

8147

Line Name: Unadilla to
Lincoln 6"
W.O. # : J79046
Tract #: L-33

EASEMENT AGREEMENT

STATE OF NEBRASKA §
§
COUNTY OF LANCASTER §

The undersigned ("Grantor"), for and in consideration of the sum of TEN DOLLARS and other considerations, paid by HEARTLAND PIPELINE COMPANY ("Grantee"), does hereby sell and convey unto said Grantee, its successors and assigns, an easement to lay, relay, inspect, repair, replace, protect, operate, and maintain, one pipeline together with any equipment or appurtenances necessary or incidental in connection with such pipeline including but not limited to valves, metering equipment, and cathodic protection equipment (said pipeline, equipment, and appurtenances being collectively called the "facilities") over, under, and through the land described on Exhibit "A" attached hereto. *Line marker will be placed at the road and west boundary line.*

This easement shall include the right of ingress and egress to and from the easement, and the right to use existing roads for the purpose of laying, relaying, inspecting, repairing, replacing, protecting, operating, maintaining, and removing the facilities. During temporary periods Grantee is further granted the use of such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the exercising of its rights herein granted.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. No reservoir, excavation, obstruction, or structure shall be constructed, created, or maintained by Grantor on, over, along, or within 25 feet of the pipeline and Grantor agrees not to increase or decrease the elevation of the earth within the right-of-way without Grantee's prior written consent. Grantee shall, during initial construction, bury the pipeline not less than six feet (6') below the then existing surface of the land, except when rock is encountered, the pipeline may be buried not less than two feet below the surface.

After construction of the pipeline and after any repair, replacement, maintenance, or removal of the pipeline which disturbs the surface of the right-of-way, Grantee will:

- (1) Fill and grade the right-of-way so as to restore the same to condition prior to construction as nearly as practical;
- (2) Remove from the premises all broken or discarded material, machinery, trash, or debris; and
- (3) Replace any fence taken down or removed with like quality and design.

2

W.O. #: J79046
Tract #: L-33

Grantee shall assume all responsibility for accidents and damages which may arise out of its use of this easement and Grantee hereby agrees to pay any and all claims and damages which may arise from the exercise of its rights herein granted and agrees to pay all costs and expenses, loss and damages, to persons or property, including but not limited to growing crops, cattle, fences, timber, buildings, native or improved grasses, cover, or brush unless caused by the negligence of Grantor.

All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee and Grantee shall have the right to remove any and all of its property from the right-of-way on or before six months after the termination of this easement. Any property not removed within six months after termination shall become the property of Grantor.

Grantor represents and warrants (i) that Grantor is the owner of the land described on Exhibit "A", (ii) that Grantor has the legal power and authority to convey this easement, and (iii) that Grantor shall defend this easement against the claims of all persons, subject only to any outstanding mortgages or other liens or encumbrances now of record in said county. In the event of default of Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, lien or encumbrance, on said land and thereupon be subrogated to the rights incident thereto.

It is agreed that this easement covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, representatives, successors or assigns.

EXECUTED this 22 day of March, 1990.

GRANTORS:

Dale E. Retzlaff
Dale E. Retzlaff

Rhoda E. Retzlaff
Rhoda E. Retzlaff

4

W.O. #: J79046
Tract #: L-33

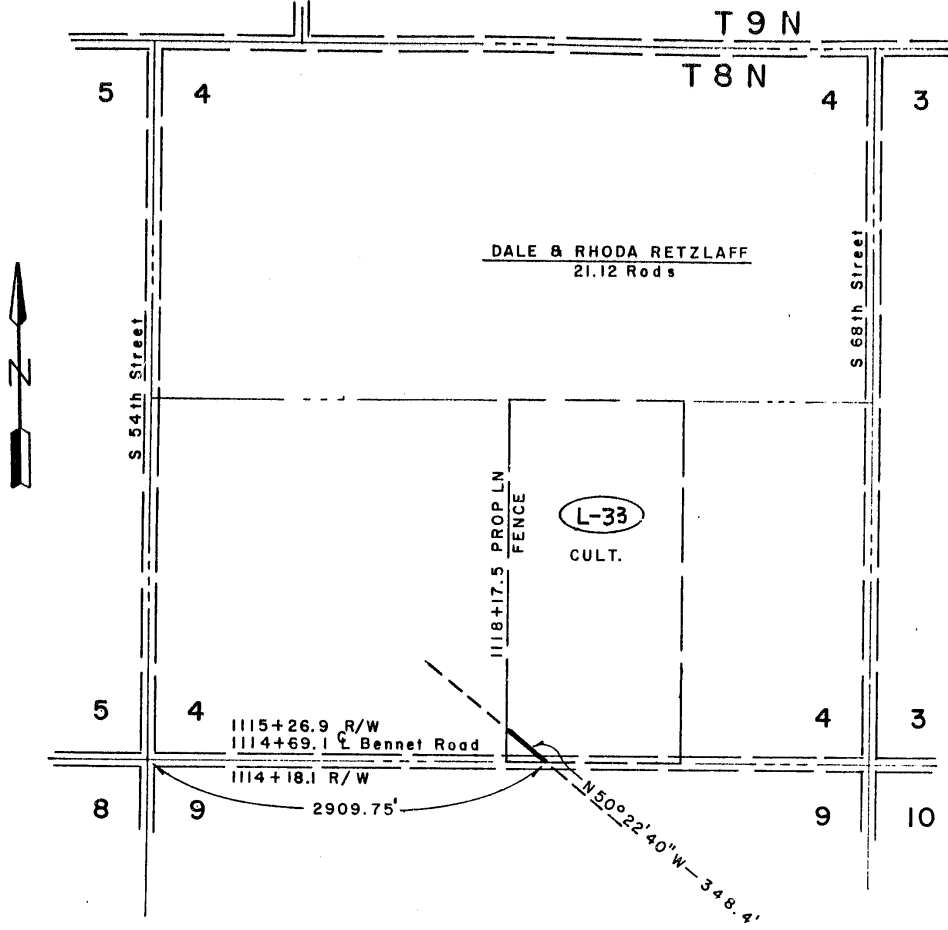
EXHIBIT "A"

A strip of land fifty feet (50') in width extending on, over, under, across, and through the following described land situated in the County of Lancaster and the State of Nebraska, to wit:

The West Half of the Southeast Quarter ($W\frac{1}{2}$ SE $\frac{1}{4}$) of Section 4, Township 8 North, Range 7 East.

Together with an additional strip of land not more than twenty-five feet (25') in width adjacent to Grantee's easement strip, for temporary working space only, for the construction of the proposed pipeline. Said additional 25' shall revert automatically upon completion of construction.

T 8 N - R 7 E
LANCASTER COUNTY, NEBRASKA



REC'D

[Handwritten signatures]

EXHIBIT "A"
Page 2 of 2

LANCASTER COUNTY
Dan Jallo
REGISTER OF DEEDS
90 MAR 29 1110:17

INST. NO. 90-8147

No Test Gas Co

\$25.50

(6" HEARTLAND PIPELINE)

HEARTLAND PIPELINE COMPANY Houston, Texas			
PLAT of a PROPOSED PIPELINE CROSSING the PROPERTY of DALE & RHODA RETZLAFF 21.12 RODS in the W/2 SE/4 of SECTION 4 T8N R7E LANCASTER COUNTY, NEBRASKA			
DRAWN J. A.	DATE 2/6/90	CK F. S. F.	SCALE 1" = 1000'

PLAT 63