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Book 2015 Page 30 Type 06 017 Pages 8

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

AMENDMENT OF RIGHT-OF-WAY CONTRACT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Wes Pekarek
Specialist, Right of Way
Buckeye Pipe Line Transportation LLC
1315 N. Sterling Ave.
Sugar Creek, MO 64054
(816) 836-6096

Taxpayer Information: (name and complete address)

Midwest Rock Products, Inc.
108 SE 6th Street
Greenfield, IA 50849-1499

Return Document To: (name and complete address)

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

Grantor (Landowner): Midwest Rock Products, Inc.

Grantee (Buckeye): Buckeye Pipe Line Transportation LLC

Legal Description: See Pages 2 & 3

Book & Page Reference of original easement, a portion of which is herein modified: 75/454

STATE OF IOWA
COUNTY OF MADISON

R/W: 316
LINE: UC762OI

AMENDMENT OF RIGHT-OF-WAY CONTRACT

THIS AMENDMENT OF RIGHT-OF WAY CONTRACT ("Amendment"), made this 8 day of 09 2014, by and between **Midwest Rock Products, Inc.**, an Iowa corporation, having a mailing address of 108 SE 6th Street, Greenfield, Iowa 50849-1499 (hereinafter called "Landowner"), and **Buckeye Pipe Line Transportation LLC**, a Delaware limited liability company, with offices at Five TEK Park, 9999 Hamilton Blvd., Breinigsville, Pennsylvania 18031 (hereinafter called "Buckeye").

WITNESSETH THAT:

WHEREAS, pursuant to the terms of a certain right-of-way contract dated May 22, 1941, executed and delivered by Bankers Life Company, to Standard Oil Company, filed for record in Book 75, Page 454 in the records of the Office of the Recorder of Deeds for the County of Madison, State of Iowa, (hereinafter referred to as the "Right-of-Way Contract"), said Standard Oil Company laid a six-inch (6") pipe line for the transportation of oil, gas, gasoline, or other petroleum products, on, over, and through certain lands of Bankers Life Company, situated in the County of Madison, State of Iowa, to-wit:

N/2 of NW/4 and SE/4 of NW/4 and E. 3 ¼ acres of SW/4 of NW/4 and NE/4 of Sec. 27, Twp. 76 N, Range 27 W, and SE/4 of SW/4 and S/2 of SE/4 of Sec. 22, Twp. 76 N, Range 27 W, along the route hereinafter stated

The route of said pipeline shall be as follows: Commencing at a point approximately 100 feet North of the Southwest corner of the East 3 ¼ acres of the Southwest Quarter of the Northwest Quarter of Section 27-76-27, and running thence North 53° East approximately 309.78 rods to a point approximately 700 feet South of the Northeast corner of the South Half of the Southeast Quarter of Section 22-76-27

All in Sections 22 and 27, Township 76 N, Range 27 West in Madison County, Iowa.

WHEREAS, Buckeye represents and warrants that all right, title, interest, and estate in said Right-of-Way Contract originally granted to Standard Oil Company is now owned by Buckeye; and

WHEREAS, Landowner is the present owner of the lands described below pursuant to a Warranty Deed dated December 31, 1986 and recorded in Book 122, Page 788 in the records of the Office of the Recorder of Deeds for the County of Madison, State of Iowa; (hereinafter referred to as the "Land"). Said Land is described as follows;

The South Half of the Southeast Quarter (S½ SE¼) and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Twenty-two (22) and the Northeast Quarter (NE ¼) (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 and the West Half of the Southeast Quarter ($W\frac{1}{2} SE\frac{1}{4}$) (except the C.R.I. & P. Railroad right of way and except that portion thereof lying South and East of said Railroad right of way) and the East Half of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4}$) (except that portion thereof as may have been heretofore conveyed to or occupied by the Des Moines Southern Railroad Company as a railroad right of way) and the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4} NW\frac{1}{4}$) and the East Three and One-quarter ($3\frac{1}{4}$) Acres of the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-seven (27), all in Township Seventy-six (76) North, of Range Twenty-seven (27) West of the 5th P.M., all in Madison County, Iowa.

and

That part of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4} NE\frac{1}{4}$) and the West Half of the Northeast Quarter ($W\frac{1}{2} NE\frac{1}{4}$) and the East Half of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4}$) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., as may have been heretofore conveyed to or occupied by the Des Moines Southern Railroad Company as a railroad right-of-way, all in Madison County, Iowa.

