

PIPELINE EASEMENT

FROM

Paul R. Shifflett et al

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 3 day of July

A.D., 19 68, at 2:04 o'clock P. M.

#974

Mary E. Welty

Recorder

By

L.M.M.

Deputy

Fee \$ 3.50

MN-28

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Paul R & Helen L. Shifflett
Paul R and Helen L. Shifflett

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:

Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Thirty-two
(32), Township Seventy-seven (77) North, Range Twenty-eight (28) West

In the event the pipeline is not laid within five (5) years from the date
of this agreement then such failure to act shall terminate all rights of
grantee under this agreement.

The centerline of said 80 foot strip to be located as shown on the 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 pay to Grantor the sum of ten dollars (\$10.00) for the use of the easement strip.~~

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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 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 ~~each~~ ~~each~~ ~~each~~
~~each~~ each side of the centerline thereof.

7. ~~Grantee shall pay to Grantor the sum of ten dollars (\$10.00) for the use of the easement strip.~~
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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 represen-
tations 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, execu-
tors, administrators, successors and assigns of the parties hereto.

Dated this 12 day of June, 1968.

Paul R. Shifflett

Paul R. Shifflett

Helen L. Shifflett

Helen L. Shifflett

This instrument drafted by:

Kenneth Rattner

STATE OF IOWA Kenneth Rattner

COUNTY OF Maryland ss.

Prince Georges

On this 12 day of June, A.D., 19 68, before me a Notary

personally appeared Paul R. & Helen L. Shifflett

to me known to be the person 8 named in and who executed the foregoing instrument, and acknowledged that they
executed the same as their voluntary act and deed.

Theodore W. Banis

Theodore W. Banis Notary Public in and for said County

My commission expires July 1, 1968

STATE OF IOWA ss.

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

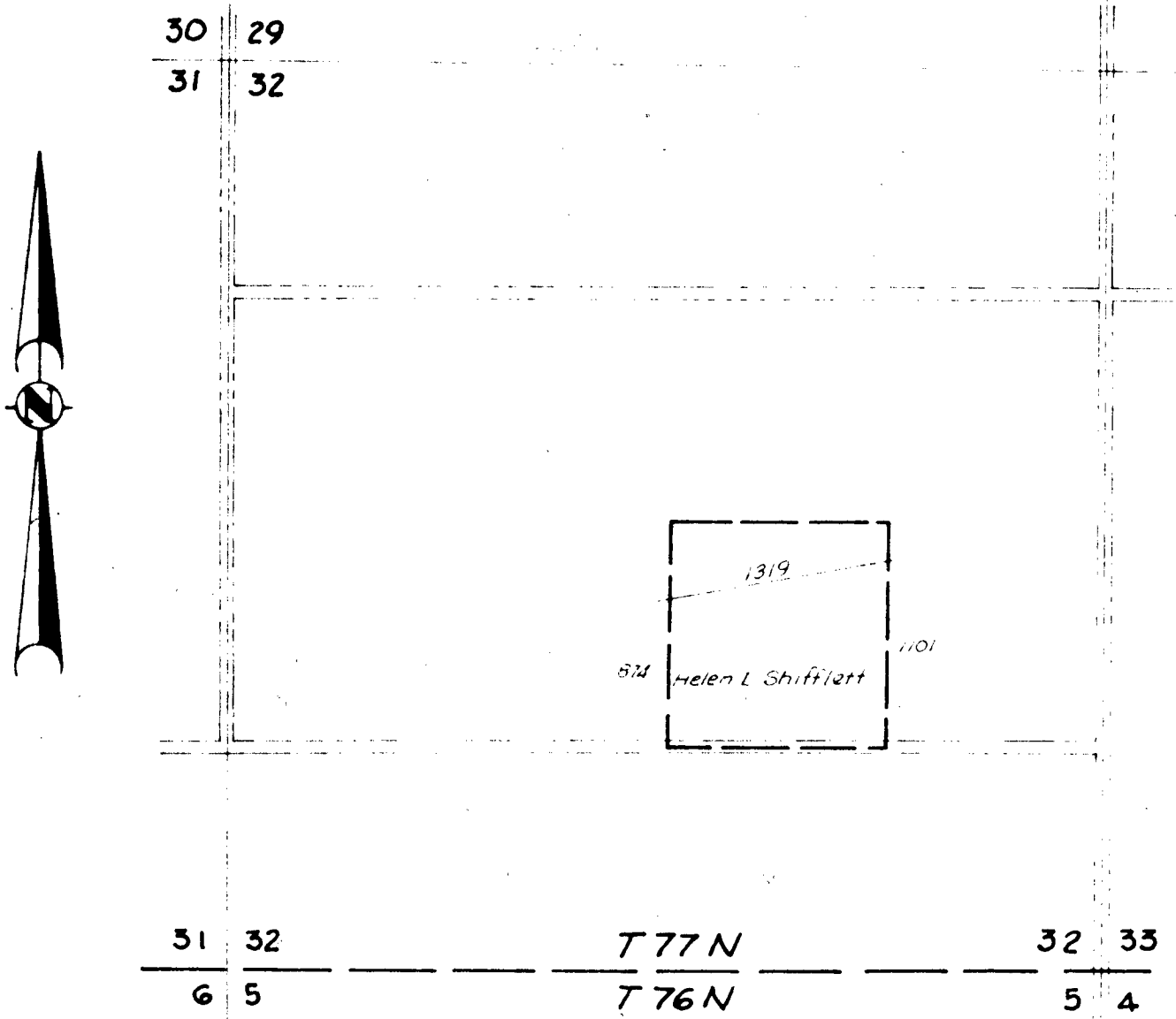
My commission expires, 19.

