

Know All Men by These Presents:That **W. H. F. Penke and Sophie M. Penke, his wife**

of the County of Douglas and State of Nebraska for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of 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, RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereto belonging, including riparian rights, situated in the County of Douglas and State of Nebraska to-wit:

All of the Northwest quarter (NW $\frac{1}{4}$), Except the east 36.48 acres and except the east 466 feet of the North 466 feet of the West half of the Northeast quarter of the Northwest quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), and Except the West 989.20 feet thereof, in Section 6, Township 15, Range 12. Said easement right shall be limited to 50 feet; 25 feet on either side of the centerline of said pipeline as schematically shown on Exhibit "A", which is attached hereto, and made a part hereof. During Construction, Grantee may use up to 75 feet in width. This easement provides for one pipeline only.

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 s are 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 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 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, a tap 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, 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 grantor 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 grantor or of 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 8th day of June, 1962 W. H. F. Penke

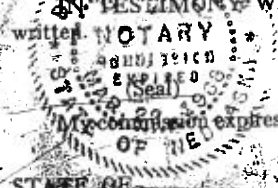
Lynn M. Penke
Right of Way Agent.

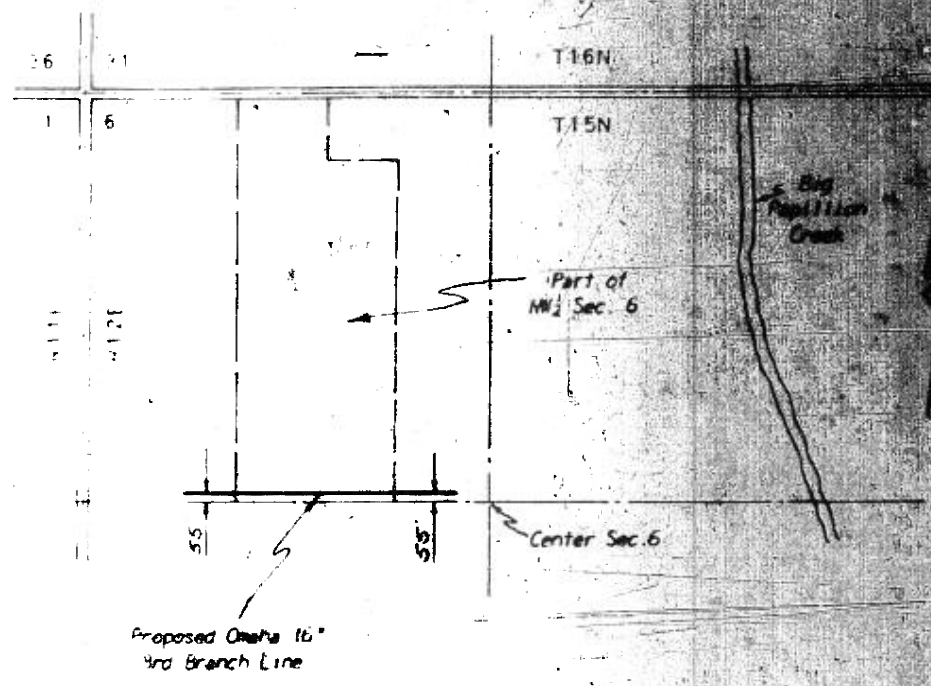
STATE OF NEBRASKA
COUNTY OF Douglas

On this 8th day of June, A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came W. H. F. Penke and Sophie M. Penke, his wife

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. Donald A. Liska
Notary Public in and for Douglas County.
My commission expires the 22nd day of August, MARCH, 1968.





SECTION 6-TWP. 15N-RGE. 12E
 DOUGLAS COUNTY, NEBRASKA

W.H.F. & SOPHIE M. PENKE PROPERTY
 NB-493-1-103

P.O. 42
 W.D. 3443 1962 CONSTR.

NORTHERN NATURAL GAS CO.		REVISED
OMAHA	NEBRASKA	
OMAHA, NEBRASKA SRD BRANCH LINE IN NW 1/4 SECTION 6 TWP. 15N-RGE. 12E DOUGLAS COUNTY, NEBRASKA		
SCALE 1" = 1000'		DATE 3-30-62
DR. BY E.N.	TR. BY	CHECKED *
		APPROVED

DWG. NO. 22R

Line Location Description for the
Proposed 16th Omaha Third Branch Line Tract No. 103
W.H.F. Penke & Sophie M., His Wife

Commencing at the NW corner of Section 6-T15N-R12E, Douglas
County, Nebraska; thence south along the west line of the section
a distance of 2575 feet to the centerline of the proposed 16th pipe-
line; thence bearing east along the centerline of the proposed pipe-
line a distance of 989.2 feet to the point of beginning and the west
line of said tract of land; thence continuing east along said center-
line of proposed pipeline a distance of 963.3^{FEET} to the east property
line of said tract No. 103 and point of termination; said point of
termination being 55 feet north of and 1953 feet east of the SW
corner of said section 6-T15N-R12E, Douglas County, Nebraska.

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1982 JUN 25 AM 8 12

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