

Deed Record, No. 78, Madison County, Iowa

Mrs. Etta E. Loehr

#1608

Filed for record the 17 day of April
A.D. 1943 at 10:38 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 exercise the rights herein granted) do hereby grant, convey and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, a Right of Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, or pipe lines, 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 through the following real estate in Madison County, State of Iowa, to-wit:

The Northeast Quarter of the Southeast Quarter of Section 20, also the Northwest Quarter of the Southwest Quarter of Section 21, all in Township 74 N. Range 28 W.

hereby relinquishing all contingent rights, including all right of dower, homestead or distributive share in and to the above described premises.

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 Winterset, 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.

And also from time to time additional such pipelines, and appurtenances, 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 have right to survey its line before this option is exercised and shall pay damages to crops occasioned thereby.

GRANTEE shall pay the same consideration 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 the 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 March 1, 1943, to March 1, 1944, on crop basis to Glen and Floyd Akin.
(cash or crop)

Executed this 13th day of March, 1943.
Witness: R. B. Sunderman

Mrs Etta E Loehr

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We, the undersigned, for \$1.00 and other valuable considerations hereby adopt and join in the execution of the above and foregoing grant, and consent to the enjoyment by the grantee therein of rights granted by said grant. Dated this 26 day of March, 1943.

Glen Akin Floyd Akin

STATE OF IOWA COUNTY OF MADISON)SS:

On this 13 day of March A.D., 1943, before Harry F. Anderson, a Notary Public in and for the County of Madison State of Iowa, personally appeared Mrs. Etta E. Loehr to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her 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 4, 1945

Harry F. Anderson Notary Public in and for
Madison County State of Iowa