

PIRAN & CAMERON CO., SAVANPORT, IOWA 52744 FORM 2127 1281

NOT. NO. 3142-IOWA

PIPELINE EASEMENT

FROM

Neal Day & wife

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 17 day of June

A.D., 19 68, at 1:34 o'clock P. M.

#878

Mary E. Welty

Recorder

By

Fee \$ 3.50

Deputy

J.M.M.

PIPELINE EASEMENT

MN-33A

KNOW ALL MEN BY THESE PRESENTS:

That Neal Day and Marilyn Day, 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 Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-three (33), and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-four (34); all in 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.

2. ~~Grantee shall pay to Grantor the sum of ten dollars (\$10.00) for each additional line of pipe constructed within the easement strip.~~

3. ~~Grantee shall bury all line pipe to a depth of 48 inches, 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. ~~Grantee shall pay to Grantor the sum of five dollars (\$5.00) for each additional line of pipe constructed within the easement strip.~~

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

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

9. ~~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.~~

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.

Neal Day

Neal Day

Marilyn Day

Marilyn Day

This instrument drafted by:

Kenneth Rattner

Kenneth Rattner

STATE OF IOWA

COUNTY OF Madison } ss.

On this 24 day of April, A.D., 19 68, before me Shirley A. Webster

personally appeared Neal Day and Marilyn Day

to me known to be the person S 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

NOTARIAL

My commission expires July 4, 1969.

STATE OF IOWA

COUNTY OF } ss.

On this day of , A.D., 19 , before me

personally appeared

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

Notary Public in and for said County

My commission expires , 19 .

FOR ASSIGNMENT SEE

Deed Record 127-1 Page 208

FOR PLAT
See Page 453

DEED

Record No. 97,

MADISON

County,

PIPLAN & CHAMBERLAIN CO., DAYTON, OHIO 2722A FORM 2181 12-61

PLAT NO. 3942-IOWA

PIPELINE EASEMENT
FROM

Filed for record on the _____ day of _____

A.D., 19____, at _____ o'clock _____ M.

Recorder

By _____

Deputy

Fee \$ _____

TO

Hydrocarbon Transportation, Inc.

MN-33A

Exhibit "A" attached hereto
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executed the same as _____ voluntary act and deed.

My commission expires _____, 19____.

STATE OF IOWA

COUNTY OF _____ } ss.

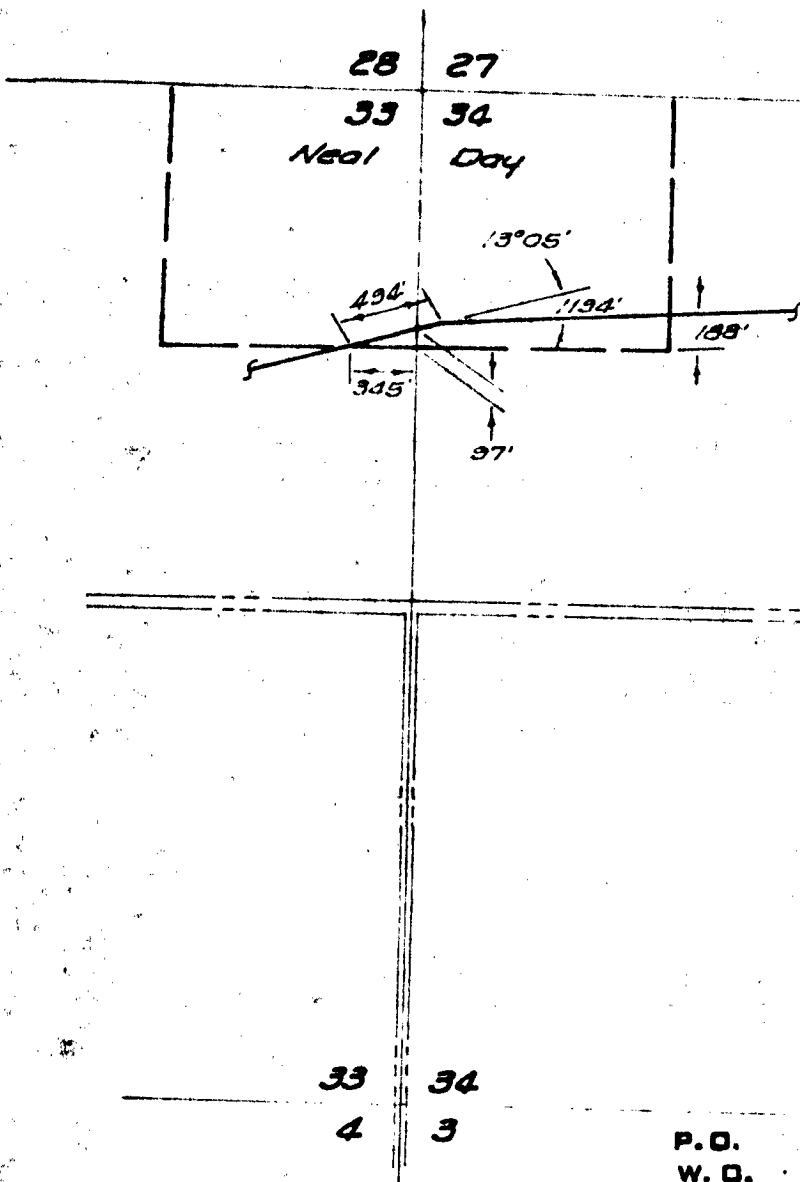
On this _____ day of _____, A.D., 19____, before me _____,
personally appeared _____

to me known to be the person _____ named in and who executed the foregoing instrument, and acknowledged that _____
executed the same as _____ voluntary act and deed.

My commission expires _____, 19____.

Notary Public in and for said County

Notary Public in and for said County



P.O.
W. O.

196 CONST.

HYDROCARBON TRANSPORTATION, INC. OMAHA NEBRASKA		REVISED
EUSHTON TO JOLIET PIPELINE Crossing NE 1/4 Sec. 33 And NW 1/4 NW 1/4 Sec. 34-T77N-R28W Madison County, Iowa		
SCALE 1" = 1000' DATE 5-20-68		
DR. BY FWK	TR. BY	CHECKED APPROVED