

DEED

Record No. 97

MADISON

County,

PIPER & CHAMBERLAIN CO., DAVENPORT, IOWA 52724 FORM 2117 (1961)

NOT. NO. 3344-IOWA

PIPELINE EASEMENT

FROM

Emmett C. Hartz et al

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 1 day of July

A.D., 19 68, at 1:40 o'clock P.M.
#945 Mary E. Welty

Recorder

By L.M.M.
Fee \$ 3.50

Deputy

MN-66

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Emmett C. Hartz, a single person and Glenn E. Hartz, a single person,

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:

The East Half of Lot Three (3) of fractional Section and the North
Half of Lot Five (5) of fractional Section Eighteen (18), Township
Seventy-seven (77) North, Range Twenty-six (26) West

The centerline of said 80 foot strip to be located within 65 feet
of the existing pipeline 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 not use the easement strip for any purpose other than the construction, maintenance and operation of pipelines and appurtenances thereto.~~

3. Grantee will bury all line pipe ~~with a minimum cover of 48 inches~~ **with a minimum cover of 48 inches except in rock in which**
the pipe will be buried to such depth as to have the top of pipe level with rock.
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. ~~Grantee shall not use the easement strip for any purpose other than the construction, maintenance and operation of pipelines and appurtenances thereto.~~

7. In the event that the Grantee or its assigns shall at any time construct one ~~or more~~ additional line(s) 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 five dollars (\$5.00) 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. ~~Grantee shall not use the easement strip for any purpose other than the construction, maintenance and operation of pipelines and appurtenances thereto.~~

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 25 day of April, 19 68

Emmett C. Hartz
Emmett C. Hartz
Glenn E. Hartz
Glenn E. Hartz

This instrument drafted by:

Kenneth Rattner

Kenneth Rattner

STATE OF IOWA

COUNTY OF MADISON

ss.

On this 25 day of April, A.D., 19 68, before me Shirley A. Webster

personally appeared Emmett C. Hartz and Glenn E. Hartz

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

My commission expires July 4, 19 69 Shirley A. Webster Notary Public in and for said County

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 .

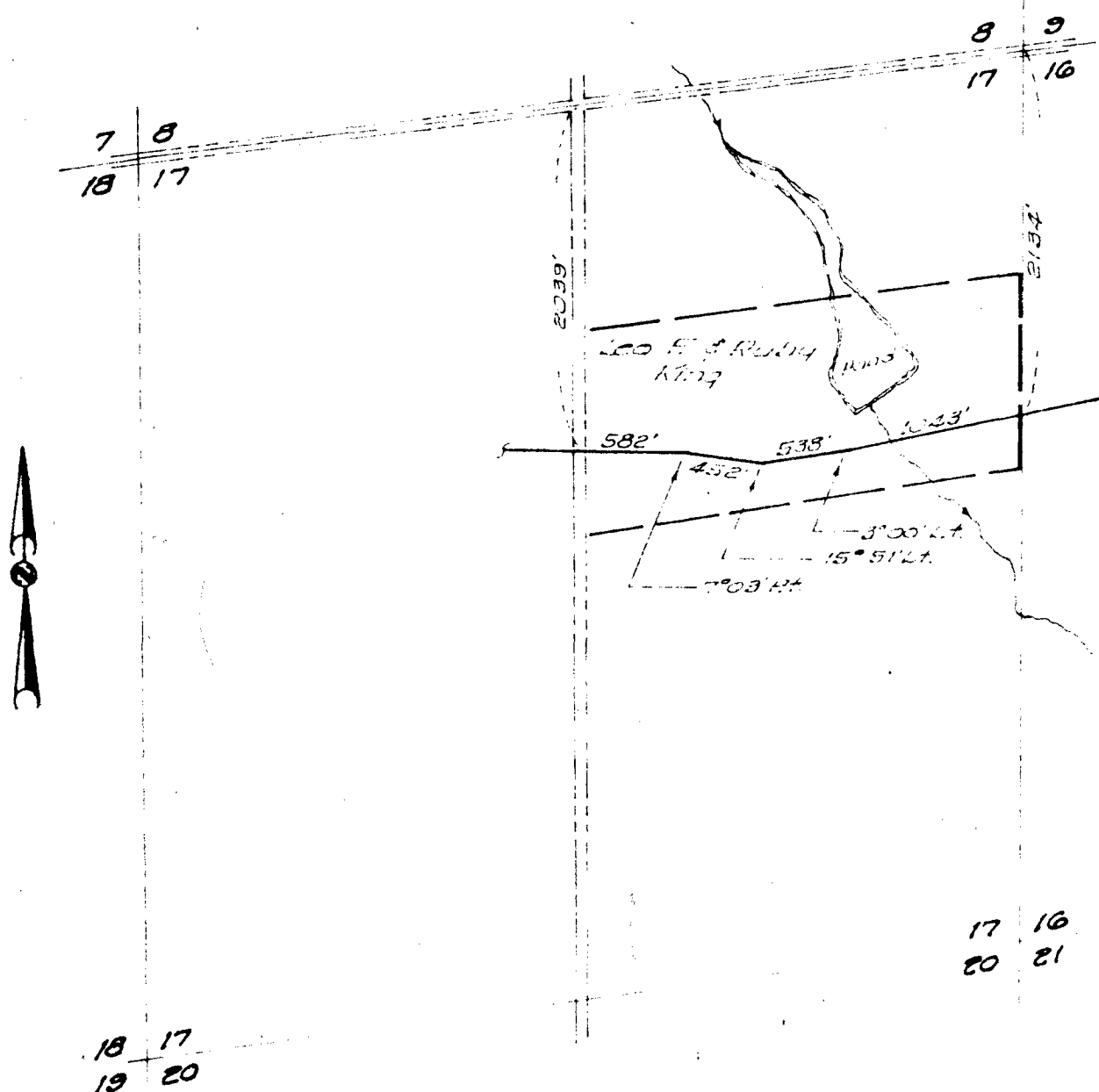
Notary Public in and for said County

FOR ASSIGNMENT SEE
Deed Record 127 page 208

J. M. WELCH PRtg. CO., DES MOINES 6134

MN-71

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



P.O.
W.O.

1968 CONST.

HYDROCARBON TRANSPORTATION, INC.		REVISED
OMAHA	NEBRASKA	
BUSHTON TO JOLIET PIPELINE N37½ Ac SW¼NE¼ & N37½ Ac SE¼NE¼ Section 17-T77N-R26W Madison, County, Iowa		
SCALE 1" = 1000'		DATE 5-22-68
DR. BY	TR. BY	CHECKED
FWK		APPROVED

STANDARD BLUE PRINT, SNANA 011487

DWG. No.