

| No. | Gen. | Num. | Paged | |
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| #9 | | | | |
| drk Register of Deeds | | | | |

Submitted by: Keystone XL / TRC Solutions
\$64.00

2018-01357 Page Count: 10
STATE OF NEBRASKA } SS
SALINE COUNTY }

Entered in numerical index and filed on
record, the 29 day of August
2018 at 12:12 o'clock PM and recorded
in Book 432 of REC Page 924

Rayl J. Likan
County Clerk

Electronically Recorded By: drk

**Prepared by and after recording
please return to:**
TransCanada Keystone Pipeline, LP
13710 FNB Parkway, Suite 300
Omaha, NE 68154

(Above Space for Recorder's Use Only)

Tract No. ML-NE-SA-54790.000

EASEMENT AND RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) paid in accordance with this Easement and Right-of-Way Agreement (this "**Agreement**"), the mutual promises of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**"), **Ervin V. Fuchs, Life Estate; Betty Podol! a/ka Betty Thompson and Susan Houser a/k/a Susan Hajek, Remainderman** whose mailing address is **2164 State Highway 41, Wilber, Nebraska 68465** (hereinafter called "**Grantor**") does hereby grant, sell, convey and warrant unto **TransCanada Keystone Pipeline, LP**, a limited partnership having its principal place of business at 700 Louisiana Street, Suite 700, Houston, Texas 77002, its successors and assigns (hereinafter called "**Grantee**"), a perpetual permanent easement and right-of-way (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning in place one (1) pipeline, not to exceed thirty-six inches (36") in nominal pipe diameter, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances thereto (it being expressly understood, however, that this Easement shall not give Grantee the right to construct or operate above-ground high voltage electrical transmission

Grantor's Initials

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[ML-NE-SA-54790.000]

lines), for the transportation of oil, hydrocarbon, crude petroleum, petroleum products and all by-products thereof, and any of their constituents, on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Easement Area") located on real property situated in the County of Saline, State of Nebraska owned by Grantor and described as follows:

A tract of land situated in the County of Saline County, in the State of Nebraska, being further described as the West Half of the Northeast Quarter (W/2 NE/4) of Section 14, Township 5 North, Range 3, East of the 6th P.M., as recorded in Book 358 of Records, Page 164, in the Deed Records of Saline County, Nebraska; less and except any conveyances heretofore made.

(the "Property"), together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian ingress and egress over and across the Property and any adjacent land owned by Grantor. In addition, during the original construction of the pipeline (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Work Space," "Temporary Access Easement" and "Additional Temporary Work Space" and are more particularly described in Exhibit A hereto (the "Temporary Work Space").

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Work Space are described in the paragraphs below:

A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area or Temporary Work Space, including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for the reasonably anticipated and foreseeable costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance of the Easement and the proper installation, presence or operation of the pipeline upon the Property, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, diminution in value of the Property, or any other reasonably foreseeable damages attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Easement.

B. If claims or legal actions for damages arise from Grantee's, or anyone acting on the Grantee's behalf, use of this Easement, Grantee will be responsible for those claims or legal actions, and will defend, indemnify and hold the Grantor harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

C. If claims or legal actions arise from the Grantor's, or anyone acting on the Grantor's behalf, entry into, or use of the Easement Area or Temporary Work Space, Grantor will be responsible for those claims or legal actions, and will defend, indemnify and hold the Grantee harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantee or anyone acting on the Grantee's behalf.

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2. Grantee shall have the right to remove all fences from the Easement Area and the Temporary Work Space, as required for purposes of construction or repairs of Grantee's pipeline, and Grantee shall repair all such fences promptly upon completion of construction or repairs on Grantor's Property to substantially the same condition as such fences were in prior to removal by Grantee. Grantee further shall have the right to install access gates in any fences which cross the Easement Area. Grantee and its designated contractors, employees and invitees hereby agree to keep all access gates closed at all times when not in use to prevent the cattle, horses and/or other livestock located on the Property from straying. In addition to the right granted herein, should unanticipated activities necessitate Grantee completing restoration outside the easements granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute trespass. Grantee shall make restitution or reimbursement for actual damage, if any, to the Property in an amount equal to that paid for the Temporary Work Space.

3. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, undergrowth, buildings, engineering works, structures and other obstructions or facilities, without additional compensation, in the Easement Area being conveyed that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, operation, use, inspection, maintenance or repair of said pipeline, or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation from such ground elevation that existed at the time construction is completed, construct any dam or otherwise create a water impoundment within or over the Easement Area without prior authorization of Grantee.

