

For and in consideration of the sum of Five and No/100 Dollars (\$5.00) to it in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, STRAUSS BROTHERS CONSTRUCTION COMPANY, a Nebraska corporation hereinafter styled Grantor, its successors or assigns, does hereby grant to GREAT LAKES PIPE LINE COMPANY, hereinafter styled Grantee, its successors or assigns, the right at any time or times to construct, maintain, inspect, operate, protect, repair, replace, change the size of and remove a pipe line or pipe lines and appurtenances for the transportation of oil or oil products, gas and water and, if necessary, to construct, maintain, operate, repair, remove and replace communication and control facilities along a route to be selected by Grantee with the right of ingress and egress at convenient points to and from said facilities or any of them for the purposes aforesaid on, over and through certain lands situate in the County of Douglas and State of Nebraska and described as follows:

That part of Lots 13, 14, 15 and 18 of Block 9 and that part of Lots 9 & 10, Block 10 of MAPLEVIEW ADDITION, SECTION II, a subdivision of land according to the recorded plat thereof in Section 10, Township 15 North, Range 12 East, described as follows:

Assuming the North line of the Southwest Quarter (SW $\frac{1}{4}$) of Section 10, Township 15 North, Range 12 East of the 6th P.M. to be due East and West:

Commencing at a point 92.77 feet and on a bearing of North 90° 00' 00" East from the Northwest corner of the said Southwest Quarter (SW $\frac{1}{4}$); thence on a bearing of South 0° 05' 28" West and running a distance of 313.81 feet to a point; thence on a bearing of South 4° 03' 22" West and running a distance of 148.19 feet to the point of beginning, said point being on the North line of Lot 13, Block 9, Mapleview Addition, a subdivision of Douglas County, Nebraska, as surveyed, platted and recorded; thence on a bearing of North 86° 06' 16" West and running along the north line of said Lot 13, Block 9, Mapleview Addition a distance of 12.00 feet to a point; thence on a bearing of South 4° 03' 22" West and running a distance of 367.06 feet to a point on the South property line of Lot 18, Block 9, in said Mapleview Addition; thence on a bearing of South 0° 16' 21" West and running a distance of 181.85 feet to a point; thence on a bearing of North 4° 03' 22" East and running a distance of 548.54 feet to the point of beginning.

The said Grantor, its successors or assigns may use and enjoy the said premises except as inconsistent with the rights herein given Grantee, its successors and assigns. Grantor agrees, for itself, its successors and assigns, that it will not erect, construct or create any building, improvement, structure or obstruction of any kind either on, above or below the surface of the ground on the land above described, or change the grade thereof, or cause or permit these things to be done by others, without the express written permission of the Grantee. The Grantor shall assume, indemnify and save harmless the Grantee,

its successors and assigns, from all cost, loss, damage, expense or claim of any nature arising from any acts of the Grantor so permitted.

Grantee, for itself and its successors or assigns hereby covenants, insofar as it is practicable so to do, to bury said pipe line or pipe lines so as not to interfere with the ordinary cultivation of that part of said premises which at the time of construction has been under cultivation, except that, at the option of Grantee, said pipe lines may be placed above any stream, ravine, ditch or other water course.

All damage to crops and timber and fences, buildings, drain tile and other improvements on said premises which Grantor may sustain by reason of Grantee's exercise of aforesaid rights shall be paid for, except as herein otherwise provided, within a reasonable time after such damage is sustained. In addition to this, there shall be paid upon the laying of the first line of pipe an additional compensation at the rate of one dollar per rod for each lineal rod or fraction thereof of pipe laid on the above described premises. Thereafter, upon the laying of each additional line there shall be paid one dollar per lineal rod, or fraction thereof, of said additional lines so laid. It is agreed that any payment due hereunder may be made direct to said Grantors as their interests appear of record or to any one of them for the benefit of all by depositing to the credit of such Grantors or such one of them in _____ Bank of _____ and payment so made shall be deemed and considered as full and complete payment to Grantors. If the amount of damages to fences, crops or buildings, drain tile and other improvements and timber which may be sustained by reason of Grantee's exercise of aforesaid rights cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns and the third by the two so appointed by the aforesaid, the award of two of such persons being final and conclusive. Communication and control facilities, if constructed above ground, shall be located along the property or fence lines.

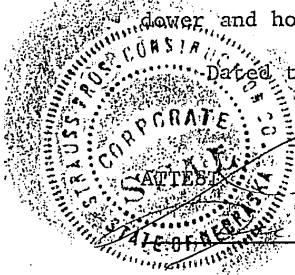
The herein granted rights may be assigned in whole or in part.

Grantors hereby release and waive all rights under and by virtue of the power and homestead exemption, if any, of said state.

Dated this 20 day of November 1962.

STRAUSS BROTHERS CONSTRUCTION COMPANY

By James A. Stamm
President



[Signature]
Secretary

STATE OF NEBRASKA)

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 20th day of November, 1962, personally appeared

James A. Shuman, President of the Stream Beam Construction Co., a corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as President for the Stream Beam Construction Co., a corporation, for the uses and purposes set forth.

Witness my hand and official seal.

Betty J. Johnson
Notary Public

My Commission expires May 4, 1967.



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THOMAS J. JOHNSON
NOTARY PUBLIC

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Book 389 of Mead
Page 737

James A. Shuman

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