

BK: 2018 PG: 3351
Recorded: 10/16/2018 at 12:42:38.0 PM
Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

**LAND USE LIMITATION ADDENDUM TO
PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT**

Recorder's Cover Sheet

Preparer Information: Buckeye Pipe Line Transportation LLC
Joseph Pandolfi
1315 N. Sterling Ave.
Sugar Creek, MO 64054
(816) 836-6000

Taxpayer Information: **FLINN FARMS, LLC**
3711 50TH ST.
CUMMING, IA 50061

Return Document To: Right of Way Department
Buckeye Pipe Line Transportation LLC
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031

Grantor: Flinn Farms, LLC

Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC

Date of Document: See Page 2

Legal Description: See Exhibit A

Parcel ID: 011010282000000

Book & Page References of previously recorded documents: 75/482

**LAND USE LIMITATION ADDENDUM TO
PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT**

This LAND USE LIMITATION ADDENDUM TO THE PIPELINE EASEMENT AND RIGHT OF WAY GRANT (the "Addendum"), dated as of this 1st day of October 2018, is executed by and between **FLINN FARMS, LLC** ("Grantor") and **BUCKEYE PIPE LINE TRANSPORTATION LLC**, a Delaware limited liability company, with offices at Five TEK Park, 9999 Hamilton Blvd., Breinigsville, Pennsylvania 18031 ("Grantee").

Recitals

- A. Grantor is the present owners of a certain tract of land described in a Trustee Special Warranty Deed dated October 31, 2014, recorded in the Madison County Recorder of Deeds Office in Book 2014, Page 2825 on November 7, 2014 described in "**Exhibit A**" (the "THE PROPERTY").
- B. THE PROPERTY is subject to a Right of Way Contract ("Agreement") dated February 7, 1941 and recorded on August 11, 1941 in Book 75 at Page 482 in the Office of Recorder in Madison County, Iowa which granted an Easement and Right of Way to Grantee on, over, and through THE PROPERTY for the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products owned by Grantee and/or its affiliates.
- C. The Agreement provides, among other things, that the Grantor may use the surface of THE PROPERTY only to the extent such use does not unreasonably interfere, obstruct or impede the Grantee's access and proper and safe use, operation, enjoyment and lawful exercise of any of the rights granted and confirmed in the Agreement.
- D. Grantor is currently using THE PROPERTY for farming purposes and upon further investigation of the depth of the existing pipeline, Grantor's land use may jeopardize the integrity of the pipeline and increase the potential for damage to the pipeline creating an unsafe condition to the Grantor and the public.

NOW, THEREFORE, in consideration of the premises and of the mutual advantages accruing or expected to accrue to the parties hereto by virtue of this Addendum, the parties hereto, intending to be legally bound hereby for themselves and their respective successors and assigns, covenant and agree that the Addendum shall provide as follows:

1. Notwithstanding anything contained herein to the contrary, Grantor shall not use, or grant or permit use of, the land where the pipeline is crossing THE PROPERTY in any manner that would disturb or impact the soil within the pipeline right-of-way. Grantor shall not farm, excavate, plow, tile or cross with farming equipment or heavy equipment within the pipeline right-of-way. Grantor shall let the land revert to a natural state or plant and maintain vegetation to a height of at least six inches or such height that would avoid bottoming out of maintenance machinery.

2. Grantee shall install permanent pipeline markers at line of sight intervals across THE PROPERTY so that Grantor can observe an unobstructed sight line between each line marker along the pipeline right-of-way and be aware of the approximate location of the pipeline and the area restricted from any further use as defined in paragraph 1. The area restricted mentioned herein is shown and depicted on "**Exhibit B**", which is attached hereto and made a part hereof.
3. Grantee shall pay Grantor the sum of ten dollars and other good and valuable consideration.
4. The term of this LAND USE LIMITATION ADDENDUM TO PIPELINE EASEMENT AND RIGHT OF WAY GRANT shall commence on the signature of this Addendum and:
 - a. The terms, conditions and provisions of this Addendum shall constitute covenants running with the Land and be binding upon and inure the heirs, executors and administrators, personal representatives, successors and assigns of the parties hereto.
 - b. Terminate on September 30 2028 (primary term) unless the pipeline is taken out of service, lowered, relocated, or sufficient cover is added in the sole discretion of the Grantee, who may then terminate this Addendum with ninety (90) days written notice to the other party.
 - c. This Addendum shall continue after the expiration of the primary term, on a year-to-year basis, on the same terms, conditions, and provisions set forth in this Addendum until either party gives written notice to the other party of the cancellation of this Addendum at least ninety (90) days prior to the end of the then-current term or at such time that the depth of cover of the pipeline is thirty-six (36) inches or greater.
5. All other terms of the Agreement not otherwise amended above shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed the day and year aforesaid.

