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BOOK 2002 PAGE 50

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MICKLUTSLER
RECORDER
MADISON COUNTY, IOWA

File 4016-308

AGREEMENT AND PARTIAL RELEASE
Madison County, Iowa

REC \$ 40⁰⁰
AUD \$ _____
R.M.F. \$ 2⁰⁰

THIS INDENTURE, made and entered into between Patrick F. Corkrean, hereinafter called "Owner", whose address is 65 West Jefferson, Waverly, IA and BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, whose address is 801 Warrenville Road, Suite 700, Lisle, IL 60532, hereinafter called "BP".

WITNESSETH:

WHEREAS, by mesne document of record, BP is present owner and holder of the rights, title, and interest in the right-of-way contracts set out as follows:

Right of Way Contract dated February 20, 1941, executed by Calla F. Doak, a widow, as grantor, unto Standard Oil Company (now known as BP Products North America Inc.), its successors and assigns, as grantee, covering the West Half of the Northeast Quarter (W/2 NE/4) and the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) lying West of the road, in Section 5, Township 75 North, Range 27 West, Madison County, Iowa, said Contract was filed for record on August 11, 1941, as Document No. 4553 on Page 447 of Book 75, in said County;

AND

Right of Way Contract dated April 23, 1941, executed by Calla F. Doak, a widow, as grantor, unto Standard Oil Company (now known as BP Products North America Inc.), its successors and assigns, as grantee, covering the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 5, Township 75 North, Range 27 West, except the East 6 acres of the North Half of the Southeast Quarter of the Northeast Quarter (N/2 SE/4 NE/4), Madison County, Iowa, said Contract was filed for record on August 11, 1941, as Document No. 4554 on Page 448 in Book 75, in said County.

WHEREAS, Owner has subsequently acquired title to a tract of land being all or part of the same land covered by the right-of-way contracts hereinabove set forth. Said Owner's acquired tract of land described in Exhibit A, attached hereto and made a part hereof.

WHEREAS, BP is willing to describe and limit its right-of-way to a defined strip across Owner's acquired tract of land and to release the remainder of said acquired tract from the terms

and provisions of said right-of-way contracts under the conditions herein provided and mutually agreed upon by BP and Owner.

NOW, THEREFORE, in consideration of the covenants herein contained and mutual benefits to be derived therefrom, BP does release, surrender, and terminate all of its right, title, and interest in and to Owner's acquired tract of land, which BP acquired by the contracts first hereinabove set out, SAVE AND EXCEPT a right-of-way strip on and across owner's tract of land, said defined strip being described and depicted in Exhibit B, also attached hereto and made a part hereof.

FURTHER SAVING AND EXCEPTING to BP, its successors, and assigns, the right of ingress and egress across Owner's land adjacent to said defined fifty-foot right-of-way strip for the purpose of exercising any and all of the rights which BP has under the right-of-way contracts hereinabove first set out, all of which rights are specifically reserved with regard to said right-of-way strip.

Owner, his heirs, successors, grantees, and assigns, shall have the right to use and enjoy the surface of the defined right-of-way reserved across Owner's land, provided such use and enjoyment shall be conducted in a manner that will not unreasonably interfere with the use of said right-of-way strip by BP, its successors, grantees, and assigns, for the purposes as set forth in the original right-of-way contracts first hereinabove described; and provided further that Owner, his heirs, successors, grantees, and assigns, shall not erect or construct, nor permit the erection or construction of any buildings, walls, fences, engineering works, or any other type of structure or structures on, over, under, through, or across said right-of-way strip. Owner further agrees that it shall not remove any of the existing "cover" which presently exists over the existing pipelines, nor shall Owner add any more than three feet (3') of "cover" to that which presently exists over the existing pipeline. It is mutually agreed, however, that Owner may construct necessary fences, utility lines, and service lines (but no other improvements of any nature), across, but not along, said defined strip, provided that not less than ten (10) days' advance written notice of the contemplated construction is given to BP at its office at 801 Warrenville Road, Suite 700, Lisle, IL 60532.

BP, its successors, grantees, and assigns, shall not be held liable to Owner, his heirs, successors, grantees, and assigns, for any damage caused to any of the permitted facilities constructed across or along the strip in exercising the rights granted BP in the original right-of-way easement, and if in the judgment of BP, the construction of such permitted facilities requires that the pipeline or pipelines located on said strip be altered, lowered, encased, or otherwise protected, the entire cost of such protective measures shall be borne fully by Owner, his heirs, successors, grantees, and assigns. Owner further agrees that BP shall have the right to maintain the right of way clear of trees and underbrush so as to continue the efficient operation and aerial patrol of the pipeline.

The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, his heirs, successors, grantees, and assigns, but in no event shall this document be binding upon BP Products North America Inc. until such time as it is executed and attested to by BP management.

All right, title and interest of every kind and nature is fully reserved by BP under the right-of-way Agreement first hereinabove described, it being understood that this Agreement and Partial Release shall not affect any other land covered by said right-of-way contracts.

EXECUTED this 12 day of Dec., 2001.

PATRICK F. CORKREAN

By: 

BP PRODUCTS NORTH AMERICA INC.

