

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23087

Fields W. & Mary E. Cochran

#1607

Filed for record the 17 day of April
A.D. 1943 at 10:35 o'clock A.M.To
Natural Gas Pipeline
Company of America

Fee \$.90 ✓

Pearl E. Shetterly, Recorder
Wilma M. Wade, DeputyRight-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

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exercise the rights herein granted) we do hereby grant, convey and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, a Right-of-way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline, or pipelines, 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:

The South one-half of the Southwest One-Quarter of Section 24, Township
74 N. Range 29 West.

hereby releasing and waiving all contingent rights, including all right of dower, homestead or distributive share in and to the above described premises. Said pipelines are to be laid South of the pond on above described premises.

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

Unless grantee within three months 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 Macksburg, Iowa. Payment hereunder may be made or tendered to any one of the grantors in person, or deposited to the grantors' credit in the Bank at ...

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 pipeline hereunder. Grantee shall have the right of ingress and egress at either end of said strip for all purposes herein contemplated; 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 is to keep gates closed when not in use.

GRANTEE shall pay the same consideration per rod as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, 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, or the determination of a majority of them, as to 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 March 1 1943, to March 1, 1944 on 50-50 Basis, to Don Letz.

(Cash or Crop)

Executed this 8th day of March, 1943.

In consideration of \$1.00 and other considerations, I, the undersigned, hereby adopt and join 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. Dated this 9 day of March 1943

Fields W. Cochran (SEAL)
Mary E. Cochran (SEAL)

Don Letz (SEAL) Tenant

STATE OF IOWA COUNTY OF MADISON)SS:

On this 8 day of March A.D., 1939, before me May Pinckney, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Fields W. Cochran, and Mary E. Cochran

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ACRES-BLACKMAR CO., BURLINGTON, 23057

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 Commission Expires: July 5 1945

May Pinckney Notary Public
in and for Madison County, State of Iowa.