4. Grantor shall, upon thirty (30) days prior notice to Grantee, further have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Easement Area at an angle of not less than forty-five (45) degrees to the Grantee's pipeline; provided, however, Grantor shall exercise said rights in such a manner so that (i) the Grantee's pipeline or its appurtenances located within the Easement Area shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement Area, the Grantee's pipeline and its other appurtenances located thereon are not interfered with; (iii) Grantee shall not be prevented from traveling within and along Easement Area on foot or in vehicle or machinery; (iv) Grantee's pipeline is left with the amount of cover originally installed to allow safe operation of the Grantee's pipeline; (v) the Grantee's pipeline is left with proper and sufficient and permanent lateral support; and (vi) Grantee's use of the Easement Area for the purposes set forth herein is not unreasonably impaired or interfered with.

5. During the original construction of the pipeline (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall also provide suitable crossings on, over and across the Easement Area so as to afford Grantor reasonable access over and across and the Easement Area in accordance with Grantor's customary use of the Property.

6. Grantee shall install the Grantee's pipeline to a minimum depth of forty-eight inches (48") below current grade level and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the pipeline may be installed with a minimum depth of twenty-four inches (24"). Such depth shall be measured from the top of the pipe to the surface of the ground.

7. In areas of cropland, Grantee agrees to cause the topsoil to be removed from the trench to a depth of twelve inches (12") or the topsoil depth, whichever is less, and return, as nearly as practicable, said topsoil to its original, pre-construction position relative to the subsoil.

8. Grantee shall grade and slope the Easement Area and Temporary Work Space in order to restore the same to its pre-construction grade to the extent reasonably possible and to the extent such grade does not interfere with the maintenance and/or safe operation of the Grantee's pipeline.

Grantor's Initials

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9. Notwithstanding anything herein to the contrary, except as otherwise required by applicable laws, regulations or industry standards, Grantee shall not install or maintain any permanent above-ground structures of any kind on or within the Easement Area other than pipeline markers (which markers may be required to be placed along the Easement Area by applicable Department of Transportation Code regulations and other applicable statutes and regulations of governmental authorities) and cathodic protection equipment.

10. In the event Grantee elects to abandon the Easement Area in whole or in part, Grantee may, at its sole election, either leave the improvements in place or remove them. In the event Grantee elects to remove the improvements, Grantee shall restore the Easement Area, as nearly as is practicable, to its condition prior to removal. In the event Grantee elects to abandon the improvements in place, Grantee shall comply with all then applicable federal and state laws, rules and regulations relating to such abandonment.

11. Grantor acknowledges and agrees that the information set forth at Exhibit A hereto, including, without limitation, the location and area of the proposed Easement Area depicted, is approximate and preliminary and is based upon publicly available information, calculations, measurements and estimates without the benefit of site-specific on the ground investigation, inspection or survey; Grantor further acknowledges and agrees that Grantee shall have the right to modify the location of the Easement Area and/or Temporary Work Space within the Property as a result of, among other things, site investigation, inspections or surveys, various engineering factors or to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. In the event such a modification is required by Grantee, Grantee may modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Work Space, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to the Grantor. Without limiting Grantee's right to modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" as aforesaid, Grantor agrees to execute and deliver to Grantee any additional documents Grantee may request to modify or correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.

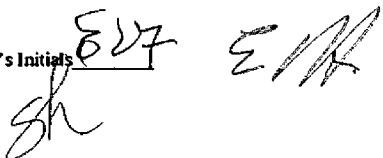
12. Grantee shall comply in all material respects, at Grantee's sole cost, with all applicable federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of the Grantee's pipeline. Notwithstanding the foregoing, Grantee shall not be responsible for any costs that are necessitated, caused by, or are the result of any act or omission of negligence, recklessness, or willful misconduct by the Grantor or anyone acting on the Grantor's behalf.

13. All notices under this Agreement shall be in writing, addressed to TransCanada Keystone Pipeline, LP, 700 Louisiana Street, Suite 700, Houston, Texas 77002 and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving notice of such change to the other party.

14. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

15. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. Except as provided in Section 11, this Agreement shall not be abrogated, modified, rescinded or amended in whole

Grantor's Initials



or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

16. The rights granted hereby to Grantee may be assigned by Grantee in whole or in part, in Grantee's sole discretion.

17. The terms, stipulations, and conditions of this Easement are subject to all applicable laws, regulations, and permit conditions.

18. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

19. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 15 day of June, 2018.

GRANTOR(S):

Ervin V. Fuchs
ERVIN V. FUCHS

BETTY PODOLL a/k/a BETTY THOMPSON

JOHN W. THOMPSON

Susan Houser
SUSAN HOUSER a/k/a SUSAN HAJEK

Eugene J. Hajek
EUGENE J. HAJEK

Grantor's Initials

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SH

GRANTEE: TRANSCANADA KEYSTONE PIPELINE, LP
by its agent TC Oil Pipeline Operations, Inc.

