

Deed Record, No. 100, Madison County, Iowa

Charles W. McBride et al
To
Hydrocarbon Transportation, Inc.

#198
Fee \$6.50

Filed for record the 3 day of February
A.D. 1970 at 11:30 o'clock A. M.

Mary E. Welty, Recorder

MN-32

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Charles W. McBride and Lillian McBride, husband and wife; Jesse Earl McBride and Mabel McBride, husband and wife; Isaac McBride and Evelyn McBride, husband and wife; Elsie McBride Keast and Arthur P. Keast, wife and husband; Opal Abrahams and Dean Abrahams, wife and husband; Pauline McBride Haynes and Sherwood K. Haynes, wife and husband; Maxine McBride Miller and Lloyd D. Miller, wife and husband; Ruth McBride Ocain and Rex Ocain, wife and husband; Bertha McBride Darlington and John Darlington, wife and husband; hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, the receipt of Ten Dollars (\$10.00) of which is hereby acknowledged, does hereby grant and convey unto HYDROCARBON TRANSPORTATION, INC., a Delaware corporation, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, or pipelines, and appurtenances thereto, over, under, across and through a strip of land Eighty feet (80') in width across the following described land situated in the County of Madison, and State of Iowa, to-wit:

South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-eight (28) West

The centerline of said 80 foot strip to be located within 65 feet of the existing pipeline as shown on plat marked Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the said Hydrocarbon Transportation, Inc., its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purpose of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other purposes; provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed.

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It is further agreed as follows:

1. The balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipelines is constructed.
2. Grantee will bury all line pipe with a minimum cover of 48 inches so as not to interfere with the ordinary cultivation of the soil, except in rock in which the pipe will be buried to such depth as to have the top of pipe level with rock.
3. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences or buildings caused by the operations or activities of the Grantee; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.
4. Grantee will replace or rebuild to the satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction of said pipelines under and through the above-described premises.
5. In the event that the Grantee or its assigns shall at any time construct one additional line of pipe within its easement strip the then owner of the lands subject to this easement shall be entitled to receive an additional consideration of Five Dollars (\$5.00) per lineal rod for the pipeline so constructed, plus damages as provided for in paragraph 3, above.
6. The rights of the Grantee may be assigned in whole or in part.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 24 day of April, 1968.

Charles W. McBride
Charles W. McBride
Lillian McBride
Lillian McBride
Jesse Earl McBride
Jesse Earl McBride
Mabel McBride
Mabel McBride
Isaac McBride
Isaac McBride
Evelyn McBride
Evelyn McBride

Elsie McBride Keast
Elsie McBride Keast
Arthur P. Keast
Arthur P. Keast
Opal Abrahams
Opal Abrahams
Dean Abrahams
Dean Abrahams
Pauline McBride Haynes
Pauline McBride Haynes
Sherwood K. Haynes
Sherwood K. Haynes

Maxine McBride Miller
Maxine McBride Miller
Lloyd D. Miller
Lloyd D. Miller
Ruth McBride Ocain
Ruth McBride Ocain
Rex Ocain
Rex Ocain
Bertha McBride Darlington
Bertha McBride Darlington
John Darlington
John Darlington

This instrument drafted by: R. J. Bartlett
R. J. Bartlett

STATE OF IOWA COUNTY OF MADISON : SS

On this 26th day of April, A.D., 1968, before me Shirley A. Webster, personally appeared Charles W. McBride and Lillian McBride and Jesse Earl McBride and Mabel McBride to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Shirley A. Webster
Shirley A. Webster, Notary Public
in and for said County.
My commission expires July 4, 1969.

STATE OF IOWA COUNTY OF POLK) SS

On this 1st day of May, A.D. 1968, before me personally appeared Elsie McBride Keast and Arthur P. Keast to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Marilyn R. Dailey
Marilyn R. Dailey Notary Public
in and for said County
My commission expires July 4, 1968.

STATE OF IOWA COUNTY OF POLK) SS

On this 30th day of April, A.D., 1968, before me Marion E. Williams, personally appeared

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Bertha McBride Darlington and John Darlington to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Marion E. Williams
Marion E. Williams, Notary Public
in and for said County.
My commission expires July 3, 1969

STATE OF ARIZONA COUNTY OF MARICOPA: SS

On this 7th day of June, A.D. 1968, before me personally appeared Isaac McBride and Evelyn McBride to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Gertrude E. Miller
Gertrude E. Miller, Maricopa Notary
Public in and for said County
My commission expires Jan. 23, 1970.

