

BK: 2018 PG: 1634
Recorded: 5/24/2018 at 8:54:16.0 AM
Fee Amount: \$47.00
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:

Buckeye Pipe Line Transportation LLC
Larry Johnson
1315 N. Sterling Ave.
Sugar Creek, MO 64054
(620) 224-1489

Taxpayer Information:

Edwin D. Nelson and Terrie Nelson, who acquired title as Terrie Kemp
1469 Union Lane
Van Meter, Iowa 50261

Return Document To:

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

**Grantor: EDWIN D. NELSON AND TERRIE NELSON, WHO ACQUIRED TITLE AS
TERRIE KEMP**

Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC

Date of Document: See Page 2

Legal Description: See EXHIBT "A"

Parcel ID: 030013222000000 and 030012988001000

Book & Page References of previously recorded documents: 75/470

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

This LAND USE LIMITATION ADDENDUM TO THE PIPELINE EASEMENT AND RIGHT OF WAY GRANT (the "Addendum"), dated as of this 17 day of May, 2018, is executed by and between **EDWIN D. NELSON AND TERRIE NELSON, WHO ACQUIRED TITLE AS EDWIN D. NELSON AND TERRIE KEMP** ("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 October 23, 1998, recorded in the Office of the Recorder of Deeds in Madison County, Iowa, Recorded in Book 139, Page 736, and being part of Tax Parcel Number 030013222000000 and 030012988001000 and further described in EXHIBIT "B" attached and made a part of this addendum ("THE PROPERTY").

B. THE PROPERTY is subject to a Right of Way Contract ("Agreement") dated March 24, 1941, recorded in the Office of County Recorder in Madison County, Iowa in Book 75, Page 470, on August 11, 1941, which granted an Easement and Right of Way to Grantee on, over, and through THE PROPERTY for the right to lay, maintain, inspect, operate, replace, change or remove a pipeline or pipelines for the transportation of oil, gas, gasoline or other petroleum products owned by Grantee and/or its affiliates.

C. The Agreement provides, among other things, that the 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, Grantors' 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 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 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 area restricted from any further use as defined in paragraph 1. The area restricted mentioned herein is shown and depicted on EXHIBIT "A", which is attached hereto and made a part hereof.
3. Grantee shall pay Grantor the sum of ten dollars and other good and valuable consideration.
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 May 14, 2028, (primary term) unless the pipeline is taken out of service, lowered, relocated, or sufficient cover is added to 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.

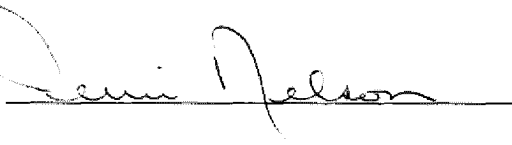
[Remainder of page intentionally left blank; signature page follows]

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

GRANTOR:

By: 

EDWIN D. NELSON


By: 


**TERRIE NELSON, acquired title as
TERRIE KEMP**

GRANTEE:

Signed in the presence of:

BUCKEYE PIPE LINE TRANSPORTATION LLC


Witness: David Jenner

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

STATE OF IOWA :
§
COUNTY OF MADISON :

On this 14th day of May, 2018, before me, a Notary Public, personally appeared **EDWIN D. NELSON AND TERRIE NELSON, WHO ACQUIRED TITLE AS TERRIE KEMP**, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

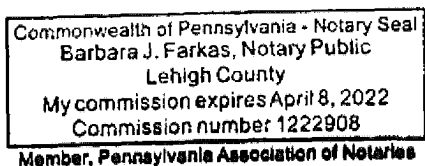
Suzanne Larsen
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
§
COUNTY OF LEHIGH :

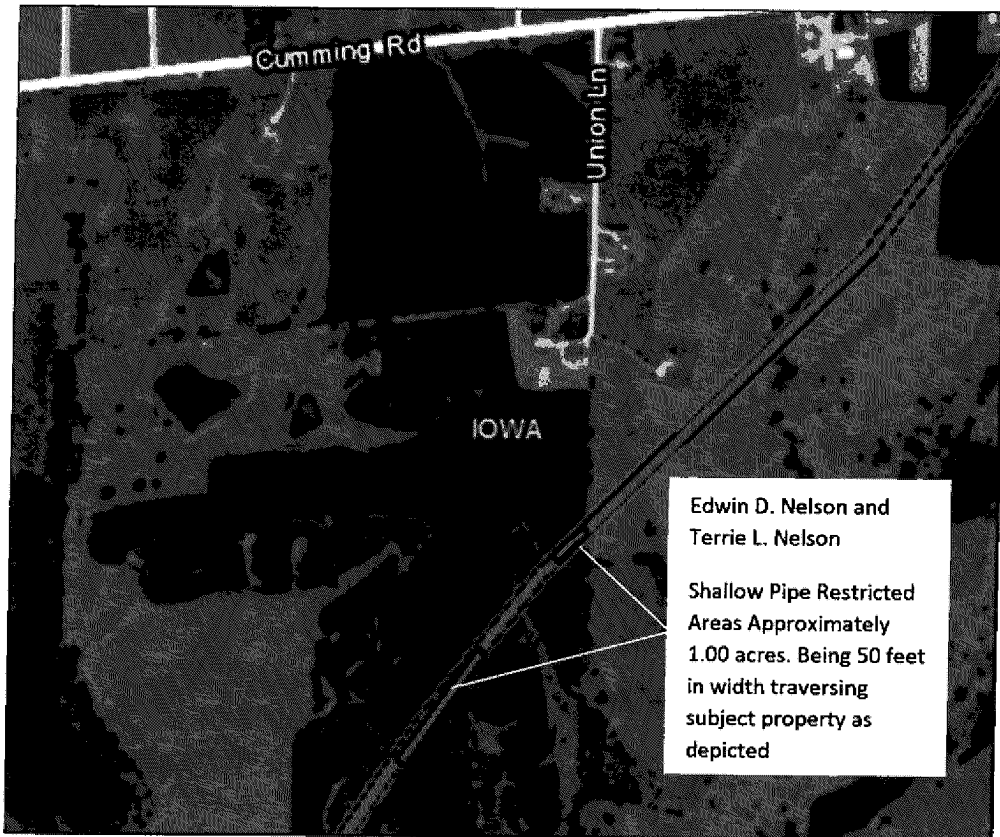
On the 23rd day of May, 2018, the above-named David G. Boone, acting in his capacity as Sr. Manager, Right-of-Way, Real Estate, and Damage Prevention of **BUCKEYE PIPE LINE TRANSPORTATION LLC**, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument 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"



