

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Theodore Straube and Pauline Straube, His wife

Sterling, Nebraska

hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of two dollars per lineal rod and other valuable considerations, the receipt of ten dollars (\$10.00) of which is hereby acknowledged, does hereby grant and convey unto HYDROCARBON TRANSPORTATION, INC., a Delaware corporation, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, or pipelines, and appurtenances thereto, over, under, across and through a strip of land eighty feet (80') in width across the following described land situated in the County of Otoe and State of Nebraska, to-wit:

North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) except Beginning at the north quarter corner of said Section Thirty Two (32); thence westerly on north line of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Thirty Two (32) a distance of 689.6 feet; thence southerly 90 degrees left a distance of 33.0 feet, thence easterly on a line 33.0 feet southerly from and parallel to said north line a distance of 100.0 feet; thence continuing easterly a distance of 200.3 feet to a point 44.2 feet southerly from said north line; thence continuing easterly a distance of 389.6 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$); thence northerly on said east line a distance of 44.8 feet; to the point of beginning, containing 0.65 acre, more or less, which includes 0.52 acre, more or less, previously occupied as a public highway the remaining 0.13 acre, more or less, being the additional acreage to be secured, Township Seven (7) North, Range Ten (10) East.

TO HAVE AND TO HOLD unto said HYDROCARBON TRANSPORTATION, INC., its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purpose of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other purposes; provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed.

It is further agreed as follows:

1. The balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. During construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than ten feet (10') in width on each side of the easement strip referred to above for working space only.

3. Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

4. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences or buildings caused by the operations or activities of the Grantee; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

5. Grantee will replace or rebuild to the satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction of said pipelines under and through the above-described premises.

6. The exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being Forty feet on the West side and Forty feet on the East side of the centerline thereof.

7. In the event that the Grantee or its assigns shall at any time construct one or more additional lines of pipe within its easement strip the then owner of the lands subject to this easement shall be entitled to receive an additional consideration of two dollars per lineal rod for each pipeline so constructed, plus damages as provided for in paragraph 4, above.

8. The rights of the Grantee may be assigned in whole or in part.

9. This instrument contains the entire agreement of the parties; there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 25th day of April, 1968.

Theodore Straube
Theodore Straube

Pauline Straube
Pauline Straube

This instrument drafted by:

Art L. Walker
Art L. Walker

No. 1354

ENTERED ✓
INDEXED ✓
PAGED ✓
COMPARED ✓

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THE STATE OF NEBRASKA } ss.
OTOE COUNTY

Entered in Numerical Index and filed for
record in the Register of Deeds Office of said
county, this 27 day of
Dec. 19. 68 at 1 o'clock and
34 minutes P.M., and recorded
in book 30 of Miscel.
of page 237

Fee \$4.75

Walter H. Monton
Register of Deeds

STATE OF NEBRASKA : SS.
COUNTY OF Otoe :

On this 25th day of April, A.D.,
1968, before me, the undersigned duly commissioned and qualified in and for
said county and state, personally came Theodore Straube and
Pauline Straube

to me known to be the identical person S whose name S subscribed to the fore-
going instrument as Grantor S and duly acknowledged the execution of the same as
their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal on the day and year above written.

My commission expires August 21, 1969.

John M. Stilwell, Jr.
Notary Public in and for

Otoe County
John M. Stilwell, Jr.

