

PIPELINE EASEMENT

FROM
Ted Lenocker et al

TO
Hydrocarbon Transportation, Inc.

Filed for record on the 1 day of July
A.D., 19 68, at 1:38 o'clock P. M.
#943 Mary E. Welty Recorder
By _____ Deputy
Fee \$ 2.50 I.M.M.

MN-3

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ted Lenocker and Geraldine Lenocker H&W, Contract Purchasers, Kathryn Kendall and Russell E. Kendall H&W; Essie Jorgensen a widow (the Fee Owners) 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, ~~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:

South Half of the Northeast Quarter (S½ NE¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-nine (29) West

Said pipeline to be located within 50 (fifty) feet of an existing pipeline.

10. If a crop deficiency occurs within said easement strip, the grantee shall reimburse grantor for said deficiency after having the opportunity to inspect and measure said deficiency, providing that grantor or his agent shall notify the grantee at least thirty days before the harvest of said crop.

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 \$10.00 per lineal rod of the easement strip conveyed hereby, to be paid in full at the time of the construction of the first pipeline.~~
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, or by the reconstruction or repair.
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 ~~each~~ ~~each~~ each side of the centerline thereof.
7. ~~Grantee shall pay to Grantor the sum of \$10.00 per lineal rod of the easement strip conveyed hereby, to be paid in full at the time of the construction of the first pipeline.~~
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 20 day of April, 19 68.

Essie Jorgensen
Essie Jorgensen

Ted Lenocker
Ted Lenocker
Geraldine Lenocker
Geraldine Lenocker
Kathryn Kendall
Kathryn Kendall
Russell E. Kendall
Russell E. Kendall

This instrument drafted by:

Kenneth Rattner
Kenneth Rattner

STATE OF IOWA
COUNTY OF Madison } ss.

On this 20 day of April, A.D., 19 68, before me a Notary Public personally appeared Ted Lenocker and Geraldine Lenocker, 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.

(NOTARIAL SEAL)

E. C. Vierling

My commission expires July 4, 19 69

E. C. Vierling Notary Public in and for said County

STATE OF ~~NEBRASKA~~ NEBRASKA } ss.
COUNTY OF DOUGLAS

On this 10th day of May, A.D., 19 68, before me a Notary Public personally appeared Kathryn Kendall and Russell E. Kendall, 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.

(NOTARIAL SEAL)

William H. Young

My commission expires April 1, 1973.

William H. Young Notary Public in and for said County

STATE OF IOWA COUNTY OF MADISON) SS:

On this 16 day of May, A.D. 1968, before me a Notary Public personally appeared Essie Jorgensen 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.

E. C. Vierling

E. C. Vierling Notary Public
in and for said County.

My commission expires July 4, 1969