Said Land is subject to the above-described Right-of-Way Contract; and

WHEREAS, Buckeye desires to relocate a portion of the existing pipeline in a newly defined right-of-way, as shown and described on "EXHIBIT-A (SHT 1)" and "EXHIBIT-A (SHT 2)", both dated 9/29/14, prepared by Farnsworth Group, entitled "LINE 762 REPLACEMENT AT CEDAR CREEK", which are attached hereto and made a part hereof; and

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other valuable consideration, by virtue of this Amendment, the parties hereto, intending to be legally bound hereby for themselves and their respective successors and assigns, covenant and agree that the Right-of-Way Contract shall be and the same is hereby amended by reference thereto to provide as follows:

1. Landowner hereby grants, conveys and amends to Buckeye the right-of-way and easement (hereinafter collectively called "Right-of-Way") as shown and described on said "EXHIBIT-A (SHT 1)" and "EXHIBIT-A (SHT 2)", with ingress and egress to, from and across said Right-of-Way.

2. Buckeye shall have the right, at any time, to lay, replace, operate, maintain, inspect, protect, repair, alter, relocate, change the size of, construct, and remove a pipeline, together with the right, at any time or times, to construct, install, test, operate, maintain, protect, repair, upgrade, replace, reinstall, relocate, remove and/or abandon any equipment and appurtenances as may be necessary or convenient therefore, for use in connection with the pipeline laid on, in, over, under, through, across and within the Right-of-Way.

3. Except as otherwise specifically provided for herein, neither Landowner nor its agents, successors and assigns shall build, create, construct, or permit to be built any structure, building, engineering works, improvement or obstruction on, construct artificial surfaces, or place bodies of water, permit or plant trees, excavate within, change the grade of, or use the Right-of-

Way or any part thereof, in any way which will interfere with Buckeye's immediate and/or unimpeded access to Buckeye's pipeline located therein or otherwise interfere with Buckeye's proper and safe use, operation, enjoyment and lawful exercise of any of the rights herein granted or confirmed without first having obtained Buckeye's approval in writing.

4. Buckeye shall have the right, but not the obligation, at Buckeye's sole cost and expense, to clear the Right-of-Way and easement of brush, trees and overhanging limbs which have grown or encroached thereon, to maintain immediate and/or unimpeded access to Buckeye's pipeline located therein. Buckeye shall not be liable for damages to any trees, brush or tree limbs occasioned upon the Right-of-Way and easement during the exercise of any of the rights herein granted or confirmed.

5. Buckeye shall defend, indemnify and hold harmless the Landowner from any type of loss and/or liability, including reasonable attorney fees, arising out of Buckeye's use of the Right-of-Way and easement, except where such loss and/or liability arise from the negligent acts or omissions of the Landowner. Prior to any construction, Buckeye is to acquire and maintain any and all permits required by governing authorities. If any contamination of soil and/or water results from the activities associated with the Right-of-Way Contract described herein, and/or this Amendment, is the responsibility of Buckeye. All reporting and remedial actions are to be completed at the sole cost and expense of Buckeye, and all State and Federal laws complied with until cleared by all governing authorities.

6. Buckeye shall be responsible for all county and state transfer taxes that may apply to this Right-of-Way and easement and shall be responsible for the completion of all documents and payment of all fees required in order to record this Amendment.

7. All other terms, conditions, provisions and restrictions of the Right-of-Way Contract except as modified and amended by this Amendment, are hereby ratified and confirmed and shall remain in full force and effect.

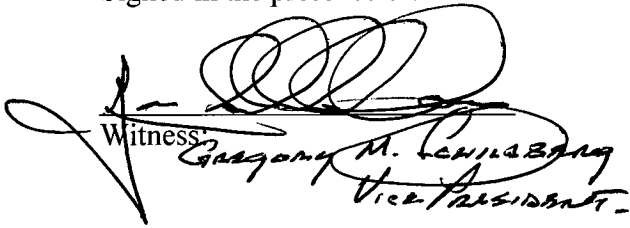
8. The terms, conditions and provisions of this Amendment shall constitute covenants running with the Land and be binding upon and inure the heirs, executors and administrators, personal representative, successors and assigns of the parties hereto.

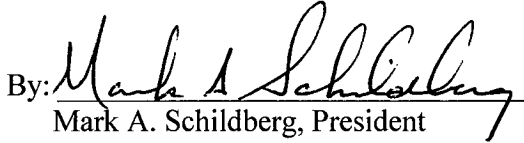
IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year aforesaid.

Landowner:

Signed in the presence of:

Midwest Rock Products, Inc.

