DEED RECORD 119

FILED NO 681
BOOK 119 PAGE 72

1983 SEP 30 PM 4:16

Compared

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $27.00 9pgs.

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, as Trustee and not as an individual (hereinafter referred to as the "Grantor"), acting pursuant to Court Order No. 234, dated May 5, 1980, entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor No. 75 B 2697, and pursuant to every other power and authority to him pertaining, in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto

Hydrocarbon Transportation, Inc., 2223 Dodge Street, Omaha, Nebraska 68102

(hereinafter referred to as the "Grantee,") a nonexclusive permanent easement for pipeline purposes, and no other purpose (hereinafter referred to as "pipeline"), in the County of Madison, State of Iowa, along the course indicated in hatched lines on the print attached hereto marked Exhibit "A" and by reference made a part hereof, described on Exhibit "C" attached hereto and by reference made a part hereof.

FOR ASSIGNMENT ☐ deed RECORD 127 PAGE 208

Grantee's use of the property (herein described "premises") is made subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. The pipeline, when constructed, or if and when the existing pipe shall be replaced, shall be for the purpose of conveying Liquid Petroleum Prod. and shall be constructed of steel where it passes beneath the property of the Grantor, and it shall not be more than 8 inches in diameter, inside measurement. Said pipeline shall be encased in a 12" steel pipe under the Grantor's tracks and for a distance of 45 feet on each side of the track, as measured at right angles thereto. Said pipe shall be laid at a substantially uniform grade entirely across the property of the Grantor, and the top of the pipe shall not be less than 4.5 feet below the base of the rail of any tracks, nor at any point at a sufficiently shallow depth to be affected by frost, as provided in the print attached hereto, marked Exhibit "B" and by reference made a part of this agreement. Upon permanent removal of all tracks on premises, Grantee shall not be required to conform to encasement or depth provisions as herein stipulated, except as otherwise provided by law.

FOR ASSIGNMENT ☐ deed RECORD 127 PAGE 682

2. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, replacing, repairing, maintaining and operating said pipeline.

3. Grantee shall pay the entire cost of constructing, replacing, repairing, maintaining and operating said pipeline. All of said work shall be done in a good and workmanlike manner and in accordance with the plans, specifications and profiles, specifically including date of commencement of work, to be prepared by Grantee and submitted in writing for approval to Grantor; and, except in emergencies, until such approval is first had, and such approval shall not be unreasonably withheld, said work upon the premises shall not be begun by Grantee. Grantor reserves the right to have a representative present, but in no way waives any rights under this Easement Grant by failing to have said representative present.

4. Grantor shall have the right to retain existing tracks and other improvements at the location of this easement and shall also have the right at any and all times in the future to construct, maintain and operate over said easement such additional track, tracks and other improvements as he may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing tracks and other improvements of the Grantor or of such track, tracks and other improvements as Grantor may construct in the future across or above said easement. The Grantor reserves the exclusive right to grant future easements under, over, across, parallel with, or within the above-described premises, provided that such easements do not unreasonably interfere with the permitted usage herein.

5. Grantee agrees that before and during the construction, replacement, repair, maintenance or operation of said pipeline, or at any other time, Grantor shall have the right to provide such safe and temporary structure as he may deem necessary for safely caring for and preserving Grantor's tracks, buildings or other improvements, and Grantee agrees to pay to Grantor the entire cost of installing and removing such temporary structures and of restoring the property of Grantor as near as may be to the same condition in which it was before the commencement of the work.

6. Grantee agrees that if, at any time, Grantor shall change the location or grade of Grantor's tracks at any point of crossing or at any point along a parallel course with the pipeline or shall desire to use the premises at said crossing point or parallel course for any railroad purpose whatever, Grantee, at its own expense, shall make all changes required by Grantor. If Grantee shall fail, neglect or refuse to make such change for a period of thirty (30) days after receiving written notice from Grantor, then Grantor may forthwith make such change at Grantee's expense, provided that the substance and timing of such change(s) is subject to applicable governmental regulations.

