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BOOK 516 PAGE 330

RIGHT-OF-WAY EASEMENT

The undersigned Grantor (whether one or more) for a valuable consideration (\$ 1.00 ), the receipt of \$ 1.00 of which is hereby acknowledged, hereby grants, sells and conveys unto Northern Natural Gas Company, a Delaware corporation, operating as PEOPLES NATURAL GAS Division, herein called "Grantee," and its successors and assigns, the RIGHT-OF-WAY and EASEMENT to lay, construct, inspect, maintain, alter, repair, replace, operate and remove a pipeline, and appurtenances thereto, over, under, through and across the following described premises situated in DOUGLAS County, State of NEBRASKA :

**Pioneer Hills**  
The west fifteen (15) feet of lots no. 1, 2 & 3, a part of the Southwest quarter of the Northwest quarter of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as said pipeline and appurtenances shall be used or maintained, together with all necessary rights of ingress and egress to and from said premises and right-of-way for said purposes.

Grantor shall have full use and enjoyment of said premises except for the rights herein granted to Grantee. Said pipeline shall be buried below ordinary plow depth. Grantor shall not construct or permit to be constructed anything upon the above-described right-of-way which would interfere with Grantee's exercise of the rights hereby conveyed.

The balance of the consideration due from Grantee to Grantor (if any) shall be paid when Grantee's pipeline is constructed.

Grantee shall repair or pay for any damages to Grantor's fences, buildings, growing crops, shrubbery or trees caused by Grantee's operations or activities on the premises; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

Grantee shall also repair or rebuild to its former condition any part of any drainage or irrigation system damaged by the construction of the said pipeline or caused by subsequent entry upon the premises to inspect, maintain, alter, repair, replace, operate or remove said pipeline.

No further general or specific covenant or undertaking not herein expressed shall be valid unless in writing and signed by Grantor or Grantee. This grant and easement shall run with the land and shall extend to and be binding upon the heirs, devisees, legal representatives, successors and assigns of the undersigned Grantor.

EXECUTED this 9th day of NOVEMBER, 19 72.

Witness: (Right-of-way Agent)

*[Signature]*

PIONEER LIMITED PARTNERSHIP  
JACK MORITZ COMPANY, General Partner

*[Signature]* President

Witness:

*[Signature]* 375

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
DAY OF November 19 72 AT 11:16 A M. C. HAROLD OSTLER, REGISTER OF DEEDS