Ira Greenwood & wife
to
Continental Construction Corp.

#2462
Fee $1.00

Filed for record the 22 day of October A. D. 1930 at 12:02 o'clock P. M.
Mildred E. Knott, Recorder.

RIGHT-OF-WAY CONTRACT

For and in consideration of the sum of Fifty cents ($.50) per rod One Hundred Sixty five & no/100 Dollars ($165.00) to us in hand paid, receipt of which is hereby acknowledged Ira Greenwood and Amanda Greenwood, husband and wife, Winterset, Iowa, do hereby grant, convey and warrant to The Continental Construction Corporation Professional Building, Kansas City, Mo. its successors and assigns, a Right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove one pipe line, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and thru the following real estate in Madison County, State of Iowa, to-wit:

through the East one-half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter and the South one-half of the Southwest Quarter of Section 21, Township 74 North, Range 28, West of the 5th P. M., Iowa, and more particularly described as follows: beginning on the East line of the Northeast Quarter of the Southeast Quarter and thence following a Southwesterly course through said 40 acre tract to windmill located near the center of the Southeast Quarter, thence from windmill along the South side of the public road through said Southeast Quarter and crossing road near the turn at the East side of the South one-half of the Southwest Quarter and thence following a westerly course through the South one-half of the Southwest Quarter and not more than 150 feet South of the North line of said South one-half of the Southwest Quarter, all in Section 21, Township 74 North, Range 28, West of the 5th P. M., Iowa, to the Ira Kingery property lying in the Southeast Quarter of the Southeast Quarter of Section 20, Township 74 North, Range 28.

It is further understood that grantee will not install any drips, valves, meters or other equipment above the surface on said pipe line., and that where line crosses fences,

care must be taken to loosen wire at the corner and roll back across pipe line and after construction is finished to be replaced without cost to grantor. However, should it be necessary and gapes are made on the line, grantee is to pay $10 for each wire fence cut and $20 for the new fence on the West side of said premises at the Ira Kingery line.

Grantee agrees to repair and replace any drain tile now on said land disturbed by the construction of pipe line free of cost to grantor. Pipe line to be buried 3½ feet and where same intersects tile, pipe line to be laid beneath tile now on said land. Pipe line must be completed across the above described property on or before Jany. 1-1932. or this lease revert back to the Grantor.

and the said Amanda Greenwood hereby relinquishes,all contingent rights, including all her right of dower, homestead or distributive share in and to the above described premises in so far as pertains to this contract together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall also pay reasonable damages to growing crops, fences or improvements occasioned in repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning 3/1 1930, to 3/1 1931 on Crop & Cash Basis, to Merle Greenwood.

Executed this 6th day of Oct., 1930.

I, the undersigned, hereby adopt and joint in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Ira Greenwood

Amanda Greenwood

Dated this 6th day of Oct., 193....

Merle Greenwood

STATE OF IOWA)
) ss.
Madison County)

On this 6th day of October, A. D. 1930, before me Dorothy Gillespie a Notary Public in and for the County of Madison, State of Iowa, personally appeared Ira Greenwood and wife Amanda Greenwood to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Dorothy Gillespie

Notary Public in and for Madison County, State of Iowa

My Commission expires July 4th 1933.

NOTARIAL SEAL