

PIPELINE EASEMENT

#319

Filed for Record 10-23-89 At 11:40 A.M. R/W No. NB-OL- 1,3&6
In Book 37 of Misc Page 620
County Cass
Register of Deeds, Cass Co., NE Doc # 319 #1150 State Nebraska
That the Undersigned Wiles Bros., Inc.

whether one or more, hereinafter called the "Grantor" being the owner of, or having an interest in, land situated in the County of Cass State of Nebraska, more fully described below, for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Natural Gas Pipeline Company of America, a Delaware corporation, having its principal office at 701 East 22nd Street, Lombard, Illinois 60148 hereinafter referred to as "Grantee," and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain, operate, inspect, repair, replace or remove a pipeline, and appurtenances thereto, on, under, across and through a strip of land fifty (50) feet in width across the following described tract of land, to-wit: Lot 4 in the SW 1/4 NE 1/4, Lot 3 in the NW 1/4 NE 1/4, Lot 5 in the NE 1/4 NW 1/4, Lot 6 in the NE 1/4 NW 1/4 and NW 1/4 SE 1/4 all in Section 25, T12N, R13E of the 6th P.M., ALSO Tax Lot 54 in the SE 1/4 SW 1/4 and the SW 1/4 SW 1/4 all in Section 24, T12N, R13E of the 6th P.M., AND Lot 9 in the NE 1/4 SE 1/4 Section 23, T12N, R13E of the 6th P.M., Cass County, Nebraska

together with the right to utilize additional land in the above described tract not more than fifteen (15) feet in width for purposes of temporary working space during initial construction of the pipeline, except, at road crossings or areas with unusual construction problems where additional temporary work space may be utilized.

To Have and To Hold unto said Grantee, its successors and assigns, together with the right of ingress to and egress from said strip of land across the above described tract of land for the purposes of constructing, operating, inspecting, repairing, maintaining, replacing or removing the pipeline and appurtenances of the Grantee located thereon, in whole or in part, 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 for agricultural purposes; provided, however, that Grantor shall neither construct nor permit to be constructed any building, structure or other improvement upon the easement strip which would directly interfere with Grantee's exercise of the rights hereby conveyed, including access to the easement strip, and the safe operation of its pipeline.

As further consideration for the payments made and to be made by Grantee hereunder, Grantor further states and agrees:

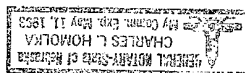
- 1. That during construction the Grantee will bury all line pipe to provide a minimum cover of 42 inches except in rock where a minimum cover of 30 inches will be provided.
2. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, or other property of Grantor caused by the construction, inspection, repair, replacement, removal, maintenance or operation of the Grantee's facilities on Grantor's land described above; provided, however, that the Grantee shall have the right (without liability for damages) from time to time after initial construction of the pipeline to clear the right-of-way by cutting and removing therefrom trees, brush and other obstructions that may in Grantee's judgment, interfere with Grantee's use of the easement strip hereunder.
3. That Grantee will restore the surface of all disturbed areas on Grantor's said land to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged portions of all drainage or irrigation systems; the damage to which shall have been occasioned by the construction, maintenance, operation, repair, inspection, replacement or removal of said pipeline under and through the above-described land.
4. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.
5. That the rights of the Grantee hereunder may be assigned in whole or in part.
6. That Grantor represents that the above described tract is rented to None for a period beginning , 19 and ending , 19
7. This instrument incorporates and describes all of the grants, undertakings, conditions and considerations of the parties. Grantor, in executing and delivering this instrument, represents that he has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein. Exhibit A shall be deemed a part hereof.

This instrument and the benefits and obligations 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 4th day of October, 19 89

Wiles Bros., Inc.

COMPARED by Marvin C. Wiles, President of Wiles Bros., Inc.



(SEAL)

Notary Public

*Charles L. Homolka*

STATE OF NEBRASKA, County of Cass, ss. \_\_\_\_\_  
The foregoing instrument was acknowledged before me this 4th day of October, 19 29,  
by Marvin C. Wiles President of Wiles Bros. Inc., on behalf of the corporation,

(CORPORATE ACKNOWLEDGMENT)

(SEAL)

Notary Public

STATE OF NEBRASKA, County of \_\_\_\_\_, ss. \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by \_\_\_\_\_

INDIVIDUAL/JOINT ACKNOWLEDGMENT

(SEAL)

Notary Public

STATE OF NEBRASKA, County of \_\_\_\_\_, ss. \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by \_\_\_\_\_

INDIVIDUAL/JOINT ACKNOWLEDGMENT

(SEAL)

Notary Public

STATE OF NEBRASKA, County of \_\_\_\_\_, ss. \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by \_\_\_\_\_

INDIVIDUAL/JOINT ACKNOWLEDGMENT

EXHIBIT "A"

RIDER ATTACHED TO AND MADE A PART OF PIPELINE EASEMENT DATED October 4, 1959  
between Natural Gas Pipeline Company of America and Wiles Bros., Inc.

TOPSOIL REMOVAL:

Grantee shall cause the topsoil to be removed separately for the full width of the pipe trench to a depth of 18 inches or the actual topsoil depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench.

ROCK CLAUSE:

Grantee shall cause all rock excavated from the pipe trench across tillable land and having a diameter of three (3) inches or more, which rock cannot be replaced in the pipe trench to a depth consistent with that of rock in adjacent lands unaffected by the pipeline construction, to be removed from the right-of-way in a reasonable manner satisfactory to the Grantor.

DRAIN TILE CLAUSE:

Grantee shall install its pipeline with a minimum of twelve (12) inches of clearance between the pipeline and any of Grantor's drainage tile within the right-of-way. Any drainage tile disturbed by the installation or repair of the pipeline will be replaced by Grantee with tile of comparable quality. All tile replaced shall be properly supported with channel iron or split pipe, and to the reasonable satisfaction of the Grantor. Grantor shall be given the opportunity to inspect said tile prior to backfilling.

IN THE PRESENCE OF:

Mitchell Murphy

GRANTORS:

Marvin C. Wiles, President  
Marvin C. Wiles, President  
of Wiles Bros., Inc.

TENANT:

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