

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

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

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

EASEMENT FOR PIPE LINE

George J. Carey & wife
To
CONTINENTAL CONSTRUCTION CORPORATION

Filed for Record on the 22 day of October
A. D. 1930, at 11:20 o'clock A. M.
#2446 Mildred E. Knott, Recorder
Fee \$.70 By, Deputy

For and in consideration of the sum of Fifty Cents per rod
Thirty & No/100 Dollars (\$ 30.00) to us in hand paid, receipt of which is hereby acknowledged

George J. and Maud E. Carey husband & wife Lorimor Iowa
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 the County of
Madison County, State of Iowa, to-wit:

East fifty two & half (52½) acres of South West quarter (SW¼)
and South 1.60 acres of East fifty two & half (52½) rods of
South east (SE¼) quarter, Northwest (NW¼) quarter of Section
Twenty two (22) Twp. Seventy four (74) North, Range Twenty Eight
(28) West 5 P M.

It is understood said right of way shall be 50 feet in width for
construction of pipe line.

and the said Maud E. Carey 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. ~~Grantee agrees to repair and replace any drain tile now on said land, disturbed by construction of pipe line free of cost to Grantor.~~

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. ~~Pipe line to be buried 36 feet and where same intersects pipe line is to be laid beneath tile now on said land.~~

The grantors represent that the above described land is ~~rented for the period beginning~~ farmed by him
193, to 193

on (Cash or Crop) Basis, to
Executed this 7 day of Oct., 1930

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.

George J. Carey
Maud E. Carey

Dated this day of , 19

STATE OF IOWA, Madison County, ss.

On this 7 day of Oct., A. D. 1930, before me, James H. Silliman
a Notary Public in and for the County of Madison



State of Iowa, personally appeared George J. Carey and Maud E. Carey (Husband and 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.

James H. Silliman
Notary Public in and for said County,
Madison County, State of Iowa.

My Commission expires July 4 - 1933