

**BK: 2021 PG: 1629**  
**Recorded: 4/21/2021 at 11:58:00.0 AM**  
**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:** Joseph Pandolfi  
Buckeye Pipe Line Transportation LLC  
1315 N. Sterling Ave.  
Sugar Creek, MO 64054  
(816) 836-6000

**Taxpayer Information:** West Bank, Trustee of Orville & Becky Crowley  
Family Trust, C/O Summit Ag Management LLC  
10640 County Hwy D20  
Alden, IA 50006

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

**Grantors: WEST BANK, AS TRUSTEE OF THE ORVILLE AND BECKY CROWLEY  
FAMILY TRUST**

**Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC**

**Date of Document:** See Page 2

**Legal Description:** See Exhibit A

**Parcel ID:** 010010146010000

**Book & Page References of previously recorded documents:** 75/484

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

This LAND USE LIMITATION ADDENDUM TO PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT (the "Addendum"), dated as of this 20<sup>th</sup> day of April 2021, is executed by and between **WEST BANK, AS TRUSTEE OF THE ORVILLE AND BECKY CROWLEY FAMILY TRUST** ("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 owner of a certain tract of land described in a Court Officer Deed dated November 6, 2018, recorded in Book 2019, Page 327 on January 22, 2019 in the office of the Recorder in Madison County, Iowa, and described in "Exhibit A" (the "THE PROPERTY").
- B. THE PROPERTY is subject to a Right of Way Contract ("Agreement") dated February 19, 1941 and recorded on August 11, 1941 in Book 75 at Page 484 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.
- C. The Agreement provides, among other things, that 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.

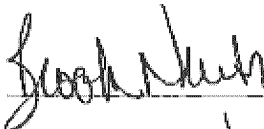
2. Grantee shall install permanent pipeline markers at line of sight intervals and permanent restricted area boundary markers across THE PROPERTY so that Grantor can observe an unobstructed sight line between each line marker along the pipeline right-of-way and be aware of the approximate location of the pipeline and the restricted area from further use as defined in paragraph 1. The restricted area mentioned herein is shown and depicted on "Exhibit B", which is attached hereto and made a part hereof. The pipeline markers and restricted area boundary markers shall not be removed, damaged or destroyed by Grantor or Grantor's tenants, assignees or representatives.
3. Grantee shall pay Grantor the sum of ten dollars and other good and valuable consideration. The actual compensation arrangement is more particularly described in the Land Use Limitation Compensation Agreement executed on April 20, 2021 by Grantor.
  - a. Grantor shall notify Grantee at such time that THE PROPERTY, is conveyed and under different ownership.
  - b. Upon any future transfer of THE PROPERTY, any proration of compensation is the sole responsibility of Grantor and/or their respective successors or assigns.
  - c. In the event that Grantee determines that Grantor or Grantor's tenants, assignees or representatives have breached the terms of this Addendum, the annual compensation may be withheld by Grantee.
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 April 19, 2026, (primary term) unless the pipeline is taken out of service, lowered, relocated, sufficient cover is added, or the land use converts to a non-cultivated use, 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.

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

**Grantor**

**WEST BANK, AS TRUSTEE OF THE  
ORVILLE AND BECKY CROWLEY  
FAMILY TRUST**

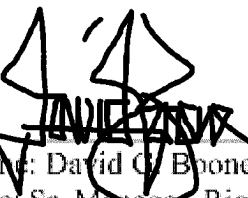
By: 

Name: Brooke Newton

Title: Vice President

**Grantee**

**BUCKEYE PIPE LINE TRANSPORTATION  
LLC**

By:   
Name: David C. Boone  
Title: Sr. Manager, Right-of-Way, Real Estate and  
Damage Prevention

Signed in the presence of:



Witness: Jeannette McBryan

STATE OF IOWA :  
COUNTY OF Polk :

On this 20<sup>th</sup> day of April, 2021, before me, a Notary Public, in and for said county, personally appeared Brooke Newton, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Trustee of said **WEST BANK, AS TRUSTEE OF THE ORVILLE AND BECKY CROWLEY FAMILY TRUST** and that said instrument was signed on behalf of the said Trust and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said Trust by it voluntarily executed.

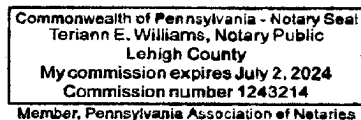


Raven L. Terrell  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF LEHIGH :

On the 21st day of April, 2021, the above-named David G. Boone, acting in his capacity as Sr. 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.

