

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,

Valley Feed Yards Inc., A Corporation

hereinafter 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 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 50

feet in width, said right of way being 15 feet on the North/West side and 35 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 Douglas

State of Nebraska to wit:

The West Three-fourths of the North Half of Section 34, and that part of the South-half of Section 34, known as Government Lot No. 4, and accretions thereto, all being in Township 16 North, Range 9 East.

The pipeline shall be constructed as shown on Plat No. 803-N-SA-50 and DO-1 attached hereto and made a part hereof.

It is agreed that grantee shall have the temporary use of additional working space during construction of its pipeline across the Platte River. The area of this temporary working space shall consist of a plot 220 feet easterly and westerly by 200 feet back from the river. The right to use this temporary working space shall cease as soon as the construction of the pipeline is completed.

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 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.

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) (is not) rented for the period beginning _____, 19____ to _____, 19____ on (cash) (crop) basis to W/tenant Ray's Valley Lakes, Inc.

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

In Witness Whereof the said Grantor has hereunto set its hand and seal this 14 day of March, 1968.

VALLEY FEED YARDS INC. A CORP.

WITNESS:
ATTEST
LeRoy W. Smith
Secretary

BY: * Everett L. Smith
President



STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, That in this _____ day of _____, A.D., 19____ before me, a Notary Public in and for said County and State, personally appeared _____

_____ 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 official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

FOR USE ONLY BY WIFE IN TEXAS

STATE OF TEXAS }
COUNTY OF _____ }

Before me _____, a Notary Public, on this day personally appeared _____ wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument and, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____, 19____

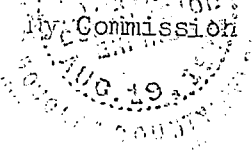
My commission expires _____ Notary Public

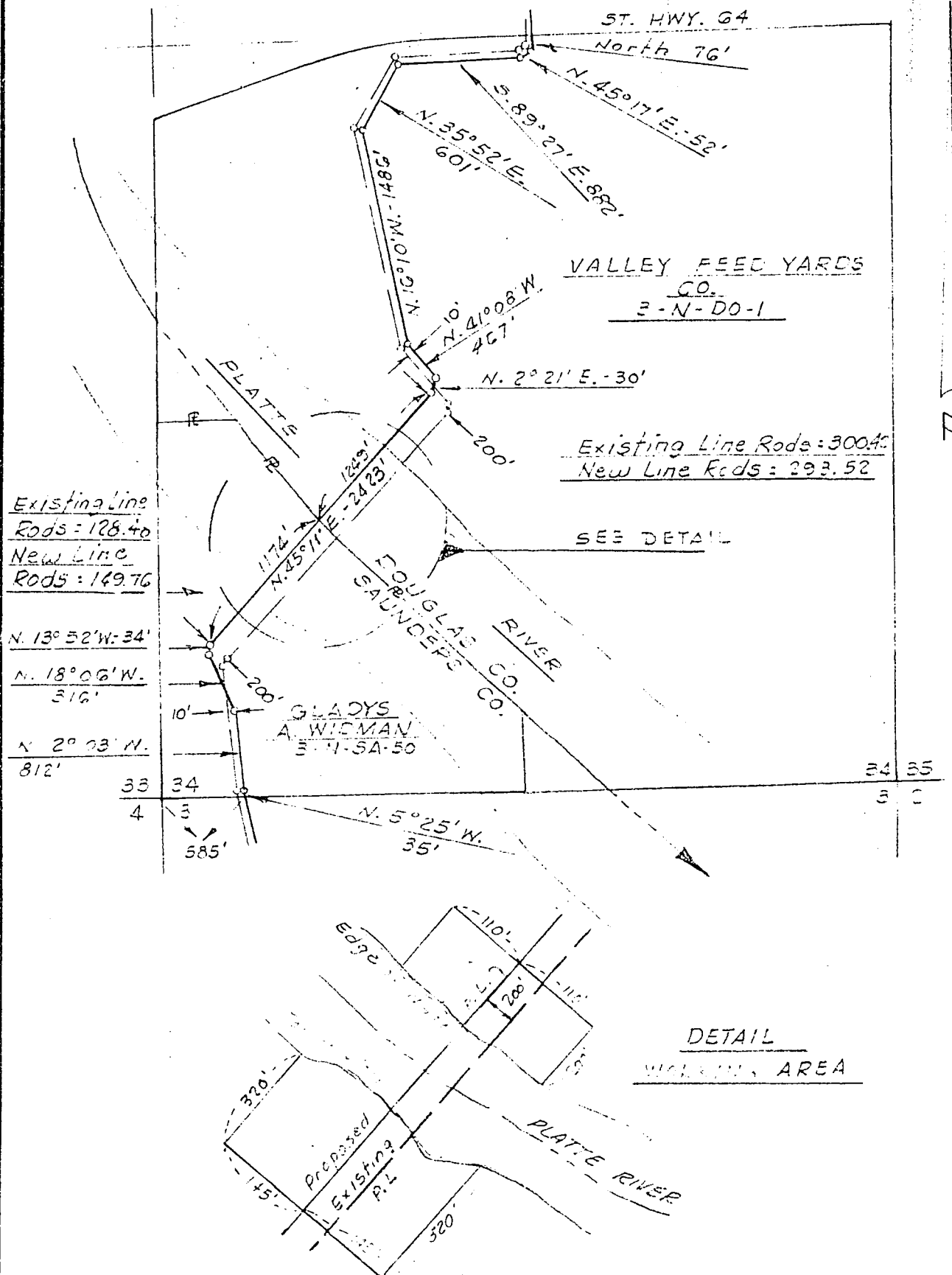
State of Nebraska) SS
County of Douglas, the undersigned, a Notary Public, in and for said County and State, on this 14th day of March, 1968, personally appeared Everett L. Smith and Vern W. Smith to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such Corporation for the uses, purposes and consideration therein set forth and in the capacity therein stated.

Given under my hand and seal of office the day and year last above written.

My Commission expires:

David M. Dally
Notary Public





Existing Line
Rods = 128.40
New Line
Rods = 149.76

Existing Line Rods = 300.40
New Line Rods = 293.52

N. 13° 52' W. - 34'
N. 18° 06' W. - 516'
N. 2° 23' W. - 812'

SEE DETAIL

DETAIL
WICMAN'S AREA

MID-AMERICA PIPELINE COMPANY
TULSA, OKLAHOMA

PROPOSED 8 5/8" PIPELINE CROSSING
PLATTE RIVER
SEC. 34, T-16-N, R-9-E, DOUGLAS CO., NEB

DRAWN H. A.

803-N-SA-50

SCALE 1" = 1000'

DATE 12-18-67

APPROVED

2
Miscel

RECEIVED

D

1968 MAY 29 AM 9 17

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Tucker, Okla., 74119

THE STATE OF NEBRASKA ss.
Douglas County

Entered in Numerical Index and filed
for Record in the Office of the Register of
Deeds of said County and recorded in

Book 464 of Miscel

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Thomas J. O'Connor
Register of Deeds

BY _____
Deputy

MAV. Bil-America Title Co

1437 So. Boulder Ave

34-76-9 495

34-16-9