GRANTOR

FLINN FARMS, LLC

Vernon Flinn member
Vernon Flinn, Member

Tonya Flinn member
Tonya Flinn, Member

GRANTEE

Signed in the presence of:

**BUCKEYE PIPE LINE TRANSPORTATION
LLC**

Terianne E. Williams
Witness: TERIANNE E. WILLIAMS

By: [Signature]
Name: David G. Boone
Title: Sr. Manager, Right-of-Way, Real Estate and
Damage Prevention

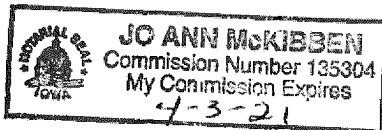
STATE OF IOWA :

§

COUNTY OF Polk :

This instrument was acknowledged before me on this 1st day of October, 2018 by Vernon Flinn and Toriya Flinn both as members of Flinn Farms, LLC.

(SEAL)



Jo Ann McKibben
Notary Public

My Commission Expires: 4/3/21

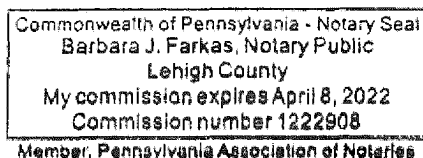
COMMONWEALTH OF PENNSYLVANIA :

§

COUNTY OF LEHIGH :

On the 16th day of October, 2018, the above-named David G. Boone, acting in his/her capacity as Manager, Right-of-Way, Real Estate, and Damage Prevention of **BUCKEYE PIPE LINE TRANSPORTATION LLC**, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of **BUCKEYE PIPE LINE TRANSPORTATION LLC**.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

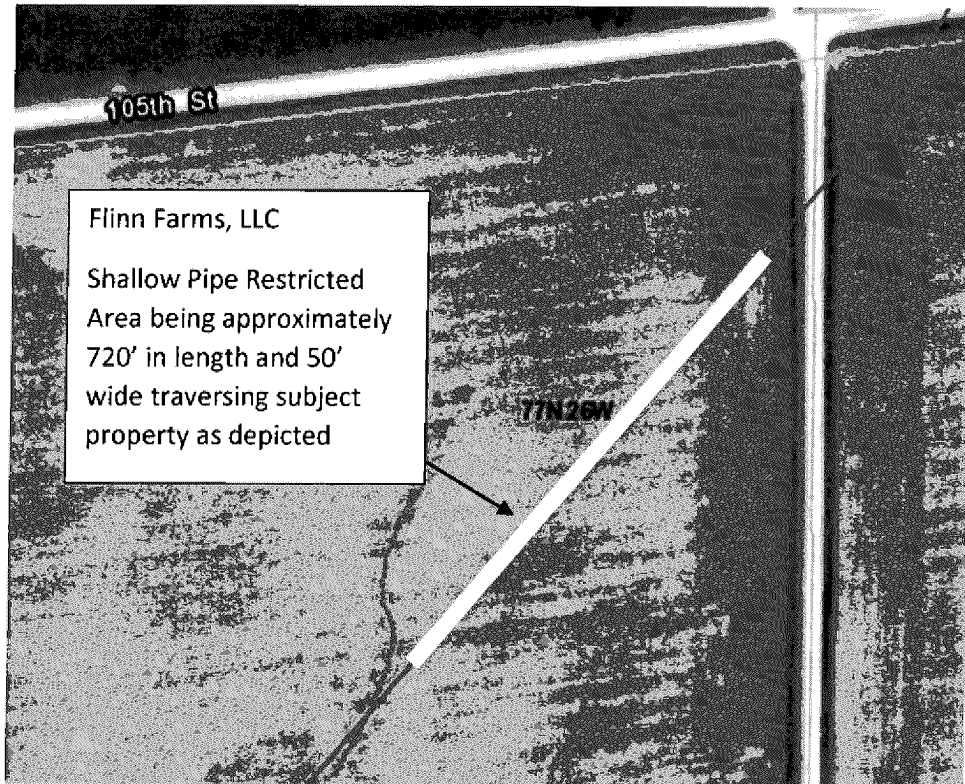


Barbara J Farkas
Notary Public

EXHIBIT A

The Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Two (2) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

EXHIBIT B



Parcel No. 011010282000000

The Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Two (2) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

ROW No. 353

Line No. UR7620I