

5-661

W. O. # 67152  
R. O. W. # R 722

## RIGHT OF WAY AND EASEMENT GRANT

STATE OF NEBRASKA

COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Keith Hindmarsh and Mildred L. Hindmarsh, husband and wife.

hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One Thousand Thirty-five and no/100 Dollars (\$1035.00) 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 pipeline, 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:

The Southwest Quarter (SW $\frac{1}{4}$ ) and the West Half of the Southeast Quarter (SE $\frac{1}{4}$ ) Section 11 Township 17 North-Range 9 East of the Sixth Principal Meridian.

(The Grantee agrees to pay for any damages caused on the premises, including damages to private roads, by reason of installation, operation, maintenance, and repair of the pipeline to be constructed hereunder. This agreement includes the perpetual occasional use of the trail road existing along the East & North sides of the field as a route of Ingress & Egress to maintain and service the valves & valve site to be installed on the right of way, within the inner edge of the timber line. It is understood and agreed that said trail road will be maintained in such a manner as agreed to by the Grantor, and in no case will wild game be molested. The consideration for the use of said road being apart of the pre-paid (Continued from above) 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 lineal 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.

(Continued from above:) damages, and is not apart of the consideration shown herein.

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 10th day of August, 1968.

Witnesses:

G. D. Nelms  
G. D. Nelms

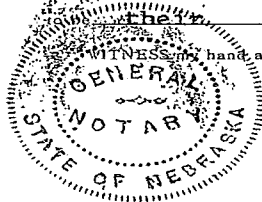
Keith Hindmarsh  
Keith Hindmarsh  
Mildred L. Hindmarsh  
Mildred L. Hindmarsh

661

# CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA }  
 } ss.  
 COUNTY OF Washington

On this 10th day of August, 1968 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Keith Hindmarsh & Mildred L. Hindmarsh to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.



WITNESS my hand and Notarial Seal the date above written. My Commission expires on the 11th day of May, 1972.  
[Signature]  
 Notary Public

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEBRASKA }  
 } ss.  
 COUNTY OF \_\_\_\_\_

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 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

Keith Hindmarsh and Mildred L.

Hindmarsh, husband and wife

TO

GULF CENTRAL PIPELINE COMPANY

P. O. Box 1916  
 Houston, Texas 77001

State of Nebraska \_\_\_\_\_

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

State of Nebraska } ss.  
 County of Washington

Entered in Numerical Index and filed for record  
 this 29th day of Oct  
 A. D. 1968 at 11:20 o'clock PM.  
 and recorded in book 2 at page 666

[Signature]  
 County Clerk

Deputy

Recorded ☒  
 General ☒  
 Numerical ☒  
 Photostat ☒

# CERTIFICATE OF ACKNOWLEDGMENT - Corporation

STATE OF NEBRASKA }  
 } ss.  
 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\_\_\_\_.