

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Theodore Straube and Pauline Straube, His wife

Sterling, Nebraska

hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of two dollars per lineal rod and other valuable considerations, the receipt of ten Dollars (\$10.00) of which is hereby acknowledged, does hereby grant and convey unto HYDROCARBON TRANSPORTATION, INC., a Delaware corporation, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, or pipelines, and appurtenances thereto, over, under, across and through a strip of land eighty feet (80') in width across the following described land situated in the County of Johnson and State of Nebraska, to-wit:

North Half of the Northeast Quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ) and the

Southeast Quarter of the Northeast Quarter ( $SE\frac{1}{4}NE\frac{1}{4}$ )

of Section Six (6), Township Six (6) North, Range

~~Nine (9)~~ East  
TEN (10) 273  
728

TO HAVE AND TO HOLD unto said HYDROCARBON TRANSPORTATION, INC., its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purpose of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other purposes; provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed.

It is further agreed as follows:

1. The balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. During construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than ten feet (10') in width on each side of the easement strip referred to above for working space only.
3. Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.
4. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences or buildings caused by the operations or activities of the Grantee; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.
5. Grantee will replace or rebuild to the satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction of said pipelines under and through the above-described premises.
6. The exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being Forty feet on the West side and Forty feet on the East side of the centerline thereof.
7. In the event that the Grantee or its assigns shall at any time construct one or more additional lines of pipe within its easement strip the then owner of the lands subject to this easement shall be entitled to receive an additional consideration of two dollars per lineal rod for each pipeline so constructed, plus damages as provided for in paragraph 4, above.

8. The rights of the Grantee may be assigned in whole or in part.

9. This instrument contains the entire agreement of the parties; there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 8<sup>th</sup> day of May, 1968.

Theodore Straube  
Theodore Straube  
Pauline Straube  
Pauline Straube

This instrument drafted by:

W. D. Murray  
W. D. Murray

STATE OF NEBRASKA : SS.  
COUNTY OF Che :

On this 8<sup>th</sup> day of May, A.D., 1968, before me, the undersigned duly commissioned and qualified in and for said county and state, personally came Theodore Straube and Pauline Straube to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



John M. Stilwell, Jr.  
Notary Public in and for  
Franklin County  
John M. Stilwell, Jr.

STATE OF NEBRASKA : SS.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, before me, the undersigned duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_

to me known to be the identical person whose name \_\_\_\_\_ subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as \_\_\_\_\_ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County

PIPELINE EASEMENT

From

Theodore Straube and  
Pauline Straube, (H&W)

To

Hydrocarbon Transportation, Inc.

STATE OF NEBRASKA  
JOHNSON COUNTY

Filed for record in the  
County Clerk's office this  
27th day of December, 1968  
at 8:45 o'clock A.M. and  
recorded in Book #30

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Wayne C. McCoy  
County Clerk

Deputy