

Deed Record, No. 96, Madison County, Iowa

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

Bernice K. Clague et al	#1217	Filed for record the 5 day of September
To		A.D. 1968 at 7:49 o'clock A. M.
Hydrocarbon Transportation, Inc.	Fee \$4.50	Mary E. Welty, Recorder
		MN-23
<u>PIPELINE EASEMENT</u>		
KNOW ALL MEN BY THESE PRESENTS: That Bernice K. Clague, a widow, Elsie B. Sawyers, Marvin		
E. Clague and Joan Clague, his wife, Margaret Ann Mallgren and David Mallgren, her husband,		
C. Martin Clague, single and Marilyn Diane Clague, single hereinafter referred to as Grantor		

Deed Record, No. 96, Madison County, Iowa

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

(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 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:

Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-eight (28) West

The center line of said 80 foot strip shall be located as shown by the plat attached hereto and made a part hereof as Exhibit A; It being understood however that the south line of said easement shall not extend further than 65 feet south of the presently existing fence on the north side of said quarter quarter section.

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. - - -

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 pipeline 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 forty feet on each side of the centerline thereof; subject to the limitation set out above as part of the description.

7. Under crossing of any tile line or lines shall be by Method I as shown on the cross-section drawing attached hereto and made a part hereof as Exhibit B. It is further agreed that channel irons rather than pipe sections shall be used to support such tile line or lines above any said under crossing.

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.

Deed Record, No. 96, Madison County, Iowa

Deed Record, No. 96, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 65-4315

10. Any and all tile lines cut in the construction of said pipeline shall, until replaced or rebuilt as herein provided, be protected with burlap or other suitable materials to prevent silting or plugging of said lines.

11. Grantors hereby nominate and appoint Earl W. Clague as their agent and attorney in fact to receive the consideration paid hereunder, to receive any and all payment of damages made hereunder, to execute any and all receipts and releases required hereunder, and to act for and on behalf of grantors in any and all matters relating to and arising out of this agreement. The grantors hereby ratify each and every act heretofore and hereafter performed for them hereunder by the said Earl W. Clague and relieve grantee of any duty or obligation to see to the proper application of any funds paid on their behalf hereunder to the said Earl W. Clague.

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 25th day of May, 1968.

Margaret Ann Mallgren
Margaret Ann Mallgren
David Mallgren
David Mallgren
Marvin E. Clague
Marvin E. Clague
Bernice K. Clague
Bernice K. Clague

Elsie B. Sawyers
Elsie B. Sawyers
Joan Clague
Joan Clague
Marilyn Diane Clague
Marilyn Diane Clague
C. Martin Clague
C. Martin Clague

This instrument drafted by: Kenneth Rattner
Kenneth Rattner

STATE OF IOWA COUNTY OF MADISON : SS

On this 31 day of May, A.D., 1968 before me Notary Public, personally appeared Bernice K. Clague, Elsie B. Sawyers 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)

E. C. Vierling
E. C. Vierling Notary Public
in and for said County.
My commission expires July 4, 1969

STATE OF ILLINOIS COUNTY OF MACON: SS

On this 25th day of June, A.D., 1968 before me B. Strode, personally appeared Marvin E. Clague and Joan Clague, his wife 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)

B. Strode
B. Strode Notary Public
in and for said County.
My commission expires Nov. 16, 1970.

STATE OF IOWA COUNTY OF STORY : SS

On this 3rd day of July A.D. 1968, before me Richard J. Lowther, personally appeared Margaret Ann Mallgren and David Mallgren, her husband, 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)

Richard J. Lowther
Richard J. Lowther Notary Public
in and for said County
My commission expires July 4, 1969

STATE OF IOWA COUNTY OF STORY: SS

On this 25th day of May, A.D. 1968, before me Richard J. Lowther, personally appeared C. Martin Clague, single, and Marilyn Diane Clague, single 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)

My commission expires July 4, 1969.

COMPARED

Richard J. Lowther
Richard J. Lowther Notary Public
in and for said County

Deed Record, No. 96, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 66-4316

EXHIBIT "A"

EXHIBIT "B"

ENGINEERING

N

Northern Natural Gas

STANDARDS

APPROVED BY

A.L.W.

DATE

12-5-67

REVISION NO.

DATE

STANDARD NO.

