

Deed Record, No. 96, Madison County, Iowa

HATT PARROTT & SONS CO., WATERLOO, IOWA 50-4318

Raymond F. Breen et al
To
Hydrocarbon Transportation, Inc.

#1218
Fee \$3.50

Filed for record the 5 day of September
A.D. 1968 at 7:50 o'clock A. M.
Mary E. Welty, Recorder

PIPELINE EASEMENT MN-46

KNOW ALL MEN BY THESE PRESENTS: That Raymond F. Breen and Annette Breen, husband and wife; John E. Nolan and Florence Nolan, husband and wife, hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other good and 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, 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:

All that part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) lying East of public highway running through same 19; and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 29; and the south half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 20; all in Township 77, Range 27, Madison County, Iowa.

The centerline of said 60 foot strip shall be located as indicated on the plat attached hereto marked Exhibit "A" and made a part hereof.

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 before the Grantee's proposed pipeline is constructed.
2. Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.
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 and replace in substantially the same condition all fences using substantially the same materials.
5. This easement is for one pipeline only.
6. The rights of the Grantee may be assigned in whole or in part.
7. 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.

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7a. Said easement is conveyed by said grantor to the said grantee subject to the terms of a certain lease made to Farmers National Company, and grantee assumes all the agreements and obligations of grantor that in the said lease are stated.

8. This easement is for pipeline only and no stations, valves, or other appurtenances thereof will be above ground.

9. This easement is subject to any other easements already granted and existing and all rights thereunder.

10. Pipeline under this easement shall be located south of and as close as proposed plans provide to presently installed pipeline on this real estate.

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 18th day of July, 1968.

In presence of:
R. J. Bartlett
R. J. Bartlett

Raymond F. Breen
Raymond F. Breen
Annette Breen
Annette Breen
Florence Nolan
Florence Nolan
John E. Nolan
John E. Nolan

STATE OF TEXAS COUNTY OF HARRIS : SS

On this 18th day of July, A.D. 1968, before me, Cheri Busic personally appeared Raymond F. Breen and Annette Breen 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)

Cheri Busic
Cheri Busic Notary Public
in and for said County.
My commission expires June 1, 1969

STATE OF IOWA GUTHRIE COUNTY) SS.

Before me, Lorraine E. Banks, a Notary Public in and for said County and State on this 23rd day of July, 1968, personally appeared Florence Nolan and John E. Nolan, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

COMPARED

Lorraine E. Banks
Lorraine E. Banks Notary Public
My commission expires July 4, 1969

(FOR PLAT SEE PAGE 192)

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MATT PARROTT & SONS CO., WATERLOO, IOWA 68-4916

EXHIBIT "A"

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