

A. W. & Julia Price
to
Standard Oil Company
Filed 25th August 1941
at 11 A. M.
Genevieve E. Sharkey
County Recorder

Recording fee \$.90 by File No. 16979

RIGHT OF WAY CONTRACT.

OPTION.

FOR AND IN CONSIDERATION OF Five and no/100---(Dollars to us in hand paid), receipt of which is hereby acknowledged, and the further consideration of \$1.00 per rod, to me paid as herein-after provided A. W. Price and Julia Price, husband and wife do hereby grant to STANDARD OIL COMPANY, an Indiana Corporation, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, along a route to be selected by grantee, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Pottawattamie County, State of Iowa, to-wit:

Middle part of Lot 3 in NW 1/4 SW 1/4 Section 8 and middle part of Lot 2 in NW 1/4 SW 1/4 Section 9, all in Township 74 Range 43 together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

If this option be exercised by the grantee, then the amount paid by grantee for this option shall be credited upon the amount to be paid by grantee for said right of way as above provided.

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of oil, gas, gasoline or other petroleum products on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of One Dollar (\$1.00) per rod on or before the time grantee commences to construct such pipe line on, over and through said land. Said payment may be made direct to grantors or any one of them or deposited to credit of the grantors or any one of them in the City Nat'l Bank of Co. Bluffs, Iowa. Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantors on said land, on the basis of the status, condition, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantee and the third by the two so selected, and the written award of any two of said three persons so selected shall be final and conclusive on the parties hereto.

Within twelve (12) months from the date hereof construction of said pipe line will be commenced, or a survey of said pipe line will be made, establishing the definite location thereof over and across said lands, in either of which events grantee shall pay said sum of \$1.00 per rod for the full length of said pipe line constructed, or to be constructed, across said lands as aforesaid; otherwise the rights granted hereunder shall terminate.

Any pipe line hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 22 of April 1941.

Signed, sealed and delivered in the presence of: L. E. Achterberg

A. W. Price
Julia Price

(ACKNOWLEDGMENT)

STATE OF IOWA

Pottawattamie County

Before me, Claude S. Hollingsworth in and for said County and State, on this 22nd day of April 1941, personally appeared A. W. Price and Julia Price, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their freand voluntary act and deed for the uses and purposes therein set forth.

My Commission expires July 4, 1942.

Claude S. Hollingsworth,
Notary Public.

Claude S. Hollingsworth
Iowa Notarial Seal.

Filing fee \$.90 VG File No. 16980

Louis F & Anna Prior,

RIGHT OF WAY CONTRACT.

OPTION.

to Standard Oil Company
FOR AND IN CONSIDERATION OF Five and No/100 (\$5.00) (Doll. & cents) in hand paid, receipt of which is hereby acknowledged and the further consideration of \$1.00 per rod, to be paid as hereinafter provided, Louis F. Prior and Anna Prior, husband and wife, do hereby grant to STANDARD OIL COMPANY, an Indiana Corporation, its successors and assigns, hereinafter called grantees, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, along a route to be selected by grantees, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Pottawattamie County, State of Iowa, to-wit:

The North half of Lot 4, in the NW 1/4 SE 1/4 and Lot 5 in the SW 1/4 NE 1/4 sec. 29 Twp. 75 Range 43 together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantees of the rights granted by this contract. If this option be exercised by the grantees, then the amount paid by grantee for this option shall be credited upon the amount to be paid by grantee for said right of way, above provided.

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of oil, gas, gasoline or other petroleum products on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of One Dollar (\$1.00) Per Rod on or before the time grantee commences to construct such pipe line on, over and through said land. Said payment may be made direct to grantors or any one of them or deposited to credit of the grantors or any one of them in the Bank of -

Grantors reserve the right to use said land for any and all purposes except the purpose hereby granted to said Grantee. Grantee agrees to pay any damages caused by Grantee's operations hereunder, to said land, and to the improvements, crops, pastures, fences and livestock of grantors on said land, on the basis of the status, condition, and use of said land and the improvements thereon, at the date of this contract, in the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantee and the third by the two so selected, and the written