

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

Ira Kingery & wife

To

CONTINENTAL CONSTRUCTION CORPORATION

Filed for Record on the 22 day of October

A. D. 1930, at 11:38'clock A. M.

#2452 Mildred E. Knott, Recorder

Fee \$ .70 By Zelda Wildin, Deputy

For and in consideration of the sum of Fifty Cents pr rod

Eighty & No/100 Dollars (\$ 80.00

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

Ira Kingery and Anna C. Kingery husband & wife of Professional Bldg. Kansas City, Missouri.

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:

The South one half (1/2) of the Southeast (1/4) of Section Twenty (20) Township Seventy four (74) N. Range Twenty eight (28) W. 5th p m. Pipe line is to be constructed through the above premises inside of 150 feet South of the North line of said S1/2 of above mentioned Section.

and the said Anna C. Kingery hereby relinquishes all contingent rights, including all ~~her~~ right of dower, homestead or distributive share in and to the above described premises, ~~in as far as pertains to the contract.~~ 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 34 feet and where same intersects tile 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~~ farm by him.

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on Basis, to

(Cash or Crop)

Executed this 7th day of Oct., 1930

Ira Kingery

Anna C. Kingery

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.

Dated this day of , 19

STATE OF IOWA, Madison County, ss.

On this 7 day of October, A. D. 1930, before me, James H. Silliman

a Notary Public in and for the County of Madison



State of Iowa, personally appeared Ira Kingery and Anna C. Kingery (Husband and Wife)

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 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,

My Commission expires July 4 - 1933.

Madison County, State of Iowa.