

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON. 33087

The Mutual Benefit Life Insurance Co.

#4583

Filed for record the 11 day of
August A.D.1941 at 3:15 o'clock
P.M.

To

Fee \$1.10 ✓

Pearl E. Shetterly, Recorder
Wilma M. Wade, Deputy

Standard Oil Company (Indiana)

A G R E E M E N T

THIS INDENTURE, Made this 21st day of May, A.D.1941 by and between the MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation of the City of Newark, County of Essex and State of New Jersey, party of the first part, and STANDARD OIL COMPANY, an Indiana corporation, party of the second part, W I T N E S S E T H :

That the party of the first part, for and in consideration of the sum of \$220.00 to it in hand paid, receipt whereof is hereby acknowledged, has bargained, sold, granted and conveyed, and by these presents does bargain, sell, grant and convey unto the party of the second part, its successors and assigns, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products over and through the following described real estate situated in the County of Madison and State of Iowa, to-wit:

A strip of land one rod in width, the center line of which begins at a point on the north line of the Southwest Quarter of the Northwest quarter of Section 22, Township 77 North, Range 26, West of the 5th P.M. approximately 252 feet East of the Northwest corner of said forty-acre tract, running thence Southwesterly to a point on the West line of said forty-acre tract approximately 457 feet South of the Northwest corner thereof; and also a strip of land one rod in width, the center line of which begins at a point on the North line of the Southeast Quarter of Section 21, Township 77 North, Range 26, West of the 5th P.M. approximately 335 feet West of the Northeast corner thereof, running thence Southwesterly to a point on the South line of said quarter section approximately 963 feet East of the Southwest corner of said quarter section,

as shown on the plat hereto attached, marked "Exhibit A", and made a part hereof.

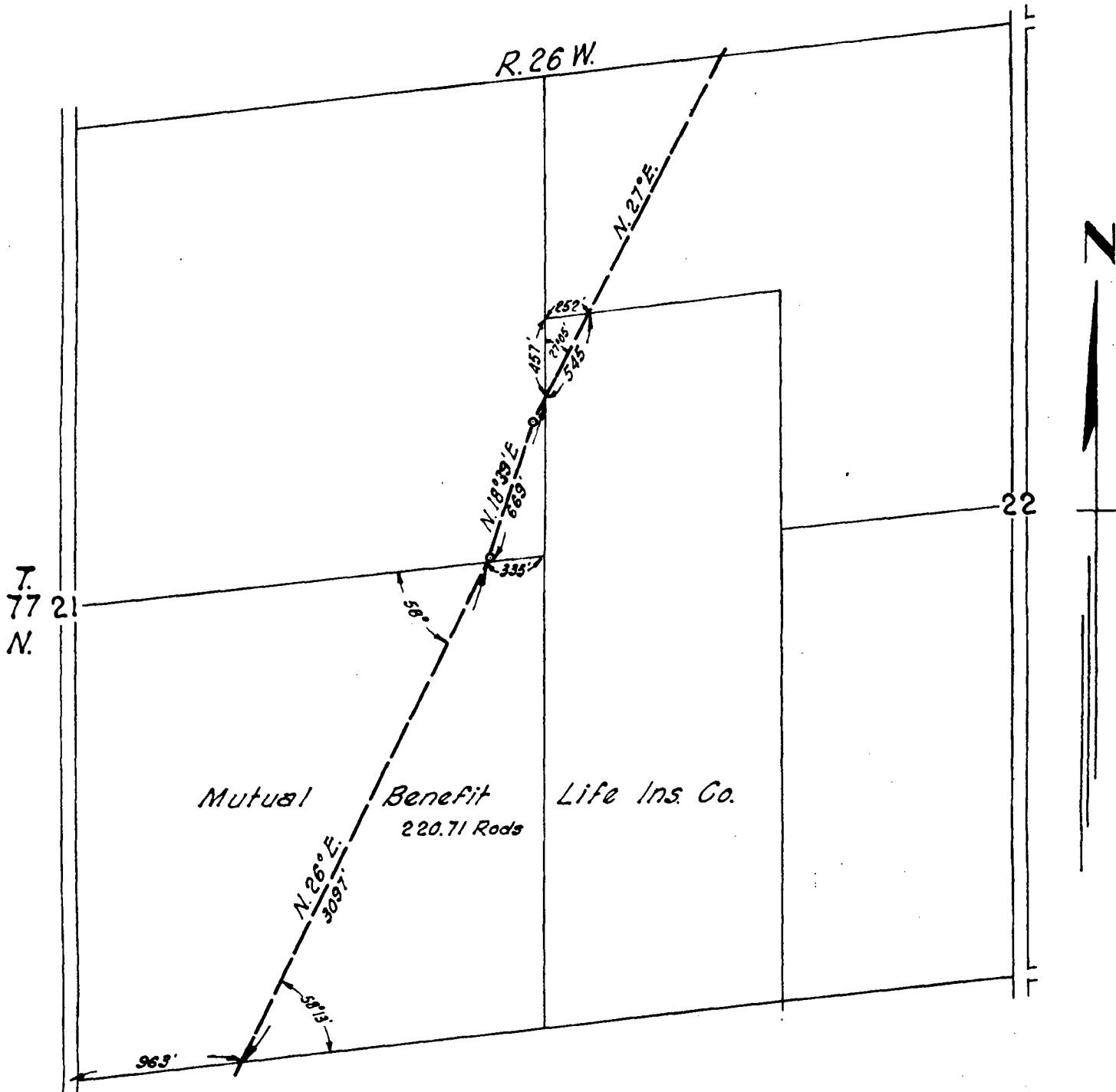
The party of the second part shall have the right of ingress and egress to and from such real estate at such points where the least damage will result to the crops and premises of party of the first part.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, so long as any such pipe line is used or remains on said real estate.

