

DEED **Record No. 97** , **MADISON** **County,**

FIDELITY & CHAMBERLAIN CO., DAVENPORT, IOWA 52724 FORM 215-1251

H.T.L. NO. 3342-IOWA

PIPELINE EASEMENT
FROM

Joseph Meade

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 5 day of September

A.D., 19 68, at 7:47 o'clock A. M.

#1215 Mary E. Welty Recorder

By _____ Deputy

Fee \$ 2.50 L.M.M.

PIPELINE EASEMENT

MN-80

KNOW ALL MEN BY THESE PRESENTS:

That Joseph Meade

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, ~~and~~ pipelines, and appurtenances thereto, over, under, across and through a strip of land forty feet (40') in width across the following described land situated in the County of Madison and State of Iowa, to-wit:

Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and the West Half of the Northeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Fourteen (14), Township seventy-seven (77) North, Range Twenty-six (26) West

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 conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being twenty (20) feet on ~~the~~ each ~~side of the centerline thereof.~~ side of the centerline thereof.

~~7. In the event that the Grantee or its agent shall at any time construct, inspect, repair, maintain, replace, re-size, or remove any pipeline or other structure on or across the land described above, the Grantee shall be liable for any damages to the land or structures on the land caused by such construction, inspection, repair, maintenance, replacement, re-sizing, or removal, and shall be bound to restore the land to its original condition or to the condition in which it was found by the Grantor at the time of the construction, inspection, repair, maintenance, replacement, re-sizing, or removal.~~

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 27th day of June, 1968.

Joseph Meade
Joseph Meade

This instrument drafted by:

Kenneth Rattner

STATE OF ~~Iowa~~ Michigan } ss.
COUNTY OF Wayne

On this 27th day of June, A.D., 19 68 before me a notary public personally appeared Joseph Meade

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

NOTARIAL
SEAL
My commission expires October 2, 19 70.
STATE OF IOWA } ss.
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

Filed for record 127 June 708