

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

Ray M. Herren

and wife

To

CONTINENTAL CONSTRUCTION CORPORATION

Filed for Record on the 2 day of Feb

A. D. 19 31, at 8:05 o'clock A. M.

#220 Mildred E. Knott, Recorder

Fee \$.70 By , Deputy

For and in consideration of the sum of One and No/100

Dollars (\$ 1.00) to us in hand paid, receipt of which is hereby acknowledged

Ray M. Herren and Elma Herren 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 to 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, State of Iowa, to-wit:

North Half of Section 26, Township 74 North, Range 29 West

and the said Elma Herren 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, telephones, telegraphs 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 rented for the period beginning

193, to 193

on Basis, to

(Cash or Crop)

Executed this 10th day of January, 19 31

Ray M. Herren
Elma Herren

Ray M. Herren

Elma Herren

South Dakota

STATE OF Lyman County, ss.

On this 10 day of January, A. D. 19 31, before me, C.V. Martin

a Notary Public in and for the County of Lyman

South Dakota

State of , personally appeared Ray M. Herren and Elma Herren his wife

to me known to be the person 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.

C. V. Martin

Notary Public in and for

Lyman County, State of South Dakota.

My Commission expires April 14th 1934.