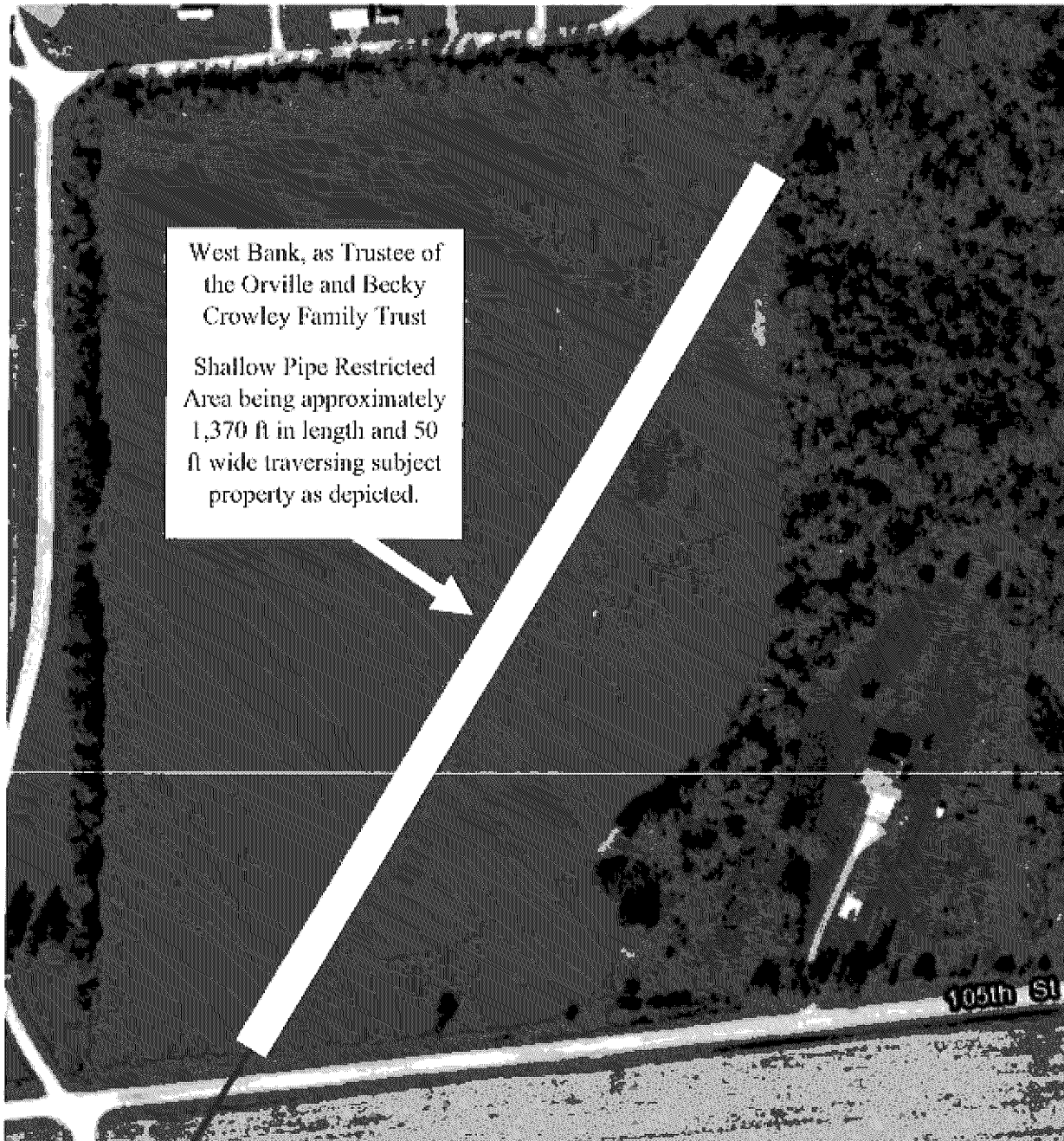


Teriann E. Williams  
Notary Public

## **EXHIBIT A**

The Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ) of the Northwest Fractional Quarter (NW Fr  $\frac{1}{4}$ ) of Section One (1), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., except the East Ten (10) Acres thereof, Madison County, Iowa

**EXHIBIT B**



Parcel No. 010010146010000

The Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ) of the Northwest Fractional Quarter (NW Fr  $\frac{1}{4}$ ) of Section One (1) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., except the East Ten (10) Acres thereof, Madison County, Iowa.

ROW No. 354

Line No. UR76201