

Real Estate Deed Record No. 70, MADISON County, Iowa

Form No. 102—Easement for Pipe Line, Continental Construction Corporation.

MATT FARROTT & SONS CO., WATERLOO, IOWA, B50395

EASEMENT FOR PIPE LINE

Chester A. Phillips & wife

To

CONTINENTAL CONSTRUCTION CORPORATION

Filed for Record on the 13 day of August

A. D. 1930, at 10:09 o'clock A.M.

#1906

Mildred E. Knott

Recorder

Fee \$.70

By Zelda Wildin

Deputy

For and in consideration of the sum of One Hundred and twenty four and no/100

Dollars (\$ 124.00

) to us in hand paid, receipt of which is hereby acknowledged

Chester A. Phillips and Comella H. Phillips, his wife

do hereby grant, convey and warrant to Continental Construction Corporation its successors and assigns, a Right-of-way to construct, re-construct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, or pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, ~~and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances,~~ over, and thru the following real estate in ~~Madison County,~~

Madison County

State of Iowa, to-wit:

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 8 T. 74 N. R. 26 W. and

S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 7 T. 74 N. R. 26 W.

and the said Comella H. Phillips her

hereby relinquishes all contingent rights, including all ~~her~~ right of dower, homestead or distributive share in and to the above described premises. And also from time to time additional such pipe lines, ~~telephone, telegraph and electrical lines~~ and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is not rented for the period beginning

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to

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on Basis, to Farmed by owner.

(Cash or Crop)

Executed this 8th day of July, 1930

Chester A. Phillips

I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Comella H. Phillips

Dated this day of , 19

STATE OF IOWA, Madison County, ss.

On this 9th day of July, A. D. 1930, before me, M. S. Creger

a Notary Public in and for the County of Madison



State of Iowa, personally appeared Chester A. Phillips & Comella H. Phillips, his wife

to me known to be the persons 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 have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

M. S. Creger

Notary Public in and for said County,

Madison County, State of Iowa