STATE OF ARIZONA COUNTY OF MARICOPA : SS

On this 21 day of May, A.D. 1968, before me Marie V. Schroeder, personally appeared Opal Abrahams and Dean Abrahams to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Marie V. Schroeder
Marie V. Schroeder, Notary Public
in and for said County.
My commission expires 2/25, 1969

REPUBLIC OF FRANCE, CITY OF PARIS)
EMBASSY OF THE UNITED STATES OF AMERICA) SS:

On this 1st day of July, A.D. 1968, before me, Donald R. Ness, personally appeared Paul McBride Haynes - - - to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(EMBASSY SEAL)

Donald R. Ness
Donald R. Ness, American Vice Consul

STATE OF MARYLAND COUNTY OF BALTIMORE: SS

On this 18th day of July, A.D. 1968, before me Ruth Nash, personally appeared Maxine McBride Miller and Lloyd D. Miller to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Ruth Nash
Ruth Nash, Notary Public
in and for said County.
My commission expires 7-1, 1969

STATE OF MONTANA COUNTY OF LINCOLN: SS

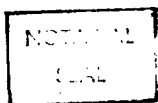
On this 13th day of May, A.D. 1968, before me A. P. Minde, personally appeared Ruth McBride Ocain and Rex Ocain to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

A. P. Minde
A. P. Minde, Notary Public
in and for said County.
My commission expires July 24, 1968.

STATE OF MICHIGAN COUNTY OF INGHAM

On this 8th day of July, A.D. 1968, before me Lorraine Creed, notary, personally appeared Sherwood K. Haynes to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