7. Grantee shall at all times construct, replace, repair, maintain and operate said pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. If the manner of constructing, replacing, repairing, maintaining and operating said pipeline shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Grantee shall at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction in the premises make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency shall terminate this easement and the Grantee's rights and interest shall revert to Grantor, provided that they shall not terminate as long as Grantee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations.

8. Grantee agrees that it will at all times defend, indemnify and hold harmless the Grantor, his tenants, agents and employees, against all claims, demands, actions and causes of actions, including, but not limited to, judgments, settlements, attorneys' fees and court costs in connection therewith, arising or growing out of loss or damage to property or injury to or death of any persons resulting in any manner from said pipelines excluding only all loss, damage, claims, demands and suits resulting from the negligence or willful acts of Grantor which are the sole proximate cause thereof.

9. All rights and interest to said premises shall revert to Grantor if Grantee vacates, abandons or ceases to use said easement with the intent to permanently vacate, abandon said easement for the purpose herein set forth. Upon such permanent abandonment, Grantee, at its own expense, shall remove its improvements and restore said premises to their original condition. Immediately upon such event, Grantee shall deliver to Grantor, an instrument in proper form for approval and recording by Grantor releasing the premises from the easement interest herein conveyed.

10. Notwithstanding anything to the contrary herein, the Grantor shall in no event incur liability to Grantee for the failure of or defect in Grantor's title or estate in the premises.

11. The grants, covenants and stipulations hereof shall extend to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed by Grantor this 25th day of August, 1983.

WITNESS:

John L. Vougis

WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor

W. M. Gibbons

William M. Gibbons
Trustee

APPROVED
K B Nelson
General Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of August, A. D., 1983, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared William M. Gibbons, the Trustee aforesaid, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed and in the capacity therein stated.

Linda Lee Powell
Notary Public

Linda Lee Powell

LINDA LEE POWELL NOTARY PUBLIC COOK COUNTY, IL.

