

Deed

Record, No. 75, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA D41194

RIGHT-OF-WAY CONTRACT

OPTION

Union Central Life Ins. Company

To

STANDARD OIL COMPANY (IND.)

Entered for taxation this day of A. D. 1941

#4811

County Auditor

Filed for Record on the 27 day of August

A. D. 1941, at 10:15 o'clock A. M.

Pearl E. Shetterly, Recorder.

Fee \$ 90 By Deputy.

FOR AND IN CONSIDERATION OF THE SUM OF \$ 133.00, the

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

hereinafter provided, The Union Central Life Insurance Company 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, 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 Dollars

simple, situated in Madison County, State of Iowa, to-wit:

E/2 of NE/4 of Sec. 8, and SE/4 of SE/4 of Sec. 5 - location of said line is shown by plat attached hereto.

Sections 5 & 8, Township 74N, Range 28W

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.

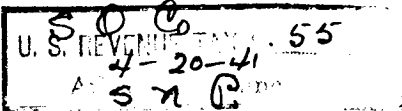
And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe 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 Dollars 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 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 shall be made direct to said grantors at Cincinnati, Ohio, or to their local representative, and payment so made shall be deemed and considered as payment to said grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the personal representatives, successors and assigns of the parties hereto.



IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 28th day of April, 1941

Signed, sealed and delivered in the presence of:

D.E. Moore

THE UNION CENTRAL LIFE INSURANCE COMPANY

J. C. Hatfield

J. C. Hatfield Vice-President (Seal)

S. Hartman

R. H. Thayer

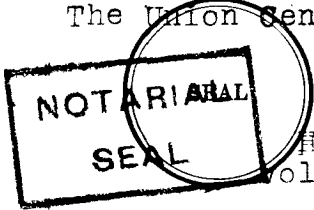
R. H. Thayer Ass't. Treasurer (Seal)

(Corporate Seal)

(ACKNOWLEDGMENT)

STATE OF Ohio Hamilton County, ss.

Before me, a Notary Public in and for said County and State, on this 28th day of April, 1941, personally appeared J. C. Hatfield and R. H. Thayer to me personally known, who being by me duly sworn did say, that they are respectively the Vice-President and Ass't. Treasurer of The Union Central Life Insurance Company and that the seal affixed to said instrument is the seal of said The Union Central Life Insurance Company and that said instrument was signed and sealed on behalf of said The Union Central Life Insurance Company by authority of its Board of Directors, and the said J. C. Hatfield and R. H. Thayer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Robert Alfred Kisker

(ACKNOWLEDGMENT) - Notary Public in and for Hamilton

STATE OF Ohio Hamilton County, ss.

Before me,

in and for said County and State, on this day of

1941 personally appeared My Commission expires February 5, 1944

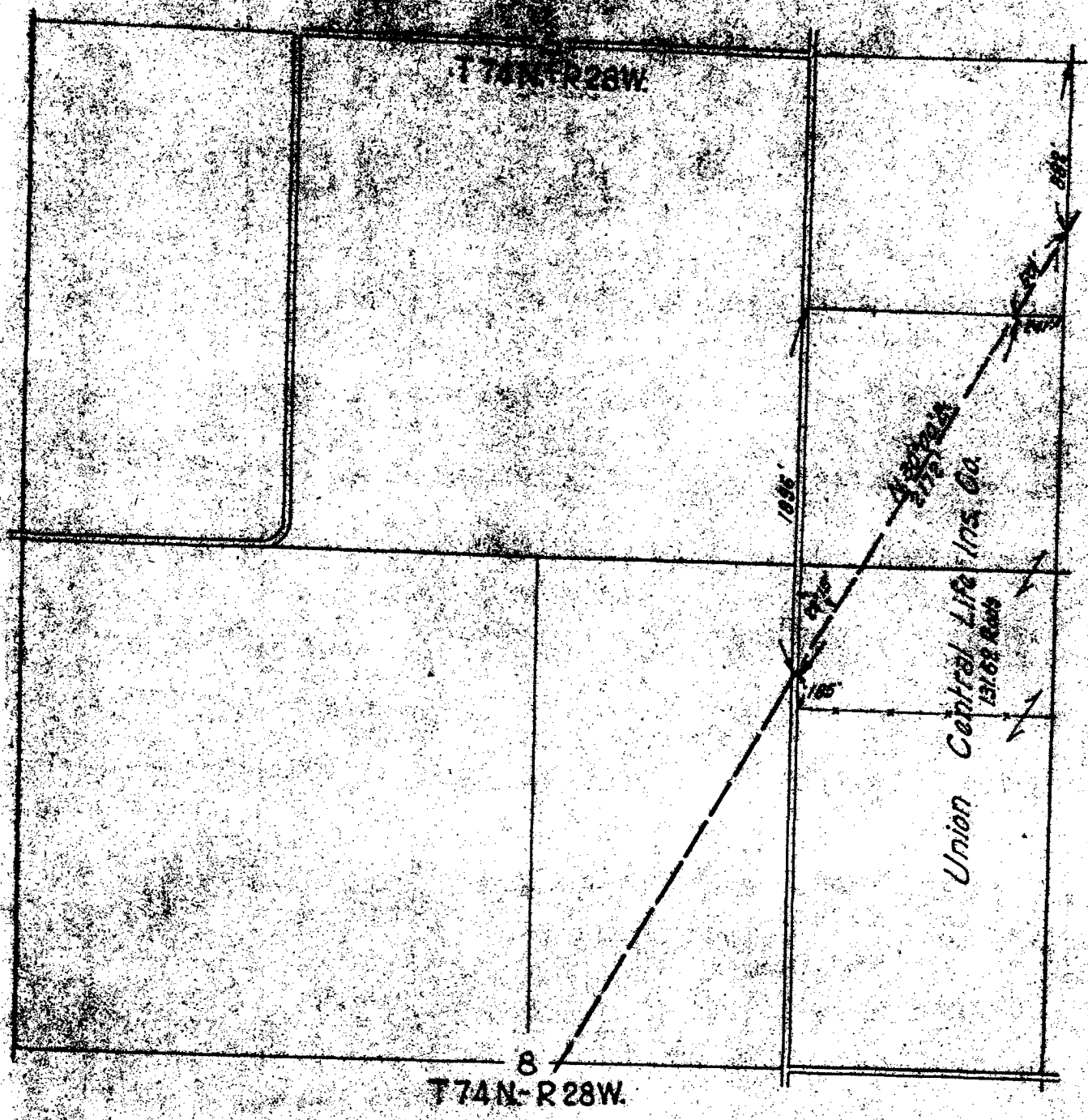
and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public

- My Commission expires -

487 1/2



D. M. 6" PIPE LINE CROSSING		
UNION CENT. LIFE INS. CO. TR.		
Sur. by: Stirling	Apr. 8, 1941	
N.B. 780	Auth. 12	
MADISON COUNTY,		IOWA
STANDARD OIL CO. (IND)		
PIPE LINE DEPT.		
Date: 4-14-1941	Scale: 1"=800'	
Drawn by: E.N.	Drawer No.	Tracing No.
Chkd. by:	12	4539

D. M.