

RIGHT OF WAY AND EASEMENT GRANT

W. O. # 67101
R. O. W. # 9

STATE OF NEBRASKA
COUNTY OF Dodge

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Ruth S. Greene and J. Robert Greene, wife and husband

hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00)

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 COMPANY, 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, relocate, change the size of, remove and replace one ~~or more~~ pipelines 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 substances 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:

Description of a proposed pipeline right-of-way and temporary work space across the property of Ruth S. Greene, said property being the West One-Half ($W\frac{1}{2}$) of the West One-Half ($W\frac{1}{2}$) of Section Thirty-three (33), Township Seventeen (17) North, Range Nine (9) East of the Sixth (6th) Principal Meridian, Dodge County, Nebraska. Said right-of-way to be 30 feet wide, 15 feet on each side of a surveyed line as now staked on the ground and described as follows:

Entering said property at a point on the North property line fence for the North line of said Section Thirty-three (33), said point being Thirty (30) feet West along said fence from the Northeast (NE) corner of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4} NW\frac{1}{4}$) of said Section Thirty-three (33); thence, S $0^{\circ} 43'$ W along said surveyed line a distance of Twenty-two-hundred-seventy-nine (2279) feet; thence, S $51^{\circ} 30'$ W along said surveyed line a distance of Twelve-hundred-seventy-four (1274) feet; thence, S $86^{\circ} 00'$ W along said surveyed line a distance of Three-hundred (300) feet to a point of exit on the center-line of a county road for the West line of said Section Thirty-three (33), said point being Three-thousand-ninety-nine (3099) feet South along said center-line of road from the Northwest corner of said Section Thirty-three (33).

Note: West line of said Section 33 assumed to be due North and South.

TEMPORARY WORK SPACE

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

This Easement and Right of Way Grant is taken in lieu of and supersedes that certain Easement dated October 18, 1968, executed by Ruth S. Greene and J. Robert Greene being recorded in Volume 4 Page 293 Deed Records of Dodge County, Nebraska.

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This Easement taken for purposes of correcting the description of Right of Way as shown on the original instrument.

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 48 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.

~~Grantee shall at any time construct more than one pipeline hereunder and shall pay to Grantor the sum of One Dollar (\$1.00) per lineal foot of additional pipeline hereafter 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 15th day of Aug, 1968

Witnesses:

Walter E. Hove

SEAL
INDIA

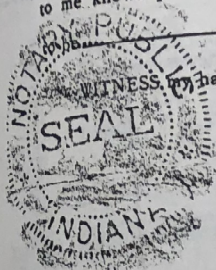
x Ruth S. Greene
Ruth S. Greene
x J. Robert Greene
J. Robert Greene

Martha J. Brown, Notary Public

CERTIFICATE OF ACKNOWLEDGMENT - Individual

X STATE OF INDIANA NEBRASKA
COUNTY OF Madison ss.

On this 15th day of August, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ruth Greene Mikalium to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof voluntary act and deed for the purpose therein expressed.



WITNESS my hand and Notarial Seal the date above written. My Commission expires on the 6th day of October, 1972

Martha J. Ryan
NOTARY PUBLIC

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF _____ ss.

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

STATE OF NEBRASKA } ss.
DODGE COUNTY }

Filed for record on this _____ day of _____

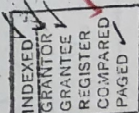
at _____ A. D. 1969, at _____

o'clock A.M. and recorded in Book _____

of _____ page 69

of Walter G. Kovich

Register of Deeds



By 625 Deputy

Fee - \$ 6.00

Gulf. See letter

CERTIFICATE OF ACKNOWLEDGMENT - Corporation

STATE OF NEBRASKA
COUNTY OF _____ ss.

