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RICHARD N. TAKECHI REGISTER OF DEEDS DOUGLAS COUNTY, NO

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This Document Drafted By And To Be Returned To: Right-of-Way Department Northern Natural Gas Company P.O. Box 3330 Omaha, NE 68103-0330 (402)398-7030

> W.O. No. : CN8094 Line No. : NEB52001 Tract No. : NEB52001-025

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 four-inch (4") 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 Douglas and the State of Nebraska, to-wit:

A TRACT OF LAND LOCATED IN THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP SIXTEEN (16) NORTH, RANGE TEN (10), EAST OF THE 6^{TH} P.M.

NE NE NW NE

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.
 - 5. That the rights of the Grantee may be assigned in whole or in part.
- 6. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this 13 day of Jul	Juy, 1998.
WITNESSES:	GRANTORS:
	John F. Allen Janice C. Allen
STATE OF Nebrasky) COUNTY OF Douglan)	
The foregoing instrument was acknowledged and qualified in and for said county and state, on John F. Allen and Janice C. Allen, husband and with COLETTE THIESSEN My Comm. Exp. Sept. 11, 1999	
STATE OF))SS COUNTY OF)	
The foregoing instrument was acknowledged and qualified in and for said county and state, on (SEAL)	before me, a Notary Public duly commissioned this day of, 1998, by
	Notary Public My Commission Expires