

14074

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CONOCO INC., a Delaware corporation, and SINCLAIR OIL CORPORATION, a Wyoming corporation (collectively "Grantors") do hereby grant and convey, without warranty, either express or implied, to HEARTLAND PIPELINE COMPANY, a Texas general partnership ("Grantee"), its successors and assigns, a nonexclusive Easement to construct, operate, maintain, inspect, and remove a six-inch pipeline over, through, and on the tract of land situated in Lancaster County, Nebraska, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with the right of ingress and egress to and from said pipeline, at points designated by Grantors, for the purposes aforesaid.

The Easement herein granted is subject to any prior easements, oil and gas leases, or any other grants, conveyances, or contracts affecting the land of Grantor described herein.

The Easement is granted subject to the following conditions:

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1. Grantee shall construct and operate its said pipeline in conformity with all applicable federal, state, and local safety regulations issued by appropriate governmental agencies having jurisdiction in the premises. Notwithstanding the foregoing, Grantee hereby covenants to bury its pipeline to a minimum depth of four feet.

2. Grantee shall pay for all damages to fences, crops, premises, and improvements of the Grantors or any third party which may be suffered by reason of construction, maintenance, operation, or use of said pipeline.

3. Grantee will provide Grantors with an as-built survey which will be attached to and become a part of this Agreement. The beginning and ending points of the survey shall be tied to property corners by angles and distance and tie points shown every 200 feet.

4. Grantors shall have the right to use fully and enjoy the above-described premises, not inconsistent with the rights hereinabove granted and in the event the business or operations of Grantors should make it necessary or desirable in the Grantors' sole discretion to use the property which is subject to the Easement in a manner which would make it necessary or advisable to relocate said pipeline, Grantee, at its sole expense, will accomplish such relocation within 60 days after it is notified to do so by the Grantors. In the event relocation is required, Grantors will use their

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best efforts to furnish Grantee with suitable right-of-way for the relocation at another location on Grantors' property at no additional cost, subject to the terms of this instrument. Such notice shall designate the location on Grantors' property to which the pipeline is to be relocated. Grantee agrees, in the event of such request by Grantors, that in accomplishing any relocation, it will leave the property which is subject to the Easement in substantially the same condition as when entered upon by the Grantee.

5. Grantee shall assume and be liable for and shall release, defend, indemnify and save Grantors, their parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, demands, damages and causes of action of whatsoever kind (whether of the parties hereto or any third party) in any way arising out of or resulting from the construction, relocation, maintenance, inspection, removal, or operation of said pipeline, whether such claims or damages result from the negligence of either party hereto, or from breach of contract, or in tort or strict liability, or otherwise; provided, however, that Grantee shall not be required to indemnify Grantors for any claims or damages resulting from the sole negligence or willful misconduct of Grantors.

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6. This Agreement shall be automatically terminated and cancelled when Grantee, its successors or assigns, cease continually to use the Easement for the purposes of which it is granted for a period of 12 months without the necessity of any action of either party hereto, or for noncompliance with the terms hereof. Should such Easement terminate, the pipeline and all appurtenances thereto shall revert to and become the sole property of Grantors.

This Agreement contains all of the agreements and stipulations between the Grantors and Grantee with respect to the granting of the Easement, and the same shall inure to the benefit of and be binding upon the Grantors and Grantee and their respective successors and assigns; provided, however, that Grantee shall not have the right to assign this Agreement or any of its rights hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Grantors, which consent shall not be unreasonably withheld.

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IN WITNESS WHEREOF, the undersigned have executed this
Right-of-Way Agreement this 11th day of March, 199².



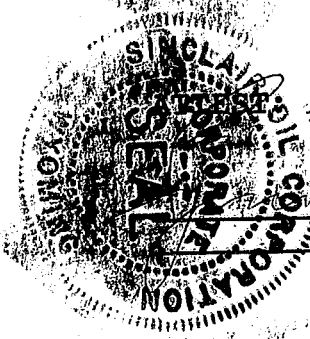
ATTEST:

Shirley B. Cobb
Assistant Secretary

GRANTORS:

CONOCO INC.

By: Bob Walber vs
Title: Vice President



SINCLAIR OIL CORPORATION

By: C. W. Fink
Title: SENIOR VICE PRESIDENT



ATTEST:

Donna B. Munn
V.P. and Secretary

GRANTEE:

HEARTLAND PIPELINE COMPANY

By: Enron Liquids Pipeline Company, General Partner

By: [Signature] Be
Title: V.P.

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STATE OF TEXAS)
COUNTY OF HARRIS)

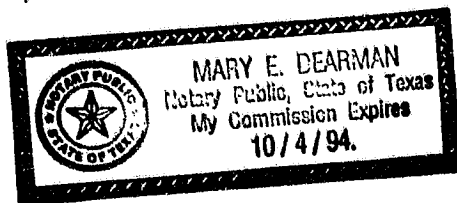
The foregoing instrument was acknowledged before me this 11th day of March, 1992, by Bob Walker, Vice President of CONOCO INC., a Delaware corporation, on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

10/4/94

Mary E. Dearman
Notary Public, State of Texas



STATE OF Utah)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18 day of February, 1992, by C.W. Fink, Vice President of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

1-7-95

Wendy S. Lloyd
Notary Public
State of Utah



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STATE OF Texas)
COUNTY OF Harris)

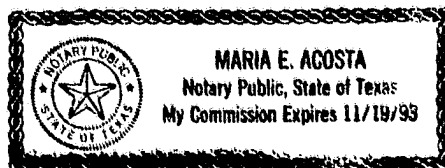
The foregoing instrument was acknowledged before me
this 27th day of August, 1991, by George A. Rood
Vice President - Operations of ENRON
LIQUIDS PIPELINE COMPANY, a Delaware corporation, general
partner of HEARTLAND PIPELINE COMPANY, a Texas general
partnership, on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

11-19-93

Maria E. Acosta
Notary Public
State of Texas



8.
W.O. #: J79046
Tract #: L-47

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:

Lot 18 of Irregular Tracts in the Northwest Quarter -
(NW $\frac{1}{4}$) of Section 1, Township 8 North, Range 6 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.

