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Hiltberough Estates

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LOT 17-28-064
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Form 602 IM R.A.C.

Knows All Men by These Presents:

That MELVIN DELTON ANDERSON, a citizen of NEBRASKA, by BIRNEY D. ANDERSON, GUARDIAN
P.R. # 7 Benson Station, Nebraska.

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 con-
sideration 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 thereto belonging, including riparian rights, situated in the County
of Douglas and State of Nebraska, to-wit:

Location of said pipeline to be in accordance with the plat
attached hereto and made a part hereof.

The East 123 2/3 rods of the East 3/4 of the North~~west~~ half of Section 1, except
beginning at the Southeast corner of the Northeast quarter, thence North 938' thence
West 340.55' thence South 938' thence East 340.55' to the point of beginning,
containing 7 1/3 acres, all in Section 1, Township 15, Range 17, Douglas County, Nebraska.

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 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 vendor 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.

517 379 18178

IN WITNESS WHEREOF we have hereunto set our hands this 23rd day of February, 1962, Nellie Dillon Anderson

Nellie Dillon Anderson

By Sidney D. Anderson
Sidney D. Anderson, Guardian
for Nellie Dillon Anderson

Sidney D. Anderson
Notary Public

STATE OF Nebraska
COUNTY OF Douglas ss.

On this 23rd day of February, A. D. 1962 before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Sidney D. Anderson and signed as Guardian for Nellie Dillon Anderson, a widow.

to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and who acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written Sidney D. Anderson
Notary Public in and for Douglas County.
My commission expires the 31 day of December, 1966

STATE OF _____
COUNTY OF _____ ss.

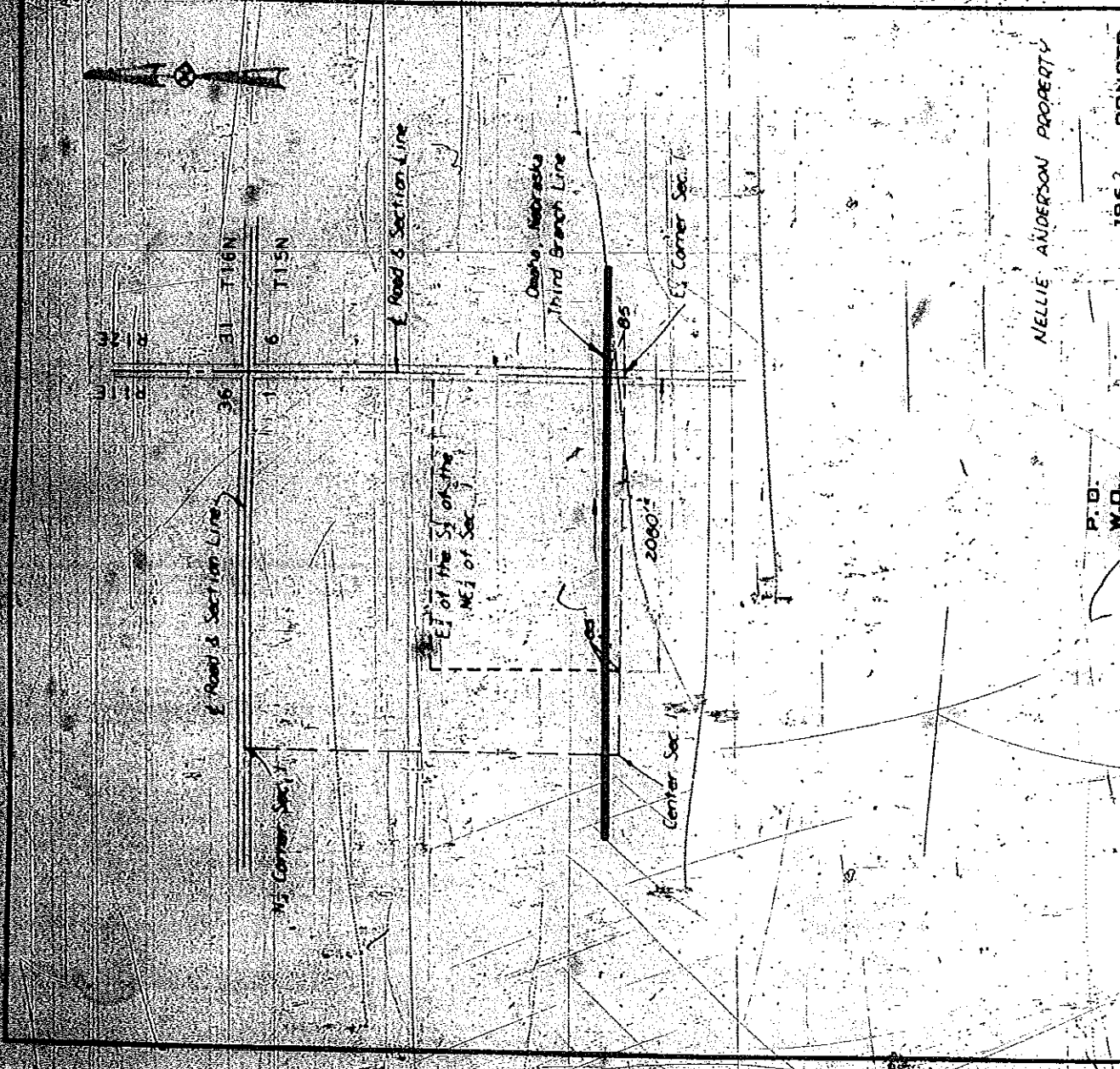
On this _____ day of _____, A. D. 19____ before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

to me known to be the identical person whose name subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as _____ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written _____
(Seal) _____ Notary Public in and for _____ County.
My commission expires the _____ day of _____, 19____

EASEMENT GRANT FROM TO NORTHERN NATURAL GAS COMPANY STATE OF NEBRASKA, COUNTY, at _____ o'clock M., and recorded of _____ day of _____, 19____ at Page _____ in Book _____ of _____ Register of Deeds, Deputy

379-17A



NELLIE ANDERSON PROPERTY

P.D.
W.D.

1962 CONSTR.

NORTHERN NATURAL GAS CO. OMAHA, NEBRASKA		REVISED
OMAHA, NEBR. THIRD BRANCH LINE (IN)		1/24/62 DRAWN BY 2/25/62
E 3/4 OF THE S1/2 OF THE NE 1/4 OF SEC. 1, T15N, R17E DOUGLAS COUNTY, NEBRASKA		
SCALE 1" = 100'	DATE 2/25/62	
DR. BY DHW:GAT	CHECKED JEX	APPROVED JEX
NN-N-2-71		

STANDARD PLUM BERRY, OMAHA, NEBR.

DWG. NO. 4 P

~~Book 372 of Maps~~
~~Page 177~~
~~1958-11-11~~
~~1958~~

James J. O'Connor
Register of Deeds

THE STATE OF NEBRASKA }
Douglas County }
Entered in the office of the Register of
Deeds of said County and recorded in
Book 372 of Maps
Page 177

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

1958 APR 17 AM 10 56

RECEIVED

James
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