

29-575
+ #1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That LEO TIMMERMAN and IRENE TIMMERMAN, husband and wife, of the County of Douglas, State of Nebraska, for and in consideration of the sum of One Dollar per lineal rod, the receipt of One Dollar of which consideration is hereby acknowledged and the balance of which is to be paid when and as the location of a pipeline over 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 and 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 a single pipeline and appurtenances thereto over and through the following described lands in Sarpy County, Nebraska, to-wit:

The North Half of the Northeast Quarter (N1/2NE1/4) and the Northwest Quarter (NW1/4) of Section 21, Township 13 North, Range 11 East of the 6th P.M.

The easement granted hereby shall be and is hereby restricted for purposes of construction to a strip of land 50 feet on either side of the centerline of the pipeline to be laid, as the same is actually staked and measured for construction. Following construction, the easement granted hereby shall be restricted to the ground wherein the pipeline actually lies and to only so much additional surface area as is necessary to the Grantee for purposes of inspecting, repairing, maintaining or replacing the property of the Grantee together with the right of ingress to and egress from said premises for the purposes herein expressed.

TO HAVE AND TO HOLD unto the said Northern Natural Gas Company, its successors and assigns, so long as such pipeline and appurtenances thereto shall be maintained, it being the intention of the parties hereto that the Grantors are hereby granting the uses herein specified without divesting the Grantors of their rights to use and enjoy the above described premises, subject only to the right of the Grantee to use the same to the extent and 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 Grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipelines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantors, 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 Grantors, will make, or cause to be made, a tap in the gas pipeline constructed by Grantee upon the above described premises for the purpose of supplying gas to Grantors, 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 the 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 or some lateral as the Grantee may determine, and gas to be taken under this provision shall be measured and furnished to the Grantors 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 Grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipelines under and through the above described premises.

FILED FOR RECORD IN COUNTY OF SARPY NEBRASKA
AND RECORDED IN BOOK 880
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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 12th day of February, 1962.

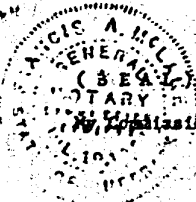
Leo Timmerman
Irene Timmerman

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 12th day of February, A.D., 1962 before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Leo Timmerman and Irene Timmerman to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors 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.

Francis A. McLean
Notary Public in and for Douglas County.



My commission expires the 19th day of July, 1963.