Ora A. Graham
To
Natural Gas Pipeline
Co of America

537
Fee $ .80

Filed for record the 1 day of February A.D. 1947 at 10:57 o'clock A.M.

Wilma M. Wade, Recorder

I-926

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) I Ora A Graham 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, 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: SW 1/4 of SW 1/4 of Section 23, T 74 N,R 29 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 1643. East Welleslay Ave Spokane Washington. Payment hereunder may be made or tendered to grantor in person, or deposited to the grantors' credit in the Union State Bank (Macksburg office) Bank at Macksburg 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 of ingress and egress at convenient points 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 shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, 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 now rented for the period beginning March 1947, to March 1948 on Crop Basis, to Beryl L. Shawler Lorimor Iowa
(Cash or Crop)

Executed this-day of October, 1946. Ora A. Graham (Seal)

STATE OF Washington,COUNTY OF Spokane)ss.

On this 2nd day of Jan, A.D., 1947, before Cornelius E Collier, a Notary Public in and for the County of Spokane State of Washington personally appeared Ora A Graham and - to me known to be the person named in and who executed the foregoing instrument, and acknowleaged that she executed the same as her voluntary act and deed.

NOTARIAL SEAL

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

Cornelius E Collier
Notary Public in and for Spokane County, State of Washington

My Commission expires: May 30-1950