

PIPELINE EASEMENT

FROM

Avis M. Yahnke

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 1 day of July

A.D., 1968, at 1:44 o'clock P. M.

#949

Mary E. Welty

Recorder

By

Fee \$ 3.50 J.M.M.

Deputy

MN-77

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Avis M. Yahnke a widow

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 Northwest Quarter (NE 1/4 NW 1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West

The centerline of said 80 foot strip to be 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) per lineal rod of pipeline constructed, plus damages as provided for in paragraph 4, above.~~

3. ~~Grantee shall bury all line pipe so as not to interfere with the ordinary cultivation of the soil.~~

which the pipe will be buried to such depth as to have the top of the pipe level with rock with a minimum cover of 48" except in rock on

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 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.~~

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 ten dollars (\$10.00) 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 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 30 day of April, 1968.

Avis M. Yahnke
Avis M. Yahnke

This instrument drafted by:

Kenneth Rattner

STATE OF IOWA Kenneth Rattner

COUNTY OF Madison ss.

On this 30 day of April, A.D., 1968, before me a Notary Public

personally appeared Avis M. Yahnke a widow

to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she

executed the same as her voluntary act and deed.

My commission expires July 4, 1969

STATE OF IOWA E. C. Vierling Notary Public in and for said County

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

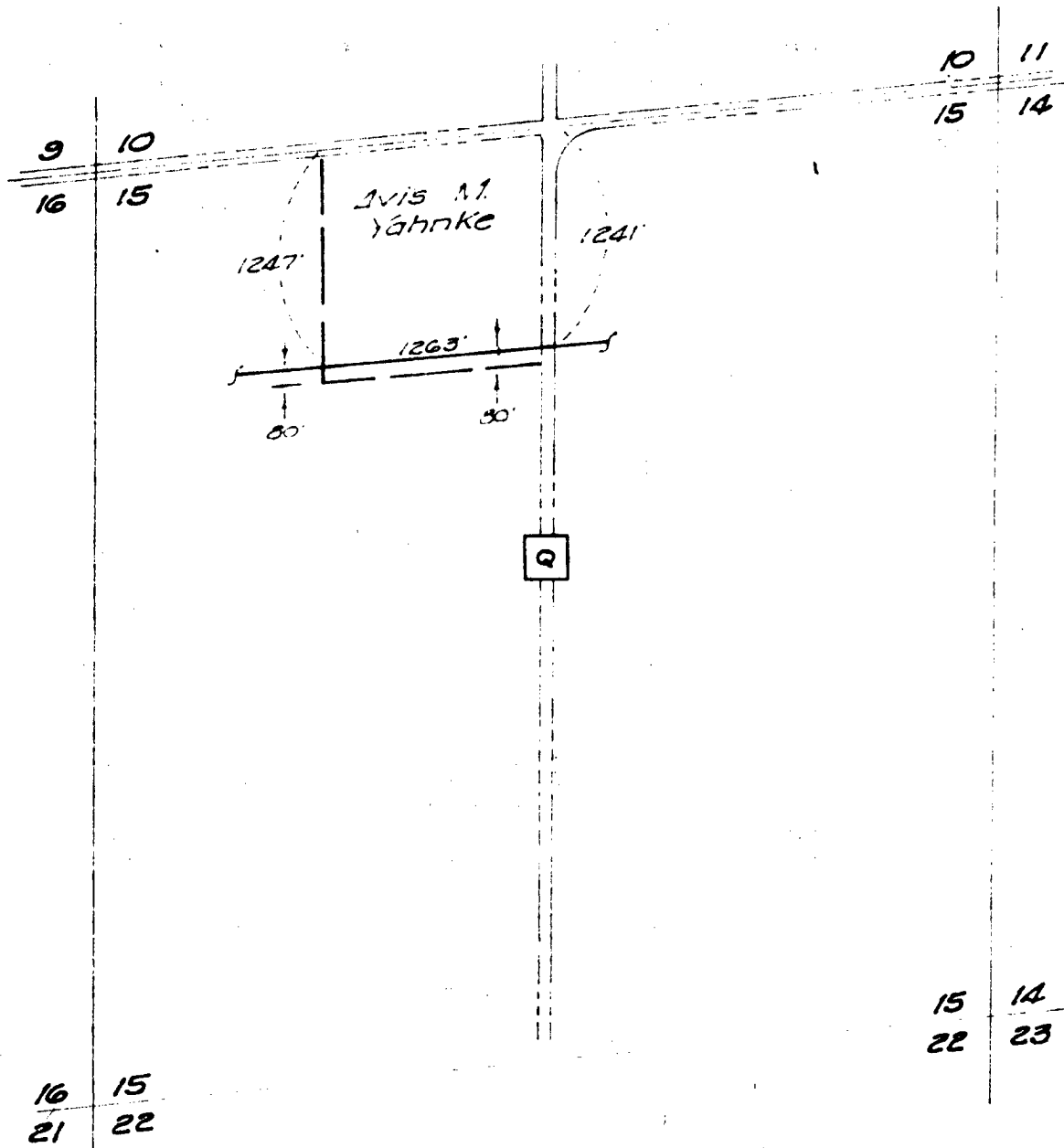
Notary Public in and for said County

SECRET

J. H. WELCH PRTG. CO., DES MOINES 6884

MN-77

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



P.O.