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T8N-R6E
LANCASTER COUNTY, NEBRASKA

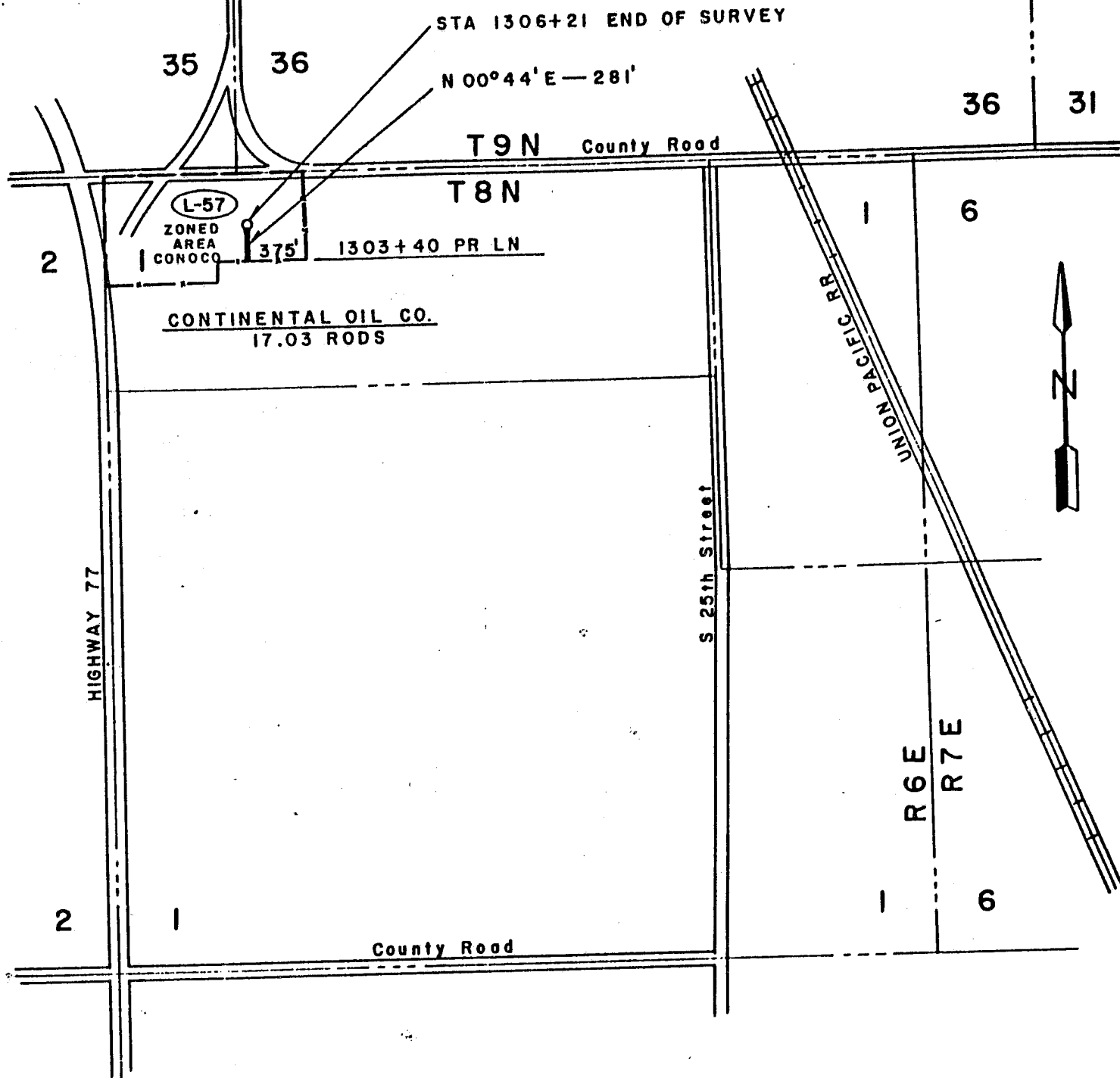


EXHIBIT "A"
Page 2 of 2

(6" HEARTLAND PIPELINE)

HEARTLAND PIPELINE COMPANY
Houston, Texas

PLAT of a PROPOSED PIPELINE CROSSING
PROPERTY of CONTINENTAL OIL CO.
17.03 RODS In LOT 18 of SECTION 1 T8N-
R6E LANCASTER COUNTY, NEBRASKA

PLAT 73 (REVISED) 3/3/90

DRAWN J. A.	DATE 3/3/90	CK F. S. F.	SCALE 1"=1000'
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LANCASTER COUNTY, NEB
Don Galt
REGISTER OF DEEDS

APR 6 1 04 PM '92
14674

INST. NO. 92

ENRON CORP
P O BOX 1188
HOUSTON TEXAS 77251 1188

9/24
\$50.50
BLOCK
COUNT
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