

PIPELINE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of the performance by Grantee of the covenants and promises by it herein made,

A.B.L. Rentals

herein, whether one or more, called Grantor, does hereby grant and convey unto City of Nebraska City, Nebraska, its successors or assigns, herein called Grantee, the right, privilege and easement to construct, operate, inspect, maintain and replace a pipeline and appurtenances thereto for the transportation of liquid or gaseous substances of any sort over and through the following described lands, together with the right to remove said pipeline at will, in whole or in part, and the right of ingress and egress at convenient points to and from said premises for the purpose of exercising and enjoying the rights and privileges herein granted, such premises being located in the County of Otoe, State of Nebraska, and described as follows:

Part of the Southeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 14 East of the 6th Principal Meridian in Nebraska City, Otoe County, Nebraska, described as follows:

Beginning at the Southeast Corner of Lot 1, ALCO SUBDIVISION as recorded in Plat Book 1, page 42, Otoe County Register of Deeds office, thence West along the South line of said Lot 1 to the Southwest Corner of said Lot 1, thence South 8.0 feet along a line perpendicular to the South line of Said Lot 1, thence East along a line parallel with and 8.0 feet South of the South line of said Lot 1 to a point 190.0 feet West of the East line of said Lot 1, thence South 7.0 feet on a line perpendicular to the said South line of Lot 1, thence East 190.0 feet along a line parallel with and 15.0 feet South of the Said South line of Lot 1, thence North 15.0 feet along a line perpendicular to the said South line of Lot 1, to the point of beginning containing 0.11 acres, more or less.

Grantee shall have the right of ingress and egress at convenient points over said property and the property of the Grantor adjacent thereto, for any purpose necessary in connection with the surveying, laying, construction, repair, operation, inspection, maintenance, altering, replacing, moving or removing said pipeline, and the right to make such excavations on said premises as shall be necessary or requisite to accomplish such purposes.

Grantee shall have the permanent right, privilege and authority to cut down, clear or grub out any trees, brush or shrubs which in the opinion of the Grantee may interfere with or endanger the surveying, laying, construction, operation, repair, alteration or maintenance, inspection, replacement, moving or removing of said pipeline.

Grantee shall at all times exercise all due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said premises, and shall indemnify and save harmless the Grantor from any such damage occurring to such property by reason of the surveying, laying, construction, operation, repair, alteration, inspection or maintenance of said pipeline. Grantee shall replace in good and workmanlike manner all tile, terraces and waterways damaged in the construction or maintenance of its pipeline hereunder.

