

Affects Ginger Cove +  
Lot C of Gingerwoods

78 283

MA-98 - Rev. 1-69

52-E-10-1

# 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 to the aggregate of Five Dollars (\$2.00) per foot for each linear foot of pipeline to be constructed under the terms hereof, to be paid after a reasonable completion of the route of the line has been completed, and before construction is commenced, I, or us, Valley Feed Yards, Incorporated, a Nebraska corporation, BY

Everett L. Smith, President

hereinafter referred to as "Grantor" (whether one or more); do hereby grant, bargain, sell and convey unto MAPCO Inc., 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 ~~hereinafter~~ and other appurtenances, within the confines of a right of way 50 feet in width, said right of way being 35 feet on the North/West side and 15 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:

Government Lot Two (2), and accretions thereto, and Government Lot Three (3), and accretions thereto, and Government Lot Four (4), and accretions thereto, Section 34, Township 16 North, Range 9 East

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 ~~hereinafter~~ to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantee 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, nor permit others to build, construct or create any building or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line ~~hereinafter~~.  
Grantee agrees to pay to the then owners and to any person, 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 directly to the said Grantee at any one of them.  
Grantor hereby represents to grant herein the above the route of the pipeline ~~hereinafter~~ to be constructed hereunder should cross any creeks, rivers or other waterways located on the above described land then Grantee shall have the right and temporary access to additional working space when such is necessary for construction and Grantee shall be paid all damages which Grantee suffers by reason of Grantee's use of said additional working space.

Grantee represents that the above described land (by ~~its~~) for the period beginning April 22, 1967 to April 27, 1967 is owned by Ray's Valley Farms, Inc.

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

In Witness Whereof, I, the Grantor, do hereby sign and seal this 27th day of April, 1967.



Valley Feed Yards, Inc.  
Everett L. Smith  
Everett L. Smith, President

BOOK 478

STATE OF IOWA, County of \_\_\_\_\_

Before me, a notary public qualified in said county, personally came

Everett L. Smith

President of

Valley Feed Yards, Inc.

a corporation,

to be the President and identical person who signed the foregoing instrument, and acknowledged to me that the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the corporation and that its corporate seal was thereto affixed by its authority.

and notarial seal on March 15, 1923

*[Signature]*

Notary Public

My commission expires August 31, 1923



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 she 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, this \_\_\_\_\_ 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 mentioned in the foregoing instrument and

having been furnished by her privy and apart from her husband, and having the same fully explained to her, she said \_\_\_\_\_ acknowledged such instrument to be her own act and deed, and testified that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to annul it.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

*H. Mace*

APR 11 1923

*Charles Carter*

*31-16*