

Deed Record, No. 96, Madison County, Iowa

Edith Dippold et al
To

#954

Filed for record the 1 day of July
A.D. 1968 at 1:49 o'clock P. M.

Hydrocarbon Transportation Inc.

Fee \$4.50

Mary E. Welty, Recorder

PIPELINE EASEMENT

MN-85

Know All Men By These Presents: That Edith Dippold and William A. Dippold, wife and husband; Charles A. Roach and Stacia Roach, husband and wife; Alice McAllister and Frank McAllister wife and husband; Homer Livermore, a single person; Doris Livermore Burow and George Burow, wife and husband; 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

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MATT PARROTT & SONS CO., WATERLOO, IOWA 506-4316

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 is 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:

East Half of East Half of Southwest Quarter of Southeast Quarter (E½E½SW¼SE¼) and Southeast Quarter of Southeast Quarter (SE¼SE¼), all in Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-six (26) West

The centerline of said 80 foot strip to be located as shown on plat marked Exhibit "A" attached hereto and made a part hereof.

TOHAVE 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 will bury all line pipe with a minimum cover of 48 inches so as not to interfere with the ordinary cultivation of the soil, except in rock in which the pipe will be buried to such depth as to have the top of pipe level with rock.
3. 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.
4. 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.
5. In the event that the Grantee or its assigns shall at any time construct one additional line 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 Five Dollars (\$5.00) per lineal rod for the pipeline so constructed, plus damages as provided for in paragraph 3 above.
6. The rights of the Grantee may be assigned in whole or in part.

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 26 day of April, 1968.

Edith Dippold
Edith Dippold
William A. Dippold
William A. Dippold
Charles A. Roach
Charles A. Roach
Stacia Roach
Stacia Roach
Alice McAllister
Alice McAllister

Frank McAllister
Frank McAllister
Homer Livermore
Homer Livermore
Doris Burow
aka/ Doris Livermore Burow
George Burow
George Burow

This instrument drafted by: Kenneth Rattner
Kenneth Rattner

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MATT PARROTT & SONS CO., WATERLOO, IOWA 68-4316

STATE OF IOWA COUNTY OF MADISON : SS.

On this 26 day of April A.D., 1968, before me Shirley A. Webster, personally appeared Edith Dippold and William A. Dippold to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Shirley A. Webster
Shirley A. Webster Notary Public
in and for said County.
My commission expires July 4, 1969.

STATE OF IOWA COUNTY OF POLK : SS.

On this 3rd day of May A.D. 1968, before me - - - personally appeared Charles A. Roach and Stacia Roach to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

John M. Hansen
John M. Hansen Notary Public
in and for said County.
My commission expires July 4, 1969

STATE OF IOWA COUNTY OF POLK : SS.

On this 7 day of May A.D. 1968, before me Lena Rocha personally appeared Homer Livermore to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Lena Rocha
Lena Rocha Notary Public
in and for Polk County, Iowa
My commission expires July 4, 1969

STATE OF IOWA, DALLAS COUNTY, SS:

On this 30 day of April A.D. 1968, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Alice McAllister and Frank McAllister to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

E. Eugene Cushman
E. Eugene Cushman Notary Public
in and for said County Dallas

STATE OF IOWA, WOODBURY COUNTY, SS:

On this 9th day of May A.D. 1968, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Doris Livermore Burow and George Burow to me known to be the identical persons named in and who executed the within and foregoing instrument,^{to} which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