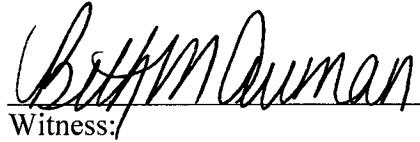
Witness: 
Gregory M. Leisberg
Vice President

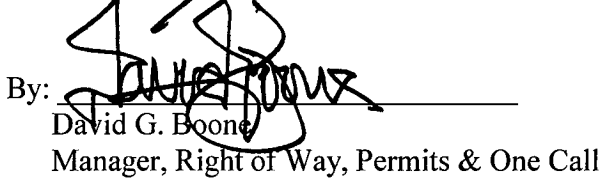
By: 
Mark A. Schildberg, President

Buckeye:

Signed in the presence of:

Buckeye Pipe Line Transportation LLC


Witness:

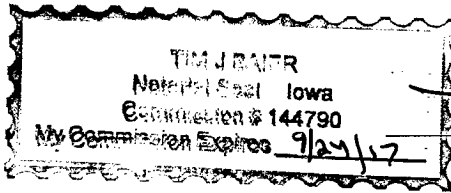
By: 
David G. Boone
Manager, Right of Way, Permits & One Call

STATE OF IOWA :
COUNTY OF MADISON :

§

The forgoing instrument was acknowledged before me this 8 day of Oct, of 2014, by Mark A. Schildberg, President of Midwest Rock Products, Inc. an Iowa corporation, on behalf of the corporation.

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



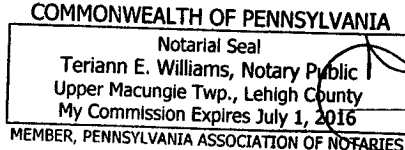
[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LEHIGH :

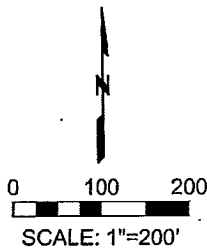
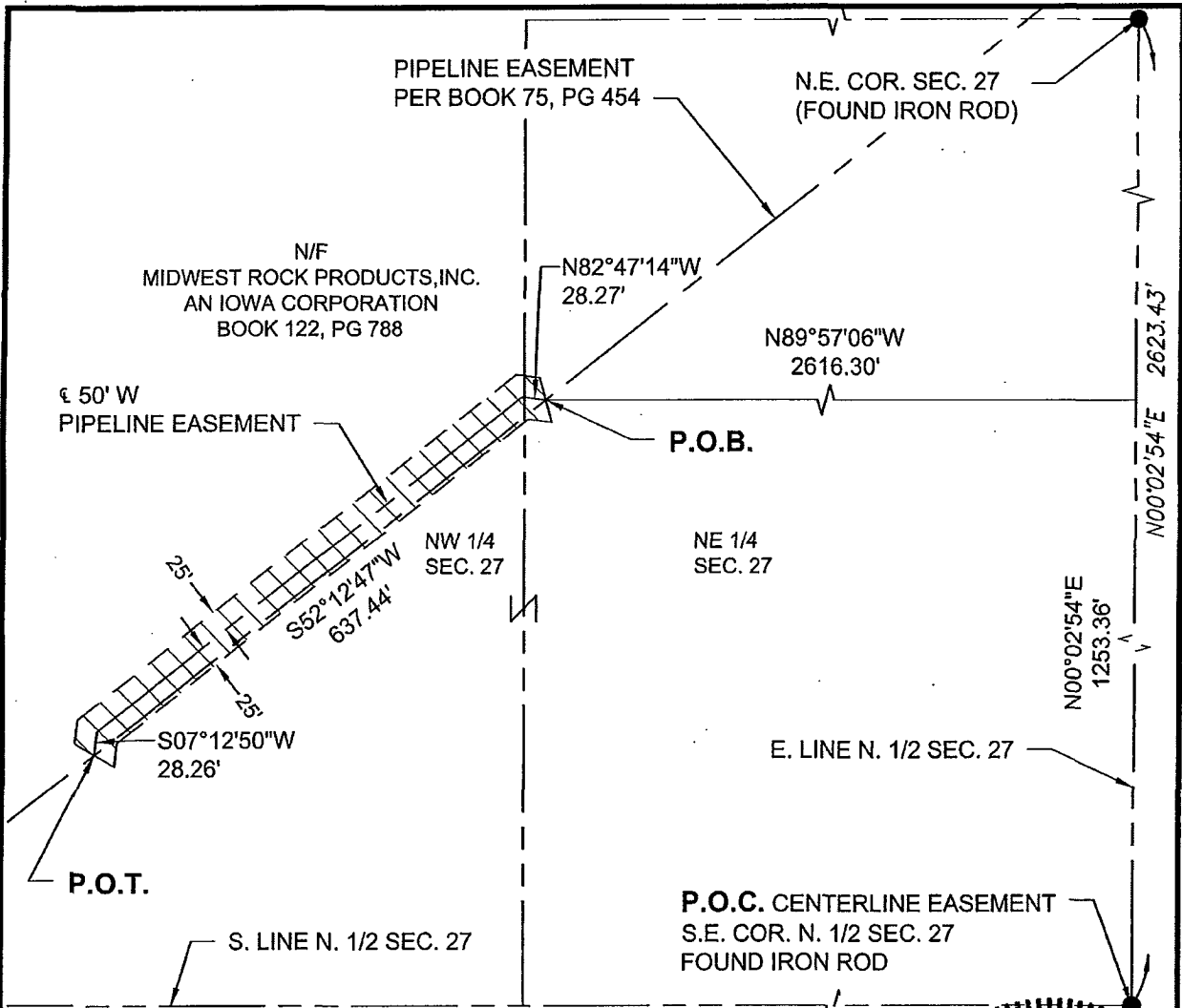
§

