

FIDEL & CHAMBERLAIN CO., DAVENPORT, IOWA 52234 FORM 5181 12-61

N.T.L. NO. 3342-IOWA

PIPELINE EASEMENT

FROM

William Lawrence Scroggs & wife

TO

Hydrocarbon Transportation, Inc.

Filed for record on the 5 day of March

A.D., 1969, at 2:23 o'clock P. M.

#306

Mary E. Welty

Recorder

By

Deputy

Fee \$ 2.50

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That William Lawrence Scroggs and Lillie Marie Scroggs (husband and wife) and Marcella Rose Collins (single)

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 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 appurtenances thereto, over, under, across and through a strip of land Sixty-six feet (66') in width across the following described land situated in the County of Madison and State of Iowa, to-wit:

North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), Section Twelve (12), 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 Zero feet (0) 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 33 feet on the southerly side and 33 feet on the northerly side of the centerline thereof.
7. ~~Grantor warrants that the Grantee or its assigns shall have the right to construct, maintain and operate a pipeline, and appurtenances thereto, over, under, across and through the land described in the foregoing, and that the Grantee or its assigns shall have the right to use the surface of the land described in the foregoing 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.~~ Said pipeline to be constructed within twenty (20) feet of Grantee's existing pipeline on the above described property.
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.

Dated this 7 day of Sept., 1968.

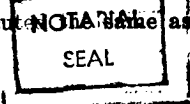
This instrument drafted by:

William Lawrence Scroggs
William Lawrence Scroggs
Lillie Marie Scroggs
Lillie Marie Scroggs
Marcella Rose Collins
Marcella Rose Collins

STATE OF IOWA }
COUNTY OF Polk } ss.

On this 7 day of Sept., A.D., 19 68, before me the undersigned personally appeared William Lawrence Scroggs, Lillie Marie Scroggs and Marcella Rose Collins

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 7-4-19 69.

Don J. Wilson
Don J. Wilson Notary Public in and for said County

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.

My commission expires , 19 .

Notary Public in and for said County

10. Grantor acknowledges receipt in full for the consideration due hereunder except for damages as cited in paragraph 4 above.