

PIPELINE EASEMENT

FROM

C. L. Stanley & wife

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 5 day of September

A.D., 19 68, at 7:48 o'clock A.M.

#1216

Mary E. Welty

Recorder

By

Deputy

Fee \$ 2.50 I.M.M.

PIPELINE EASEMENT

MN-87

KNOW ALL MEN BY THESE PRESENTS:

That C. L. Stanley and Gladys I. Stanley, husband and wife, of Cumming, Iowa

hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) - - - -

and other valuable considerations, the receipt 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

Sixty

feet

(60') in width across the following described land situated in the County of Madison and State of Iowa, to-wit:

The South Half of the Southwest Quarter of Section Twelve (12), Township Seventy-seven North (77N), Range Twenty-six West (26W) except the West 520 feet of the South 250 feet thereof.

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 grantor warrants that the land described herein is his own and that he has the right to convey the same.~~
~~2. The grantor warrants that the land described herein is not subject to any lien or other claim of any third party.~~
~~3. The grantor warrants that the land described herein is not subject to any other restriction or encumbrance.~~

1. Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

2. 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.

3. 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.

4. 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 thirty feet on each side of the centerline thereof.

5. The rights of the Grantee may be assigned in whole or in part.

6. 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 17 day of July, 19 68

7. The grantee will, at such time after construction as Grantor may request, furnish Grantor a drawing showing the actual location of its pipeline across the described premises.

This instrument drafted by:

Don D. Zirbel

C. L. Stanley

C. L. Stanley

Gladys I. Stanley

Gladys I. Stanley

STATE OF IOWA

COUNTY OF WARREN

ss.

On this 17 day of July, A.D., 19 68, before me M. G. Ouderkirk

personally appeared C. L. Stanley, Gladys I. Stanley

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

July 4

19 69

M. G. Ouderkirk

M. G. Ouderkirk

Notary Public in and for said County

My commission expires

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

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