

T-439

(NA)

639

E-933

COUNTERPART

W. O. # 67701
R. O. W. # 17-17

RIGHT OF WAY AND EASEMENT GRANT

STATE OF NEBRASKA

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Margaret L. Phillips and Roland B. Phillips, wife and husbandhereinafter 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 ~~xxxxx~~ 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 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 Washington, State of Nebraska, to wit:

Tax Lots 1 and 2; and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); all of the above in Section 1, Township 18 North-Range 11 East of the Sixth Principal Meridian.

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.

Prior to the commencement of the actual construction of the initial pipeline hereunder, Grantee shall further pay to Grantor the sum of Five and No/100 per lineal rod as surveyed Dollars (\$ 5.00/rod) (hereinafter referred to as "additional payment"), which sum, together with the consideration recited above, shall constitute the full consideration for the right of way and easement herein granted. It is expressly understood and agreed, however, that Grantee is not obligated to construct any pipeline hereunder or to make said additional payment unless it shall elect to do so. In the event the said additional payment is not made to Grantor at or prior to the expiration of one year from the date hereof, the right of way and easement herein granted shall terminate and thereafter be of no force and effect. If Grantee desires, it may record in the appropriate county records a notice that such additional payment has been made.

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 42 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 not be liable for damages 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.~~

Any payment provided for hereunder (including said additional payment) 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 (including said additional payment), 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 payment or tender to any person of his portion of such additional payment shall maintain this agreement as to such person and his interest in the above described land.

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 10 day of December, 1908

Witness:

Jack C. MorrisJack C. Morris

Margaret L. Phillips
Margaret L. Phillips
Roland B. Phillips
Roland B. Phillips

639

CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA

COUNTY OF Douglas

ss.

On this 14 day of November, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margaret N. Mitchell - Colonel B. F. Phillips to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS MY HAND AND Notarial Seal the date above written. My Commission expires on the 1st day of January, 1971.

Margaret N. Mitchell
NOTARY PUBLIC
Margaret N. Mitchell

Grantor agrees that during the installation of the pipeline herein provided for, that the line shall be laid at a depth of 60 inches at Two (2) locations on this tract. The locations to be designated by Grantor so they may be flagged on the ground prior to commencement of construction on this tract.

RBP
m28

LINE LIST NO. 1373

RIGHT OF WAY

Dated

FROM

Margaret N. Mitchell
and Colonel B. F. Phillips
Grantor to Gulf Central Pipeline Company

GULF CENTRAL PIPELINE COMPANY

P. O. Box 1916
Houston, Texas 77001

State of Nebraska

County of

Recorded

General

Numerical

Photostat

State of Nebraska } SS

County of Washington }

Entered in Numerical Index and filed for record

this 14 day of NovemberA. D. 1969 at 4:45 o'clock P. M.Recorded in book 7 at page 639640

County Clerk

Deputy

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 _____ 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