As a further and additional consideration, it is hereby expressly understood and agreed that the party of the second part, its successors and assigns, shall also pay to the party of the first part, its successors and assigns, reasonable damages to growing crops, fences and improvements occasioned by the laying, maintenance, inspection, operation, replacement, changing or removal of said pipe line, or in any way whatsoever occasioned by the construction and existence of said pipe line.

It is further agreed that said pipe line shall be buried at least twenty inches below the surface of the soil, and that the party of the second part, its successors or assigns, if and

Assigned 9/16/11 2011-2173



D.M. 6" PIPE LINE CROSSING		
MUTUAL BENEFIT LIFE INS. CO.,		
Sur. by: J.C.S.		Apr. 11, 1941
N.B. 786		Auth. 12
MADISON COUNTY,		IOWA
STANDARD OIL CO. (IND.)		
PIPE LINE DEPT.		
Date: 4-21-1941	Scale: 1" = 800'	
Drawn by: E.N.	Drawer No.	Tracing No.
Chkd. by:	12	4548

D.M.

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when such pipe line is removed, shall refill the ditch occasioned thereby and shall pay the party of the first part, its successors and assigns, reasonable damages to the land, growing crops, fences and improvements and any further damage of any nature whatsoever occasioned by such removal.

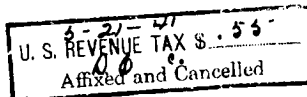
It is further agreed that the party of the second part, its successors or assigns, shall replace and relay free of cost to party of the first part, its successors and assigns, any and all drain tile on said premises which may be disturbed or injured by the construction, reconstruction, maintenance, operation or removal of said pipe line.

There is hereby granted by the party of the first part to the party of the second part a right of way easement only; and party of the first part reserves from the operation hereof all rights and interests in and to said real estate not herein and hereby expressly given and granted.

It is further agreed that if and when the party of the second part, its successors or assigns, shall permanently cease to use said pipe line and right of way for the purposes herein contemplated, the full possession and control of the premises affected hereby shall revert to the party of the first part, and all rights herein granted to party of the second part, its successors and assigns, shall thereupon terminate; provided, however, the party of the second part, its successors or assigns, shall have the right to remove said pipe line and appurtenances from said premises.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective Vice Presidents and their Corporate Seals to be hereunto affixed, attested by their respective Secretaries, all on the day and year first above written.

(Corporate Seal)



THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY
By Herman G Hornfeck Vice President

Attest: Harry H Allen Secretary

STANDARD OIL COMPANY
By Allan Jackson Vice President

Attest: (Corporate Seal)
T T Graham Secretary

APPROVED AS TO FORM
A.T.W.
ATTORNEY, STANDARD OIL CO.

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS.

On this 16th day of June, A.D.1941, before me, Selwyn L.

Birrell, a Notary Public in and for Essex County, New Jersey, personally appeared Herman G.

Hornfeck, to me personally known, who being by me duly sworn did say that he is a Vice President

of said The Mutual Benefit Life Insurance Company; that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Herman G. Hornfeck acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(Notarial Seal)

Selwyn L. Birrell
Notary Public in and for Essex County,
New Jersey.
Notary Public in New Jersey
My Commission Expires Sept. 9, 1942

STATE OF ILLINOIS COUNTY OF COOK) SS.

On this 21st day of May, A.D.1941, before me, Esther F. Ahlberg, a Notary Public in and for Cook County, Illinois, personally appeared Allan Jackson, to me personally known, who being by me duly sworn did say that he is a Vice President of the said Standard Oil Company; that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of Directors, and the said Allan Jackson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

NOTARIAL
SEAL

Esther F. Ahlberg
Notary Public in and for Cook County, Illinois.
My Commission Expires June 18, 1941

N.A.
C.M.
J.B.H.
W.B.H.
B.P.C.