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee: Qwest Communications Company, LLC, 700 West Mineral Avenue, Littleton, CO 80120, Attn: Jack Shives, ROW Manager

Tax Address for Grantee: Same as above.

EXHIBIT 1

THE REAL PROPERTIES WHICH ARE SUBJECT TO THE FOREGOING EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION AND THE OWNERS THEREOF INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING NAMED PARTIES AND PARCELS, WHICH ARE IDENTIFIED BY THE BY REFERENCE TO THE PARCEL IDENTIFICATION NUMBERS ESTABLISHED BY THE STORY COUNTY, IOWA TAX ASSESSOR'S OFFICE

Owners/Grantors Mailing Address Information
(not necessarily the address of the subject parcels)

Assessor Map	Assessor Parcel #	Township, Range, Section	Assessment #	Grantor's Last Name	Grantor's First Name	City	ST	ZIP	County	State
N/A	1023100300	83N-23W-23	1023100300	Robertson	Dean C	Wilmington	DE	19808	Story	IA
N/A	0722100450	84N-22W-22	0722100450	Luethje	Ralph D & Beverly J	Nevada	IA	50201	Story	IA
N/A	0722100440	84N-22W-22	0722100440	Mid-Iowa Flotation Equipment Co		Colo	IA	50056	Story	IA
N/A	0710100205	84N-22W-10	0710100205	Kenney	Mark	Nevada	IA	50201	Story	IA
N/A	1421200105	82N-23W-21	1421200105	CJS Farms LP		Des Moines	IA	50321	Story	IA
N/A	0727300210	84N-22W-27	0727300210	Henry	Steve R & Laurie L	Nevada	IA	50201	Story	IA
N/A	1022400210	83N-23W-22	1022400210	Heintz	Dean E & Sara Jane	Nevada	IA	50201	Story	IA
N/A	0703100205	84N-22W-3	0703100205	Kenney Brothers Partnership		Nevada	IA	50201	Story	IA
N/A	0703100360	84N-22W-3	0703100360	Kenney	Bruce & Barbara	Nevada	IA	50201	Story	IA
N/A	0703100400	84N-22W-3	0703100400	Kenney	Bruce & Barbara	Nevada	IA	50201	Story	IA
N/A	0703300200	84N-22W-3	0703300200	Kenney	Bruce & Barbara	Nevada	IA	50201	Story	IA
N/A	0703300400	84N-22W-3	0703300400	Kenney	Bruce & Barbara	Nevada	IA	50201	Story	IA
N/A	0710100405	84N-22W-10	0710100405	Kenney	Mark	Nevada	IA	50201	Story	IA
N/A	0710300200	84N-22W-10	0710300200	Ketcher Jr et al	Richard T	Nevada	IA	50201	Story	IA
N/A	0710300400	84N-22W-10	0710300400	Ketcher Jr et al	Richard T	Nevada	IA	50201	Story	IA
N/A	0715100200	84N-22W-15	0715100200	Kenney	Mark	Nevada	IA	50201	Story	IA
N/A	1022400410	83N-23W-22	1022400410	Heintz	Dean E & Sara Jane	Nevada	IA	50201	Story	IA