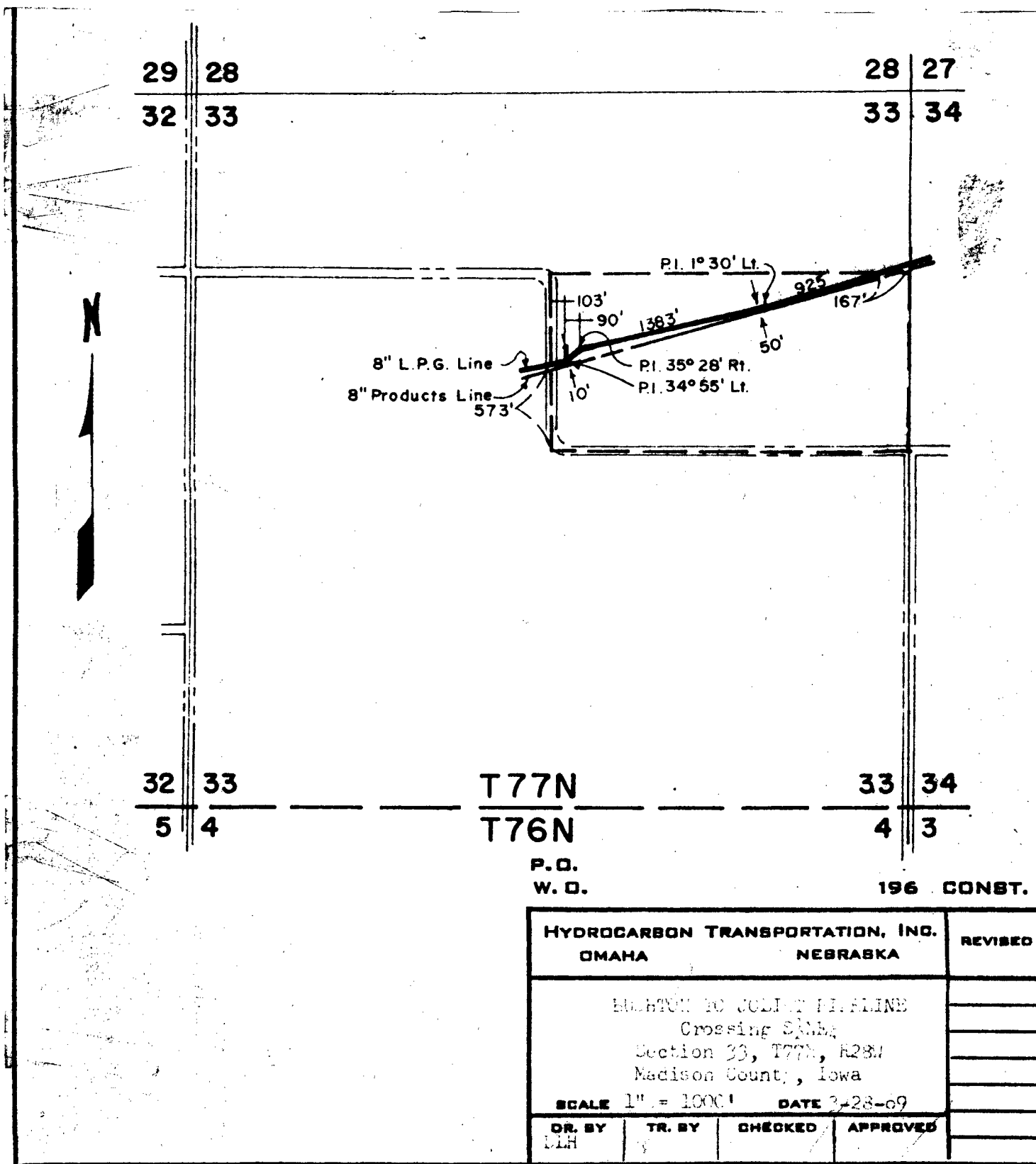


Lorraine Creed
Lorraine Creed Notary Public
in and for said County
My commission expires April 12, 1969

*See Plat on
Reverse Side*

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MATT PARROTT & SONS CO., WATERLOO, IOWA 68-1841



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DWG. No.

Emmert & Helen B. Curtis
To

Williams Bros. Pipe Line Co.

RIGHT OF WAY AGREEMENT

#586
Fee \$2.50

Filed for record the 1st day of
May A. D. 1970 at 4:25 o'clock
P.M.
Mary E. Welty, Recorder

Tract No. 095-12MA-14
095-12MA-16

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to WILLIAMS BROTHERS PIPE LINE COMPANY, a Delaware corporation, whose mailing address is P.O. Drawer 3448, Tulsa, Oklahoma 74101, its successors and assigns, herein called Grantee, an easement and right of way to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, and remove a pipeline or pipelines and appurtenances at any time or times for the transportation of liquids, gases, and/or solids upon and along a route or routes to be selected by Grantee, on, over and through the following described land located in the County of Madison, State of Iowa, to wit:

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) except 1 acre in the Southwest Corner for School House Site, in Section 13; and the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) and the South 5 acres of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), in Section 14; and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), and the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), and the East Half of the Northwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$), in Section 23; all in Township 74 North, Range 26 West of the 5th P.M.
For a total of 217 lineal rod

with the right of ingress and egress to and from said easement and right of way for the purposes aforesaid. Grantee may temporarily use work space as needed during the exercise

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of the rights granted herein. Grantee agrees to pay or cause payment to be made for damages to crops, timber and improvements of Grantor directly resulting from the exercise of the rights herein granted; provided, however, that after the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the pipeline easement and right of way in the clearing of such obstructions from said easement and right of way.

Grantor shall be paid an additional consideration at the rate of One Dollar per lineal rod, or a fraction thereof, for the first pipeline constructed under this grant on the above described premises. Thereafter, Grantor shall be paid an additional consideration at the rate of \$1.00 per lineal rod, or a fraction thereof, for each additional pipeline constructed from time to time under this grant on the above described premises. Each of such additional pipelines shall be laid as nearly parallel and as close as practicable to the first pipeline installed hereunder.

Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee. Any pipeline or pipelines constructed under this agreement shall be buried across tillable lands to such depth as will not interfere with normal tilling methods employed at the time of such construction, except that Grantee, at its option, may construct its pipelines above the channel of any natural or man-made stream, ravine, ditch or other water course.

It is agreed that any payment due hereunder may be made direct to Grantor, or any one of them, or by depositing such payment to the credit of Grantor, or any one of them, in the -- Bank, of --.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon the heirs to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

The instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. The easement and right of way herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee, its successors and assigns, until such time as Grantee, its successors and assigns, releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF THE 30 DAY OF Mar, A.D. 1970.

GRANTORS:

Emmert Curtis
Emmert Curtis
Helen B. Curtis
Helen B. Curtis

Signed, sealed and delivered in the presence of:
K. F. Gascoigne
K. F. Gascoigne, RIGHT OF WAY AGENT

Draft No. 8051
Tract No. 095-12MA-14
095-12MA-16

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ILLINOIS COUNTY OF COLES

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 30 day of March, 1970, personally appeared Emmert Curtis & Helen B. Curtis, his 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.

Truman E. Davis
Truman E. Davis Notary Public
My commission expires Feb. 21, 1971.