My Commission Expires:
[illegible] 1987

aw

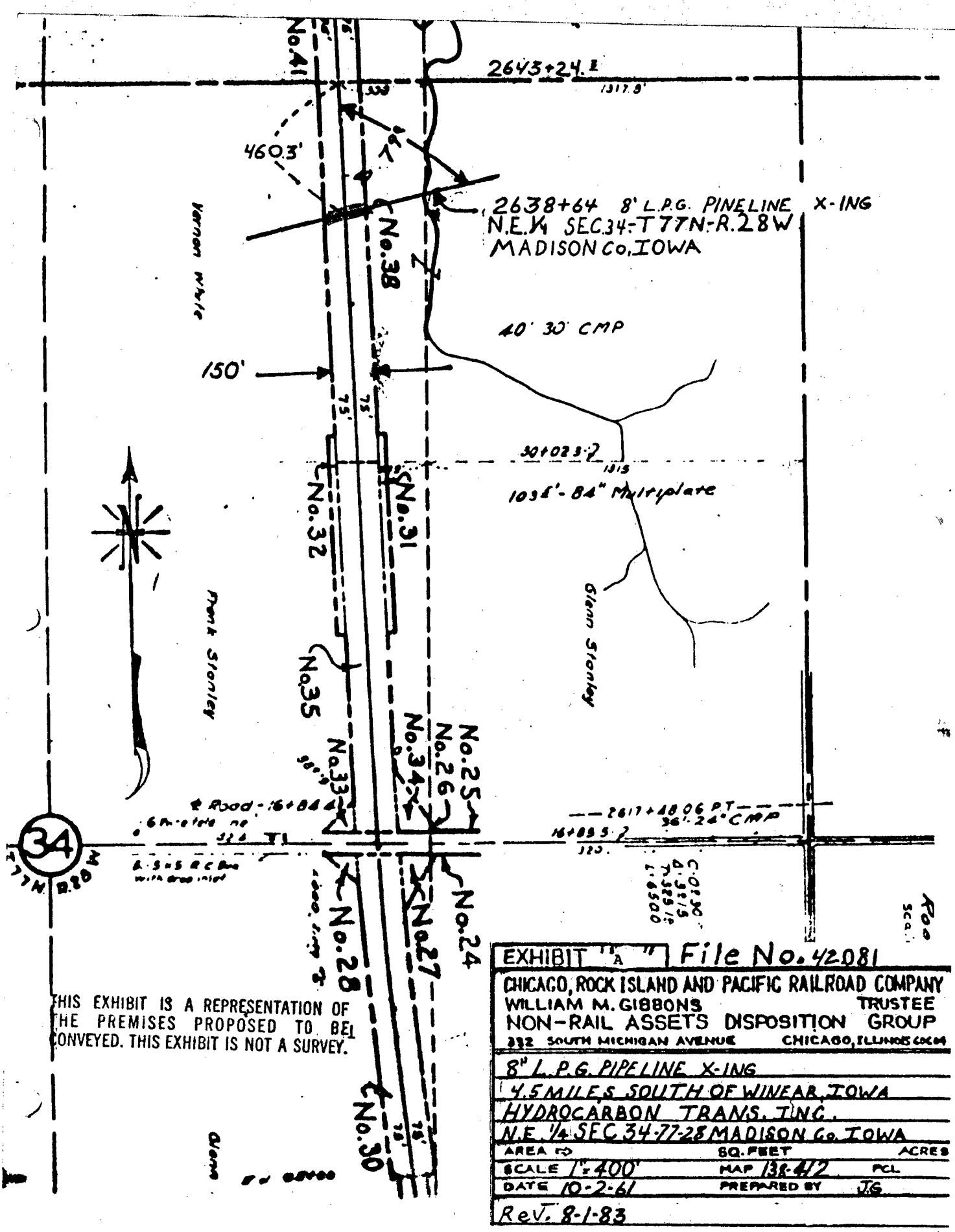


EXHIBIT "A" File No. 42081

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY
WILLIAM M. GIBBONS TRUSTEE
NON-RAIL ASSETS DISPOSITION GROUP
332 SOUTH MICHIGAN AVENUE CHICAGO, ILLINOIS 60604

