

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to \$15.00 per rod, for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, James L. Jellison and Virginia L. Jellison, husband and wife, hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto Mid-America Pipeline Company, a Delaware Corporation, duly authorized to transact business in the State of New Mexico, 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 or pipelines, aboveground gate valves and other appurtenances, including electric lines, cathodic protection equipment, and other devices for the control of pipeline corrosion, within the confines of a right-of-way Fifty (50) feet in width, said right of way being Thirty-five (35) feet on the North/East side and Fifteen (15) feet on the South/West 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, gas 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 Sandoval, State of New Mexico, to wit:

Tract No. 3 of the Las Huertas Subdivision according to the plat thereof filed in the office of the County Clerk of Sandoval County, New Mexico, on or about March 5, 1971, containing approximately 11.78 acres and being located within the North Half of the Northeast Quarter (N 1/2 of the NE 1/4) of Section 30, Township 13 North, Range 18 East, NMPM, Sandoval County, New Mexico

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 or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor 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 buildings or other structures on the herein granted right-of-way that will interfere with the normal operation and maintenance of the said pipeline or pipelines, without the express written consent of Grantee.

Grantee agrees to pay to the then owners and to any tenant, 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 direct to the said Grantor or any one of them. Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land, or other places requiring extra work space, the Grantee shall have the right and temporary access to additional work space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

certification on file at this agency as notice in the statement of document as a necessary operation in the generation of an inviolate document file.

Josie PARZA
1-7-31-95

It is hereby understood the party securing this grant on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Grantor represents that the above described land (is) (is not) rented for the period beginning _____, 19____ to _____, 19____ on a (cash) (crop) basis to _____

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor s have hereunto set their hands and seal s this 23rd day of June, 1995.

WITNESS:

Julian A. Lora
James A. Lora

GRANTOR:

James L. Jellison
Virginia L. Jellison

(Individual)

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss

BE IT REMEMBERED, that on this 23rd day of June, A.D., 1995 before me, a Notary Public, in and for said County and State, personally appeared James L. Jellison and Virginia L. Jellison, husband and wife, to me known to be the identical persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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, the day and year first above written.

My commission expires:

11-08-98

Janette Gatewood
NOTARY PUBLIC



OFFICIAL SEAL
JEANETTE GATEWOOD
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 11-08-98

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STATE OF NEW MEXICO } ss
COUNTY OF SANDOVAL }
This instrument was filed for record on
AT: 1:05 JUL 25 1995 A.M.
Recorded in Vol. Misc 334
of records of said county, folio 863
Sally Padilla, Clerk & Recorder 864
By: [Signature] Deputy [Signature]