

Deed Record, No. 78, Madison County, Iowa

Mayme Callahan Gdn

#5561

Filed for record the 24 day of October
A.D. 1941 at 10:37 o'clock A.M.

To

Fee \$1.00✓

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

Standard Oil Company

RIGHT OF WAY CONTRACT

2011-2173
Assigned 8/16/11

FOR AND IN CONSIDERATION OF THE SUM OF \$204.00, the receipt of which is hereby acknowledged, Mayme Callahan, guardian of Patrick Callahan, a minor hereafter called grantors, hereby grant unto STANDARD OIL COMPANY, an Indiana Corporation, its successors and assigns, hereinafter called grantee, 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, along a route to be selected by grantee, and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, to be located along said pipe line, or along fence or property line, together with the right to trim or cut trees as may be necessary in the erection and maintenance of said lines, if grantee desires to do so, to be used in connection with any such pipe line, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Madison County, State of Iowa, to-wit:

Northwest Quarter (NW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the
Northeast Quarter (NE $\frac{1}{4}$) of Section 33, Township 76N,
Range 27W

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of oil or gas on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of One Dollar per rod Dollars on or before the time grantee commences to construct such pipe line on, over and through said land,

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of

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ACRES-BLACKMAR CO., BURLINGTON, 23057

grantors on said land, on the basis of the status, condition, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantee and the third by two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the Union State Bank of Winterset, Iowa, and payment so made shall be deemed and considered as payment to each of said grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 22 day of October, 1941
Signed, sealed and delivered in the presence of: Mayme Callahan (Seal)
guardian of Patrick Callahan, a minor

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(ACKNOWLEDGMENT)
STATE OF Iowa Madison County,)ss.

Before me, Lois Martin in and for said County and State, on this 22 day of October, 1941, personally appeared Mayme Callahan, guardian of Patrick Callahan, a minor, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
(Notarial Seal) Lois Martin Notary Public
My commission expires: July 4, 1942
STATE OF ICWA Madison County)SS.

I, Rex V. Johnson, Clerk of the District Court in and for Madison County, Iowa, do hereby certify that the foregoing right of way executed by Mayme Callahan guardian having been by the said guardian returned into Court for approval, and it appearing to the Court that the said Mayme Callahan has complied with all requirements of the law and this Court, it was therefore ordered that the said right of way contract be and the same were on the 16th day of October, 1941, approved by said Court.

Witness my hand and the seal of said Court hereto affixed this 22 day of October, 1941.

(DISTRICT COURT SEAL) Rex V Johnson
Clerk of the District Court