FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 27234 FORM 2131 1261 · N.T.I. NO. 3342-IOWA

PIPELINE EASEMENT
FROM
Otto Ziemann & wife

TO
Hydrocarbon Transportation, Inc.

Filed for record on the 17 day of June
A.D., 19 68, at 1:28 o'clock P. M.
#872 Mary E. Welty Recorder
By Deputy
Fee $ 2.50 I.M.M.

Ethane -MN-48

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Otto Ziemann and Eveline Ziemann husband and wife

hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of two dollars ($2.00) per lineal rod and other valuable considerations, the receipt of ten Dollars ($ 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 the Southeast Quarter (SE¼ SE¼) in Section Twenty (20); and also the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) and the North Half of the Southwest Quarter (N½ SW¼) in Section Twenty-one (21); all in the Township Seventy-seven (77) North, Range Twenty-seven (27) West

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. During construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than - - - feet (- -) in width on each side of the easement strip referred to above for working space only.

3. Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

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 forty feet on XXXX XXXXXX XXXXXXXX XXXXX each 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 two dollars ($2.00) 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. 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 14 day of March , 19 68.

Otto Ziemann
Otto Ziemann
Eveline Ziemann
Eveline Ziemann

FOR ASSIGNMENT SEE Deed RECORD 127 PAGE 708

This instrument drafted by:
Kenneth Rattner
Kenneth Rattner

STATE OF IOWA
COUNTY OF Madison } ss.

On this 3 day of April , A.D., 19 68, before me a Notary Public personally appeared Otto Ziemann and Eveline Ziemann husband and wife

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.

E. C. Vierling
E. C. Vierling 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__.