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RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Ten and 0/100 Dollars (\$10.00), 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 74101, 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 of communications, commercial or otherwise, Grantee, on, over and through the following described land located in the County of Washington, State of Nebraska, to wit:

TRACT NO. 1.

Part of Lot 1, Block 1, Replat of Evergreen Bluffs Addition to the City of Blair, lying in the NW/4 NW/4 of Section 7, Township 18 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows: From the southerly most corner of Lot 1, Block 1, in the said replat of Evergreen Bluffs Addition to the City of Blair, Nebraska; thence N 54°48'14" E (assumed bearing) along the southerly line of said Lot 1 a distance of 10.70 feet to the Point of Beginning; thence continuing N 54°48'14" E along said southerly lot line a distance of 89.43 feet to the southeast corner of said lot; thence N 35°11'46" W along the easterly line of said Lot 1 a distance of 10.00 feet to a point of curvature; thence continuing along said easterly lot line along a 200.01 foot radius curve to the left an arc distance of 77.96 feet to a point 20.00 feet westerly of the existing Williams Pipe Line Company's #2-6" pipeline; thence S 05°40'45" W parallel to and 20.00 feet west of said existing pipe line a distance of 113.73 feet to the Point of Beginning.

TRACT NO. 2.

Part of Lot 2, Block 2, Replat of Evergreen Bluffs Addition to the City of Blair, lying in the NW/4 NW/4 of Section 7, Township 18 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows: Beginning at the southwesternmost corner of Lot 2, Block 2, in said Replat of Evergreen Bluffs Addition to the City of Blair, Nebraska; thence N 21°10'34" E (assumed bearing) along the northerly line of said Lot 2 a distance of 69.98 feet to a point 20.00 feet easterly of the existing Williams Pipe Line Company's #2-6" pipeline; thence S 01°22'48" W parallel to and 20.00 feet easterly of said existing pipe line a distance of 80.31 feet to a point on the westerly line of said Lot 2; thence along a 250.01 foot radius curve to the left an arc distance of 27.78 feet, said curve having a chord bearing of N 57°12'48" W and a chord distance of 27.77 feet to the Point of Beginning.

TRACT NO. 3.

All of Lot 3, Block 2, Replat of Evergreen Bluffs Addition to the City of Blair, lying in the NW/4 NW/4 of Section 7, Township 18 North, Range 123 East of the 6th Principal Meridian, Washington County, Nebraska.

with the right of ingress and egress along, over and across 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, commercial 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 and Grantee acknowledge that an underground pipeline has been previously installed and is currently located on the above described easement and right of way, and furthermore that the current location of the existing pipeline shall not be moved without prior consent of Grantor; furthermore that the Grantee shall be limited to one pipeline on the above described easement and right of way.

Grantor shall have the right to use and enjoy the above described premises except 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. Grantor shall not erect any structures or engineering works, nor make any change in the grade or elevation of the land described above without the express written permission of Grantee. Any pipeline, pipelines or communications cables constructed under this agreement shall be buried across tillable lands to such depth as will not interfere with normal tilling methods employed at the time of such construction.

Grantee's right to enjoy or enforce any rights herein shall not become unenforceable because of any act or inaction by Grantor. 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 4<sup>th</sup> DAY OF August, A.D. 1974

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GRANTORS:

EVERGREEN BLUFFS CORPORATION

Kenneth H. Rhoades  
By: President

ATTEST:  
Virginia L. Rhoades  
SECRETARY

Signed, sealed and delivered in the presence of:

Right of Way Agent

Check No. \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ 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.



Peggy L. Hipnar  
Notary Public

My Commission expires November 20, 1994

ACKNOWLEDGMENT FOR INDIVIDUAL

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ 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.

Notary Public

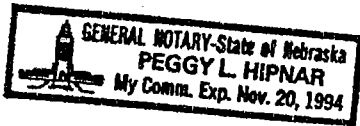
My Commission expires \_\_\_\_\_, 19\_\_\_\_.

ACKNOWLEDGMENT FOR CORPORATION

X State of NEBRASKA  
County of WASHINGTON

On the 4th day of August, 1994, before me a Notary Public \_\_\_\_\_ the undersigned officer, personally appeared Kenneth H. Rhoades, who acknowledged himself to be the President of Evergreen Bluffs Corporation, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.



Peggy L. Hipnar  
Notary Public  
(Title of Officer)

Recorded ✓  
General ✓  
Numerical ✓✓  
Photostat ✓✓

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 3661  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 5th DAY OF August A.D. 1994  
AT 10:08 O'CLOCK A M AND RECORDED IN BOOK  
332 AT PAGE 657-658  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Basem Madson

94 AUG -5 AM 10:08  
FILED  
CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

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