Signed: [Signature]
Name: Brock Taylor
Title: Senior Land Rep

Signed: [Signature]
Name: Denisha Cummings
Title: Land Manager

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

Grantor's Initials

EJY EM
[Signature]

STATE OF NEBRASKA

COUNTY OF Saline

The foregoing instrument was acknowledged before me this 15 day of June 2018

By ERVIN V. FUCHS




Notary Public Signature

Affix Seal Here

STATE OF NEBRASKA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__

By BETTY PODOLL a/k/a BETTY THOMPSON

Notary Public Signature

Affix Seal Here

STATE OF NEBRASKA

COUNTY OF _____

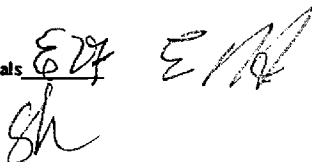
The foregoing instrument was acknowledged before me this _____ day of _____ 20__

By JOHN W. THOMPSON

Notary Public Signature

Affix Seal Here

Grantor's Initials



STATE OF NEBRASKA

COUNTY OF Saline

The foregoing instrument was acknowledged before me this 15 day of June 2018

By SUSAN HOUSER a/k/a SUSAN HAJEK



[Signature]
Notary Public Signature

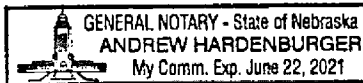
Affix Seal Here

STATE OF NEBRASKA

COUNTY OF Saline

The foregoing instrument was acknowledged before me this 15 day of June 2018

By EUGENE J. HAJEK



[Signature]
Notary Public Signature

Affix Seal Here

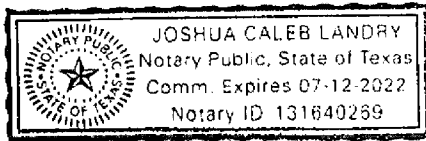
Grantor's Initials

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STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on August 2, 2018, by Brock Taylor, who appeared before me and is personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity as the Sr. Land Rep off for TC Oil Pipeline Operations, Inc. as agent for TRANSCANADA KEYSTONE PIPELINE, LP, a Delaware Limited Partnership, and that by his/her signature on the instrument TransCanada Keystone Pipeline, LP executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



(NOTARIAL SEAL)

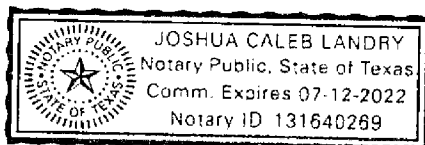
Joshua Landry
Joshua Landry
Notary Public for the State of Texas
Residing at Harris County

My Commission Expires: July 12, 2021

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on August 8, 2018, by Denisha Cummins, who appeared before me and is personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity as the Land Manager off for TC Oil Pipeline Operations, Inc. as agent for TRANSCANADA KEYSTONE PIPELINE, LP, a Delaware Limited Partnership, and that by his/her signature on the instrument TransCanada Keystone Pipeline, LP executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



(NOTARIAL SEAL)

Joshua Landry
Joshua Landry
Notary Public for the State of Texas
Residing at Harris County

