

Know All Men by These Presents:

(Also 120220, 120320, 120420)

120224

That The J. C. Robinson Real Estate Company, a corporation

of the County of Douglas and State of Nebraska, for and in consideration of the sum of ~~Five Cents (50¢) per acre~~ One Dollar (\$1.00) of which consideration is hereby acknowledged ~~and balance of which is to be paid when and as the location of pipe lines 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 pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Douglas and State of Nebraska, to-wit:

South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) and West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) and Thirty (30) acres of Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) West of Elkhorn River and Twenty-five (25) acres of Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) West of Elkhorn River, all in Section 3, Township 15, Range 10, and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) and the South Twenty-nine (29) acres of the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) and the South Half ($S\frac{1}{2}$) North of the Union Pacific Railroad right-of-way, except the right-of-way of the Union Pacific Railroad Co. and highway right-of-way and except three (3) acres deeded to John J. Boggan and Pearl J. Boggan, recorded in the Deed Records of Douglas County, Nebraska, in Book 636, Page 424 and except Sixteen and four tenths (16.4) acres deeded to Roberts Dairy Company, recorded in the Deed Records of Douglas County, Nebraska in Book 539, Page 277; all of said land situated in Section 4, Township 15, Range 10.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor is hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all 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 grantor any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor , 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 grantor , will make, or cause to be made, ^{not more than two} taps in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantor according to the rules and regulations of the grantee. Said taps 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 grantor at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time, and such rate shall not exceed that charged for similar service to domestic consumers of incorporated towns in the same locality served from the line of grantee or any vendee of grantee.
- (4) That grantee will replace or rebuild to the satisfaction of grantor or of its representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

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 4th day of November, 1940.

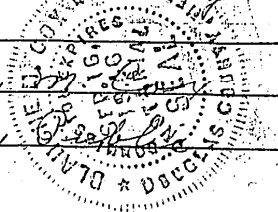
THE J. C. ROBINSON REAL ESTATE COMPANY.

By [Signature]

ATTEST: Alma L. Baker

Right of Way Agent.

[Signature]
[Signature]
[Signature]

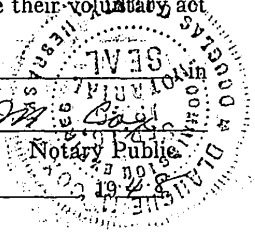


STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 4th day of November, A. D. 1940, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named E. T. Robinson, President, [Signature], Secretary, of The J.C. Robinson Real Estate Co. who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS, my hand and official seal at Waterloo said County, the date aforesaid.

Blanche M. [Signature]
Notary Public



My commission expires the 16th day of Sept.

1. Entered to Financial Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska 12th November 1940 at 10:30 AM. Witness J. O'Connell, Register of Deeds.