

FIELD & CHAMBERS CO., DAVENPORT, IOWA 52834 FORM 1151 1961

M.I.L. NO. 3342-IOWA

PIPELINE EASEMENT		Filed for record on the <u>5</u> day of <u>September</u>
FROM		A.D., 19 <u>68</u> , at <u>7:41</u> o'clock <u>A.</u> M.
<u>Helena E. Bell & hsb.</u>		#1209 <u>Mary E. Welty</u> Recorder
TO		By <u>LM.M.</u> Deputy
<u>Hydrocarbon Transportation, Inc.</u>		Fee \$ <u>3.50</u>

PIPELINE EASEMENT

MN-79

KNOW ALL MEN BY THESE PRESENTS:

That we, Helena E. Bell and Albert J. Bell, 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:

North Half of the Northeast Quarter (N½ NE¼)
of Section Fifteen (15), Township Seventy-
seven (77) North, Range Twenty-six (26) West
(Exact location of such 80' strip is set forth
in Exhibit A attached to this easement)

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. During construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than - - - feet (- - -) in width on each side of the easement strip referred to above for working space only.
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.
6. ~~The exact location of the easement strip is shown on the map attached to this instrument and the construction of Grantee's first pipeline and that the same be established as shown on the map attached to this instrument.~~
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 \$10.00 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. 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. * Continued below

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 27 day of June, 19 68

Helena E. Bell
Helena E. Bell
Albert J. Bell
Albert J. Bell

This instrument drafted by:

Kenneth Rattner
STATE OF IOWA Kenneth Rattner
COUNTY OF POLK } ss.

On this 27th day of June, A.D., 19 68, before me the undersigned
personally appeared Helena E. Bell and Albert J. Bell

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.

My commission expires July 4 1969. Merlyn L. Hamond
STATE OF IOWA } ss. Merlyn L. Hamond Notary Public in and for said County
COUNTY OF _____

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

* 9. Continued

- (a) Any walnut trees damaged or destroyed by the installation described shall be comepnasated for by grantee in addition to the other compensation set forth herein.
- (b) Any piling used by grantee in creek crossings shall be removed upon completion of the installation of pipe line so that debris will not lodge therein or the natural flow of the creek be obstructed.
- (c) All trees removed to be piled and burned.