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.

Grantors, their heirs and assigns, reserve the right to cultivate, fully use, occupy and enjoy the surface of said premises, except for the purposes herein granted. All pipelines shall be buried so as not to interfere with the cultivation of the land.

Grantor agrees not to erect any structure over pipeline without the permission in writing, of Grantee.

Grantee shall furnish and install a meter tap on said pipeline on said premises without cost to Grantor at any time said Grantor requests it from the Grantee for the purpose of providing gas service to the dwelling on said premises and for other purposes except for gas sales for resale. Grantor shall furnish all material, labor, tools and equipment to construct and maintain the service line from said meter tap to said dwelling without cost to or liability on the part of said Grantee, and Grantor shall pay Grantee for the gas used and metered at said tap at the prevailing rate.

The rights herein granted to Grantee may be assigned in whole or in part.

This instrument, and the covenants, and agreements herein contained,

shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
Signed and delivered on this
apple on
STATE OF NEGR
STATE OF NEBR) COUNTY OF OFOE) SS ON THIS 14 DAY OF May 19 89 before me personally appeared AB LARSON
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and, his wife, to me known to be the persons described in and who executed the
foregoing instrument, and acknowledged
that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto se
my hand and affixed my official seal at my office in NESR City
the day and year first above written.
A SEHERAL MITARY-State of Mohrosks
LEROY FRANA LEROY
Notary Public
My term expires19

NO. 1211

FEE: \$15.50

ENTERED V INDEXED V PAGED V COMPARED ~

