

4406
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RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Two Thousand Four Hundred Fifty Seven and 36/100 Dollars (\$2,457.36), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells conveys and warrants to WILLIAMS PIPE LINE COMPANY, a Delaware Corporation, whose mailing address is P. O. Box 3448, Tulsa, Oklahoma 47101, its successors and assigns, herein called Grantee, an easement and right of way to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, and remove communication cables, pipelines and appurtenances, including, without limitation, any underground valves, cathodic protection devices, surface markers, and cable splicing vaults, at any time or times and to use such pipeline or pipelines for any purposes for which pipelines may be used including but not limited to the transmission of liquids, gases, and/or solids and for communications, commercial or otherwise, upon and along a route or routes to be selected by Grantee, on, over and through the following described land located in the County of Lancaster, State of Nebraska, to wit:

A strip of land fifty feet (50') in width and one thousand four hundred thirty three feet (1,433') in length along the North right of way line of Saltillo Raod in the East Half of the Southeast Quarter (E) in Section 34, Township 9 North, Range 7 East of the 6th P.M. as shown on drawing S-6766 marked as Exhibit "A"

with the right of ingress and egress to and from said easement and right of way for the purposes aforesaid. Grantee may temporarily use work space as needed during the exercise of the rights granted herein. Grantee agrees to pay or cause payment to be made for damages to crops, timber and improvements of Grantor directly resulting from the exercise of the rights herein granted; provided, however, that after the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the pipeline easement and right of way in the clearing of such obstructions from said easement and right of way.

Grantor shall have the right to use and enjoy the above described premises that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee. Any pipeline, pipelines or communications cables constructed under this agreement shall be buried four feet (4') and will not interfere with normal tilling methods employed at the time of such construction.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. The easement and right of way herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee, its successors and assigns, until such time as Grantee, its successors and assigns, releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF THE 16th DAY OF December, A.D. 1923.

X

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GRANTORS:

GRANTORS:

Delphenus Kenneth O'Brien
Delphenus Kenneth O'Brien
Cyril Clement O'Brien
Cyril Clement O'Brien
Leo Kevin O'Brien
Leo Kevin O'Brien
Darlyne Ann O'Brien
Darlyne Ann O'Brien
Madelyn Patricia McGreevy
Madelyn Patricia McGreevy

Signed, sealed and delivered in the presence of:

[Signature]
Right of Way Agent

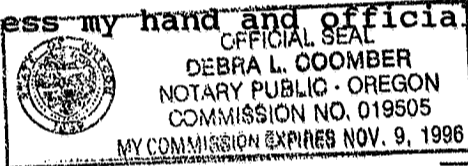
Check No. 25328 Tract No. 7008-X-2
25329
25330
25331
25332

STATE OF Oregon)
COUNTY OF Morison)SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 27th day of December, 1993, personally appeared Cyril Clement O'Brien

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

Witness my hand and official seal.



Debra L. Coomber
Notary Public

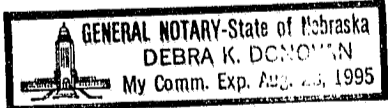
My Commission Expires:

STATE OF Nebraska)
COUNTY OF Lancaster)SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 16 day of December, 1993, personally appeared Delphenus Kenneth O'Brien

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

Witness my hand and official seal.



Debra K. Dorman
Notary Public

My Commission Expires:

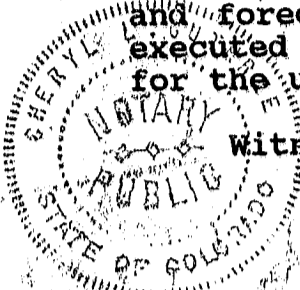
8-28-95

3
STATE OF Colorado)
COUNTY OF El Paso) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 30th day of December, 1993, personally appeared Leo Kevin O'Brien

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.



Cheryle L. Luthers
Notary Public

My Commission Expires:

Jan 27, 1996

STATE OF Indiana)
COUNTY OF Marion) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3 day of January 3, 1994, personally appeared Darlyne Ann O'Brien

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Conne Hume
Notary Public

My Commission Expires:

Oct 13, 1996

STATE OF ~~XXXXXX~~ Iowa)
COUNTY OF ~~XXXXXX~~ Hardin) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 5th day of January, 1994, personally appeared Madelyn Patricia McGreevy

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.



Patricia Lupton
Notary Public

My Commission Expires:

Jan. 12, 1995

LANCASTER COUNTY, NEB

\$15.50

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Tract 7008A

INST. NO. 94-4406

Williams
Pipeline Co.
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