

BK: 2021 PG: 4464
Recorded: 10/26/2021 at 2:18:20.0 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: Joseph Pandolfi
Buckeye Pipe Line Transportation LLC
1315 N. Sterling Ave.
Sugar Creek, MO 64054
(816) 836-6000

Taxpayer Information: Midwest Rock Products, Inc.
P.O. Box 358
Greenfield, IA 50849

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

Grantor: MIDWEST ROCK PRODUCTS, INC.

Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC

Date of Document: See Page 2

Legal Description: See Exhibit A

Parcel ID: 400072288000000

Book & Page References of previously recorded documents: 75/454 & 2015/30

**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 1st day of September 2021, is executed by and between **MIDWEST ROCK PRODUCTS, INC.** ("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 Warranty Deed dated December 31, 1986 and recorded on March 11, 1987 in Book 122 at Page 788 in the Office of the Recorder in Madison County, Iowa, and further described in "EXHIBIT A" (the "THE PROPERTY").
- B. THE PROPERTY is subject to a Right of Way Contract ("Agreement") dated May 22, 1941 and recorded on August 11, 1941 in Book 75 at Page 454 in the Office of the 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 September 1, 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 August 31, 2031, (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

MIDWEST ROCK PRODUCTS, INC.

By: Mark A. Schildberg

Name: MARK A. SCHILDBERG

Title: President

Grantee

Signed in the presence of:

**BUCKEYE PIPE LINE TRANSPORTATION
LLC**

David Jones
Witness: David Jones

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

STATE OF IOWA :
§
COUNTY OF Adair :

On this 1st day of September, 2021, before me, a Notary Public, in and for said county, personally appeared Mark A. Schildberg, to me personally known, who being by me duly (sworn or affirmed) did say that that person is president (Insert title of executing officer) of said Midwest Rock Products, Inc. and that said instrument was signed on behalf of the said corporation by authority of its board of directors (directors or trustees) and the said president acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Katherine Sherer
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
§
COUNTY OF LEHIGH :

On the 23rd day of September, 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.

Barbara J. Farkas
Notary Public

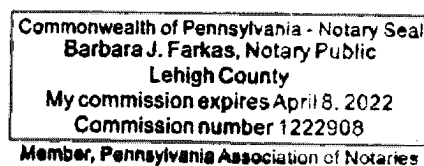
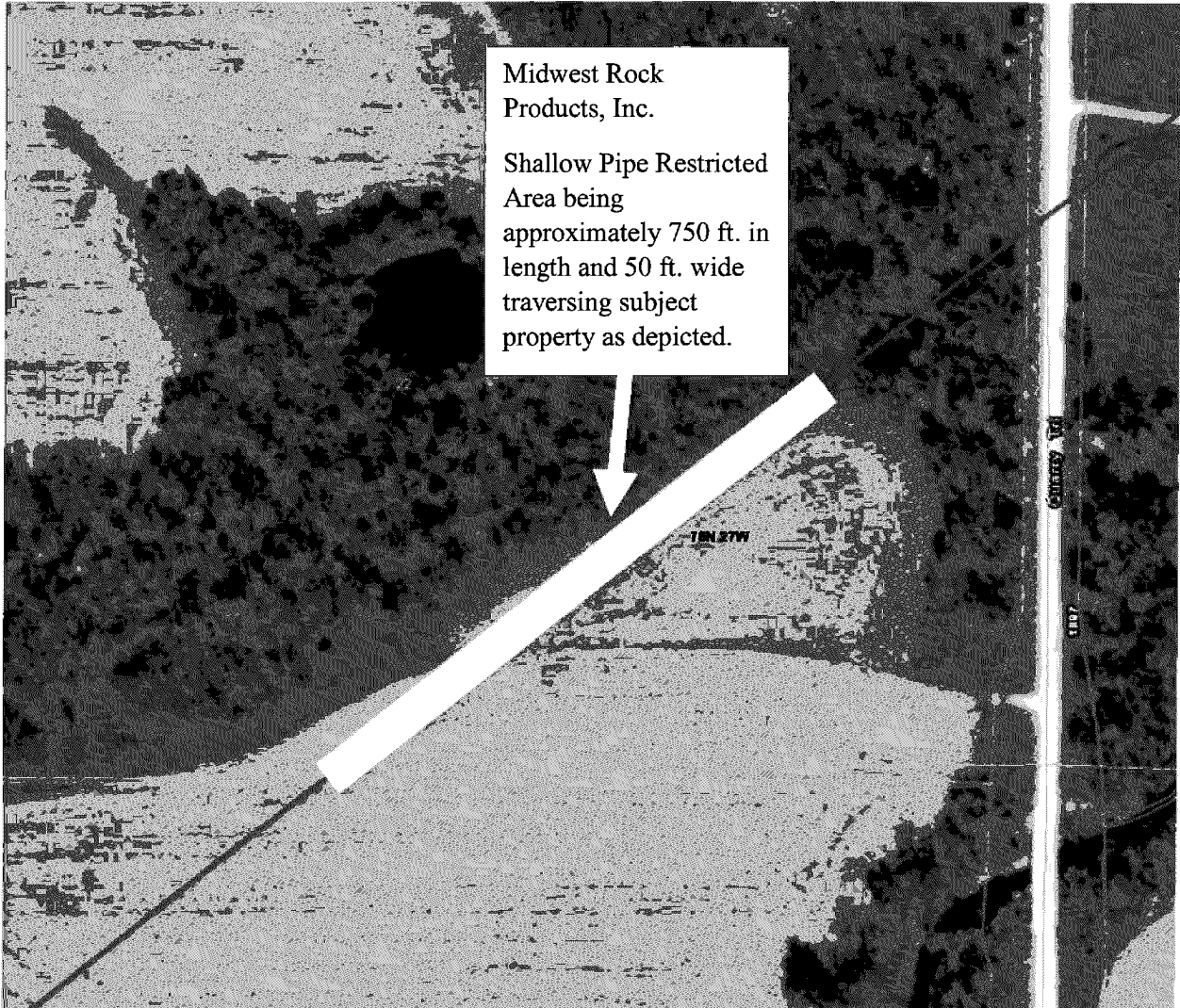


EXHIBIT A

The South Half of the Southeast Quarter (S¹/₂ SE¹/₄) of Section Twenty-two (22) (except that portion thereof as may have been heretofore conveyed to or formerly occupied by the Des Moines Southern Railroad Company as a Railroad right of way) in Township Seventy-six (76) North, of Range Twenty-seven (27) West of the 5th P.M., in Madison County, Iowa.

EXHIBIT B



Parcel No. 400072288000000

Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

ROW No. 316

Line No. UR762OI