C. N. Fessler & wife TO Continental Const Corp., | #150 Fee $1.10 ✓ | Filed for record the 22 day of Jan A.D. 1931 at 4:30 o'clock P. M. Mildred E. Knott Recorder

EASEMENT

For and in consideration of the sum of one hundred dollars ($100.00) to us in hand paid, receipt of which is hereby acknowledged, C. N. Fessler and Josie E. Fessler, Husband and wife, do hereby grant, convey and warrant to CONTINENTAL CONSTRUCTION CORPORATION, it's successors and assigns, a Right-of -way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line and one additional 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 over and thru the following real estate in Madison County, State of Iowa, to wit:

The West Fr. one-half of the Southwest Quarter of Section 19, Township 74, Range 28, West of the 5th P. M.

The said pipe line to be laid in approximately east and west direction across said farm and not less than twenty rods north of the south line thereof, and if an additional pipe line is laid, it shall be laid parallel to the first pipe line above mentioned, and not more than twenty-five feet distant therefrom, both of such pipe lines to be laid to such depth thatthe top of such pipe line or additional pipe line shall be at least three and one-half feet below the surface of the ground, and in constructing, reconstructing operating, altering or repairing said pipe line or pipe lines, the Grantee or it's successors in interest shall confine their construction operations to a strip of ground twenty-five feet in width on each side of the center of said pipe line on which the operations are being performed, and in gaining access to said strip of land for construction or other purposes from the public highway adjoining said premises, the grantee or it's successors in interest shall follow such traveled course as shall be pointed out and selected by the grantors or their successors in interest, and at no time shall the Grantee have the right to place any erections or improvements on the said right of way other than the said pipe line and the said additional pipe line and any valves or other fixtures attached to said pipe lines shall be below the surface of the ground so as not to interfer with the cultivation and use of the surface. and the said C. N. Fessler and Josie E. Fessler hereby relinquish all contingent rights, including all right of dower, homestead or distributive share in and to the above described premises. 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.

The Grantors hereby acknowledge that they have received from the grantee the consideration for the damages occasioned by the construction of the original pipe line providing

the same is constructed according to the terms and conditions of this contract.

The Grantee hereby expressly agrees that the damages paid to the Grantors herein covers the construction of the original pipe line in accordance with the terms of this contract only, and agrees that it, or it's successors in interest, shall pay to the Grantors herein or their successors in interest, all damages which may be occasioned to Grantors or their successors in interest on account of all reconstruction, renewal, operation, maintainance, inspection, alteration, repair or removal of said pipe line or said additional line and all damages which may accrue to the Grantors or their successors in interest on account of the construction of said additional pipe line, and it is expressly agreed that the damages to be paid to the Grantors herein or their successors in interest for the construction of said additional pipe line shall not be less than $160.00, and that if it is necessary for the Grantors herein or their successors in interest to bring action for the collection of any such damages, that the Grantee herein will pay all costs and expenses of such suit, including attorney's fees. The amount of such fees to be paid will be according to the provisions of Sec. 11644 of the 1924 Code of Iowa, if the same is in effect at the time such fees are made payable.

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 March 1st, 1930 to March 1st, 1931 on cash rent basis to S. B. Hosier.

EXECUTED this 1st day of October, 1930

C. N. Fessler

Josie Fessler

State of Iowa
SS
Montgomery County

On this 1st day of October A. D. 1930, before me, a Notary Public in and for the County of Montgomery, State of Iowa, personally appeared C. N. Fessler to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

(NOTARIAL SEAL)

H. A. Glackemeyer

NOTARY PUBLIC IN AND FOR UNION COUNTY IOWA.

My comission expires July 4, 1933.

STATE OF IOWA)
) ss
Montgomery COUNTY)

On this 1st day of October, A. D. 1930, before me, a Notary Public in and for said County and State, personally appeared Josie E. Fessler to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Josie E. Fessler

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial seal the day and year last above written.

H. A. Glackemeyer

(NOTARIAL SEAL)

NOTARY PUBLIC IN AND FOR UNION COUNTY IOWA.

My commission expires July 4, 1933

Creston Ia Dec 3, 1930

We hereby ratify the above and foregoing conveyance of easement in the realestate described therein as fully as though we were named therein and had signed the original conveyance

Geo A Johnston
Sadie F. Johnston

COMPARED