

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 Clay, State of Nebraska to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 1, Township 5 North, Range 6, West, Clay 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. cel
d.m.d.
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.

8. 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.

8. 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.

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 March 1, 1981, on cash basis to George Overturf, Tenant's Name

Executed this 30th day of July, 1981.

Lela M. Dean
Lela M. Dean

Wayne E. Dean
Wayne E. Dean

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.

George Overturf
George Overturf

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

I, _____, a Notary Public in and for said County in the State
aforesaid, do hereby certify that _____, 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 _____ day of _____, A.D. 19 ____.

(SEAL)

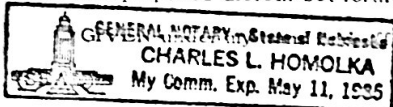
My Commission expires:

Notary Public

JOINT ACKNOWLEDGMENT

STATE OF Nebraska }
COUNTY OF Adams } S.S.

I, Charles L. Homolka, a Notary Public in and for said County in the State
aforesaid, do hereby certify that Lela M. Dean and Wayne E. Dean,
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 30th day of July, A.D. 19 81.

My Commission expires:

May 11, 1985

Charles L. Homolka
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

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

Numerical	1108
Registration	1108
Recorded	1108
Compared	1108
Gen. Grantor	1108
Gen. Grantee	1108
Plat Number	1108
Notary	1108

State of Nebraska }
Clay County } ss:
Received for record this 13
day of August A.D.
19 81, at 9 o'clock and 15
Minutes A. M. and recorded in
Book 31
of Miscel.
on Page 353

Mail to:

Deputy
County Clerk
12.6.25

Rev. Natural Gas Pipeline Co. of America