

Grantor represents that the above described land (is) (is not) rented for the period beginning March 1st, 1960 to March 1st, 1961 on (cash) (crop) basis to Wayne Landon.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantors have hereunto set THEIR hands and seal this 22 day of April, 1960.

Emmet A. Landon (SEAL)

WITNESS:

Lula A. Landon (SEAL)

Arthur B. Peck- Agent (SEAL)

Donna M. Peck (SEAL)

(Individual)

In consideration of \$1.00 and other consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 22 day of April 1960.

Wayne Landon

Tenant

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS

STATE OF Nebraska)
)SS.
COUNTY OF Cass)

BE IT REMEMBERED, That on this 23rd day of April, A.D., 1960, before me a Notary Public, in and for said County and State, personally appeared Emmett A. Landon and Lula A. Landon, husband and wife to me known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

MRS. RUTH LEADABRAND)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA)

Mrs. Ruth K. Leadabrand Notary Public

My commission expires May 23, 1964

GRANT OF EASEMENT

Walter Marolf et ux

To

Mid-America Pipeline Company

COMPARED

Filed May 3, 1960 at 10:21 A.M.

Lucille Horn Gaines

Register of Deeds

\$3.10

(Individual)

GRANT OF EASEMENT

N-La 86

R/W N-CA-1

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 One Dollar (\$1.00) 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 and Helen Marolf, husband and wife herein-after referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from

Cass County

time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, gate valves and other appurtenances, including cathodic protection equipment, within the confines of a right of way sixty feet in width, said right of way being twenty feet on the North/West side and forty 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 Lancaster and Cass State of Nebraska to wit:

That part of East half (E $\frac{1}{2}$) of Southeast quarter (SE $\frac{1}{4}$) of Section 1, Township 11 N, Range 8 E, lying North (N) of CB & Q Railroad, of Lancaster County, Nebraska.
West half (W $\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$) of Section 6, Township 11 N, Range 9 E, and South half (S $\frac{1}{2}$) of Southwest quarter (SW $\frac{1}{4}$) of Section 31, Township 12 N, Range 9 E, of Cass County, Nebraska

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, not permit others to build, ~~construct or create, not permit others 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.

Grantor 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, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive. Any payment due hereunder may be made direct to the said Grantor or any one of them.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land ^{is not} (is) ~~(is not)~~ rented for the period beginning 19 to , 19 on (cash) (crop) basis to .

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantors have hereunto set their hand and seal this 24th day of March, 1960.

Walter Marolf (SEAL)

Helen Marolf (SEAL)

WITNESS:

Don L. Dunlap

Ernest C. Richard

(Individual)

(SEAL)

(SEAL)

In consideration of \$1.00 and other consideration, I, the undersigned, hereby adopt and joint in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 24th day of March 196

Tenant

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS STATE OF Nebr.))SS. COUNTY OF Lancaster)

BE IT REMEMBERED, That on this 24th day of March, A.D., 1960, before me a Notary Public, in and for said County and State, personally appeared Walter & Mrs. Helen Marolf to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my officials signature and affixed my notarial seal, the day and year first above written.

My commission expires Feb. 24 1962

Don C. Dunlap Notary Public

(DON C. DUNLAP) GENERAL NOTARY) (COMMISSION EXPIRES) (FEB. 24, 1962) (STATE OF NEBRASKA)

EASEMENT

James E. Remaly et ux to United States of America

COMPARED

Filed May 12, 1960 at 8:25 A.M. Lucille Horn Gaines Register of Deeds \$2.10

Lincoln AFB Aux. Site "L" Tract No. 102E

EASEMENT

THIS INDENTURE, made this 7th day of May, in the year 1960, between James E. Remaly and Lena Remaly, husband and wife, of the County of Cass, State of Nebraska, parties of the first part, and the United States of America of Washington, D.C., party of the second part.

WITNESSETH, That the parties of the first part, for and in consideration of the sum of Seventy and No/100 Dollars (\$70.00) to them in hand paid, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto the said United States of America and its assigns an easement and right of way in, to, and across the following described tract of land in the County of Cass, State of Nebraska, to-wit:

The East 33.00 feet of the NE 1/4, except the South 1440.00 feet thereof; all in Section 23, Township 10 North, Range 9 East of the Sixth Principal Meridian. Also a tract of land described as follows: Commencing at the E 1/2 corner of Section 23, Township 10 North, Range 9 East of the Sixth Principal Meridian; thence Northerly along the East line of