8" L.P.G. PIPELINE X-ING
4.5 MILES SOUTH OF WINEAR, IOWA
HYDROCARBON TRANS. INC.
N.E. ¼ SEC 34-77-28 MADISON Co. IOWA

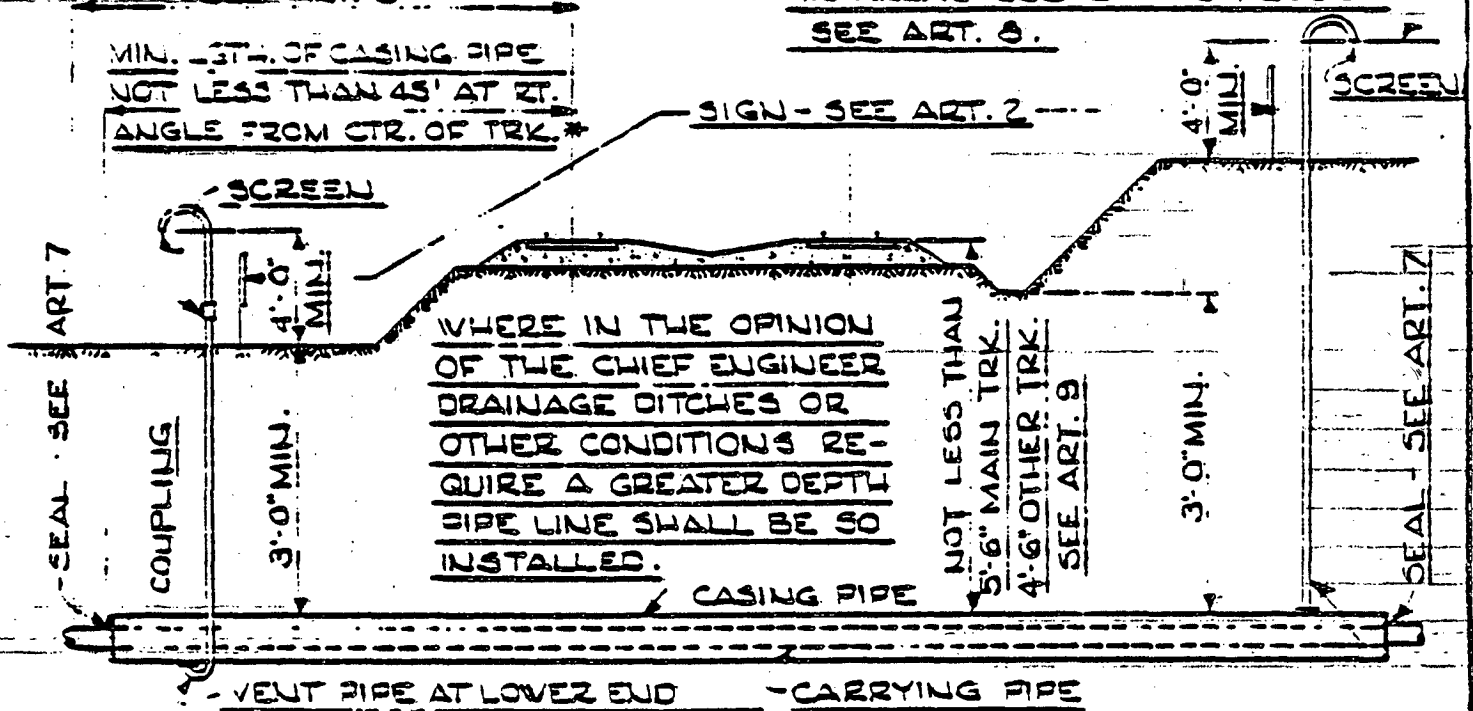
AREA ⇨	SQ. FEET	ACRES
SCALE 1"=400'	MAP 138-412	PCL
DATE 10-2-61	PREPARED BY	J.G.
Rev. 8-1-83		

ROCK ISLAND LINES

SP 32

EXHIBIT "B"

STANDARD PLAN AND SPECIFICATIONS TO ACCOMPANY CONTRACTS FOR UNDERGRADE CROSSINGS OF PIPELINES CARRYING TOXIC OR FLAMMABLE FLUIDS.



*NOTE INCREASED DISTANCE MAY BE REQUIRED BY CHIEF ENGR. SEE ART. 4

1. SCOPE

Pipelines included under these specifications are those installed to carry oil, gas, petroleum products, or other flammable or highly volatile or toxic substances under pressure.

2. GENERAL REQUIREMENTS

a. Pipelines under railway tracks and across railway rights-of-way shall be encased in a larger pipe or conduit called the casing pipe.
Casing pipe may be omitted in the following locations:

(1) Under secondary or industry tracks as approved by the Chief Engineer of the railroad.

(2) On pipelines in streets where the stress in the pipe from internal pressure and external loads does not exceed 40 percent of the specified minimum yield strength (multiplied by longitudinal joint factor) of the steel pipe material.

Pipelines shall be installed under tracks by boring or jacking, if practicable. Pipelines shall be located, where practicable, to cross tracks at approximately right angles thereto but preferably at not less than 45 degrees and shall not be placed within a culvert, under railway bridges nor closer than 45 feet to any portion of any railway bridge, building or other important structure, except in special cases and then by special design as approved by the Chief Engineer of the railroad.

