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Authorization No. P-6093

DEED NUMBER 75729

GRANT OF EASEMENT

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, (Grantor) for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby grant and quit claim to MAPCO, Inc., a Delaware corporation, (Grantee) its successors and assigns, the right, privilege and easement to construct, maintain, inspect, operate, protect, repair, replace or remove a pipeline, within the confines of a right of way 50 feet in width, said right of way being 35 feet on the west side and 15 feet on the east side of a line surveyed and established as the center line of a four (4) inch pipeline constructed for the transportation of anhydrous ammonia, together with the right of ingress and egress to and from the same for the purposes aforesaid, upon and across the lands situated in the County of Washington and State of Nebraska, described as follows, to-wit:

Tax Lots 71, 72, 102 and 104 in the North 1/2 of Section 7 of Township 18 North, Range 12 East of the 6th Principal Meridian, said center line being more particularly located across Tax Lots 71, 104 and 102 as follows:

Tax Lot 71: Beginning at a point in the West line of Tax Lot 71 in the NE 1/4 of the NW 1/4 of said Section 7, said point being 709.5 feet West and 90 feet South of the N 1/4 corner of said Section 7; thence S 65° 00' E a distance of 779.15 feet to a point in the East line of said Tax Lot 71, said point being 420 feet South of the N 1/4 corner of said Section 7, and being in all a total distance of 779.15 feet or 47.22 rods in length, more or less.

Tax Lot 104: Beginning at a point in the West line of the NW 1/4 of the NE 1/4 of Section 7, T-18-N, R-12-E, Washington County, Nebraska, said point being S 0° 33' 30" W a distance of 420 feet from the Northwest corner of said NW 1/4 of said NE 1/4; thence S 65° 00' E a distance of 22.78 feet to a point; thence S 35° 51' E a distance of 388.96 feet to a point; thence N 79° 03' 45" E a distance of 228.14 feet to a point; thence S 43° 48' 30" E a distance of 22.26 feet to a point in the southerly line of said Tax Lot 104, said point being on the northerly R.O.W. of old U.S. Highway No. 30, and being in all a total distance of 662.14 feet or 40.13 rods in length, more or less.

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Tax Lot 102. From a point in the West line of the NW 1/4 of the NE 1/4 of Section 7, T-18-N, R-12-E, Washington County, Nebraska, said point being S 0° 33' 30" W a distance of 420 feet from the Northwest corner of said NW 1/4 of said NE 1/4; thence S 68° 00' E a distance of 22.78 feet; thence S 35° 51' E a distance of 388.96 feet; thence N 79° 03' 45" E a distance of 228.14 feet; thence S 43° 48' 30" E a distance of 105.4 feet to the point of beginning, said point being on the northerly line of Tax Lot 102 and on the southerly R.O.W. of old U.S. Highway No. 30; thence continuing S 43° 48' 30" E a distance of 320.01 feet to a point on the southerly line of Tax Lot 102, said point also being on the northerly R.O.W. of new U.S. Highway No. 30, and being in all a total distance of 320.01 feet or 19.39 rods in length, more or less.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee upon and subject to the following conditions:

It is agreed that the work of construction and maintenance of said pipeline shall be done and completed in a good and workmanlike manner so as not to interfere with or endanger the use of said premises by the Grantor, and that the pipeline to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation and uses of the surface, and the Grantor, its successors and assigns, shall have the right to use and enjoy fully the above described premises for such purposes, in such manner and at such time as it shall desire, the same as if this instrument had not been executed by it, subject only to the rights herein granted.

The Grantee shall pay all taxes, general and special, and all fees or other charges which may become due or which may be assessed against said premises because of the construction, existence or operation of said pipeline.

The Grantee agrees to assume and pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto however arising from or in connection with the construction, maintenance, inspection, operation, protection, repair, replacement or removal of said pipeline, or any defect therein or failure thereof, and the Grantee forever indemnifies the Grantor against and agrees to save it harmless from any and all claims, demands, law suits or liability for any such loss, damage, injury and death, costs and expenses, except when such loss, damage, injury or death is caused by the negligence of the Grantor, its successors or assigns.

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If the Grantee or its successors or assigns shall ever discontinue the use of said pipeline or remove the same, this easement shall terminate and all interests in said premises granted by this instrument shall revert to the Grantor, its successors and assigns.

This instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

IN WITNESS WHEREOF this instrument is signed and sealed this 15th day of January, 1970.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By Robert W. Mickey
Robert W. Mickey
Assistant Vice President



ATTEST:
G. L. Vargason
G. L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15th day of January, 1970, before me, a notary public in and for said county, personally came the above named ROBERT W. MICKEY, Assistant Vice President of Chicago and North Western Railway Company, who is personally known to me to be the identical person whose name is affixed to the above instrument as Assistant Vice President of said corporation, and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid.

A. S. Fleck
A. S. Fleck Notary Public

FLECK
NOTARY
Commission expires:
August 23, 1970

Recorded
General
Numerical
Photostat

State of Nebraska }
County of Washington } SS 192
Entered in Numerical Index and filed for record
this 5 day of March
A. D. 1970 at 9:15 o'clock P.
and recorded in book 40 at page 179-181

James M. Sullivan
County Clerk