FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 27234 FORM 2151 1361 — H.T.I. NO. 3342-IOWA

PIPELINE EASEMENT
FROM
William A. Dippold & wife

TO
Hydrocarbon Transportation, Inc.

Filed for record on the 1 day of July A.D., 1968, at 1:43 o'clock P. M.
#948
Mary E. Welty Recorder
By ________ Deputy
Fee $ 3.50 LMM

PIPELINE EASEMENT

MN-75

KNOW ALL MEN BY THESE PRESENTS:
That William A. Dippold and Edith Dippold, husband and 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, 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:

South Half of the Northeast Quarter (S½ NE¼) and the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Sixteen (16); the West Half of the Northwest Quarter (W½ NW¼) of Section Fifteen (15); all in 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. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

3. Grantee will bury all line pipe with a minimum cover of 48 inches so as not to interfere with the ordinary cultivation of the soil except in rock on 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 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. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX XXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

7. In the event that the Grantee or its assigns shall at any time construct one XXXXX additional lineX 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 XXX the 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. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 25 day of April, 1968.

William A. Dippold
William A. Dippold
Edith Dippold
Edith Dippold

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This instrument drafted by:
Kenneth Rattner
Kenneth Rattner

STATE OF IOWA
COUNTY OF MADISON } ss.

On this 25 day of April, A.D., 1968, before me Shirley A. Webster, personally appeared William A. Dippold and Edith Dippold

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.

Shirley A. Webster
Shirley A. Webster Notary Public in and for said County

My commission expires July 4, 1969.

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.

____
Notary Public in and for said County

My commission expires ________, 19__.