W. O.

1968 CONST.

HYDROCARBON TRANSPORTATION, INC.		REVISED
OMAHA	NEBRASKA	
BUXTON TO JOLIET PIPELINE		
Crossing NE 1/4 NW 1/4		
Section 15-T77N-R26W		
Madison County, Iowa		
SCALE 1" = 1000'		DATE 5-22-68
DR. BY	TR. BY	CHECKED
FWK		
		APPROVED

STANDARD BLUE PRINT, ENAMA 511457

DWG. No.

1-77

Exhibit "A"

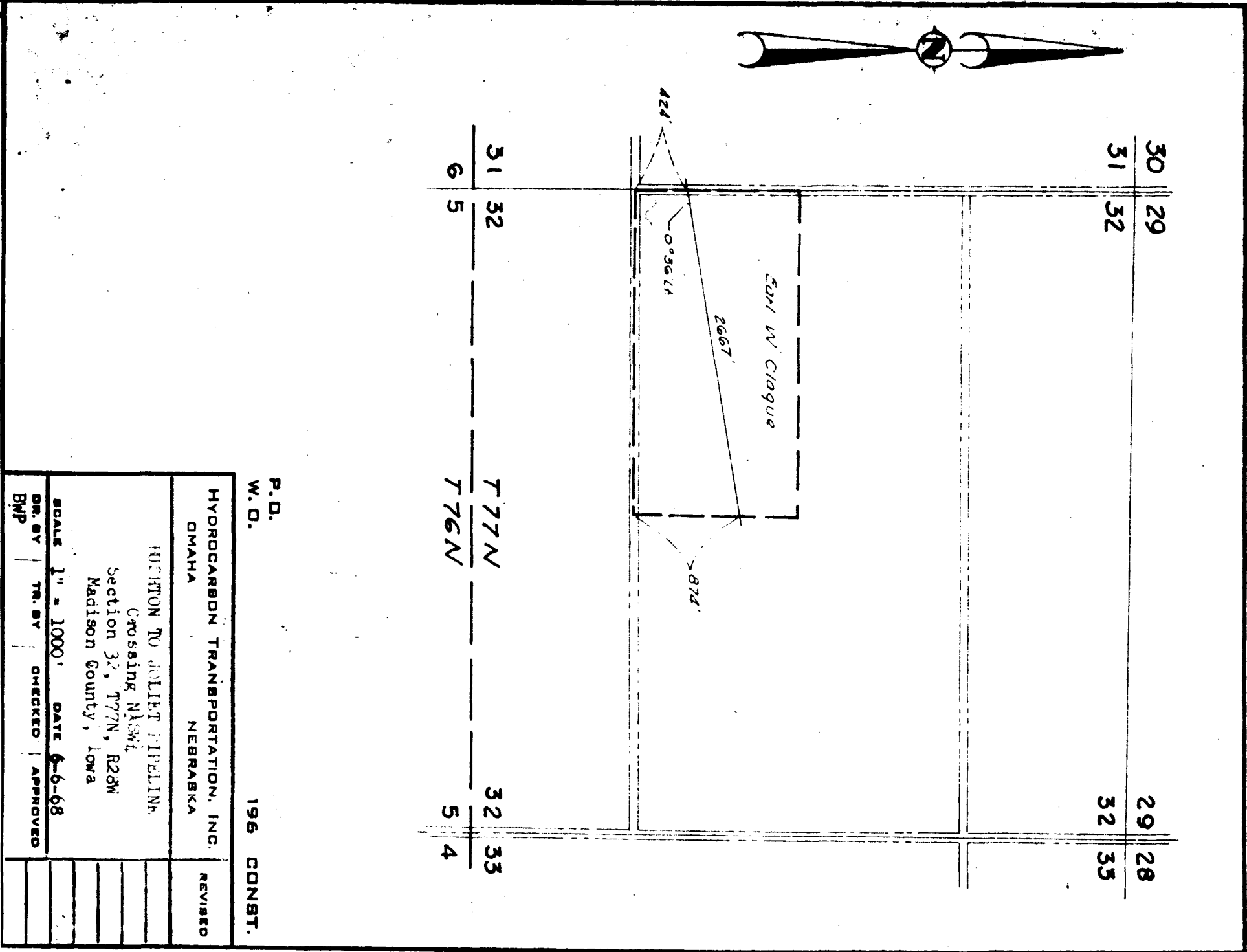


EXHIBIT "B"