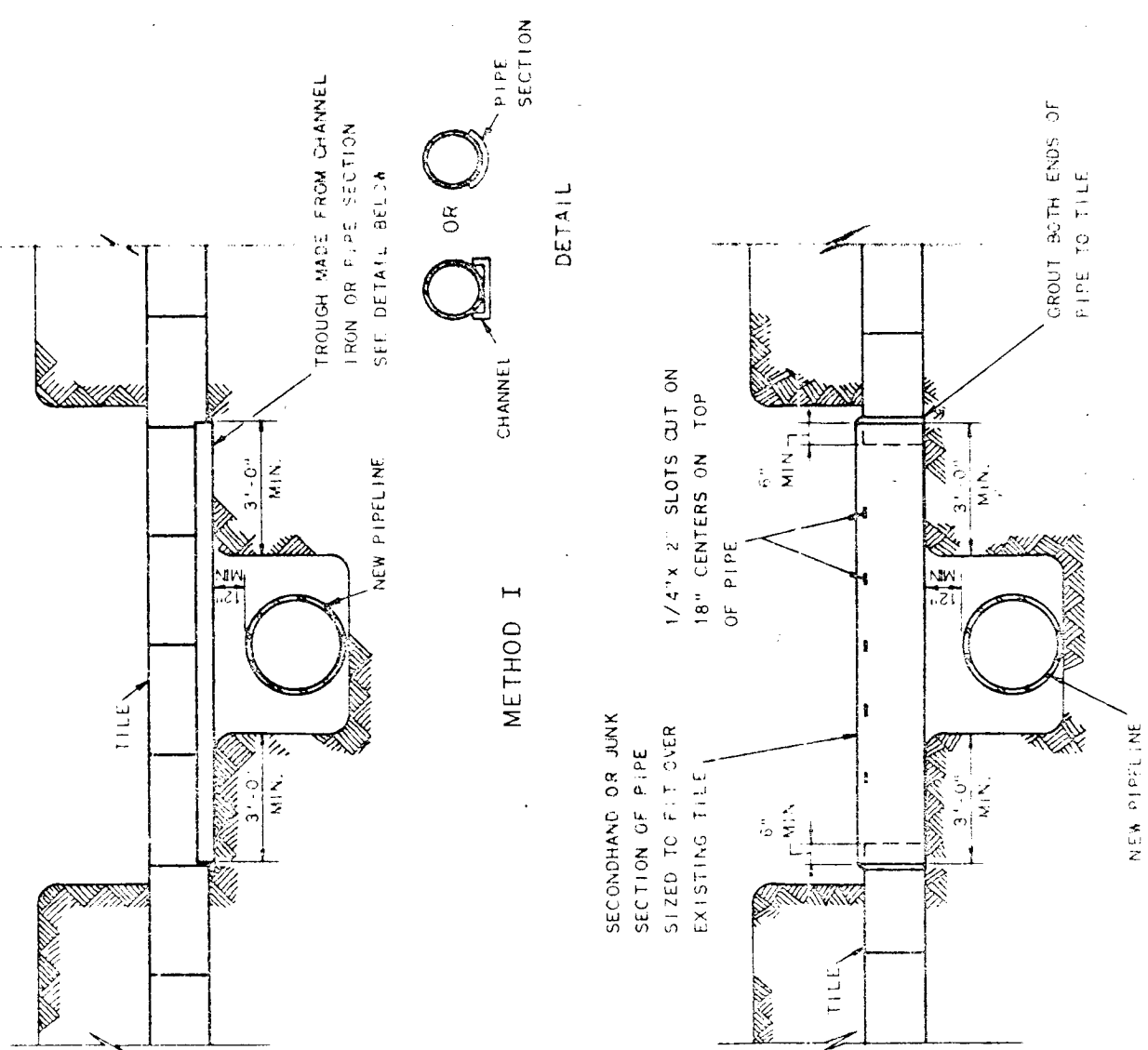
56.02-1

PAGE

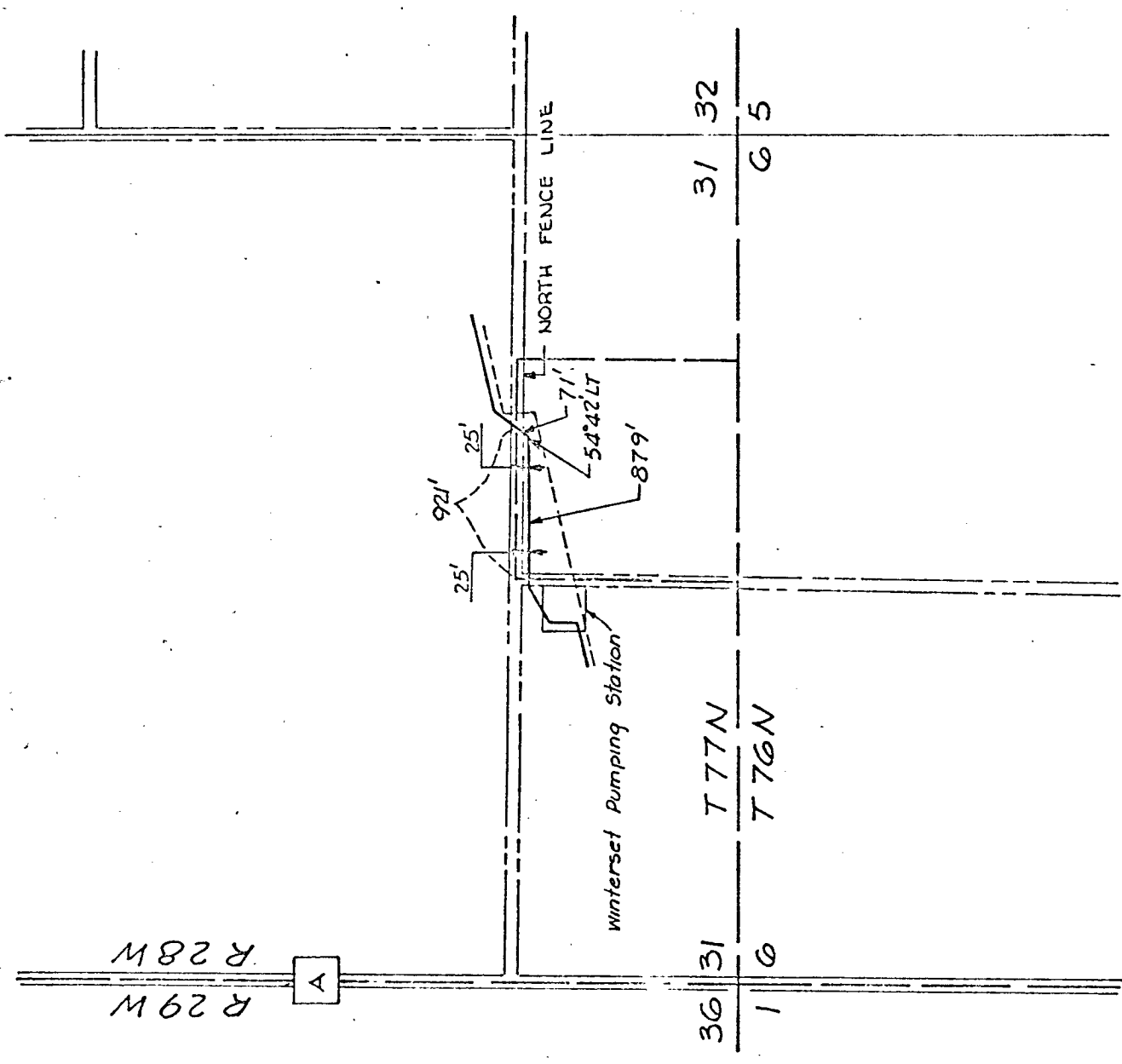
1 OF 1

TYPICAL UNDERCROSSING

OF TILE DRAINLINES



- NOTES:
1. EITHER METHOD MAY BE USED AS REQUIRED BY LAND OWNER
 2. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR



P.O.

W.D.

196 DECEMBER

HYDROCARBON TRANSPORTATION, INC.

OMAHA

NEBRASKA

BUSHION TO JOLIET PIPELINE

Crossing SW 1/4 Sec 1

Section 31, T77N, R28W

Madison County, Iowa

SCALE 1" = 1000'

DATE 8-6-67

DR. BY

TR. BY

CHECKED

APPROVED

REVISED