

Deed

Record, No. 75, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA D41184

RIGHT-OF-WAY CONTRACT

- OPTION -

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

Aetna Life Insurance Company

#4562

County Auditor.

To

STANDARD OIL COMPANY (IND.)

Filed for Record on the 11 day of August

A. D. 1941, at 3:12 o'clock P. M.

Pearl E. Shetterly, Recorder.

Fee \$ 90 By Wilma M. Wade, Deputy.

FOR AND IN CONSIDERATION OF THE SUM OF \$137.00, the _____ (Dollars)

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

hereinafter provided, Aetna Life Insurance Company, of Hartford, Connecticut,

hereafter called grantors,

unto

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 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, thought and under it only,

_____ County, State of Iowa _____, to-wit:

(location of said line shown by plat attached hereto)

East 1/2 Section 28, Township 77 N, Range 26 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.

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 (\$1.00) per rod on or before the time grantee commences to construct such pipe line on, over and through said land.

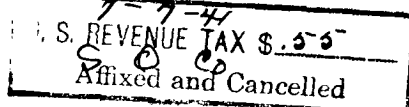
Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantors on said land,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

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 ... Bank of, 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 7th day of July, 1941
Signed, sealed and delivered in the presence of:

FEB

AETNA LIFE INSURANCE COMPANY (Seal)

(Corporate Seal)

By Murray Waters (Seal)
VICE PRESIDENT

(ACKNOWLEDGMENT)

STATE OF CONNECTICUT COUNTY OF HARTFORD) SS

On this 9th day of July, A.D., 1941, before me, H.B. Cotton a Notary Public in and for Hartford County, State of Connecticut, appeared Murray Waters to me personally known, who being by me duly sworn, did say that he is the Vice President of the Aetna Life Insurance Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Murray Waters acknowledged said instrument to be the voluntary act and deed of said corporation. Given under my hand and Notarial Seal, this 9th day of July, A.D. 1941.
My Commission expires: January 31, 1944 H B Cotton

(ACKNOWLEDGMENT)

NOTARY PUBLIC in and for Hartford
County, Connecticut.

STATE OF _____ County, ss.

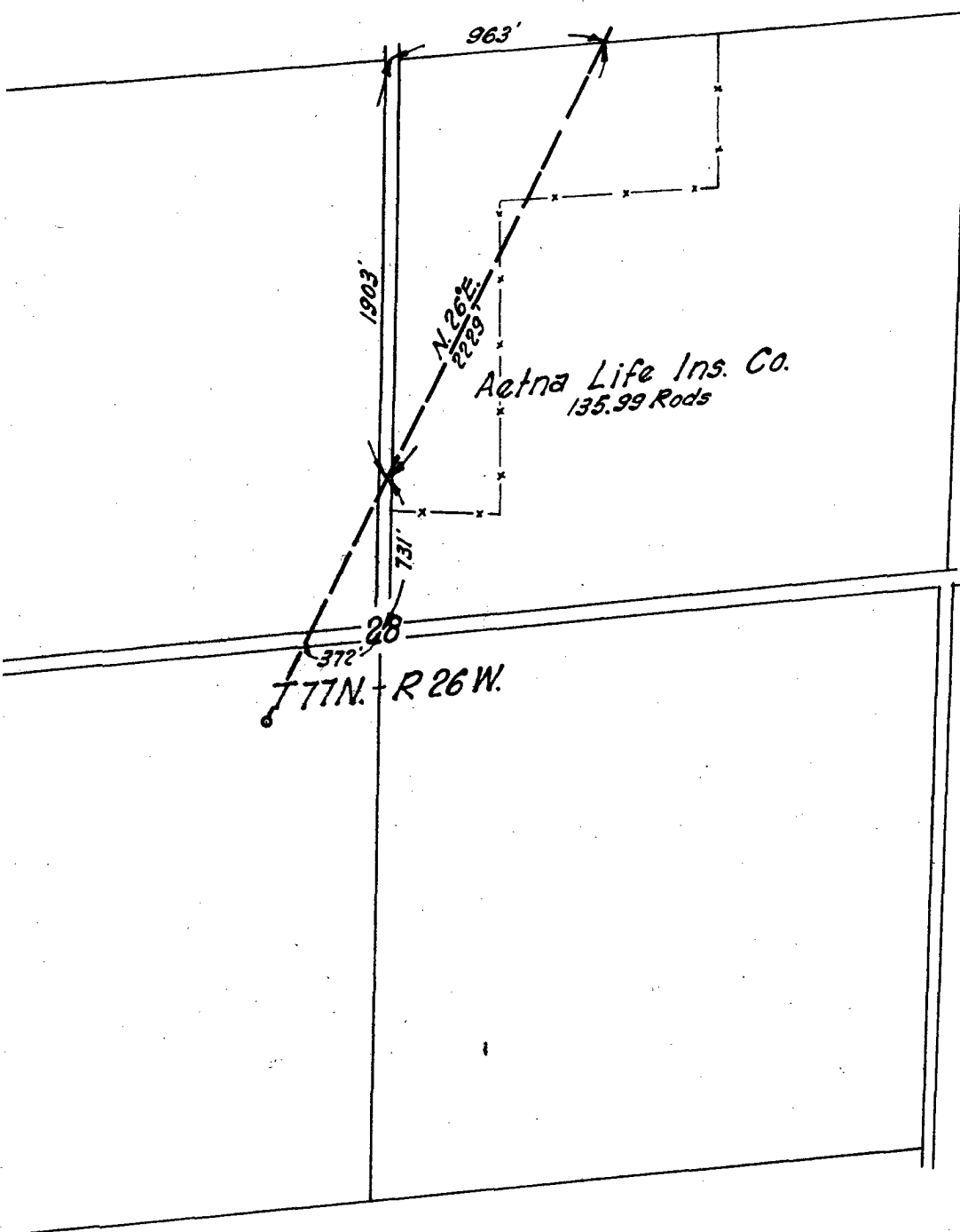
Before me, _____ in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

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: _____

473 1/2



D. M. 6" PIPE LINE CROSSING

AETNA LIFE INS. CO. TRACT

Sur. by: J.C.S.
N. B. 780Apr. 11, 1941
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

4549