

EASEMENT GRANT AND AMENDMENT

It is the intention of the Grantor to, and Grantor does, give, grant, bargain, sell, convey and warrant to Grantee the easements, rights and privileges aforesaid under, upon, over and through said strip of land. The consideration stated herein shall also compensate for the construction of an additional pipeline on said right of way and easement strip. The parties agree and confirm that Grantee may use such area contiguous to the aforesaid strip as may be reasonably necessary in the exercise of its easement rights.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to crops, fences, and timber directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipeline has been installed following the execution of this instrument, Grantee shall have the right, without payment of damages, to keep the said right of way and easement clear of trees, undergrowth, lakes, ponds, buildings, structures and other improvements.

Delay of Grantee in locating or determining the additional right of way herein conveyed, or in the user of any other right or easement hereby granted, or in the laying or installing any line or additional lines in or along said rights of way, shall not result in the loss, limitation, or abandonment of any of the right, title, interest, easement or estate hereby granted. All of the grants, rights, privileges, easements, terms and conditions of the Grantee's original easement grant(s) herein above described or referred to are hereby ratified and confirmed with respect to the lands hereinabove described and the said fifty foot strip except as the same are specifically amended and supplemented hereby.

The terms and provisions hereof shall inure to and be binding upon the parties hereto, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument is executed, signed and sealed by the undersigned this 26 day of April, 1967.

WITNESSES:

C. A. Sloan
C. A. Sloan
Hylda Sloan
Hylda Sloan

Victor E. Finup (SEAL)
Victor E. Finup
Jeanette O. Finup (SEAL)
Jeanette O. Finup (SEAL)
J. W. Stewart
Mortgager
J. W. Stewart

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Handwritten mark