

W.O. #: J79046
Tract #: L-35

Grantee shall assume all responsibility for accidents and damages which may arise out of its use of this easement and Grantee hereby agrees to pay any and all claims and damages which may arise from the exercise of its rights herein granted and agrees to pay all costs and expenses, loss and damages, to persons or property, including but not limited to growing crops, cattle, fences, timber, buildings, native or improved grasses, cover, or brush unless caused by the negligence of Grantor.

All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee and Grantee shall have the right to remove any and all of its property from the right-of-way on or before six months after the termination of this easement. Any property not removed within six months after termination shall become the property of Grantor.

Grantor represents and warrants (i) that Grantor is the owner of the land described on Exhibit "A", (ii) that Grantor has the legal power and authority to convey this easement, and (iii) that Grantor shall defend this easement against the claims of all persons, subject only to any outstanding mortgages or other liens or encumbrances now of record in said county. In the event of default of Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, lien or encumbrance, on said land and thereupon be subrogated to the rights incident thereto.

It is agreed that this easement covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, representatives, successors or assigns.

EXECUTED this 19 day of March, 1990.

GRANTORS:

Dorothea P. Heuser
Dorothea P. Heuser

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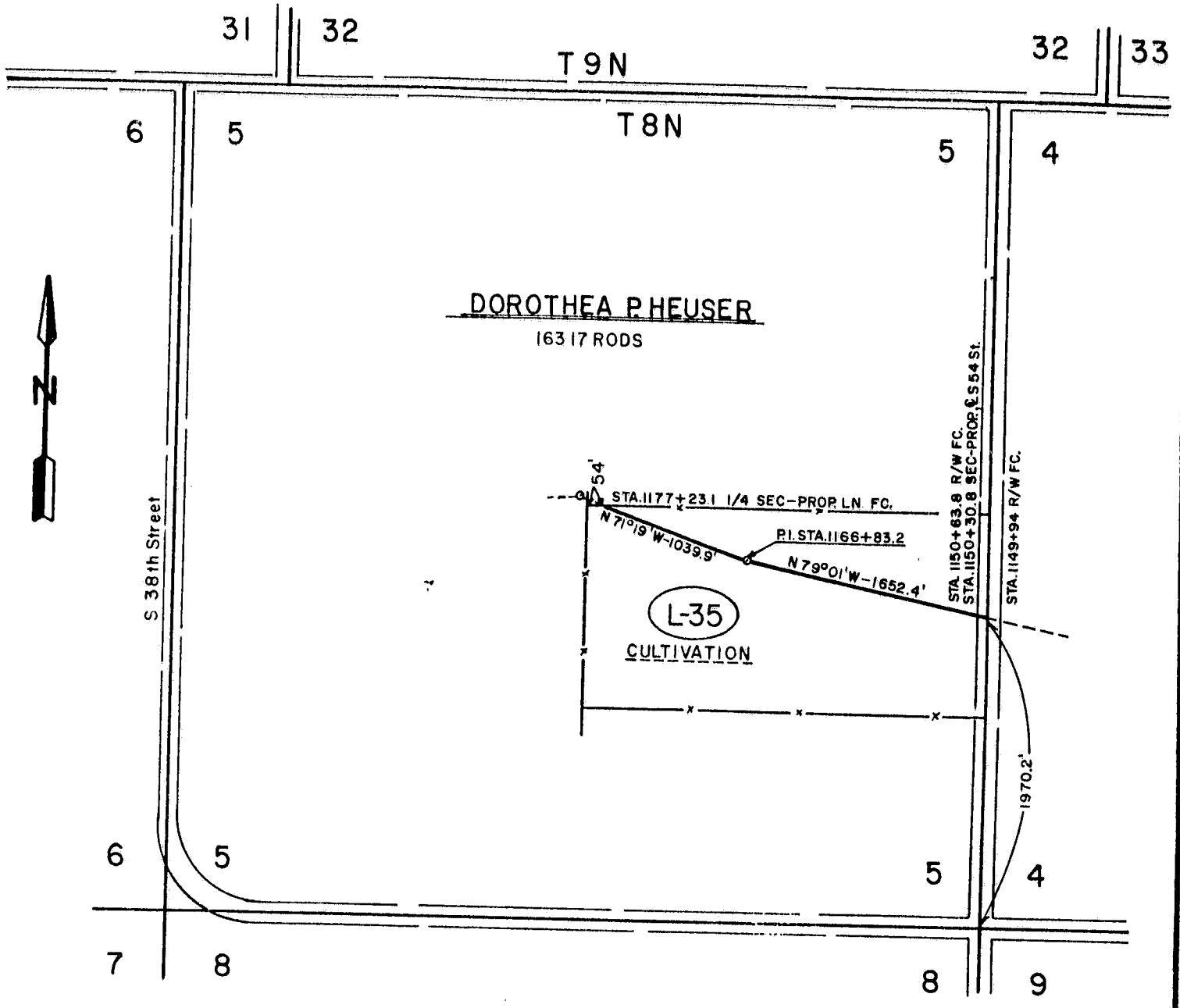
EXHIBIT "A"

A strip of land fifty feet (50') in width extending on, over, under, across, and through the following described land situated in the County of Lancaster and the State of Nebraska, to wit:

The North Half of the Southeast Quarter ($N\frac{1}{2}$ SE $\frac{1}{4}$) of Section 5, Township 8 North, Range 7 East.

Together with an additional strip of land not more than twenty-five feet (25') in width adjacent to Grantee's easement strip, for temporary working space only, for the construction of the proposed pipeline. Said additional 25' shall revert automatically upon completion of construction.

T8N-R7E
LANCASTER COUNTY, NEBRASKA



25 ⁵⁰

EXHIBIT "A"
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LANCASTER COUNTY, NEBR.
Dan Gallo
REGISTER OF DEEDS
90 APR 24 PM 3:33

INST. NO. 90- 10918

(6" HEARTLAND PIPELINE)

HEARTLAND PIPELINE COMPANY Houston, Texas			
PROPOSED 6" PIPELINE CROSSING THE PROPERTY of DOROTHEA P. HEUSER in THE N/2 SE/4 SEC-5, T8N-R7E, LANCASTER COUNTY, NEBRASKA			
DRAWN GEC	DATE 4/06/90	CK F.S.F.	SCALE 1"=1000'