

Deed

Record, No. 75, Madison County, Iowa

HATT PARROTT & SONS CO., WATERLOO, IOWA D41194

RIGHT-OF-WAY CONTRACT

- OPTION -

- Entered for taxation this - day of - A. D. 19 -

Occidental Life Insurance Company

#4573

- County Auditor -

To

Filed for Record on the 11 day of August

STANDARD OIL COMPANY (IND.)

A. D. 1941, at 2:54 o'clock P. M.

Pearl E. Shetterly, Recorder.

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

FOR AND IN CONSIDERATION OF THE SUM OF \$130.38, 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, Occidental Life Insurance Company hereafter called grantors,

do 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 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:

A strip of land not to exceed 33 feet in width, the boundaries of which shall be parallel to and not over 16½ feet perpendicularly distant from the following described center line: Commencing at a point 638 feet north of SW corner of SE¼ of SW¼ of Sec. 32-77N-26W, Madison County, Iowa, thence in Northeasterly direction to a point 500 feet south of NE corner of SW¼ of said Sec. 32-77N-26W, location of said line shown by plat attached hereto and made a part hereof

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, 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. Said payment may be made direct to grantors or any one of them 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

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 ~~the taking~~ ^{the taking}. 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 location

thereof over and across said lands, in either of which events grantee shall pay said sum of \$1.00 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 shall be made direct to said grantors, 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.

Any tile broken or damaged in construction of said pipe line on the above described premises shall be repaired and replaced to the entire satisfaction of Grantor.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 19 day of May, 1941. Signed, sealed and delivered in the presence of:

Catherine Mon

By: DWIGHT L. CLARKE (Seal)
Executive Vice-President

Blanche E. Gailward

By: HOWARD J. BRACE (Seal)
Secretary

(ACKNOWLEDGMENT)

STATE OF California : County of Los Angeles: ss:

On this 26th day of May, A.D. 1941, before me, the undersigned, a Notary Public in and for Los Angeles County, California, personally appeared Dwight L. Clarke and Howard J. Brace to me personally known, who being by me duly sworn did say, that they are respectively the Executive Vice President and Secretary of Occidental Life Insurance Company and that the seal affixed to said instrument is the seal of said Occidental Life Insurance Company and that said instrument was signed and sealed on behalf of said Occidental Life Insurance Company by authority of its Board of Directors, and the said Dwight L. Clarke and Howard J. Brace acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Minnie Mae Kerns

- (ACKNOWLEDGMENT) Notary Public in and for Los Angeles County, California. My commission expires

STATE OF California, in and for said County and State, on this Mar 18 - 1942 day of

Before me,

- 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 -

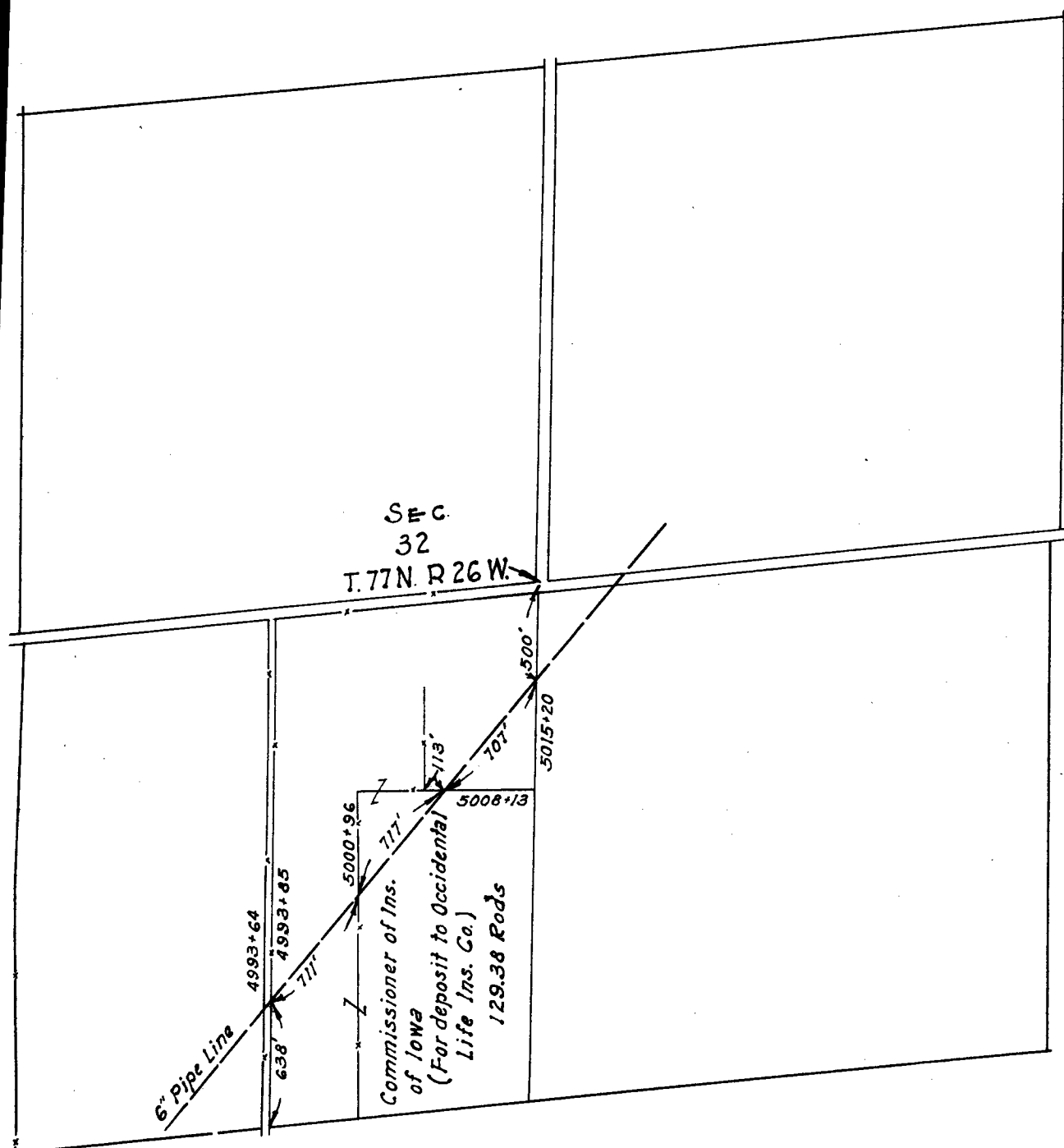


Assigned
9/16/41 2011-2173

NOTE
1941
MK

NOTE
1941
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NOTE
1941
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DM 6" PIPE LINE CROSSING
COMMISSIONER OF INS.
OF IOWA TRACT

AUTH. 12
Survey by: J.C. Stirling - April 29, 1941 NB. 782
MADISON COUNTY IOWA

STANDARD OIL COMPANY (IND)
PIPE LINE DEPT.

Date: May 7, 1941 Scale: 1" = 800'

Drawn by: W/4 Drawer No. Tracing No.
Chk'd. by 12 4567