

Dated this _____ day of _____, 19__

In consideration of the sum of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Right of Way Agreement consents to and joins in such Agreement, to the extent of his interest in the real estate described therein.

CONSENT AND AGREEMENT OF TENANT

James Scott Hays
Debra Hays
Christina M. Hays
Roger L. Hays
J. C. Hays

Executed this 7 day of July, 1987

GRANTOR hereby acknowledges 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.
GRANTOR represents that the above-described land is crop basis, to Steve Galt Tenant's Name

FILED FOR RECORD 7:30-37 AT 10:00
REGISTER OF DEEDS, CASS CO., NEBR.
PAGE 15
COMPARED
Cass County Abstracts

The rights, privileges and easements hereby granted to GRANTEE shall include the right, privilege and easement to construct within said land, and to reconstruct, operate, maintain, inspect, repair, alter, replace, move, remove, change the size of, and abandon in place, an initial pipeline, and any additional pipelines necessary or convenient for the transportation of gas, oil, or other substances by pipeline, together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easements hereby granted. As used herein, the term "pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities as are necessary or convenient, in the judgment of GRANTEE, for the operation or maintenance of any such pipeline. GRANTEE shall have the right to select the route of such initial pipeline and the route of any additional pipeline or pipelines through said land, and GRANTEE shall have the right of ingress and egress over said land at convenient points for the exercise of the rights, privileges and easements herein granted. GRANTEE hereby releases and waives all rights and benefits under applicable homestead exemption laws. TO HAVE AND TO HOLD said rights, privileges and easements unto said GRANTEE, its successors and assigns until GRANTEE shall release such rights, privileges and easements by an instrument in writing duly recorded.

The terms and conditions of this Agreement are as follows:
1. GRANTEE shall pay for each additional pipeline and its appurtenant facilities installed within said land a sum equal to One Dollar per linear rod for each linear rod of additional pipeline installed within said land. This sum shall be paid to the then owners of said land, as their respective interests may appear, within 60 days following the completion of such installation.
2. GRANTEE shall pay the then owners of said land and any tenant or lessee thereof, as their respective interests may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted.
3. Each pipeline installed hereunder shall be constructed not less than 30 inches below the surface elevation of said land and at the time of construction, provided that subsurface conditions will permit a pipeline to be constructed at or below this depth using normal construction methods. In the event that rock or other subsurface conditions do not permit a pipeline to be constructed at or below this depth by normal construction methods, each pipeline constructed hereunder shall be constructed at the lowest depth above the 30 inch minimum depth specified above that normal construction methods will permit.
4. GRANTEE hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTEE shall not construct or permit to be constructed, any house, building or other structure in the immediate vicinity of any pipeline or other facility constructed by GRANTEE hereunder, without the express prior consent of the GRANTEE. In addition, GRANTEE shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted.

The South One-Half of the Southeast Quarter (S/2 SE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Thirteen (13) East.

The undersigned (hereinafter referred to in the singular as GRANTOR, whether one or more), the owner of the real estate herein described, in consideration of the sum of \$ 500.00 in hand paid, does hereby grant, convey, and warrant to NATURAL GAS PIPE-LINE COMPANY OF AMERICA, a Delaware corporation (hereinafter referred to as GRANTEE), its successors and assigns, the rights, privileges and easements hereinafter set forth with respect to the following described real estate in the County of _____ State of Nebraska, to wit:

RIGHT OF WAY AGREEMENT (Standard)

Line No. 4
R/W No. 583-A-
County Cass
State of Nebraska

LL-7 (Neb.) Rev. 8/65

#419

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF CASS } s.s.

On this 7 day of JULY, 1987, before me, Donna A. Dyksterhuis

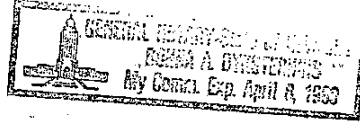
, a Notary Public in and for said County, personally appeared ROGER HAYS and CRISTINA HAYS, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument as grantor, and acknowledged the said instrument to be his voluntary act and deed. Witness my hand and seal, the date last aforesaid.

(SEAL)

Donna A. Dyksterhuis
Notary Public

My Commission expires:

April 1990



JOINT ACKNOWLEDGMENT

STATE OF ^{Iowa} NEBRASKA } s.s.

COUNTY OF DICKINSON

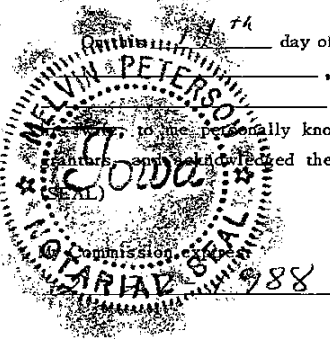
On this 7th day of July, 1987, before me, MELVIN PETERSON

, a Notary Public in and for said County, personally appeared Todd C. HAYS and DEBRA HAYS KLOHS

to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument as grantors, and acknowledged the said instrument to be their voluntary act and deed. Witness my hand and seal, the date last aforesaid.

(SEAL)

Melvin Peterson
Notary Public



FROM	TO	NATURAL GAS PIPELINE COMPANY OF AMERICA	STATE OF NEBRASKA	COUNTY OF	I hereby certify that within instrument was filed for record on the _____ day of _____ at _____, 19____, at _____ o'clock M., and was duly recorded in Volume _____ of _____ at Page _____ and examined.
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ^{Colorado} NEBRASKA } s.s.

COUNTY OF ARAPAHOE

On this 22nd day of July, 1987, before me, _____

, a Notary Public in and for said County, personally appeared _____
GILBERTE COOK and JANE COOK HAYS, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument as grantor, and acknowledged the said instrument to be his voluntary act and deed. Witness my hand and seal, the date last aforesaid.

(SEAL)

Gilberte Cook
Notary Public

GILBERTE COOK

My Commission expires:

MY COMMISSION EXPIRES MARCH 23, 1988

*cash
Re: envelope*