Assessor Map	Assessor Parcel #	Township, Range, Section	Assessment #	Grantor's Last Name	Grantor's First Name	City	ST	ZIP	County	State
N/A	0715300400	84N-22W-15	0715300400	John Fawcett Tr		Nevada	IA	50201	Story	IA
N/A	0722100200	84N-22W-22	0722100200	Flynn	Galen M	Colo	IA	50056	Story	IA
N/A	0722100415	84N-22W-22	0722100415	Flynn	Galen M	Colo	IA	50056	Story	IA
N/A	1409100255	82N-23W-9	1409100255	Thomas	William E	Cambridge	IA	50046	Story	IA
N/A	0722300210	84N-22W-22	0722300210	Handsaker	Robert Dean & Marcia R	Nevada	IA	50201	Story	IA
N/A	0722300225	84N-22W-22	0722300225	Heart of Iowa Co-Op		Roland	IA	50236	Story	IA
N/A	0727100200	84N-22W-27	0727100200	Dean Handsaker LF		Nevada	IA	50201	Story	IA
N/A	0727100400	84N-22W-27	0727100400	Dean Handsaker LF		Nevada	IA	50201	Story	IA
N/A	0727300410	84N-22W-27	0727300410	Henry	Steve R & Laurie L	Nevada	IA	50201	Story	IA
N/A	0734100200	84N-22W-34	0734100200	Huhn	Ronald G	Nevada	IA	50201	Story	IA
N/A	0734100405	84N-22W-34	0734100405	Huhn	Ronald G	Nevada	IA	50201	Story	IA
N/A	0734300200	84N-22W-34	0734300200	Huhn	Ronald G	Nevada	IA	50201	Story	IA
N/A	0734300430	84N-22W-34	0734300430	Huhn	Ronald G	Nevada	IA	50201	Story	IA
N/A	0310300200	85N-22W-10	0310300200	Holland	James A & Janice M	Hermann	MO	65041	Story	IA
N/A	0310300400	85N-22W-10	0310300400	Holland	James A & Janice M	Hermann	MO	65041	Story	IA
N/A	1416400305	82N-23W-16	1416400305	Harmon	Shawn & Shane	Huxley	IA	50124	Story	IA
N/A	1404100420	82N-23W-4	1404100420	Frederick L Schuster Rev Tr		St Joseph	MO	64502	Story	IA
N/A	1404300205	82N-23W-4	1404300205	Frederick L Schuster Rev Tr		St Joseph	MO	64502	Story	IA
N/A	1404300355	82N-23W-4	1404300355	Lyon	Merlin Keith	Cambridge	IA	50046	Story	IA
N/A	1416400320	82N-23W-16	1416400320	Madison	Ted K	Saint Paul	MN	55106	Story	IA
N/A	1416400360	82N-23W-16	1416400360	CJS Farms LP		Des Moines	IA	50321	Story	IA
N/A	1409100405	82N-23W-9	1409100405	Thomas	William E	Cambridge	IA	50046	Story	IA
N/A	0310100400	85N-22W-10	0310100400	Twedt	Ruth Elaine	McCallsburg	IA	50154	Story	IA
N/A	1022450316	83N-23W-22	1022450316	Groomes	Donald R & Zereda M	Nevada	IA	50201	Story	IA
N/A	0334100210	85N-22W-34	0334100210	Hill	Blanche E	Roland	IA	50236	Story	IA
N/A	0334100220	85N-22W-34	0334100220	Hill	Randy & Julie Ann	McCallsburg	IA	50154	Story	IA
N/A	0334200105	85N-22W-34	0334200105	Hill	Randy	McCallsburg	IA	50154	Story	IA
N/A	1421225110	82N-23W-21	1421225110	CJS Farms LP		Des Moines	IA	50321	Story	IA
N/A	0315300410	85N-22W-15	0315300410	Harry R Rasmussen LF		Nevada	IA	50201	Story	IA
N/A	0322127601	85N-22W-22	0322127601	Nelson	Kim D	McCallsburg	IA	50154	Story	IA
N/A	1428200205	82N-23W-28	1428200205	Shepley	Noel L & Renae S	Cambridge	IA	50046	Story	IA
N/A	1433200205	82N-23W-33	1433200205	Marla Kay Barnes Rev Tr		Mitchellville	IA	50169	Story	IA
N/A	1434100355	82N-23W-34	1434100355	Marla Kay Barnes Rev Tr		Mitchellville	IA	50169	Story	IA
N/A	1433200400	82N-23W-33	1433200400	Marla Kay Barnes Rev Tr		Mitchellville	IA	50169	Story	IA
N/A	0303100200	85N-22W-3	0303100200	David D Dubois Tr		Colorado Spring	CO	80906	Story	IA
N/A	0303100400	85N-22W-3	0303100400	David D Dubois Tr		Colorado Spring	CO	80906	Story	IA
N/A	0303300200	85N-22W-3	0303300200	Twedt	Ruth Elaine	McCallsburg	IA	50154	Story	IA
N/A	1027100205	83N-23W-27	1027100205	Harrison	Danny & Susan	Nevada	IA	50201	Story	IA
N/A	0303300400	85N-22W-3	0303300400	Twedt	Ruth Elaine	McCallsburg	IA	50154	Story	IA
N/A	0310100200	85N-22W-10	0310100200	Twedt	Ruth Elaine	McCallsburg	IA	50154	Story	IA
N/A	0315100200	85N-22W-15	0315100200	Ellingson	Donald L & Nancy A	St Joseph	MO	64505	Story	IA
N/A	0315100400	85N-22W-15	0315100400	Ellingson	Donald L & Nancy A	St Joseph	MO	64505	Story	IA

