

EASEMENT

Check Lakeside Hills
within West Center

KNOW ALL MEN BY THESE PRESENTS:

That SHELDON J. HARRIS, TRUSTEE of Omaha, Douglas County, Nebraska, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as "Grantee", and to its successors and assigns, the non-exclusive right, privilege and easement to construct, operate, use, maintain and repair an access roadway on, over, across and through the following described property situated in the County of Douglas, State of Nebraska, to-wit:

Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of Section Twenty-eight (28), Township Fifteen North (T15N), Range Eleven East (R11E) of the 6th P.M., Douglas County, Nebraska; then N90° 00'W (assumed bearing) along the South line of said Southwest Quarter (SW1/4) a distance of 392.0 feet; thence N0° 00'W 179.99 feet to the Northerly proposed right of way line of U.S. Highways No. 275 and 92 and the point of beginning; thence continuing N0° 00'W 20.0 feet; thence N89° 34' 10"W 130.0 feet; thence S0° 00'W 20.0 to said Northerly right of way line; thence S89° 34' 10"E along said right of way to the point of beginning.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns. It is agreed that Grantor shall not construct or permit to be constructed any structures or improvements upon Grantee's easement which would, in Grantee's opinion, interfere with Grantee's exercise of the rights hereby conveyed.

It is further agreed as follows:

1. That Grantee will pay for any damages to Grantee's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of the Grantee's access road; provided, however, that Grantee shall have the right to lower, raise, level or change the contour and/or

grade of Grantee's right-of-way, and shall have the right from time to time, without the payment of compensation to Grantor or Grantor's heirs, successors and assigns, to cut or clear trees, brush or other obstructions on said right-of-way which might interfere with Grantee's use of said right-of-way for an access roadway.

2. That the rights of the Grantee may be assigned in whole or in part.

3. That Grantee may not erect or install fences or gates on or along all or any part of the right-of-way granted hereunder.

4. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

5. Grantee shall, upon request by Grantor or his successors in title, adjust the grade of such access roadway to conform with future grading of Grantor's adjoining property, and further shall hard surface such access road, if requested by Grantor or his successors in title, at the time of adjusting said grade. In addition, Grantee shall, upon request by Grantor or his successors in title, execute necessary instruments to enable the easement property to be included in a system of public roads which may hereafter be constructed in the area.

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 parties hereto.

Dated this 28th day of January, 1977.

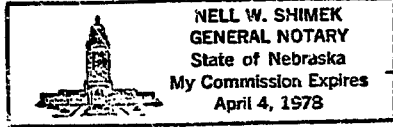
Sheldon J. Harris Trustee
Sheldon J. Harris, Trustee

Misc.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

On this 28th day of March, 1977, before me, a Notary Public in and for said county and state, personally appeared SHELDON J. HARRIS, TRUSTEE, who is personally known to me to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.



Nell W. Shimek
Notary Public

My Commission Expires: April 4, 1978

Misc.

RECEIVED
1977 APR -7 AM 8:50
S. MARSHALL OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

~~Book 579
Page 115
of 2nd~~
~~Rec. 8-21
Index
Comped.~~
2875-11