INDEX NUMBER
30X 81 - 35

b. Pipelines laid longitudinally on railway rights-of-way shall be located as far as practicable from any tracks or other important structures. If located within 15 feet of the center line of any track or closer than 45 feet to nearest point of any bridge, building or other important structure, the carrier pipe shall be encased or of special design as approved by the Chief Engineer of the railroad.

c. Any replacement of a carrier pipe shall be considered a new installation, subject to the requirements of these specifications.

d. Where laws or orders of public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of these specifications.

e. Pipelines and casing pipe shall be suitably insulated from underground conduits carrying electric wires on railway rights-of-way.

f. All pipelines, except those in streets shall be prominently marked at the rights-of-way (on both sides of track for undercrossings) by signs substantially worded thus:

"HIGH PRESSURE . . . . . MAIN . . . . . FEET UNDER"

3. CARRIER PIPE

Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current ASA B 31.4, Code for Oil Transportation Piping, ASA B 31.8, Code for Gas Transmission and Distribution Piping Systems, and other applicable ASA Codes, except that the maximum allowable stresses* for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by longitudinal joint factor) of the pipe as defined in the ASA Codes:

* If the maximum allowable stress in the carrier pipe on either side of the crossing is less than specified above, the carrier pipe at the crossing shall be designed at the same stress as the adjacent carrier pipe.

a. Steel pipe within a casing under railway tracks and across railway rights-of-way (the following percentages apply to hoop stress):

(1) Seventy-two percent for installations on oil pipelines.

(2) Fifty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.

(3) Sixty percent for installations on gas pipelines.

b. Steel pipe without a casing under secondary or industry tracks (the following percentages apply to the sum of the hoop stress due to the maximum anticipated internal pressure and the flexural ring stress due to external loads):

(1) Sixty percent for installations on oil pipelines.

(2) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.

(3) Fifty percent for installations on gas pipelines.

c. Steel pipe laid longitudinally on railway rights-of-way (the following percentages apply to hoop stress):

(1) Sixty percent for installations on oil pipelines.

(2) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.

(3) Forty percent for installations on gas pipelines.

The minimum wall thickness for steel or wrought iron carrier pipe shall be 0.2 inches. For pipelines 14" inches in diameter and smaller, operating at pressures less than 100 psi, a thickness not less than that specified for extra-strong steel pipe by the U.S. Department of Commerce, National Bureau of Standards, may be used.

Requisites for carrier line pipe under railway tracks shall apply for a minimum distance of 50 feet (measured at right angles) from center line of outside tracks or 2 feet beyond toe of slope or 25 feet beyond the ends of casing (when casing is required), whichever is greater. This requirement does not apply to lines in streets.

The pipe shall be laid with sufficient slack so that it is not in tension.

4. CASING PIPE

Casing pipe and joints shall be of metal and of leakproof construction, capable of withstanding railway loading.

WALL THICKNESS FOR STEEL CASING PIPE
FOR E 72 LOADING (INCLUDING IMPACT)

MINIMUM THICKNESS INCHES	DIAMETER OF PIPE
0.188	Under 12¾
0.219	12¾
0.250	14 and 16
0.281	18
0.312	20
0.344	22
0.375	24 and 26
0.406	28
0.438	30
0.500	32 and 34
0.563	36, 38 and 40
0.625	42

Steel pipe to have a minimum yield strength of 35,000 psi.

When casing is installed without benefit of a protective coating, and said casing is not cathodically protected, the wall thickness shown above shall be increased to the nearest standard size which is a minimum of 0.063 in. greater than the thickness shown except for diameters under 12¾ inches.

Cast iron pipe may be used for a casing provided the method of installation is by open trench. Cast iron pipe shall conform to American Standards Association Specifications A 21. The pipe shall be of the mechanical joint type or plain-end pipe with compression type couplings. The strength of cast iron pipe to sustain external loads shall be computed in accordance with ASA A 21.1 "Manual for the Computation of Strength and Thickness of Cast Iron Pipe." Pit-cast pipe may be used up to 20 inches in diameter. Centrifugal-cast pipe shall be used for pipes over 20 inches in diameter.

