

DEED

Record No. 97

MADISON

County,

PIPLAR & CHAMBERS CO., DAVENPORT, IOWA 52724 FORM 2151 (1961)

H.L.L. NO. 3342-IOWA

PIPELINE EASEMENT
FROM
Carold Rinard & wife

TO
Hydrocarbon Transportation, Inc.

Filed for record on the 1 day of July
A.D., 1968, at 1:47 o'clock P. M.
#952 Mary E. Welty Recorder
By J.M.M. Deputy
Fee \$ 2.50

PIPELINE EASEMENT

MN-65

KNOW ALL MEN BY THESE PRESENTS:
That Carold Rinard and his wife, Betty L. Rinard

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 (SE $\frac{1}{4}$) of Section Thirteen (13), Township Seventy-seven (77) North,
Range Twenty-seven (27) West and the West Half of Lot Three (3) of Fractional Section
Eighteen (18), Township Seventy-seven (77) North, Range Twenty-six (26) West

Said line shall be located within 50 feet of a presently existing pipeline. Grantee
shall have the right to vary said location for the purpose of avoiding damage to the
pond and spring located on said premises and for no other reason except by agreement
of the parties. Grantee will bury all pipeline with a minimum cover of 48 inches ex-
cept when traversing terraces at which point said line shall have a minimum cover of
6 feet, so as not to interfere with the ordinary cultivation of the soil.

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. ~~XXXXXX~~
3. ~~XXXXXX~~
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. 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 ~~XX~~ ~~XXXXXXXXXX~~ ~~XXXXXX~~
~~XXXXXX~~ 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 not less than first line
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. ~~XXXXXX~~

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 24 day of April, 19 68.

Carold Rinard
Carold Rinard
Betty L. Rinard
Betty L. Rinard

This instrument drafted by:

Kenneth Rattner

STATE OF IOWA

COUNTY OF MADISON

ss.

On this 24 day of April, A.D., 19 68, before me a Notary Public

personally appeared Carold Rinard and Betty L. Rinard

to me known to be the personS 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, 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.

My commission expires, 19.

Notary Public in and for said County

Grantee will pay for all other damages resulting from Grantee's failure to provide
adequate gates and fences or to keep gates closed during the period of construction.
This liability shall apply only to the act or omissions of Grantee.

For acknowledgment see
file 16-336.

Admitted 127 Nov 208