

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

J. F. Gifford et al	#346	Filed for record the 23 day of January
To		A. D. 1947 at 11:14 o'clock A. M.
Natural Gas Pipeline	Fee \$.90	Wilma M. Wade, Recorder
Co of America		I-266A.

RIGHT-OF-WAY OPTION

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to us in hand paid, receipt of which is hereby acknowledged, and the further sum of Fifty-Cents per rod (to be paid if, and within thirty days after, the grantee gives notice of its election to accept and exercise the rights herein granted) we do hereby grant, convey and warrant to Natural Gas Pipeline Co of America its successors and assigns, a Right-of-way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, or pipe lines, for the transportation of gas (or any of its products), and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over, and through the following real estate in Madison County, State of Iowa, to-wit:

That part of the SW 1/4 of SW 1/4 lying South and West of public road in Section 11, T 74 N, R 27 W.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

Grantee shall have right to survey its lines before this option is exercised and shall pay damages to crops occasioned thereby.

Unless grantee within ninety days from this date gives notice of such election, this grant shall be void. Grantee may give such notice by registered letter addressed and mailed to the grantor first named at Cumming, Iowa. Payment hereunder may be made or tendered to any one of the grantors in person, or deposited to the grantors' credit in the Union State Bank at Peru, Iowa. Grantors agree to pay to their tenant (if any) his pro rata share of all damages to which he may be entitled.

If there should hereafter be a change of ownership in the land, the grantee may give notice or make payment to the successors in title, if known to the grantee to be such; if not so known, notice and payment may be given or made as though there were no change of ownership.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said premises than 300 feet and shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

GRANTEE shall have the right to build an additional pipe line hereunder. Grantee shall have the right of ingress and egress at convenient points for all purposes herein contemplated; together with all rights necessary for the convenient enjoyment of the

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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 pay the same consideration per rod as above expressed for each additional pipe line and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all ines, drips and valves. GRANTEE shall bury pipe lines 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 194-, to 194- on- Basis, to-

(Cash or Crop)
Executed this 19th day of September, 1946.

J. F. Gifford (Seal)
Lelia M. Gifford (Seal)

STATE OF IOWA, COUNTY OF Madison)SS.

On this 19 day of September, A. D. 1946, before me E. E. Hull a Notary Public in and for the County of Madison State of Iowa. personally appeared J. F. Gifford and Lela M. Gifford 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.

My **SEAL** ssion expires: July 4th, 1948

E. E. Hull Notary Public
In and for Madison County, State of Iowa,