P. H. Hughes
P. H. Hughes, Notary Public
in and for said County
Woodbury County, Iowa.

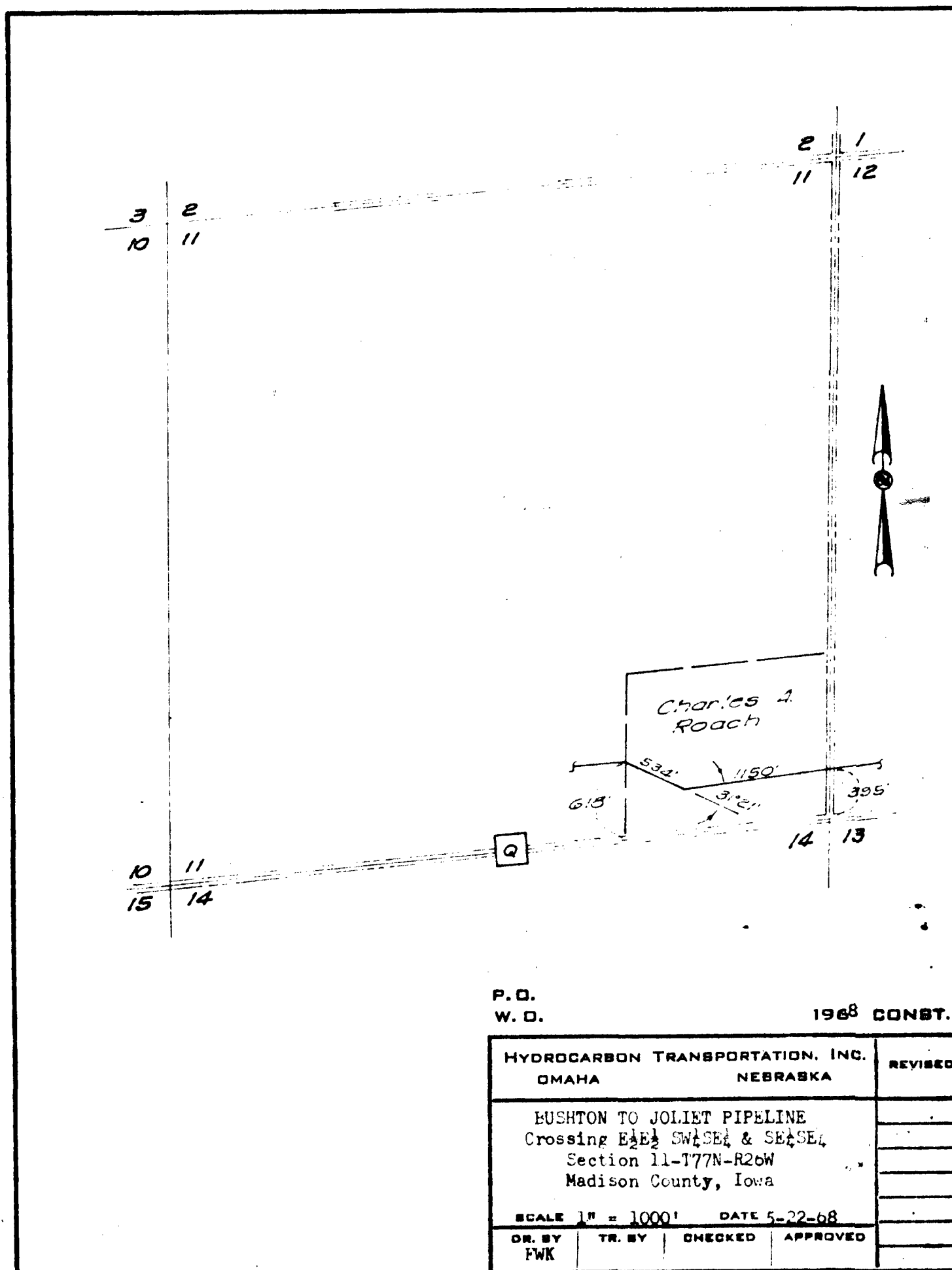
(SEE PLAT PAGE 157)

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HART PARROTT & SONS CO., WATERLOO, IOWA 66-4216

MN-85

"EXHIBIT A"



P.O.
W.O.

1968 CONST.

HYDROCARBON TRANSPORTATION, INC.
OMAHA NEBRASKA

REVISED

BUSHTON TO JOLIET PIPELINE
Crossing E2E2 SW2SE4 & SE2SE4
Section 11-T77N-R26W
Madison County, Iowa

SCALE 1" = 1000' DATE 5-22-68

DR. BY FWK	TR. BY	CHECKED	APPROVED
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STANDARD BLUE PRINT, DRAWING 211457

DWG. No.