

**BK: 2019 PG: 1043**  
**Recorded: 4/12/2019 at 7:58:06.0 AM**  
**Pages 6**  
**County Recording Fee: \$32.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$35.00**  
**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  
(816) 836-6096

**Taxpayer Information:** Geraldine M. Lee  
815 W Court  
Winterset, Iowa 50273

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

**Grantor: GERALDINE M. LEE**

**Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC**

**Date of Document:** See Page 2

**Legal Description:** See Page 2

**Parcel ID: 520100566020000**

**Book & Page References of previously recorded documents:** Book 75 Page 443

**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 March 20, 2019 is executed by and between **GERALDINE M. LEE** ("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 are the present owners of a certain tract of land described in a Court Officer Deed, Probate # ESPRO 12746 dated 20<sup>th</sup> day of November, 2015, recorded in the Office of the County Recorder in Madison County, Iowa, Recorded in Book 2015, Page 3521, and being part of Tax Parcel Number 520100566020000 and further identified as the West Half (W1/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Five (5) all in Township Seventy-five (75) North, Range Twenty-seven (27) in Madison County, Iowa. ("THE PROPERTY").

B. THE PROPERTY is subject to a Right of Way Contract Option ("Agreement") dated February 6, 1941, recorded in the Office of County Recorder County of Madison, State of Iowa in Book 75, Page 443 on 11<sup>th</sup> day of August 1941, which granted an Easement and Right of Way to Grantee on, over, and through THE PROPERTY for the right to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of oil, gas, 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 are 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 and 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 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 *March 20, 2029*, or at such prior time that depth of cover of pipeline is twenty-five (25) inches or greater.
  - 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 thirty (30) days prior to the end of the then-current term or at such time that the depth of cover of the pipeline is twenty-five 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**  
**GERALDINE M. LEE**

By: Geraldine M. Lee

Geraldine M. Lee

**GRANTEE**

**BUCKEYE PIPE LINE TRANSPORTATION  
LLC**

Signed in the presence of:

Teriann E. Williams  
Witness: **TERIANN E. WILLIAMS**

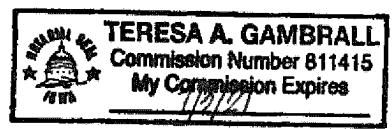
by: David G. Boone  
Name: David G. Boone  
Title: Sr. Manager, Right-of-Way, Real Estate and  
Damage Prevention

STATE OF IOWA :  
§  
COUNTY OF MADISON :

The forgoing instrument was acknowledged before me this 20<sup>th</sup> day of March, of 2019, by Geraldine M. Lee.

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

Teresa A. Gambrell  
Notary Public

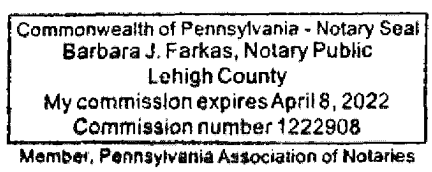


COMMONWEALTH OF PENNSYLVANIA :  
§  
COUNTY OF LEHIGH :

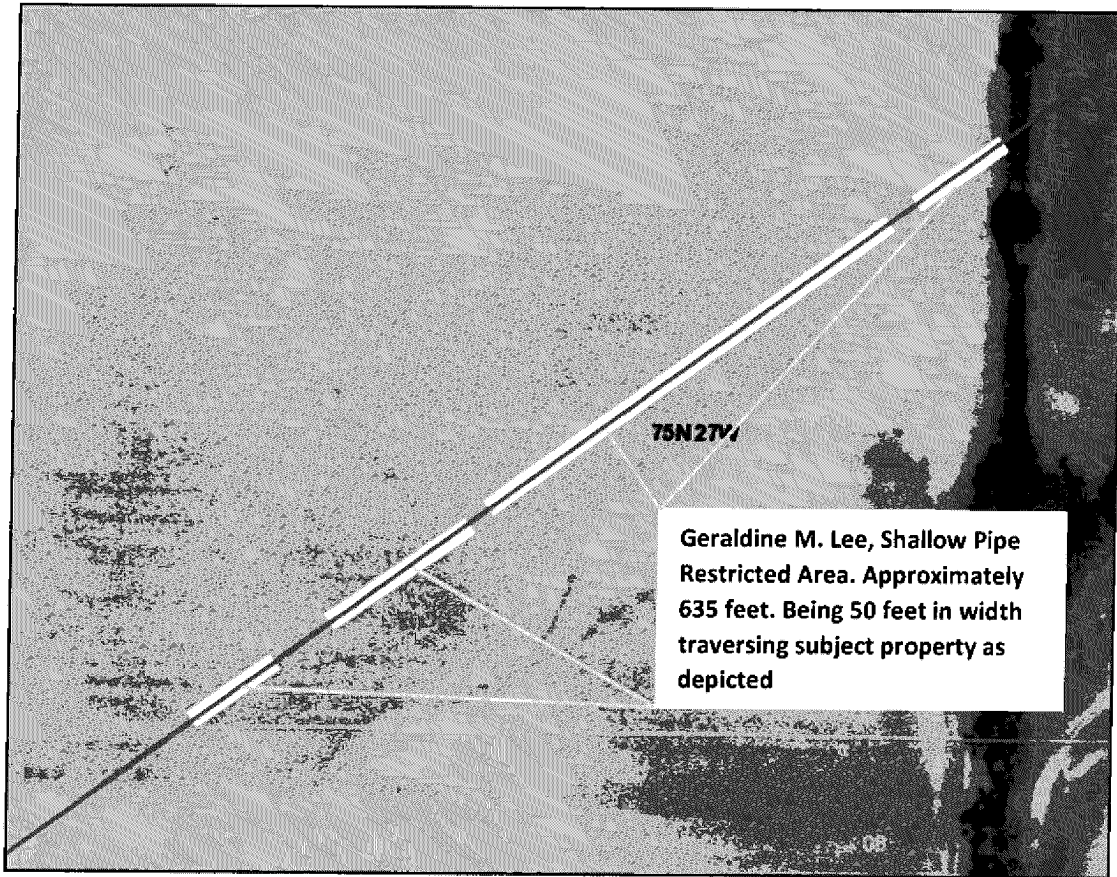
On the 10<sup>th</sup> day of April, 2019, the above-named David G. Boone, acting in his/her capacity as Manager, Right-of-Way, Real Estate, and Damage Prevention of **BUCKEYE PIPE LINE TRANSPORTATION LLC**, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing 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 No. 520100566020000**

**West Half (W/2) of the Southwest Quarter of the Southwest Quarter (SW/4-SW/4) of Section Five (5),  
Township Seventy-five (75), Range Twenty-seven (27) West of the 5<sup>th</sup> P.M. in Madison County, Iowa**

**RW# 304**

**Line # UR7620I**