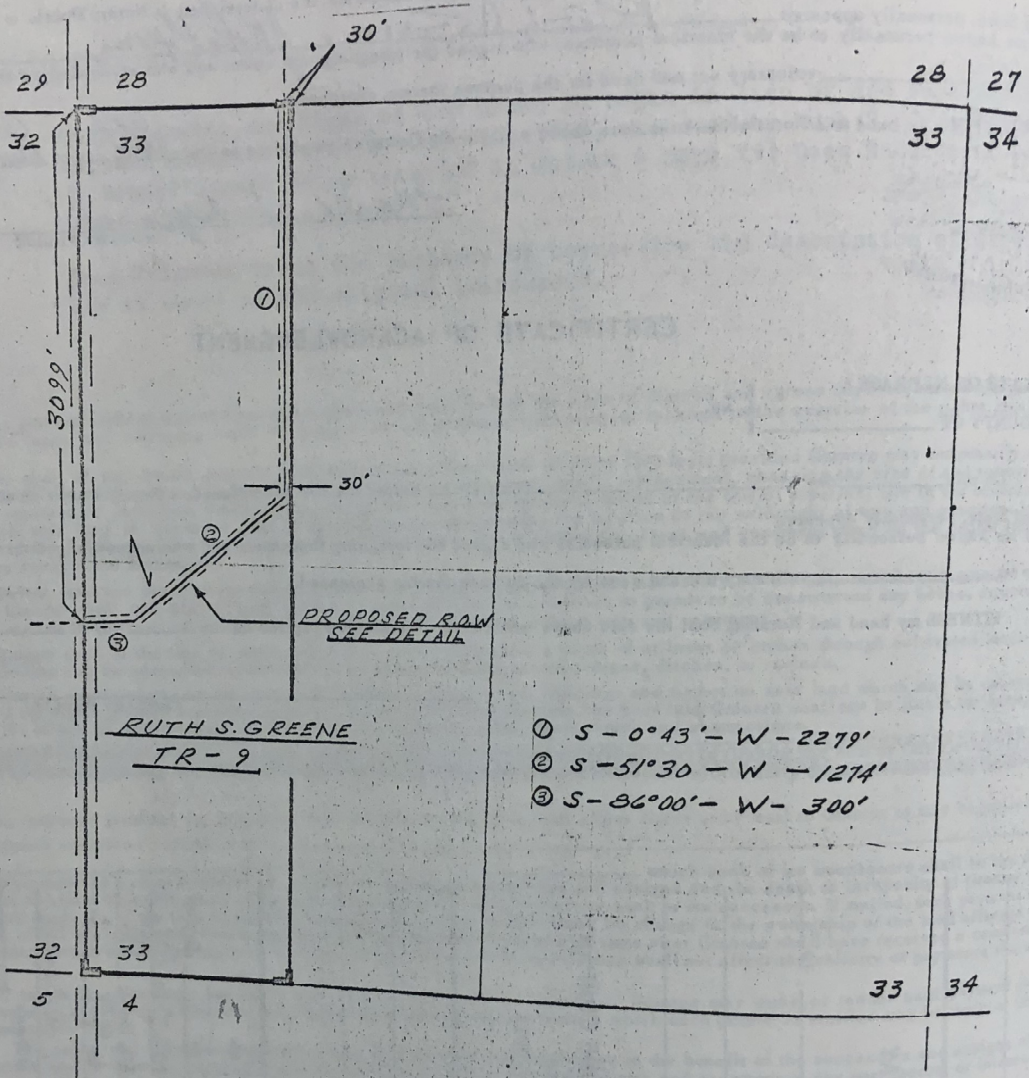
On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, appeared _____ and _____ President and _____ Secretary respectively of _____ (a Corporation), that the Seal affixed to said instrument is the Seal of the said Corporation and that said instrument 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.

My commission expires on the _____ day _____, 19____.

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

NOTARY PUBLIC

DODGE COUNTY, NEBRASKA
T-17-N R-9-E
SECTION 33



60' TEMP WORK AREA
 & PROPOSED R.O.W.
 INDIANA
 30' PERM. R.O.W.
 R.O.W. DETAIL
 No Scale

Ruth S. Greene
Robert Green

Martha J. Szymanski, Notary Public

GULF CENTRAL PIPELINE	
GULF INTERSTATE ENGINEERING CO.	
PROPOSED RIGHT-OF-WAY CROSSING RUTH S. GREENE PROPERTY DODGE COUNTY, NEBRASKA	
DATE	7-26-69
DRAWN BY	J.R.R.
CHECKED BY	
APPROVED	
SCALE	1" = 1000'
APPROVED	
BOOK NO.	