

# 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 Amanda Marieberry, Widow and Surviving

Joint Tenant

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICAN 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 of 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 last 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 Dodge

State of Nebraska to wit:

**North Half (N $\frac{1}{2}$ ) of Northwest Quarter (Nw $\frac{1}{4}$ ) and West Half (W $\frac{1}{2}$ ) of Northeast Quarter (Ne $\frac{1}{4}$ ), Section 36, Township 17 N, Range 9 E, Dodge County, Nebraska.**

I, I HAVE AND I HOLD said right of way and easement unto said Grantee and assigns forever.

It is agreed that the line or pipeline 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, nor 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 or persons who grant is without authority from Grantee to make any agreement with respect to the subject matter hereof and herein expressed.

Grantor represents that the above described land has been rented for the period beginning 5/1 1967 to 3/1 1967 on month to month basis to Walter Marieberry 2035 N Irving St. Fremont, Neb.

So J. & J. C.

The terms and conditions hereof shall be construed by the arbitrators, administrators, executors, or assigns of the parties hereto.

I, Witness Whereof, we the Grantor, have hereunto set our hand and seal, this 19 day of May 1967.

Amanda Marieberry (SEAL)  
Amanda Marieberry (SEAL)

WITNESSES:  
Francis J. ... (SEAL)  
... (SEAL)  
... (SEAL)



In consideration of \$1000 and other consideration, to the undersigned, hereby witness and true to the execution of this instrument and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 19th day of May, 1960

*[Handwritten Signature]*

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

STATE OF Nebraska  
COUNTY OF Dodge

That on this 19th day of May, A.D. 1960 before me a Notary Public, in and for said County and State, personally appeared Amanda Meterhenry, widow

known to me to be the legal person described in and 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, purposes, and consideration therein set forth.

I have hereunto set my official signature and affixed my notarial seal, the tenor and year first above written.

My commission expires March 24, 1965 *[Signature]* 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 therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_  
My commission expires \_\_\_\_\_ Notary Public

R/W NO. R-DOD-3

By [Signature] Deputy  
Fee \$ 2.00  
ST. OF NEBRASKA  
DODGE COUNTY  
Filed & recorded on this 29 day of May  
1960 A. D. 1960 at 9:30 AM  
at Lincoln and recorded in Book 52  
of 1150 & P. 1150  
*[Signature]*  
Notary of State

Amanda Meterhenry, widow and  
surviving joint tenant  
TO  
MID-AMERICA PIPELINE  
COMPANY

GRANT OF EASEMENT

LINE NO. N-2011-3