The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing pipe. All joints or couplings, supports, insulators or centering devices for the carrier pipe within a casing under railroad tracks shall be taken into account. In addition, a minimum vertical deflection of the casing pipe of 3 percent of its diameter plus ½ inches clearance shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe the inside diameter of the casing pipe shall be at least 2 inches greater than the outside diameter of the carrier pipe for pipe less than 8 inches in diameter; at least 3¼ inches greater for pipe 8 inches to 16 inches inclusive, in diameter, and at least 4½ inches greater for pipe 18 inches in diameter and over.

Casing pipe under railroad tracks and across railway rights-of-way shall extend to the greater of the following distances, measured at right angles to the center line of tracks:

a. 2 feet beyond toe of slope.
b. 3 feet beyond ditch line.
c. A minimum distance of 45 feet each side from center line of outside track.

If additional tracks are constructed in the future, the casing shall be extended accordingly.

5. CONSTRUCTION

Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length, except at the ends of casing where ends are left open, or through vent pipes when ends of casing are sealed. Casing shall be so installed as to prevent the formation of a waterway under the railway and with an even bearing throughout its length, and shall slope to one end (except for longitudinal occupancy).

Installations by open-trench methods shall comply with Installation of Pipe Culverts, Part 4, Chapter 1, of the current American Railway Engineering Specifications. All open excavations within twenty feet (20 feet) of the center line of any track shall be covered so as to accept pedestrian use safely during hours when pipeline installation is not actively in progress. During hours of darkness, adequate warning lights shall be placed at the side of the excavation.

Bored or jacked installations shall have a bored hole diameter essentially the same as the outside diameter of the pipe plus the thickness of the protective coating. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (including coating) by more than approximately 1 inch, remedial measures as approved by the Chief Engineer of the railroad shall be taken. Boring operations shall not be stopped if such stoppage would be detrimental to the railroad.

Tunneling operations shall be conducted as approved by the Chief Engineer of the railroad. If voids are caused by the tunneling operations, they shall be filled by pressure grouting or by other approved methods which will provide proper support.

Jacking and receiving pits must be located outside the point where a 1.5 to 1.0 slope projected down from a point 12 feet out from center line of track at level of top of tie will intersect the bottom of the pit. If this

requirement cannot be fulfilled, design drawings of the pit showing details of the shoring and bracing are to be submitted for approval of the railroad prior to starting any excavation.

Where casing and/or carrier pipe is cathodically protected the Chief Engineer of the railroad shall be notified and suitable test made to insure that other railway structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Reports of Correlating Committee on Cathodic Protection, published in July 1951 by the National Association of Corrosion Engineers.

6. INSPECTION AND TESTING

ASA Codes B 31.8 and B 31.4, current at time of constructing the pipeline, shall govern the inspection and testing of the facility within the railway rights-of-way except that the proof testing of strength of carrier pipe shall be in accordance with requirements of ASA Code B 31.8 for Location Classes 2, 3, or 4 or ASA Code B 31.4 as applicable.

7. SEALS

Where ends of casing are below ground they shall be suitably sealed to outside of carrier pipe.

Where ends of casing are at or above ground surface and above high-water level, they may be left open, provided drainage is afforded in such manner that leakage will be conducted away from railway tracks or structure. Where proper drainage is not provided, the ends of the casing shall be sealed.

8. VENTS

Casing pipe, when sealed, shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than 2 inches in diameter, shall be attached near end of casing and project through ground surface at right-of-way lines or not less than 45 feet (measured at right angles) from center line of nearest track.

Vent pipe, or pipes, shall extend not less than 4 feet above ground surface. Top of vent pipe shall be fitted with down-turned elbow properly screened, or a relief valve. Vents in locations subject to high water shall extend above the maximum elevation of high water and shall be supported and protected in a manner that meets the approval of the Chief Engineer of the railroad.

