

DEED

Record No. 97

MADISON

County,

FIDLER & CHAMBERS CO., DAVENPORT, IOWA 27234 FORM 215J 1261

HEAVEN NOT SO FAR AWAY

PIPELINE EASEMENT

FROM

Earl W. Clague & wife

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 1 day of July

A.D., 19 68, at 1:45 o'clock P M.

#950

Mary E. Welty

Recorder

By LM.M.

Deputy

Fee \$ 4.50

MN-27

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Earl W. Clague and Marv M. Clague, his 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, ~~xx~~
~~structures~~, 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:

North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{2}$) of Section
Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-
eight (28) West

The center line of said 80 foot strip shall be located north of and within 25 feet of the center of grantee's existing easement, the location of which is shown by the plat attached hereto and made a part hereof as Exhibit A.

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. ~~The right of way hereby conveyed includes all easements or other rights needed for the construction, maintenance and operation of said pipelines, ditches, drains, culverts, bridges, structures, buildings, fences, gates, etc., now owned by the grantee or hereafter acquired by him, which are situated upon or adjacent to the land herein described, and also such additional lands as may be required for the same purposes.~~
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 pipeline 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 ~~X X X M A N Y F O T~~ each side of the centerline thereof. ~~X X X E A C H S I D E OF THE CENTERLINE THEREOF.~~
7. ~~In the event that the Grantee fails to construct the pipelines, ditches, drains, culverts, bridges, structures, buildings, fences, gates, etc., within the period specified in Article II of this instrument, the entire interest therein shall revert unto the Grantor without compensation, and the parties hereto agree that no action at law or in equity shall lie against either party for breach of this agreement.~~ See Below
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 24th day of May, 1968

Earl W. Clague
Earl W. Clague
Mary M. Clague
Mary M. Clague

This instrument drafted by:

Kenneth Rattner

Kenneth Rattner

STATE OF IOWA }
STORY ss.

On this 24th day of May, A.D. 1968, before me Richard J. Lowther

personally appeared Earl W. Clague and Mary M. Clague, his 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.

My commission expires July 4, 1969

STATE OF IOWA } ss.
COUNTY OF _____ }

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

7. Under crossing of any tile line or lines shall be by Method I as shown on the cross-section drawing attached hereto and made a part hereof as Exhibit B. It is further agreed that channel irons rather than pipe sections shall be used to support such tile line or lines above any said under crossing.
10. Any and all tile lines cut in the construction of said pipeline shall, until replaced or rebuilt as herein provided, be protected with burlap or other suitable materials to prevent silting or plugging of said lines.