

COUNTERPART  
RIGHT OF WAY AGREEMENT

The undersigned (hereinafter referred to as "Grantor", whether one or more) for and in consideration of the sum of Eight Hundred Twenty-Four and No/100 - - - - - dollars (\$ 824.00) and other valuable consideration, the receipt of Five Hundred and No/100 - - - - - dollars (\$ 500.00) of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto TRAILBLAZER PIPELINE COMPANY, an Illinois General Partnership, having its principal office at 122 South Michigan Avenue, Chicago, Illinois 60603 (hereinafter referred to as "Grantee"), its successors and assigns, an exclusive right of way and easement for the purposes of constructing, operating, maintaining, replacing, changing the size of, testing, altering, moving, abandoning in place or removing a pipeline (and all appurtenances necessary thereto) for the transportation of gas or other substances or liquids transportable by pipeline on, over, under, across and through a strip of land fifty (50) feet in width on the following described land of Grantor in the County of Gage, State of Nebraska to wit:

The East Half of the Southeast Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 9, Township 4 North, Range 5, East, in Gage County, Nebraska.

TO HAVE AND TO HOLD said right of way and easement unto Grantee, its successors and assigns, until said pipeline be constructed and so long thereafter as a pipeline is maintained thereon, together with the right of ingress and egress to and from said strip across the adjacent land of Grantor and all privileges necessary or convenient for the full use of the rights herein granted. The Grantor reserves the right to farm and graze said easement strip, but Grantor shall not construct or permit to be constructed any house, building or other structure thereon.

It is further agreed as follows:

1. That when Grantee determines to exercise the rights herein granted, Grantee shall pay to Grantor the balance of the consideration due. This payment, if made, shall be paid prior to the construction of the pipeline or within eighteen months from and after the date of this Agreement, whichever first occurs. If Grantee does not make the payment as provided in this paragraph, all of Grantee's rights under this Agreement will terminate.
2. That Grantor, his successors or assigns will execute an instrument in recordable form acknowledging payment of the balance of the consideration due Grantor when such payment is made.
3. That during construction, repair or removal of the pipeline, the Grantee may utilize additional areas of land not to exceed a total of forty (40) feet in width adjacent to the easement strip for temporary work space only. In addition, when encountering steep, uneven or rough terrain, and at road, railroad, river or stream crossings, Grantee may also use temporary additional work space as may be necessary.
4. That during construction Grantee will bury all line pipe to provide a minimum cover of thirty-six (36) inches except in rock where the pipeline will be buried at the lowest depth above the 36 inches above specified as normal construction methods will permit.
5. That Grantee will pay to Grantor and any tenant, as their respective interests may appear, for any damages to growing crops, grasses, trees, shrubbery, fences, buildings and livestock which may arise from the exercise by Grantee of the rights herein granted; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush or other obstructions on the said strip that may injure, endanger or interfere with the operation or maintenance of Grantee's facilities.
6. That Grantee will restore the surface of the land to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems, the damage to which may arise from the exercise by Grantee of its rights herein granted.
7. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's pipeline, and shall thereupon be established as being twenty-five (25) feet on each side of the centerline of the pipeline.
  7. A. That during construction of the pipeline across cropland of the Grantor, the pipeline trench shall be excavated by the "double ditching" method so as to minimize the loss of topsoil.
  7. B. That Grantee will use the "water-pack" method in backfilling through irrigated areas. Backfill will be compacted and water settled to a stage of compaction as nearly as practicable to its original condition.
8. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.
9. That the rights of the Grantee may be assigned in whole or in part.
10. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that 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.

Grantor represents that the above-described land is \_\_\_\_\_ rented for the period beginning \_\_\_\_\_, 19\_\_\_\_, on \_\_\_\_\_ basis to \_\_\_\_\_  
Cash or Crop

Executed this 17<sup>th</sup> day of August, 1981.

Roger T. Wollenburg  
Roger T. Wollenburg

2346 9-4-5

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of \$10.00 in hand paid, the undersigned tenant in possession of the land described in the above Right of Way Agreement consents to and joins in such agreement, to the extent of his interest in the land described therein.

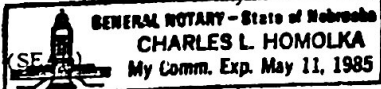
STATE OF NEBRASKA, County of Gage ss. Filed for record and entered in Numerical Index on 21<sup>st</sup> day of August, 1981, at 10:30 clock A. M., and recorded in Book 60 of Miscellaneous on Page 848.  
By \_\_\_\_\_ Deputy  
Register of Deeds

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska } s.s.  
COUNTY OF Gage }

I, Charles L. Homolka, a Notary Public in and for said County in the State aforesaid, do hereby certify that Roger T. Wollenburg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that He/She signed and delivered said instrument as His/Her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of August, A.D. 1981.



My Commission expires:  
May 11, 1985

Charles L. Homolka  
Notary Public

JOINT ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } s.s.  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

(SEAL)

My Commission expires:

\_\_\_\_\_  
Notary Public

Fee: \$6.25 Paid & Return: Nat. Gas Pipeline Co. of America, Box 1066, Kearney, Ne 68847

BOOK 60 PAGE 848