By: 

Name: LAWRENCE B. PECK *DMS*

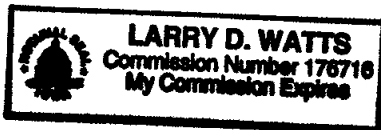
Title: VICE PRESIDENT

This document prepared by:
Mary A. Reh
BP Pipelines, NA
801 Warrenville Road, Suite 700
Lisle, IL 60532

THE STATE OF Iowa)
COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, on this day personally appeared PATRICK F. CORKREAN, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this 12 day of December, 20 01.



Larry D. Watts
Notary Public

My Commission Expires: 11-1-2023

THE STATE OF ILLINOIS)
COUNTY OF DuPage)

Before me, a Notary Public in and for said County and State, on this day personally appeared LAWRENCE B. PECK, known to me to be the VICE PRESIDENT, of BP PRODUCTS NORTH AMERICA INC., a corporation of the State of Maryland, and acknowledged to me that HE executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 18TH day of DECEMBER, 20 01.

Mary A. Reh
Notary Public



My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

A parcel located in the Northeast Quarter of Section 5, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Center of Section 5, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 1°16'49" East, 1317.11 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South 84°35'21" East, 657.98 feet; thence North 5°34'30" East, 56.87 feet to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South 89°31'41" East, 651.60 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence North 1°25'18" East, 605.96 feet along the West line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 5; thence South 89°01'23" East, 315.62 feet; thence North 1°25'18" East, 676.56 feet to a point on the North line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 5; thence South 89°01'23" East, 404.35 feet along the North line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 5; thence South 0°04'58" West, 9.80 feet to a point on the centerline of an existing county road; thence Southeasterly 649.70 feet along said road centerline, which is a 409.29 foot radius curve, concave Southwesterly, with a chord of South 47°20'09" East, 555.80 feet; thence South 0°39'58" West, 601.74 feet along said road centerline; thence Southeasterly 254.25 feet along said road centerline, which is a 572.97 foot radius curve, concave Northeasterly, with a chord of South 12°12'44" East, 255.41 feet to a point on the North line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence North 88°26'10" West, 324.12 feet along the North line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence South 1°33'50" West, 609.24 feet; thence North 89°30'57" West, 804.92 feet; thence South 1°33'49" West, 724.42 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence North 89°52'42" West, 75.43 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 5; thence North 89°09'12" West, 1308.35 feet along the South line of the Southwest Quarter of the Northeast Quarter of said Section 5 to the Point of Beginning. Said Parcel contains 80.506 acres, including 3.083 acres of County Road right-of-way.

PROPERTY TAX IDENTIFICATION NO 42-1526051

EXHIBIT B

(page 1 of 2)

PIPELINE EASEMENT DESCRIPTION

PIPELINE EASEMENT LEGAL DESCRIPTION:

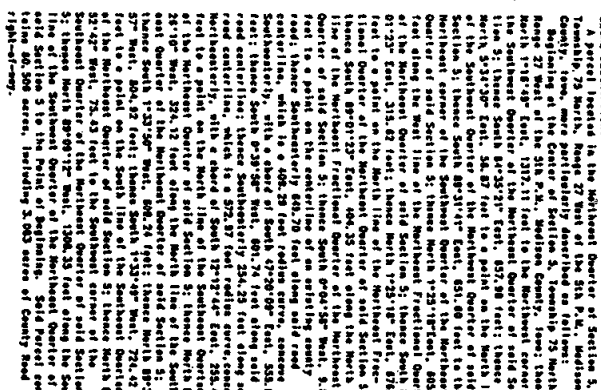
A 50.00 foot wide easement, centered on the existing pipeline, located in the Northeast Quarter of Section 5, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of which is more particularly described as follows:

Commencing at the Center of Section 5, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence South $89^{\circ}09'12''$ East, 206.17 feet along the South line of the Northeast Quarter of said Section 5 to a point on the centerline of an existing pipeline which is the easement Point of Beginning; thence North $48^{\circ}43'34''$ East, 1047.14 feet along said pipeline centerline; thence North $40^{\circ}00'16''$ East, 1142.70 feet along said pipeline centerline; thence North $21^{\circ}55'10''$ East, 1090.98 feet along said pipeline centerline to a point on the North line of the Northeast Quarter of said Section 5 which is 553.55 feet West of the Northeast corner of said Section 5, which is also the easement Termination Point.

(page 2 of 2)

TABLE 1 (continued)

Parameter	Value
01:0	SE: 1/4 ME: 1/4 = 2.50 cc SW: 1/4 ME: 1/4 = 2.04 cc
01:11	SE: 1/4 ME: 1/4 = 6.41 cc SW: 1/4 ME: 1/4 = 3.00 cc
01:17	SE: 1/4 ME: 1/4 = 6.50 cc SW: 1/4 ME: 1/4 = 6.94 cc
01:18	SE: 1/4 ME: 1/4 = 0.283 cc SW: 1/4 ME: 1/4 = 20.0 cc



OWNER/SUBSIDY IDER:

Winter, 1A, 50273

ENGINEER/SURVEYOR:

Consulting Engineers
110 West Grand Street

PH. (315) 462-3895

STUDY-AREA