Parcel Number: 030013222000000 & 030012988001000

N/2 of the NE/4 of S32-T77N-R26W

and

S/2 of the SE/4 of S29 all in T77N-R26W

Madison County, Iowa

R/W No.: 336

BU No.: UR762OI

EXHIBIT A1

Contrary to any language within the Land Use Limitation Addendum dated 19 May 2018, for the term described therein, Grantor shall be allowed to hay the ground over the pipeline right-of-way. Including the right to use a self-propelled hay machine, 150 horse power or less tractors, and all necessary racks and round bailers within the area. Additionally, Grantee shall delineate and mark an area in the center of the pipeline right-of-way shown on Exhibit "A2" in which the Grantor shall be allowed to cross with heavy farming machinery.

EXHIBIT A2

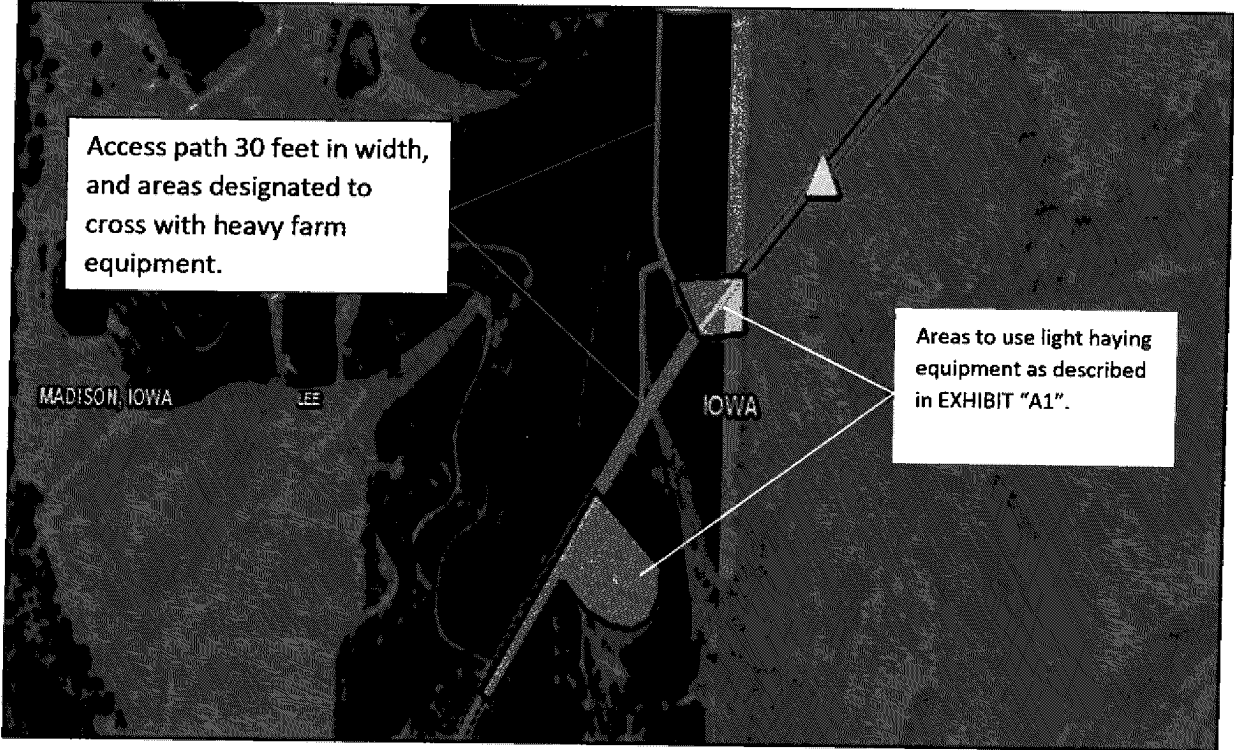


EXHIBIT "B"

The North Half (N1/2) of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., and the South Half (S1/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29) Township Seventy-seven (77) North Range Twenty-six (26) West of the 5th P.M., EXCEPT A parcel of land in th Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Twenty-nine, Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Northeast Corner of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Twenty-nine (29); thence S00 degrees 07 minutes 57 seconds West along the East line of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Twenty-nine (29), a distance of 661.45 feet; thence S83 degrees 51 minutes 25 seconds West, a distance of 662.66 feet; thence N00 degrees 05 minutes 23 seconds East, a distance of 658.56 feet to a point on the North line of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Twenty-nine (29); thence N83 degrees 36 minutes 49 seconds East along the north line of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Twenty-nine (29) a distance of 663.47 feet to the Point of Beginning, containing 9.984 acres, more or less, subject to easements and restrictions of record.