

1 do (Individual)

R/W No. ETA 61A

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to One Dollar (\$1.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, A. M. MALONE AND HIS WIFE EDNA M. MALONE

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, gate valves and other appurtenances, including cathodic protection equipment, within the confines of a right of way 60 feet in width, said right of way being 20 feet on the North/West side and 40 feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of LANCASTER State of NEBR. to wit:

THE SOUTH EAST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 10 NORTH RANGE 8, EAST.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted. Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, not permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines. Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive. Any payment due hereunder may be made direct to the said Grantor or any one of them.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed. Grantor represents that the above described land (is) (is not) rented for the period beginning 1st March 19 60 to 1st March 19 61 on ( ) (crop) basis to DM Hegarty

The terms and conditions hereof shall be binding on the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties herein.

In Witness Whereof the said Grantor S has S hereto set THEIR hands and seal this 10 day of May, 19 60.

WITNESS: Arthur B Peck Agent.  
Donna M Peck.

A M Malone (SEAL)  
Edna M. Malone (SEAL)  
Edna M. Malone (SEAL)

(Individual)

In consideration of \$1.00 and other consideration, 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 11<sup>TH</sup> day of May, 19 60.

R. M. Hegarty  
Notary Public  
Seal: Notary Public, State of Nebraska, Commission Expires 1961

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS

STATE OF Nebraska  
COUNTY OF Cass } ss.

BE IT REMEMBERED, That on this 11<sup>th</sup> day of May, A.D., 19 60 before me a Notary Public, in and for said County and State, personally appeared A. M. Malone and Edna M. Malone (husband and wife)

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires May 23, 1964 me Ruth R. Leadabrand Notary Public

FOR USE ONLY BY WIFE IN TEXAS

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_ }

Before me \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ wife of \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My commission expires \_\_\_\_\_ Notary Public

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GENERAL  
COMPARED  
LINE NO. NEA-61A  
- GRANT OF EASEMENT

A. M. Malone and his wife  
Edna M. Malone

TO

MID-AMERICA PIPELINE  
STATE OF NEBRASKA } ss.  
Lancaster County

Entered on numerical index and filed for record in the Register of Deeds Office of said County the 3 day of JUNE, 1960, at 3 o'clock and \_\_\_\_\_ minutes P. M. and recorded in Book \_\_\_\_\_ of MISC. 1

at page \_\_\_\_\_  
By Ruth R. Leadabrand  
Notary Public  
Seal of Office  
Deputy

R/W NO. NE-1A-61A

2-65  
Col. Delbert Moore  
Box 985  
Leipsic, Cass. Co. Neb.