Assessor Map	Assessor Parcel #	Township, Range, Section	Assessment #	Grantor's Last Name	Grantor's First Name	City	ST	ZIP	County	State
N/A	0315300200	85N-22W-15	0315300200	Harry R Rasmusson LF		Nevada	IA	50201	Story	IA
N/A	0315390101	85N-22W-15	0315390101	Harry R Rasmusson LF	Blanche E	Nevada	IA	50201	Story	IA
N/A	0334100410	85N-22W-34	0334100410	Hill		Roland	IA	50236	Story	IA
N/A	0334300200	85N-22W-34	0334300200	Lowenberg	Robert L	McCallsburg	IA	50154	Story	IA
N/A	0334300400	85N-22W-34	0334300400	Lowenberg	Robert L	McCallsburg	IA	50154	Story	IA
N/A	1027200105	83N-23W-27	1027200105	Kamp	Duane E & Wanda J	Nevada	IA	50201	Story	IA
N/A	0322127501	85N-22W-22	0322127501	Nelson	Kim D	McCallsburg	IA	50154	Story	IA
N/A	0322127305	85N-22W-22	0322127305	Carriveau	Chad	McCallsburg	IA	50154	Story	IA
N/A	0322222230	85N-22W-22	0322222230	Heart of Iowa Co-Op		Roland	IA	50236	Story	IA
N/A	0322127201	85N-22W-22	0322127201	Barker	Loren	Nevada	IA	50201	Story	IA
N/A	0322125601	85N-22W-22	0322125601	Vern R Nelson Tr		McCallsburg	IA	50154	Story	IA
N/A	0322175105	85N-22W-22	0322175105	David Hill Farm Corp		McCallsburg	IA	50154	Story	IA
N/A	0322175110	85N-22W-22	0322175110	David Hill Farm Corp		McCallsburg	IA	50154	Story	IA
N/A	0322300200	85N-22W-22	0322300200	Naomi Doser LF		Nevada	IA	50201	Story	IA
N/A	0322300400	85N-22W-22	0322300400	Naomi Doser LF		Nevada	IA	50201	Story	IA
N/A	0327100200	85N-22W-27	0327100200	Haas	Linda M	McCallsburg	IA	50154	Story	IA
N/A	0327100400	85N-22W-27	0327100400	Hill	Blanche E	Roland	IA	50236	Story	IA
N/A	0327400105	85N-22W-27	0327400105	Swanson	Andrew J	Nevada	IA	50201	Story	IA
N/A	1428400475	82N-23W-28	1428400475	Moody	Todd C & Deann M	Cambridge	IA	50046	Story	IA
N/A	0722300400	84N-22W-22	0722300400	Handsaker	Robert Dean & Marcia R	Nevada	IA	50201	Story	IA
N/A	1421425200	82N-23W-21	1421425200	Dunwoody	Bobby R & Mary K	Polk City	IA	50226	Story	IA
N/A	1421425170	82N-23W-21	1421425170	Heartland Co Op		Des Moines	IA	50325	Story	IA
N/A	1108200315	83N-22W-8	1108200315	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1108200405	83N-22W-8	1108200405	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1109100305	83N-22W-9	1109100305	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1109100405	83N-22W-9	1109100405	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1013300200	83N-23W-13	1013300200	J & S Iowa Farms LLC		Ames	IA	50014	Story	IA
N/A	1014300305	83N-23W-14	1014300305	Center Iowa Terminal Land LLC		Chicago	IL	60628	Story	IA
N/A	1023200205	83N-23W-23	1023200205	Robertson	Dean C	Wilmington	DE	19808	Story	IA
N/A	1023200100	83N-23W-23	1023200100	Robertson	Dean C	Wilmington	DE	19808	Story	IA
N/A	1023200300	83N-23W-23	1023200300	Robertson	Dean C	Wilmington	DE	19808	Story	IA
N/A	1023100400	83N-23W-23	1023100400	Robertson	Dean C	Wilmington	DE	19808	Story	IA
N/A	1023300100	83N-23W-23	1023300100	Hill	Howard T & Nancy C	Cambridge	IA	50046	Story	IA
N/A	1027100405	83N-23W-27	1027100405	Heintz	Dean E & Sara Jane	Nevada	IA	50201	Story	IA
N/A	1027100300	83N-23W-27	1027100300	Harrison	Norma R	Nevada	IA	50201	Story	IA
N/A	1028200400	83N-23W-28	1028200400	Walker	Joann C	Carrollton	OH	44615	Story	IA
N/A	1028400200	83N-23W-28	1028400200	Peters	Suzanne S	Iowa City	IA	52240	Story	IA
N/A	1028400300	83N-23W-28	1028400300	Peters	Suzanne S	Iowa City	IA	52240	Story	IA
N/A	1028300405	83N-23W-28	1028300405	Raymond H Evans Testamentary Tr		Kelley	IA	50134	Story	IA
N/A	1033300205	83N-23W-33	1033300205	Longnecker	Jeffrey L & Twila J	Ames	IA	50010	Story	IA
N/A	1404100210	82N-23W-4	1404100210	Cambridge Farms LLC		Ames	IA	50010	Story	IA
N/A	1409400105	82N-23W-9	1409400105	McMillen	Ronald J	Cambridge	IA	50046	Story	IA

