

STATE OF NEBRASKA

COUNTY OF Dodge

RIGHT OF WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Edward A. Ruwe, a widower, by IRENE M. McGREE
ATTORNEY-IN-FACT

hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Two Hundred Sixty
Five & No/100 * * Dollars (\$ 265.00) cash in hand paid, and other good and valuable considerations, the receipt
 and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto GULF CENTRAL PIPELINE COM-
 PANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", a right of way and perpetual easement
 to at any time and from time to time lay, construct, maintain, alter, inspect, operate, repair, ~~replace one or more~~ replace one or more pipeline together with all appurtenances, equipment and facilities useful or incident to the operation or protection
 thereof, for the transportation of oil, gas, anhydrous ammonia, other petroleum products or derivatives or any other liquids, gases or sub-
 stances which can be transported through pipelines, along a route to be selected by Grantee on, under, across and through the following
 described lands owned by Grantor situated in the County of Dodge, State of Nebraska, to wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) Section 32 Township
 17 North-Range 9 East of the Sixth Principal Meridian.

Said right-of-way to be 30 feet wide, 15 feet on each side of a surveyed
 line as now staked on the ground. Entering said property at a point of
 the East property line; said point being approximately 600 feet north of
 the Southeast corner (SE/c) of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 32; thence in a Southwesterly
 direction approximately 874 feet to the South line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ as a point
 of exit; said point being approximately 500 feet west of the Southeast corner
 (SE/c) of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 32-Twp 17N-Rg. 9E, 6th. PM.

Temporary work space to be 15 feet wide on each side and adjacent and
 parallel to the permanent right-of-way.

(The Grantee agrees to pay for any and all damages caused on the premises
 by reason of the installation, operation, maintenance, and repair of the pipe-
 line to be constructed hereunder. Any trainage tile disturbed by the install-
 ation or repair of the pipeline will be replaced by the Grantee with tile of
 comparable quality. All tile replaced shall be properly supported with bisected
 pipe, and to the reasonable satisfaction of the Grantor)

APPURTENANCES AND EQUIPMENT:

No above surface structures will be installed, except proper
 line identification and safety markers on the edge of the property,
 without the prior consent and agreement of the Grantor.

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This grant of right of way and easement shall and does include the right of ingress and egress on, over, across and through the above described lands and adjoining lands of Grantor for all purposes necessary or incident to the exercise of the rights granted hereunder.

The right of way herein granted shall have a permanent width of thirty (30) feet; provided Grantee may temporarily use additional work space as needed during and for the construction, maintenance, repair, replacement, changing the size of and removal of any pipeline or appurtenant facilities. Grantee may, within one year after the installation of the initial pipeline, file in the records of the county in which said land is located a plat or other document designating the location of the said right of way and easement herein granted; however, should Grantee not make such filing the center line of said right of way and easement shall be the center line of the initial pipeline constructed hereunder.

Grantor reserves the right to use and enjoy said lands except as may be necessary for the purposes herein granted to Grantee provided Grantor shall not, without prior written consent of Grantee, construct or permit to be constructed any house, structure, reservoir, pipeline or other obstruction or excavation on, over or within said right of way and easement.

Grantee shall at the time of construction bury said pipelines to a depth of at least 30 inches through cultivated lands provided that any pipeline may be suspended across irrigation or other canals, water courses, ditches, or ravines.

Grantee agrees to pay for all damage to growing crops, fences, buildings and timber on said land which may be caused by the exercise of the rights granted hereunder provided that after the first pipeline has been laid Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush and obstructions.

Should Grantee at any time construct more than one pipeline hereunder it will pay to Grantor the sum of One Dollar (\$1.00) per foot of additional pipeline laid along the right of way and easement granted hereunder within sixty days after the completion of such pipeline.

Any payment provided for hereunder may be made by check or draft either direct or by mail to Grantor or may be mailed or delivered for deposit to Grantor's credit in the _____

Bank of _____, which bank or its successors shall be the depository for such payment as a representative of Grantor and Grantor's successors and assigns and the death or incapacity of Grantor shall not terminate or affect Grantee's right to deposit such payment in said depository bank or its successor. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or to said bank. No change in the ownership of the land affected by this grant shall affect the payments which may be made hereunder until thirty (30) days after Grantee shall have received a certified copy of the recorded instrument evidencing such transfer. The furnishing of such evidence shall not affect the validity of payments theretofore made.

If two or more persons are entitled to receive any payment hereunder, Grantee may make or tender said payment jointly to such persons or, at Grantee's election, the proportionate part of said payment to which each person is entitled may be made or tendered to him separately.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor and Grantee and Grantee is expressly granted the right to assign this right of way and easement or any part thereof or interest therein and the same shall be divisible among two or more owners as to any right or interest created hereunder.

This agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart thereof regardless of whether all parties named as Grantor joined in the execution hereof.

The acceptance by Grantee of this agreement and its consent thereto, are evidenced by its payment to Grantor of the consideration first recited above.

This agreement as written covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any agreement or representation not expressed herein.

TO HAVE AND TO HOLD said right of way and easement unto Grantee, its successors and assigns, forever or until released by a recordable instrument:

IN WITNESS WHEREOF, Grantor has signed this agreement on this 25 day of Oct, 1968.

Witnesses:

A.C. Pruner
A.C. Sidner
H. M. Nelson
G.O. NELMS

Edward A. Ruwe by
Edward A. Ruwe
James M. McCreary
JAMES M. MC CREARY
Attorney in fact

CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA

COUNTY OF Dodge

On this 25 day of Oct, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James M. McInnis attorney in fact for Edward A. Rouse to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed.

and Notarial Seal the date above written. My Commission expires on the 24 day of Sept, 1971

A. C. Proctor
NOTARY PUBLIC
A. C. Sidner



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written. My Commission expires on the _____ day of _____, 19____.

NOTARY PUBLIC

LINE LIST NO. _____	RIGHT OF WAY	Dated _____, 19____	FROM	TO	GULF CENTRAL PIPELINE COMPANY P. O. Box 1916 Houston, Texas 77001	State of Nebraska	County of _____	GRANTOR GRANTEE WITNESSES PAID	STATE OF NEBRASKA } DODGE COUNTY } Filed for record } December 68 9:35 of _____ } by _____ } Notary Public } _____ } By _____ } Fee: \$4.00 } _____ }
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CERTIFICATE OF ACKNOWLEDGMENT - Corporation

STATE OF NEBRASKA

COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are _____ President and _____ Secretary respectively of _____ (a Corporation), that the Seal affixed to said instrument is the Seal of the said Corporation and that said instrument was signed and sealed on behalf of said corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS MY HAND AND Notarial Seal the date above written. My commission expires on the _____ day _____, 19____.

NOTARY PUBLIC