

PIPELINE EASEMENT

W.D. 2271

Line # _____
Tract # _____

KNOW ALL MEN BY THESE PRESENTS:

That Heleen H. Beutel (A Widow)

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Five Dollars and other valuable considerations, the receipt of Five Dollars Dollars (\$ 5.00) of which is hereby acknowledged, does hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, or pipelines, and appurtenances thereto, on, over, under, across and through a strip of land Eighty feet (80) in width across the following described land situated in the County of STEVENS and State of SDAK, to-wit:

NE 21 T 32S - R 26W.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said land across the adjacent property of the Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than 0 feet (0) in width on each side of the easement strip referred to above for working space only.
3. That during construction the Grantee will bury all line pipe to provide a minimum cover of 3 1/2 inches except in rock where a minimum cover of 3 1/2 inches will be provided.
4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of the Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's facilities.
5. That Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.
6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.



STATE OF KANSAS
COUNTY OF STEVENS SS.
This instrument was filed for record on the
_____ day of August A.D. 19 72
at _____ o'clock AM, and duly recorded in
Book 16 at page 133 fee \$6.00
Heleen H. Beutel
Register of Deeds

86/253

7. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being 100 feet on the Right side and 100 feet on the Left side of the centerline thereof.

8. That in the event that the Grantee or its assigns shall at any time construct one or more additional lines of pipe within its easement strip the then owner of the land subject to this easement shall be entitled to receive an additional consideration of \$1000.00 for each pipeline so constructed, plus damages as provided for in Paragraph 4, above.

9. That the rights of the Grantee may be assigned in whole or in part.

10. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 11th day of July, 1979.

Helen H. Buntton

STATE OF Kansas
COUNTY OF Stevens

On this 11 day of July, A.D., 1979, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Helen H. Buntton

whose address is 1100 S. Main, Hugoton, Kansas 67951

to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that she signed, executed and delivered said instrument as her free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written.

(S E A L)

LOIS MANN
NOTARY PUBLIC
My Commission Expires: March 11, 1982
Stevens County, Kansas
My Appt. Exp. Mar. 11, 1982

Lois Mann

504 French, Hugoton, Kansas 67951
Address

STATE OF _____
COUNTY OF _____

On this _____ day of _____, A.D., 197____, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared _____

whose address is _____

to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed, executed and delivered said instrument as _____ free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (S E A L)

My Commission Expires: _____

Address

This instrument drafted by:
Northern Natural Gas Company
2223 Dodge Street
Omaha, Nebraska 68102

M. J. Mann
R/W Agent