Assessor Map	Assessor Parcel #	Township, Range, Section	Assessment #	Grantor's Last Name	Grantor's First Name	City	ST	ZIP	County	State
N/A	1409400305	82N-23W-9	1409400305	McMillen	Ronald J	Cambridge	IA	50046	Story	IA
N/A	1416200100	82N-23W-16	1416200100	Longnecker	Jeffrey L	Ames	IA	50010	Story	IA
N/A	1416200305	82N-23W-16	1416200305	Longnecker	Jeffrey L	Ames	IA	50010	Story	IA
N/A	1416200355	82N-23W-16	1416200355	Mary Jane Cairns LF		Ames	IA	50010	Story	IA
N/A	1416400110	82N-23W-16	1416400110	Mary Jane Cairns LF		Ames	IA	50010	Story	IA
N/A	1416400105	82N-23W-16	1416400105	Mary Jane Cairns LF		Ames	IA	50010	Story	IA
N/A	1416400155	82N-23W-16	1416400155	Longnecker	Jeffrey L	Ames	IA	50010	Story	IA
N/A	1421440105	82N-23W-21	1421440105	Longnecker	Jeffrey L	Ames	IA	50010	Story	IA
N/A	1428200400	82N-23W-28	1428200400	Cook	Duane N & Donna J	Cambridge	IA	50046	Story	IA
N/A	1428400405	82N-23W-28	1428400405	Kahler	Wade E & Pamela J	Cambridge	IA	50046	Story	IA
N/A	1428400215	82N-23W-28	1428400215	Kahler	Thomas J	Cambridge	IA	50046	Story	IA
N/A	1434300105	82N-23W-34	1434300105	Cahill	Thomas J	Nevada	IA	50201	Story	IA
N/A	1434300305	82N-23W-34	1434300305	Cahill	Thomas J	Nevada	IA	50201	Story	IA
N/A	1421460245	82N-23W-21	1421460245	Heartland Co Op	Kim D	Des Moines	IA	50325	Story	IA
N/A	0322127410	85N-22W-22	0322127410	Nelson		McCallsburg	IA	50154	Story	IA
N/A	0327200300	85N-22W-27	0327200300	Hill Farm Corp		McCallsburg	IA	50154	Story	IA
N/A	1103400100	83N-22W-3	1103400100	Erickson	Alan E	Nevada	IA	50201	Story	IA
N/A	1103400405	83N-22W-3	1103400405	Gaulke	Lynn D	Nevada	IA	50201	Story	IA
N/A	1110200105	83N-22W-10	1110200105	Welty Jr	Paul B	Nevada	IA	50201	Story	IA
N/A	1110200105	83N-22W-10	1110200105	Welty Jr	Paul B	Nevada	IA	50201	Story	IA
N/A	1110200105	83N-22W-10	1110200105	Welty Jr	Paul B	Nevada	IA	50201	Story	IA
N/A	1110100215	83N-22W-10	1110100215	Welty Jr	Paul B	Nevada	IA	50201	Story	IA
N/A	1109200205	83N-22W-9	1109200205	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1110100110	83N-22W-10	1110100110	Welty Jr	Paul B	Nevada	IA	50201	Story	IA
N/A	1109200305	83N-22W-9	1109200305	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1107420100	83N-22W-7	1107420100	Doty	Leon M & Robin L	Nevada	IA	50201	Story	IA
N/A	1013200305	83N-23W-13	1013200305	J & S Iowa Farms LLC		Ames	IA	50014	Story	IA
N/A	1013100400	83N-23W-13	1013100400	J & S Iowa Farms LLC		Ames	IA	50014	Story	IA
N/A	1033100200	83N-23W-33	1033100200	Twedt	Wade & Holly	Huxley	IA	50124	Story	IA
N/A	1033100400	83N-23W-33	1033100400	Longnecker	Jeffrey L & Twila J	Ames	IA	50010	Story	IA
N/A	1013200150	83N-23W-13	1013200150	Flummerfelt Properties LLC		Ames	IA	50010	Story	IA
N/A	0715100400	84N-22W-15	0715100400	John Fawcett Tr		Nevada	IA	50201	Story	IA
N/A	0715300200	84N-22W-15	0715300200	John Fawcett Tr		Nevada	IA	50201	Story	IA
N/A	1103200305	83N-22W-3	1103200305	Flynn	Gene M	Nevada	IA	50201	Story	IA
N/A	1103200105	83N-22W-3	1103200105	Flynn	Gene M	Nevada	IA	50201	Story	IA
N/A	1103400300	83N-22W-3	1103400300	Erickson	Alan E	Nevada	IA	50201	Story	IA
N/A	1107414420	83N-22W-7	1107414420	Brunning	Jay H	Nevada	IA	50201	Story	IA
N/A	1107414410	83N-22W-7	1107414410	Furman	Karen L	Nevada	IA	50201	Story	IA
N/A	1028400100	83N-23W-28	1028400100	Peters	Suzanne S	Iowa City	IA	52240	Story	IA
N/A	1110100300	83N-22W-10	1110100300	Welty Jr	Paul B	Nevada	IA	50201	Story	IA
N/A	1109200405	83N-22W-9	1109200405	Kinney-Lindstrom Foundation Inc		Mason City	IA	50402	Story	IA
N/A	1108300125	83N-22W-8	1108300125	Hawkeye Land Co		Cedar Rapids	IA	54201	Story	IA

