

PURAN & CHAMBERS CO., DAVENPORT, IOWA 52722 FORM 3152-1981

N.T.S. NO. 3342-IOWA

PIPELINE EASEMENT
FROM
Mildred D. Smith & hsb.

TO
Hydrocarbon Transportation, Inc.

Filed for record on the 17 day of June
A.D., 19 68 at 1:37 o'clock P. M.
#881 Mary E. Welty Recorder
By Deputy
Fee \$ 3.50 I.M.M.

MN-55

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mildred D. Smith and Virgil T. Smith, 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:

Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and Northeast
Quarter (NE $\frac{1}{4}$), all in Section Twenty-two (22), Township Seventy-
seven North (77N), Range Twenty-seven West (27W)

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. ~~Grantor covenants and warrants that the above described land is free from all liens, mortgages, judgments, taxes, and other encumbrances, and that the same are not subject to any claim of any person other than the Grantor.~~
3. Grantee will bury all line pipe ~~in a trench at least 48 inches deep~~ with a minimum cover 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 activi-
ties 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. ~~Grantor covenants and warrants that the above described land is free from all liens, mortgages, judgments, taxes, and other encumbrances, and that the same are not subject to any claim of any person other than the Grantor.~~
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.
8. The rights of the Grantee may be assigned in whole or in part.
9. ~~Grantor covenants and warrants that the above described land is free from all liens, mortgages, judgments, taxes, and other encumbrances, and that the same are not subject to any claim of any person other than the Grantor.~~

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

Dated this 25 day of April, 1968.

Mildred D. Smith
Mildred D. Smith
Virgil T. Smith
Virgil T. Smith

This instrument drafted by:

Kenneth Rattner

Kenneth Rattner

STATE OF IOWA

COUNTY OF Madison } ss.

On this 25 day of April, A.D., 19 68, before me Shirley A. Webster
personally appeared Mildred D. Smith and Virgil T. Smith

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
My commission expires July 4, 19 69.

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 122-7-1968-244

FOR PLAT SEE
PAGE 259

DEED

Record No. 97

MADISON

County,

FIELD & CHAMBERLAIN CO., DAVENPORT, IOWA 52734 FORM 1117-1961

FIELD NO. 3342-IOWA

PIPELINE EASEMENT
FROM

Filed for record on the _____ day of _____

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

Recorder

TO

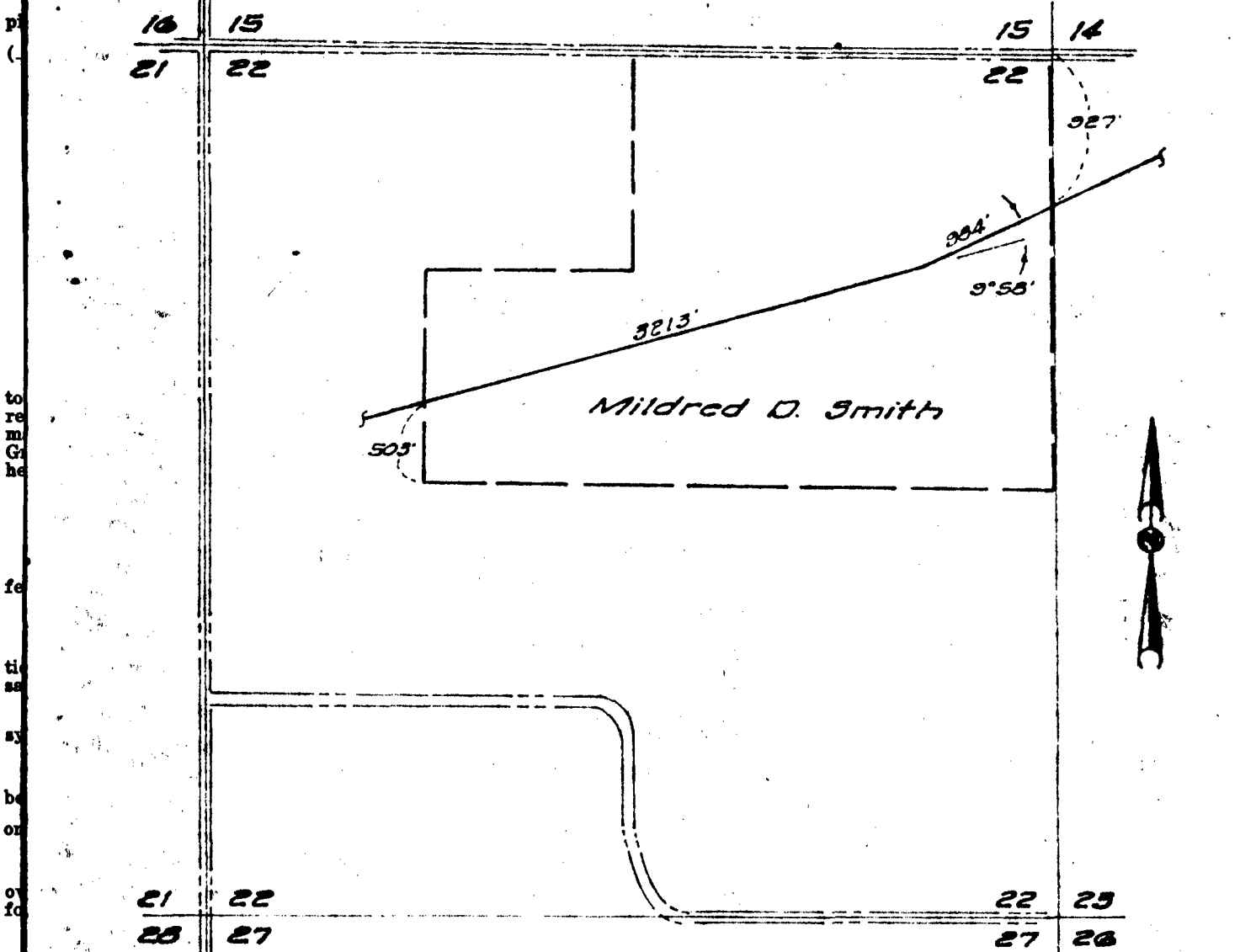
By _____ Deputy

Hydrocarbon Transportation, Inc.

Fee \$ _____

MN-55

Exhibit "A" attached hereto
and made a part hereof.



hereinafter
pipeline, on
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Iowa, to-wit:

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P. O.
W. O.

196 CONST.

HYDROCARBON TRANSPORTATION, INC.		REVISED
OMAHA	NEBRASKA	
BUSHTON TO JOLIET PIPELINE Crossing SE 1/4 NW 1/4 & NE 1/4 Section 22-T77N-R27W Madison County, Iowa		
SCALE 1" = 1000' DATE 5-20-68		
DR. BY FWK	TR. BY	CHECKED APPROVED

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

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