

PIPELINE EASEMENT COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That REED BROTHERS, INC.

and WORTH H. DEETS and MILDRED Y. DEETS, husband and wife

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:

Northeast Quarter of the Southeast Quarter (NE¹/₄SE¹/₄) and the Southeast Quarter of the Northeast Quarter (SE¹/₄NE¹/₄) of Section Thirty-two (32), 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 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.

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 pipeline is constructed.

~~XXXXXX THE GRANTOR HEREBY RELEASES, DEFENDS, RELEASES, AND AGREES TO HOLD HARMLESS THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL SUCH CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, OPERATION OR REMOVAL OF ANY PIPELINES OR APPURTENANCES THEREON, OR IN CONNECTION WITH THE USE OF THE EASEMENT STRIP CONVEYED HEREBY, OR IN CONNECTION WITH THE PERFORMANCE OF ANY OBLIGATIONS OF THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, UNDER THIS EASEMENT AGREEMENT.~~

3. Grantee will bury all line pipe ~~to a sufficient depth~~ /with a minimum cover of 48 inches so as not to interfere with the ordinary cultivation of the soil, except in rock on which the pipe will be buried to such depth as to have the top of pipe level with rock.

4. 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.

5. 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.

6. ~~The exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being ----- feet on the ----- side and ----- feet on the ----- side of the centerline thereof.~~

7. In the event that the Grantee or its assigns shall at any time construct one ~~or more~~ additional lines 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 ~~each~~ pipeline so constructed, plus damages as provided for in paragraph 4, above. /the

FOR AMENDMENT OR
RECORD 127 NOV 20 1971

IND ☒
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8. The rights of the Grantee may be assigned in whole or in part.

~~9. This instrument contains the entire agreement of the parties; there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.~~

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 23 day of April, 19 68.

REED BROTHERS, INC.

By Harry F. Reed
Harry F. Reed, President

Worth H. Deets
Worth H. Deets

Mildred Y. Deets
Mildred Y. Deets

This instrument drafted by:

Kenneth Rattner
Kenneth Rattner

STATE OF IOWA : SS.
COUNTY OF MADISON :

On this 27 day of May, A.D.,
1968, before me Shirley A. Webster, personally appeared
Worth H. Deets and Mildred Y. Deets

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.

Shirley A. Webster
Shirley A. Webster

Notary Public in and for said County

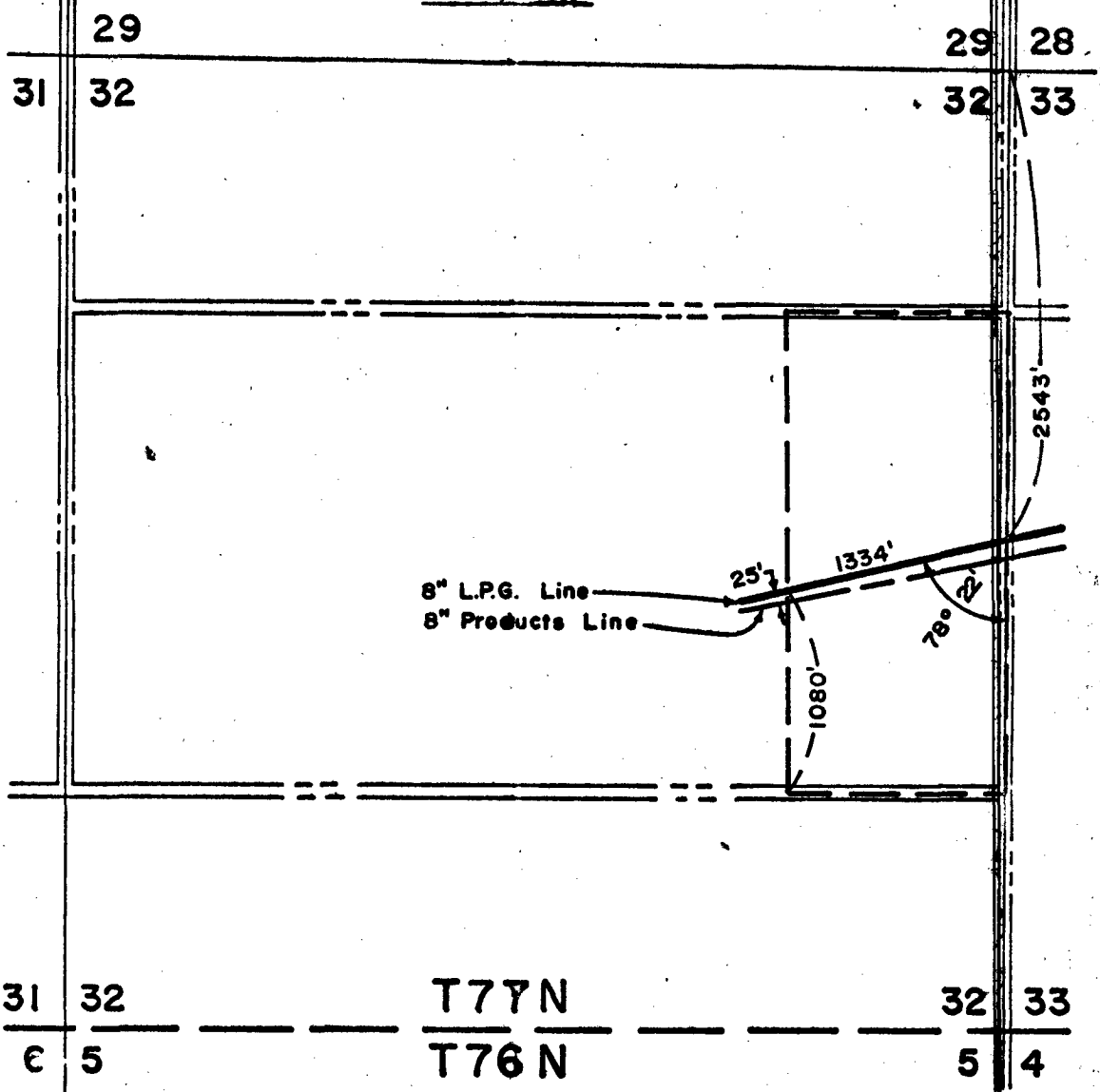
My commission expires July 4, 19 69

STATE OF IOWA :
COUNTY OF MADISON : SS

On this 24th day of April, A.D. 19 68, before me, a
Notary Public, in and for said county, personally appeared
Harry F. Reed, to me personally known, who being by me duly sworn did
say that he is president of said corporation, ~~that the seal affixed to~~
~~said instrument is the seal of said corporation~~ and that said instrument was signed and
~~executed~~ on behalf of the said corporation by authority of its board of directors and the
said Harry F. Reed acknowledged the execution of said instrument
to be the voluntary act and deed of said Corporation by it voluntarily executed.

Shirley A. Webster
Notary Public in and for said County
Shirley A. Webster

EXHIBIT "A"



P.O.
W. O.

196 CONST.

HYDROCARBON TRANSPORTATION, INC. OMAHA			REVISID
BUSHTON TO JOLIET PIPELINE Crossing NE $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 32, T77N, R28W Madison County, Iowa SCALE 1" = 1000' DATE 3-28-69			
DR. BY DLH	TR. BY	CHECKED	APPROVED <i>[Signature]</i> 4/1/70

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DWG. No.

MN-29