Story County

Assessor Map	Assessor Parcel #	Township, Range, Section	Assessment #	Grantor's Last Name	Grantor's First Name	City	ST	ZIP	County	State
N/A	1107428205	83N-22W-7	1107428205	Crop Production Services Inc		Loveland	CO	80538	Story	IA
N/A	1012400590	83N-23W-12	1012400590	Walters	Robert E	Nevada	IA	50201	Story	IA
N/A	1107430105	83N-22W-7	1107430105	Kenealy	Kevin	Nevada	IA	50201	Story	IA
N/A	1107414440	83N-22W-7	1107414440	Webb	Tom L & Teresa K	Nevada	IA	50201	Story	IA
N/A	1107414485	83N-22W-7	1107414485	Streff	Robert J	Nevada	IA	50201	Story	IA
N/A	1107450125	83N-22W-7	1107450125	Iowa Falls Nursing Corp		Nevada	IA	50201	Story	IA
N/A	1107375001	83N-22W-7	1107375001	Swanson et al	Andrew J	Nevada	IA	50201	Story	IA
N/A	1013200520	83N-23W-13	1013200520	Walters	Robert E	Nevada	IA	50201	Story	IA
N/A	1013300105	83N-23W-13	1013300105	Max E & Dorothy J Heintz Rev Tr		Nevada	IA	50201	Story	IA