On this 18TH day of DECEMBER, 2014, before me the subscriber, a Notary Public in and for said County, appeared David G. Boone, to me personally known, who, being by me duly sworn, did say that he is the Manager, Right-of-Way, Permits & One Call of Buckeye Pipe Line Transportation LLC, a Delaware limited liability company, and he acknowledged the execution of said instrument to be the free act and deed of said limited liability company.

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



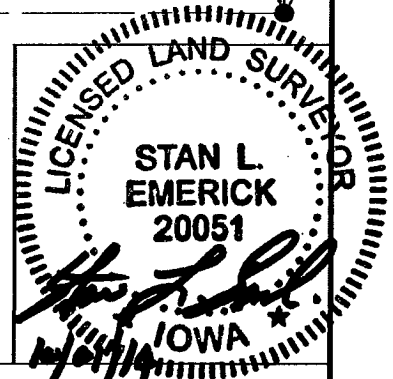
[Signature]
Notary Public



ABBREVIATIONS

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = POINT OF TERMINUS

TOTAL LENGTH: 693.97' = 42.06 RODS



ROW #316

PREPARED BY: **Farnsworth GROUP**
 20 ALLEN AVENUE, SUITE 200, ST LOUIS, MISSOURI 63119
 (314) 962-7900 / (314) 962-1253 Fax

BUCKEYE PIPE LINE TRANSPORTATION LLC

LINE 762 REPLACEMENT AT CEDAR CREEK
 A TRACT OF LAND BEING PART OF
 N 1/2, SEC 27, T76N, R27W, 5PM
 MADISON COUNTY, IOWA

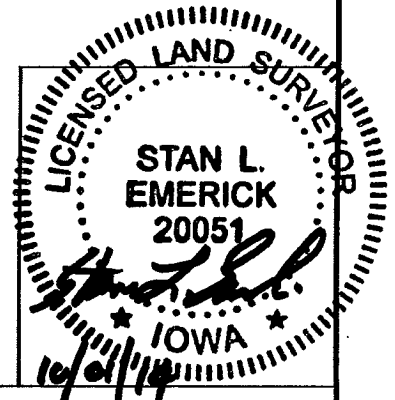
NO.	DESCRIPTION OF REVISION	BY DATE	APPR DATE
3			
2			
1			

DRAWN	SJB	CHKD.	TWE/SLE	APP'D.
DATE:	9/29/14	NO. EXHIBIT-A (SHT 1)		REV 0
SCALE:	1"=200'			


DESCRIPTION OF FIFTY FOOT WIDE PIPELINE EASEMENT

A FIFTY FOOT WIDE PIPELINE EASEMENT BEING PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA. SAID EASEMENT BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 27, THENCE ALONG THE EAST LINE OF SAID NORTH HALF, NORTH 00 DEGREES 02 MINUTES 54 SECONDS EAST 1253.36 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST 2616.30 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 82 DEGREES 47 MINUTES 14 SECONDS WEST 28.27 FEET; THENCE SOUTH 52 DEGREES 12 MINUTES 47 SECONDS WEST 637.44 FEET; THENCE SOUTH 07 DEGREES 12 MINUTES 50 SECONDS WEST 28.26 FEET TO THE POINT OF TERMINUS, SAID EASEMENT CONTAINING 0.80 ACRES.



ROW #316

PREPARED BY:  Farnsworth <small>GROUP</small> 20 ALLEN AVENUE, SUITE 200, ST LOUIS, MISSOURI 63119 (314) 962-7900 / (314) 962-1253 Fax		BUCKEYE PIPE LINE TRANSPORTATION LLC	
		LINE 762 REPLACEMENT AT CEDAR CREEK A TRACT OF LAND BEING PART OF N 1/2, SEC 27, T76N, R27W, 5PM MADISON COUNTY, IOWA	
3			
2			
1			
NO.	DESCRIPTION OF REVISION	BY DATE	APPR DATE
			DRAWN SJB CHKD. TWE/SLE APP'D. DATE: 9/29/14 SCALE: NONE
			NO. EXHIBIT-A (SHT 2) REV 0