

MATT PARROTT & SONS CO., WATERLOO, IOWA D41194

RIGHT-OF-WAY CONTRACT

~~OPTION~~

Entered for taxation this _____ day of _____, A.D. 19____

The Travelers Insurance Company

County Auditor: -

To

Filed for Record on the 11 day of August

STANDARD OIL COMPANY (IND.)

A. D. 1941, at 11:45 o'clock A. M.

#4528

Pearl E. Shetterly, Recorder.

Fee \$.90

By Wilma M. Wade

Deputy.

FOR AND IN CONSIDERATION OF THE SUM OF \$73.00 the receipt of which is hereby acknowledged,

~~to be paid in hand paid), receipt of which is hereby acknowledged, and the further consideration of _____ per rod, to be paid as~~

hereinafter provided, - The Travelers Insurance Company hereafter called grantors,

do hereby grant to 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 grantees 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:

SE/4 of..... The location of said line is shown by plat attached hereto.

Section 23, Township 75 N, Range 28 W

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.

~~If this option be exercised by the grantee, then the amount paid by grantee for this option shall be credited upon the amount to be paid by grantee for said right of way as above provided.~~

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, gasoline or other petroleum products 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 (\$1.00) per rod ~~on or before the time grantee commences to construct such pipe line on, over and through said land. Said payment may be made direct to grantors or any one of them~~ ~~or deposited to credit of the grantors or any one of them in the _____ Bank of _____~~

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 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 the two so selected, and the written award of ~~any two~~ any two of said three persons so selected shall be final and conclusive on the parties hereto. ~~Within twelve (12) months from the date hereof construction of said pipe line will be commenced, or a survey of said pipe line will be made, establishing the definite location~~

~~thereof over and across said lands, in either of which events grantee shall pay said sum of _____ per rod for the full length of said pipe line constructed or to be constructed, across said lands as aforesaid; otherwise the rights granted hereunder shall terminate.~~

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 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.~~

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.

The Travelers Insurance Company has caused this instrument to be executed in its corporate name

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 25th day of April, 1941

Signed, sealed and delivered in the presence of:

I. C. Rich

THE TRAVELERS INSURANCE COMPANY (Seal)

I. B. Francis

By H. H. Armstrong (Seal)

Attest: C. P. Osgood

(Corporate Seal)

Secretary

(ACKNOWLEDGMENT)

STATE OF

County, ss.

Before me,

in and for said County and State, on this _____

day of _____

19____, personally appeared: -

and

to me known to be the identical person who

executed the within and foregoing instrument and acknowledged to me that

executed the same as

free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public.

My Commission expires: _____

(ACKNOWLEDGMENT)

STATE OF Connecticut, County of Hartford, ss.

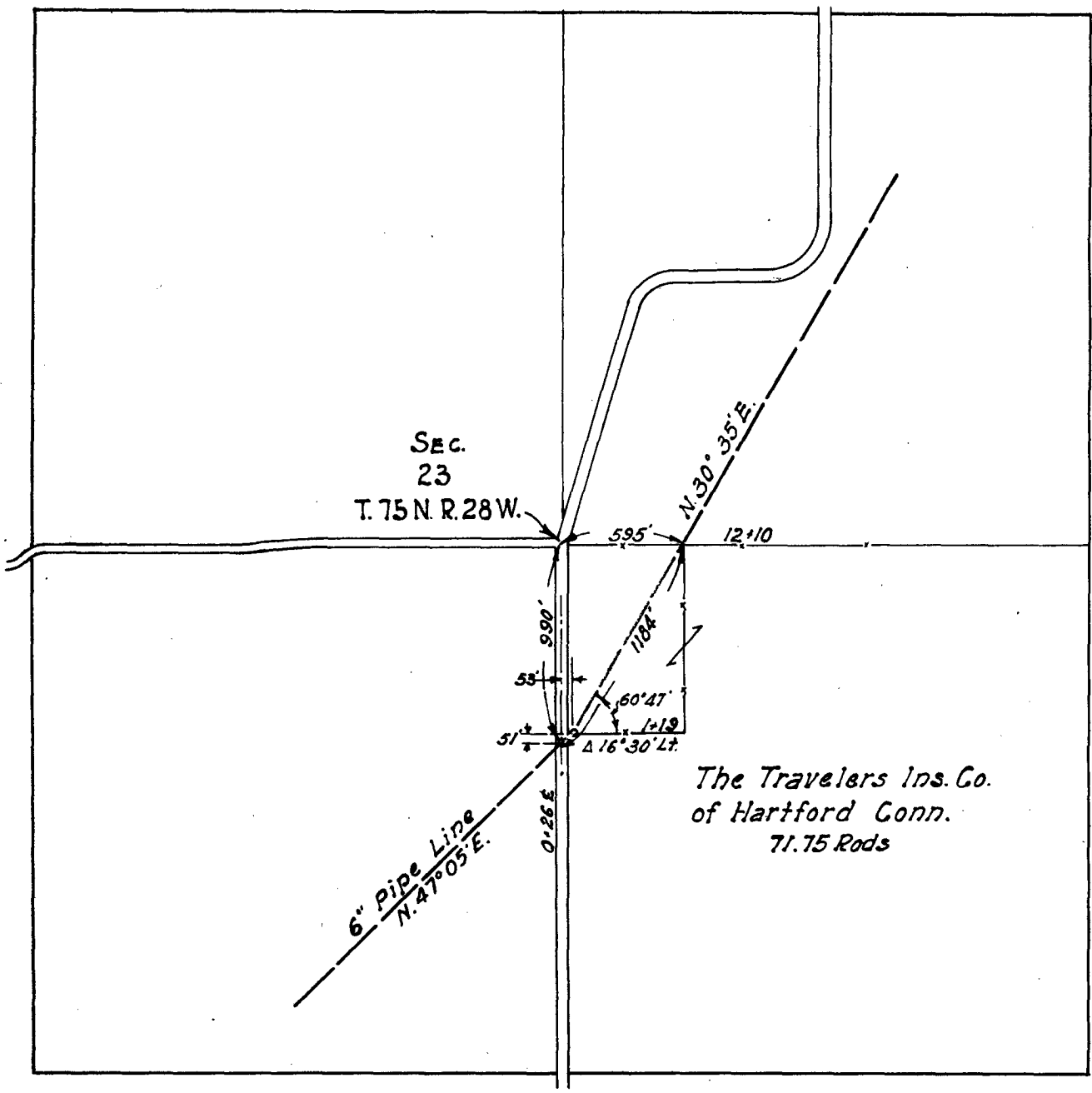
On this 25th day of April, 1941, before me, a Notary Public within and for said County, personally appeared H. H. Armstrong to me personally known, who, being by me duly sworn did say that he is the Vice-President of THE TRAVELERS INSURANCE COMPANY the corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and said H. H. Armstrong acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: January 31, 1944.

F. C. Smith Notary Public.

424 1/2

N



Scale: 1" = 800'

D.M. 6" PIPE LINE CROSSING		
THE TRAVELERS INS. CO. TRACT		
AUTH. 12		
Survey By: J.C. Stirling - April 10, 1941 NB 780		
MADISON COUNTY,		IOWA
STANDARD OIL COMPANY (IND)		
PIPE LINE DEPT.		
Date: April 14, 1941	Scale: As Noted	
Drawn by: W/H	Drawer No.	Tracing No.
Chk'd. by	12	4536

D.M.