

R/W Number Northern Natural Meter  
County Gage  
State Nebraska

**RIGHT OF WAY AGREEMENT**

The undersigned (hereinafter referred to as "Grantor", whether one or more) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency 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 during any 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.
2. 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.
3. 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.
4. 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.
5. 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 feet on each side of the centerline of the pipeline.
6. 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.
7. That the rights of the Grantee may be assigned in whole or in part.
8. 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.
9. The right of way herein granted shall be located on the east side of the above described land, with the east line of said right of way strip being contiguous and adjacent to the west right of way line of the county road.

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 Crop basis to Carl E. Wollenburg \_\_\_\_\_  
Cash or Crop Tenant's Name

Executed this 15th day of December

\_\_\_\_\_, 1981  
Theodore D. Wollenburg  
Theodore D. Wollenburg  
Marie Wollenburg  
Marie Wollenburg  
Roger T. Wollenburg  
Roger T. Wollenburg

**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.

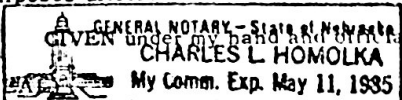
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Carl E. Wollenburg  
Carl E. Wollenburg

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Gage } s.s.

I, Charles L. Homolka, a Notary Public in and for said County in the State of Nebraska, 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 24th day of December, A.D. 1981.  
(SEAL)  My Comm. Exp. May 11, 1985

My Commission expires:  
May 11, 1985

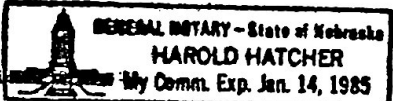
Charles L. Homolka  
Notary Public

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JOINT ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Gage } s.s.

I, Harold Hatcher, a Notary Public in and for said County in the State of Nebraska, do hereby certify that Theodore D. Wollenburg and Marie Wollenburg, 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 15th day of December, A.D. 1981.  
(SEAL)  My Commission expires: Jan. 14, 1985

Harold Hatcher  
Notary Public

CORPORATE ACKNOWLEDGMENT

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

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

(SEAL)  
My Commission expires:

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

STATE OF NEBRASKA, County of Gage ss. Filed for record and entered in Numerical Index on 6th day of January, 1982... at 2:40 o'clock... P.M. and recorded in Book 61 of Miscellaneous on Page 433.  
By [Signature] Deputy Register of Deeds