DEED RECORD NO. 97, MADISON COUNTY, IOWA
~~SOLDIERS DISCHARGE RECORD~~

J. N. WELCH PRtg. CO., DES MOINES 6824

MN-28

EXHIBIT "A"



P.O.
W.O. 196 CONST.

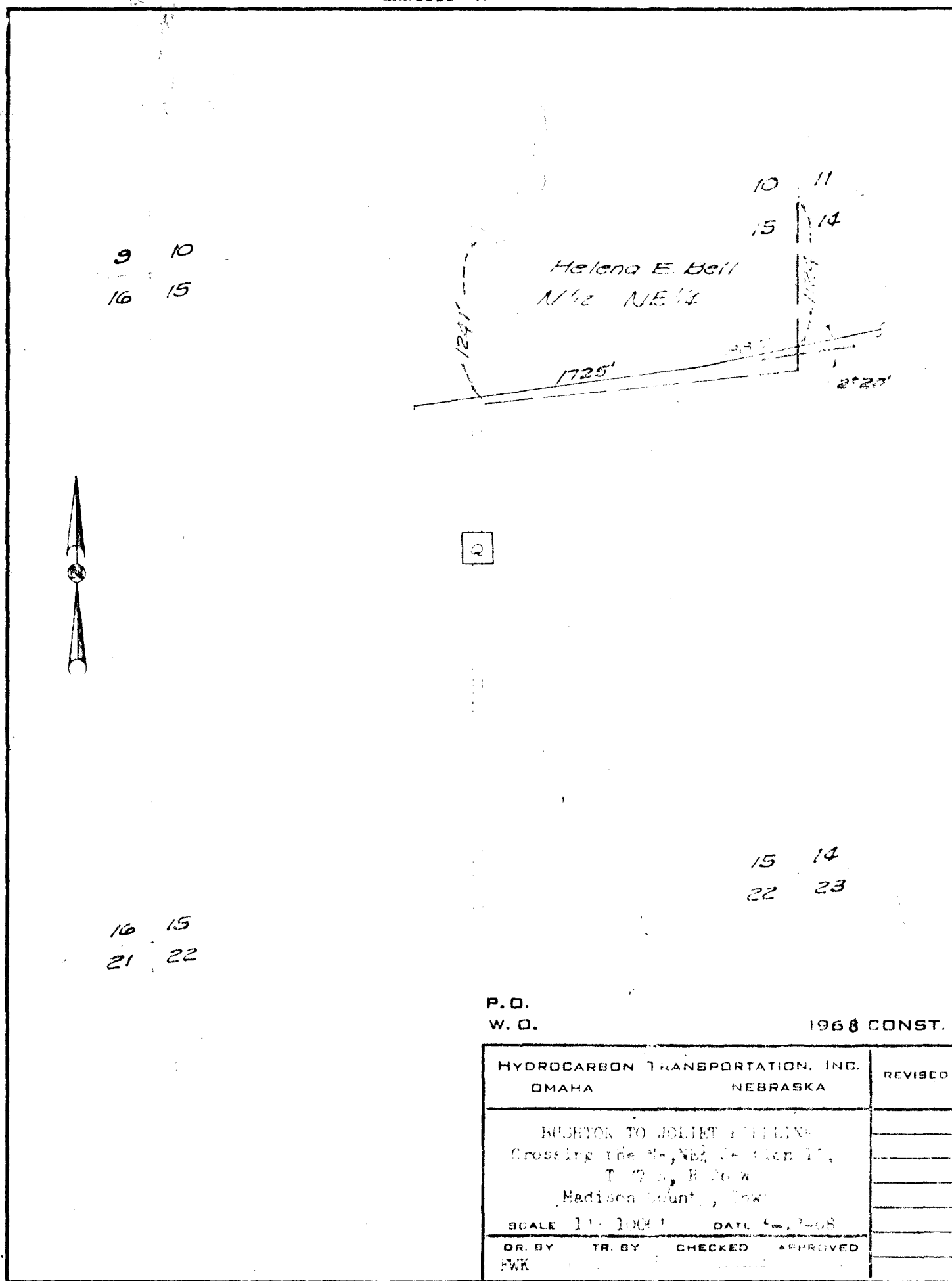
HYDROCARBON TRANSPORTATION, INC. OMAHA NEBRASKA	REVISED
HUGHTON TO JULIET PIPELINE Crossing WASH Section 32, T77N, R28W Madison County, Iowa	
SCALE 1" = 1000' DATE 6-6-68	
DR. BY TR. BY CHECKED APPROVED	
RWP	

STANDARD BLUE PRINT, OMAHA C11457

DWG. No.

MN-79

EXHIBIT "A"



STANDARD BLUE PRINT OMAHA 011487

DWG. No.