Vent pipes shall be at least 4 feet (vertically) from aerial electric wires.

9. DEPTH OF INSTALLATION

a. Casing pipe under railway tracks and across railway rights-of-way shall be not less than 5½ feet from base of railway rail to top of casing at its closest point, except that under secondary or industry tracks this distance may be 4½ feet. On other portions of rights-of-way where casing is not directly beneath any track, the depth from ground surface or from bottom of ditches to top of casing shall not be less than 3 feet.

b. Carrier pipe installed under secondary or industry tracks without benefit of casing shall be not less than 4½ feet from base of railway rail to top of pipe at its closest point nor less than 3 feet from ground surface or from bottom of ditches.

c. Pipeline laid longitudinally on railway rights-of-way, 50 feet or less from center line of track, shall be buried not less than 5 feet from ground surface to top of pipe. Where pipeline is laid more than 50 feet from center line of track, minimum cover shall be at least 2 feet.

10. APPROVAL

Applicant for proposed pipeline crossing shall submit to the railroad sufficient number of copies of a plan-profile drawing of that portion of the pipeline to be constructed on railroad right-of-way. Drawing shall be made to scale showing the relation of the proposed pipeline to railway tracks, angle of crossing, location of casing and vents, railway survey station, right-of-way lines and general layout of tracks and railway facilities. Drawing should show a cross section from field survey, showing pipe in relation to actual profile of ground and tracks. If open cutting or tunneling is necessary, detail drawings of shoring and method of supporting tracks or driving tunnel shall be shown.

In addition to the aforesaid drawing (s), applicant shall also submit the following information concerning the pipeline and its operation:

	CARRIER PIPE	CASING PIPE
Contents to be handled		
Outside Diameter		
Pipe Material		
Specification and Grade		
External Coating		
Wall Thickness		
Minimum Yield Stress		
Maximum Operating Pressure		
Type of Joint		

Cathodic Protection ☐ YES ☐ NO Casing Insulators ☐ YES ☐ NO

Shut-Off — Applicant should describe location of nearest upstream valve from railroad that can be operated to shut off fluid flow. If nearest valve is not automatically operated on loss of pipeline pressure or is not constantly attended by applicant's personnel, Applicant should supply instructions on procedure and locations involved in effecting shut-off of pipeline through area of crossing under railroad.

All of the aforesaid information should be submitted to the railroad and shall be approved by the Chief Engineer of the railroad before construction is begun. The execution of the work on railroad right-of-way, including the supporting tracks shall be subject to the inspection and direction of the Chief Engineer of the railroad or his authorized representative.

H. F. Lonholt — ENGINEER MAINTENANCE OF WAY
C E Wilkes — CHIEF ENGINEER
L W Lyon — GENERAL MANAGER
J B Bubb — V.P. OPERATIONS & MTCE.

4

EXHIBIT "C"

File No. 42081 Hydrocarbon Transportation, Inc.

M. P. 390 + 799 Ft. 4.5 Miles South of Winear, Iowa

E.P.S. 2638 + 64 8" Liquid Petroleum Products Pipeline Crossing

A 5 foot nonexclusive easement across the Grantor's 150 foot Railroad right-of-way as now evidenced, monumented, occupied, or recorded in the Northeast Quarter of Section 34, Township 77 North, Range 28 West of the Fifth Principal Meridian, the centerline of said easement being described as intersecting the centerline of said Grantor's right-of-way a distance of 420 feet South of the North line of said Section 34, as measured along the centerline of said Grantor's right-of-way, the centerline of said easement intersects the centerline of said Grantor's right-of-way at an angle of 79 degrees, 00 minutes, as measured from Northerly to Northeasterly all in Madison County, Iowa

Map No. $\frac{138-4}{2}$

mj