

30027-REDFIELD & COMPANY, INC., OMAHA

FLEXIBLE HINGE  
L.L. BROWN & CO. PAPER CO.  
LINEN RING-BINDER

GRANT OF EASEMENT

Walter O. Marolf et ux

COMPARED

Filed 11 July 1969 at: 8:30 A. M.  
Betty Philpot, Register of Deeds  
\$ 4.25

To:

MAPCO, Inc.

Plat filed in Plat Book 6, Page 40

MA-88 - Rev. 2-69

R / W No. 52-N-CA-1

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to Two Dollars (\$2.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Walter O. Marolf and Helen E. Marolf, his wife, hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MAPCO Inc., a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other appurtenances, within the confines of a right of way 50 feet in width, said right of way being 35 feet on the North/ West side and 15 feet on the South/East side of a line (to be ) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of Cass State of Nebraska to wit:

West Half Northwest Quarter (W/ 2 NW/ 4), Section 6, Township 11 North,  
Range 9 East and South Half Southwest Quarter (S/ 2 SW/ 4), Section 31,  
Township 12 North, Range 9 East as shown on plat attached hereto and  
made a part hereof.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit other to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. Grantor hereby expressly agrees that in the event the route of the pipeline of pipelines to be constructed hereunder should cross any creeks, rivers or other waterways located on the above described land then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (~~is~~) (is not) rented for the period beginning \_\_\_\_\_, 19 \_\_\_\_ to \_\_\_\_\_, 19 \_\_\_\_ on (cash) (crop) basis to \_\_\_\_\_

Blue Border  
100% LINEN LEDGER