My Commission Expires: July 12, 2022

Grantor's Initials

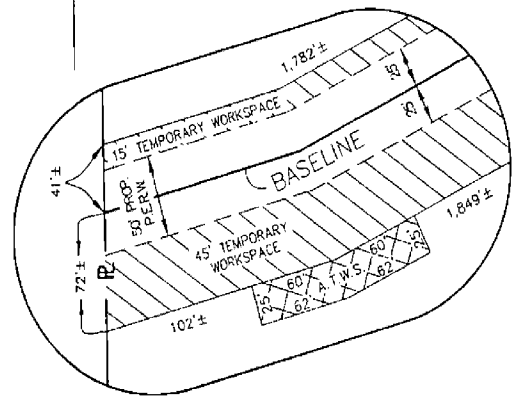
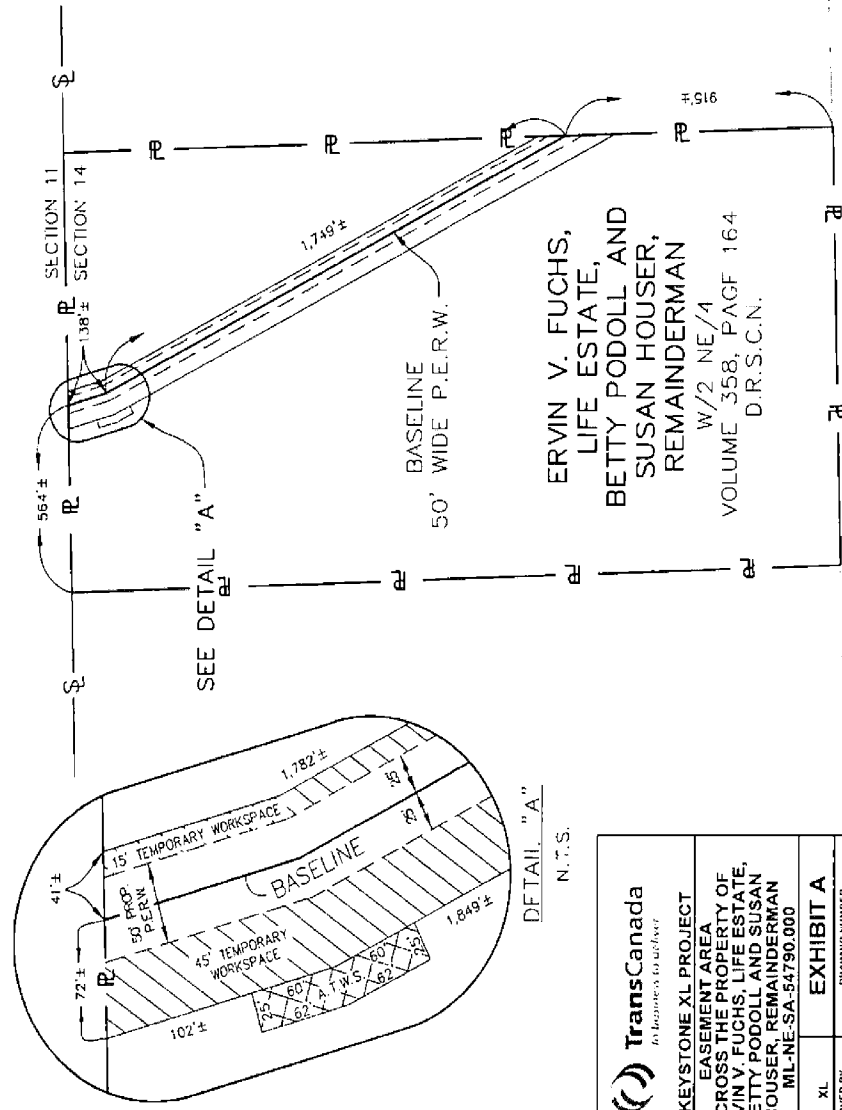
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SALINE COUNTY, NEBRASKA

T-5-N, R-3-E, SECTION 14
ML-NE-SA-54790.000

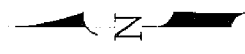
PROPERTY LINE
SECTION LINE
PROPOSED
ADDITIONAL TEMPORARY WORKSPACE
PERMANENT EASEMENT & RIGHT OF WAY
DEED RECORDS OF SALINE COUNTY, NEBRASKA

LEGEND
P.P.P.
A.T.W.S.
P.E.R.W.
D.R.S.C.N.



DETAIL "A"
N.T.S.

VICINITY MAP
N.T.S.



0 250 500
SCALE: 1" = 500'

TRACT LEGAL DESCRIPTION:
W/2 NE/4 OF SECTION 14,
T-5-N, R-3-E

NOTE:
THIS SKETCH DOES NOT MEET THE MINIMUM
STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
IT WAS NOT DERIVED FROM AN ON THE GROUND
SURVEY BUT IS INTENDED FOR RIGHT OF WAY
PURPOSES ONLY.

ERVIN V. FUCHS,
LIFE ESTATE,
BETTY PODOLL AND
SUSAN HOUSER,
REMAINDERMAN
W/2 NE/4
VOLUME 358, PAGE 164
D.R.S.C.N.

TOTAL DISTANCE ACROSS PROPERTY: 1,887' ±
AREA OF PERMANENT EASEMENT: 2.2 ACRES
AREA OF TEMPORARY WORKSPACE: 2.7 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE: 0.1 ACRES

SHEET 1 OF 1

| | |
|--|------------------|
| TransCanada <i>In business to deliver</i> | |
| KEYSTONE XL PROJECT | |
| EASEMENT AREA ACROSS THE PROPERTY OF ERVIN V. FUCHS, LIFE ESTATE, BETTY PODOLL AND SUSAN HOUSER, REMAINDERMAN ML-NE-SA-54790.000 | |
| PROJECT | EXHIBIT A |
| APPROVED BY | DRAWING NUMBER |
| DJS | XL-06-ML-SK-4376 |
| NO. | REVISION |
| | DATE |
| | |
| | |
| | |
| | |
| SCALE | DATE |
| 1" = 500' | 03/15/18 |
| | CHECKED BY |
| | ML |
| | CA |

exp.

SK EUT EMT