

(Corporate)

R/W No. N-DO-1

## 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, the undersigned Grantor Valley Feed Yards, Inc., a

corporation, by \_\_\_\_\_, who declares that he is the \_\_\_\_\_ President of said corporation, and that he appears and acts as such on behalf of said Corporation, being duly authorized to execute this instrument by virtue of a resolution of the Board of Directors, does hereby grant, bargain, sell and convey unto MID-AMERICA 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 or pipelines, gate valves and other appurtenances, including cathodic protection equipment within the confines of a right of way sixty feet in width, said right of way being twenty feet on the North/West side and forty feet on the South/East side of a line (to be) (as) 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 Douglas State of Nebraska

to wit:

Southeast quarter (SE 1/4) and North half (N 1/2), Section 34 and Southwest quarter (SW 1/4), Section 37, Township 16 N, Range 9 E

It is understood and agreed that the privileges herein granted are restricted to that strip of land 20 rods in width and adjacent to the Platte River, So that the East line of said Easement shall not be more than 20 rods East of the top Easterly bank of the Platte River.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines 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.

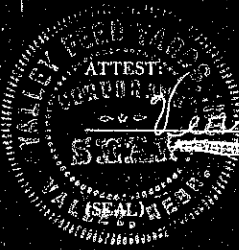
Grantee agrees to pay to the then owners and, to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained 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.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land ~~is~~ (is not) rented for the period beginning no tenant 19 \_\_\_\_\_ to \_\_\_\_\_, 19 \_\_\_\_\_ on (cash) (crop) basis to \_\_\_\_\_.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Corporation has caused this instrument to be signed by it's Vice President and the seal to be affixed by it's \_\_\_\_\_ Secretary, this 22nd day of April, 19 60.



Henry W. Smith  
Secretary

Valley Feed Yards, Inc.

By Everett F. Smith  
(Vice) President

(Corporate)

In consideration of \$1.00 and other consideration, I, the undersigned, hereby adopt and join in the execution of the above and and foregoing grant and consent to the enjoyment by the Grantee therein of all the rights granted by said grant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Tenant

FOR USE ONLY IN OKLAHOMA, KANSAS, NEBRASKA, TEXAS

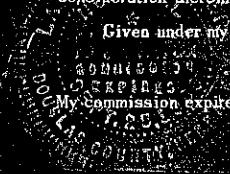
STATE OF Nebraska  
COUNTY OF Douglas } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22 day of April, 1960, personally appeared Vern W. Smith and Everett L. Smith

\_\_\_\_\_ , to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice Pres. & Sec. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses, purposes and consideration therein set forth and in the capacity therein stated.

Given under my hand and seal of office the day and year last above written

Lyneigh Bender Notary Public  
P. O. Valley, Neb.



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2 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
3 DAY May 1960 AT 9:56 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS