

(E) This Instrument Drafted By
And To Be Returned To:
Right-of-Way Department
Northern Natural Gas Company
P.O. Box 3330
Omaha, Nebraska 68103-0330

95-19346
95-19346
APR 10 1995
REGISTER OF DEEDS

95-19346
Counter Glenn D.
Verify _____
D.E. IN
Proof _____
Fee \$ 21.00
Ck Cash Crd

Line No. : NEB 48001
Tract No. : NEB 480-1-29

PIPELINE EASEMENT

For and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as Grantor, whether one or more), hereby bargains, grants, conveys, and warrants to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at P. O. Box 3330, Omaha, Nebraska 68103 (hereinafter referred to as Grantee), the exclusive right, privilege, and easement to construct, maintain, operate, inspect, repair, replace, protect, alter, and remove one pipeline and below ground appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land fifty feet (50') in width across the following described land situated in the County of Sarpy and the State of Nebraska, to-wit:

See Exhibit "A" attached hereto
and made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together, with the right of ingress to and egress from said right-of-way across the adjacent property of Grantor for the purpose of surveying and clearing the right-of-way of brush, trees, and obstructions, and for constructing, maintaining, operating, inspecting, repairing, replacing, protecting, altering, or removing the pipeline and appurtenances of Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. That during construction of said pipeline or appurtenances, Grantee may utilize an additional strip of land not more than twenty-five feet (25') in width adjacent to Grantee's easement strip for working space only.
2. That in the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided; (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (d) properly support each side of a contemplated fence opening by suitable post and braces before a fence is cut, and, where required, to provide a temporary gate; (e) repair in a good and workmanlike manner any and all fences and drainage and irrigation systems which are cut or damaged by Grantee; and (f) restore or pay Grantor for any damages caused by Grantee to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings, or livestock as a result of the construction of Grantee's facilities.
3. That Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural, pasturage, or other similar purposes which will not interfere with the use of the right-of-way by the Grantee for any of the purposes herein above granted, it being understood that no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and that there shall be no alteration of the ground surface or grade of the right-of-way, without the express written consent of the Grantee, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so, and, after said pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.
4. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

16" NEB48001 PIPELINE
EASEMENT DESCRIPTION

A PIPELINE EASEMENT OVER, UNDER, AND ACROSS LOT THREE (3) AND LOT FOUR (4) IN CORNHUSKER PLAZA, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N85°41'48"W THIRTY-NINE (39) FEET ALONG THE SOUTH LINE OF SAID LOT 4; THENCE N5°23'01"E SIXTEEN AND SIXTY-TWO HUNDREDTHS (16.62) FEET; THENCE S88°56'52"E TEN AND FOUR HUNDREDTHS (10.04) FEET; THENCE N01°03'08"E THIRTY-SIX AND ONE TENTH (36.1) FEET; THENCE N88°56'52"W SEVEN AND THIRTY-ONE HUNDREDTHS (7.31) FEET; THENCE N05°23'01"E THIRTY-THREE AND SIXTY-ONE HUNDREDTHS (33.61) FEET; THENCE N01°12'52"E THIRTY-SIX AND ONE TENTH (36.1) FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; SAID POINT BEING THIRTY-SIX AND EIGHTY-SIX HUNDREDTHS (36.86) FEET WEST OF THE NORTHEAST CORNER OF LOT 4; THENCE CONTINUING N01°12'52"E ONE HUNDRED EIGHTEEN AND NINE HUNDREDTHS (118.09) FEET; THENCE N88°35'06"W ONE HUNDRED SEVENTY-FOUR AND NINETY-THREE HUNDREDTHS (174.93) FEET; THENCE N00°18'06"E TWENTY-FIVE AND TWENTY-SIX HUNDREDTHS (25.26) FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; SAID POINT BEING TWENTY-FOUR AND THIRTY-NINE HUNDREDTHS (24.39) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 3 AND SAID LOT 4 TO THE POINT OF BEGINNING (SOUTHEAST CORNER OF SAID LOT 4).

SUBJECT TO VALID EASEMENTS, IF ANY.

NOTE: THE NORTH LINE OF SAID LOT 3 IS ASSUMED TO BEAR S89°01'29"E FOR THE PURPOSE OF THIS DESCRIPTION.

**CORNHUSKER PLAZA
SECTION 27
T14N, R13E
SARPY COUNTY, NE.**

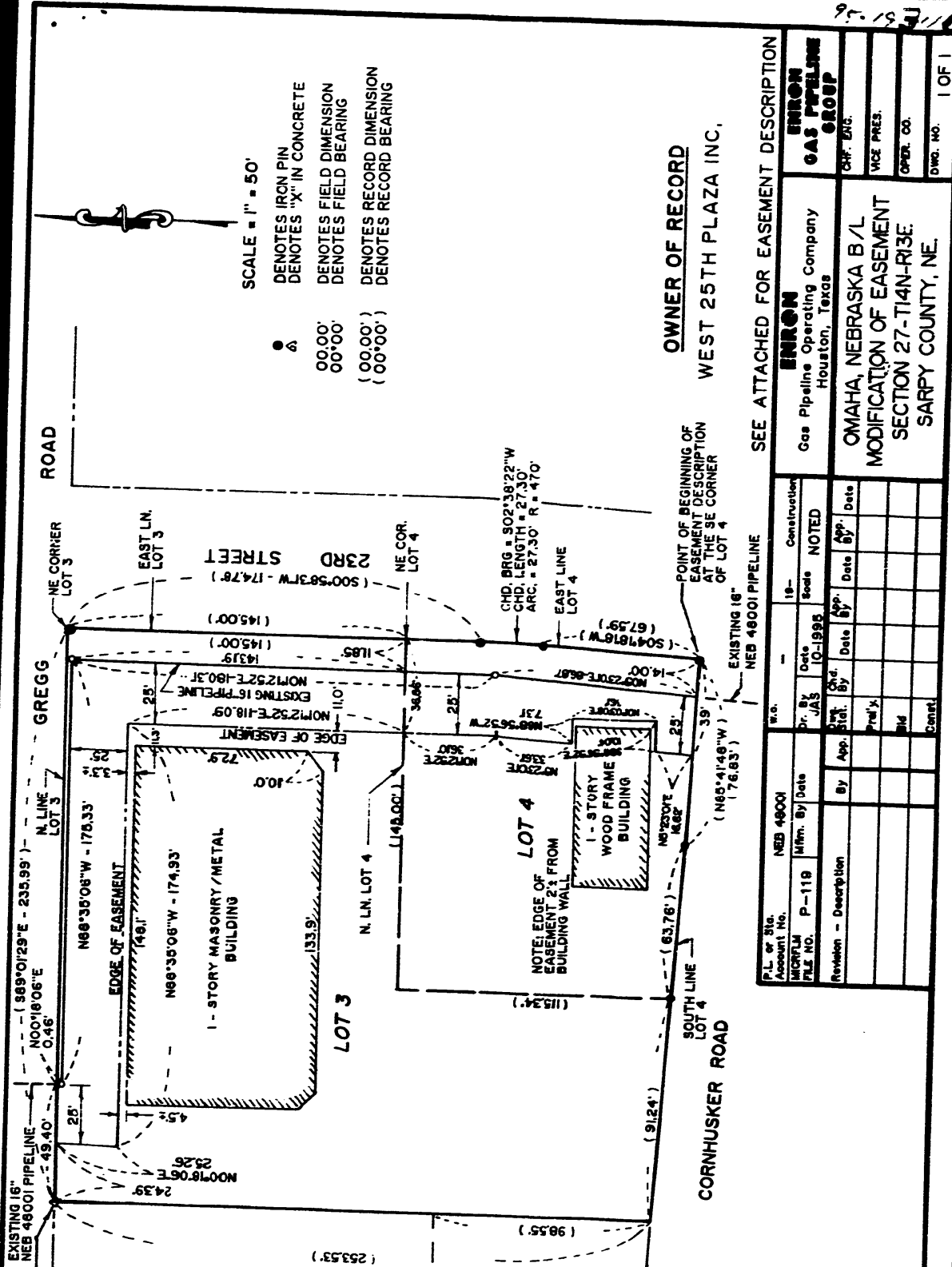
EXHIBIT "A" PAGE 2 of 2

LOT 1

LOT 2

LOT 3

LOT 4



SCALE = 1" = 50'
 ● DENOTES IRON PIN
 X DENOTES "X" IN CONCRETE
 00.00' DENOTES FIELD DIMENSION
 (00.00') DENOTES RECORD DIMENSION
 (00.00') DENOTES RECORD BEARING

OWNER OF RECORD
 WEST 25TH PLAZA INC.

SEE ATTACHED FOR EASEMENT DESCRIPTION

ENRON	
Gas Pipeline Operating Company Houston, Texas	
GAS PIPELINE GROUP	
CHP. ENG.	VICE PRES.
OPER. CO.	DWG. NO.
	1 OF 1

P.L. or Sta.	Account No.	W.O.	Dr.	By	Date	18- Scale	19- Construction NOTED
MICROFILM FILE NO. P-119	NEB 49001		JAS		10-1995		
Revision - Description			App.	By	Date	App.	Date
			Chg.	By	Date		
			Pre'l'k				
			Bid				
			Cont				