

**Know All Men by These Presents:**

That Reinal H. (Bey) Ebert, A. Boyd Ebert,

Philip S. Ebert, & Phyllis V. Ebert,

of the County of Jefferson and State of Nebraska

consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of the above consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe is surveyed and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out, this expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances hereunto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska to-wit:



The Southeast quarter (SE4) of Section 28, Township 14, Range 11.

**TO HAVE AND TO HOLD** unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantor, any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That grantee, upon written application by the grantor, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with this exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line of some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantor, or of representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

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 respective parties

IN WITNESS WHEREOF we have hereunto set our hands this \_\_\_\_\_ day

of July, 1962

Reinal H. (Bey) Ebert  
Philip S. Ebert  
Phyllis V. Ebert

Harold Beckler  
Agent of W & W Agent.

RECORDED IN S.A. 11-1-62  
INDEXED IN S.A. 11-1-62  
#30 REC-174

STATE OF Colorado }  
COUNTY OF Jefferson }

On this 9th day of July A. D. 1967 before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Arnold H. (Ray) Lorenz and A Hope Lorenz

(If we known to be the identical person, whose name is subscribed to the foregoing instrument as Grantor, and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.  
Milton Peterson  
Notary Public in and for Jefferson County, day of July 1967

STATE OF Colorado }  
COUNTY OF Denver }

On this 9th day of July A. D. 1967 before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Ralph E. Lorenz and Phyllis J. Lorenz, his wife

(If we known to be the identical person, whose name is subscribed to the foregoing instrument as Grantor, and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.  
Milton Peterson  
Notary Public in and for Denver County, day of July 1967

My commission expires the 9th day of May 1967  
Note: Notaries are state wide officials.

EASEMENT GRANT  
FROM  
NORTHERN NATURAL GAS COMPANY  
TO  
STATE OF NEBRASKA  
COUNTY,  
Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded \_\_\_\_\_  
in Book \_\_\_\_\_ of \_\_\_\_\_  
at Page \_\_\_\_\_  
Register of Deeds  
Depue

Milton Peterson  
P. E. Lorenz  
1967

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ before me,

personally came the above named \_\_\_\_\_ duly commissioned and qualified in and for said County, \_\_\_\_\_  
President

Secretary of \_\_\_\_\_ who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS, my hand and official seal at \_\_\_\_\_ in said County, the date aforesaid.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Notary Public