

Affects OF Library ADDN

748 473 - 1012  
885 463 377

**Know All Men by These Presents:**

That Ernie Dreesen & Margaret Dreesen, his wife;  
Harmon H. Dreesen, single

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, 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:

Beginning at the Southeast corner of the Northeast quarter (NE<sup>1</sup>/<sub>4</sub>) thence North 93<sup>o</sup> 38' 00" thence West 340.55 feet, thence South 93<sup>o</sup> 38' 00" thence East 340.55 feet to point of beginning, containing 7.17 acres, in Section 1, Township 15, Range 11. 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 25 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 grantors do hereby granting the uses herein specified without divesting grantors 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 grantors, or of their 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 20th day

of July 1952

Ernie Dreesen  
Margaret Dreesen  
Harmon H. Dreesen

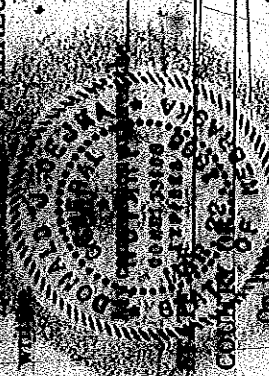
Samuel [Signature]  
Right of Way Agent

388  
STATE OF NEBRASKA  
COUNTY OF DAWGAS

On this 22<sup>d</sup> day of JUNE A. D. 1927, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came ERNE DREESSEN, MARGARET DREESSEN, Husband & Wife  
AND HERMAN A. DREESSEN, A SINGLE MAN

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

WHEREOF, I have hereunto set my hand and official seal on the day and year above written.  
Ernest J. Sorell  
Notary Public in and for Dawgaa County,  
day of March, 1928



On 22<sup>d</sup> day of JUNE A. D. 1927, 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 they 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) My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. County, \_\_\_\_\_

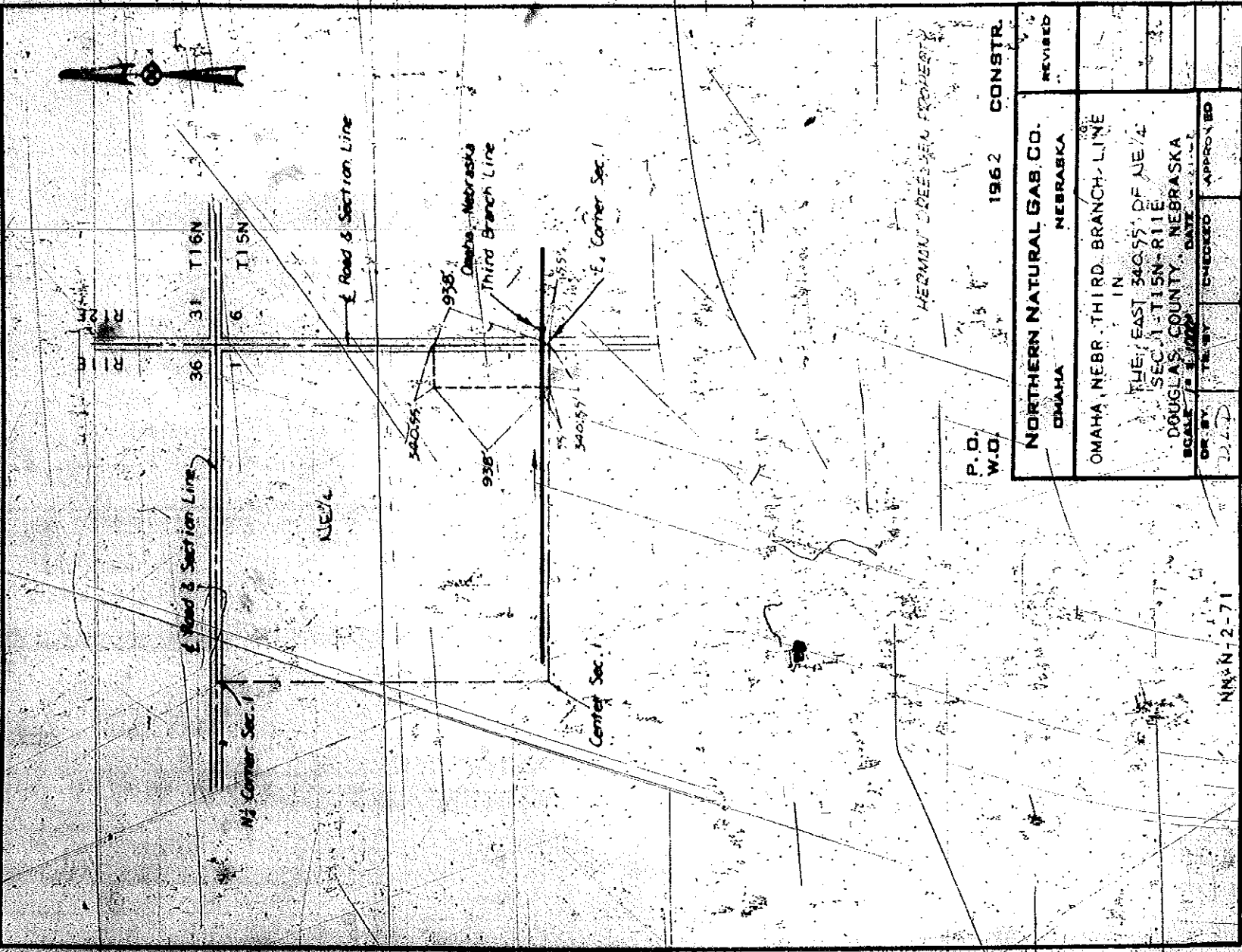
EASEMENT GRANT  
FROM  
TO  
NORTHERN NATURAL GAS COMPANY  
STATE OF NEBRASKA,  
COUNTY,  
Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded \_\_\_\_\_ of \_\_\_\_\_ in Book \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ Page \_\_\_\_\_ Register of Deeds, \_\_\_\_\_ Deputy.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_ a \_\_\_\_\_ duly commissioned and qualified in and for said County, personally came the above named \_\_\_\_\_ President, \_\_\_\_\_ Secretary of \_\_\_\_\_ 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 \_\_\_\_\_ said County, the date aforesaid.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Notary Public.

BOOK 285 PAGE 79  
22-1-101



HERMON DREEDS REAL PROPERTY

P.O. W.O. 1962 CONSTR.

NORTHERN NATURAL GAS CO.		REVISED
OMAHA	NEBRASKA	
OMAHA, NEBR. THIRD BRANCH LINE		
IN THE EAST 340.55' OF NE 1/4		
SEC. 1 - T15N - R11E		
DOUGLAS COUNTY, NEBRASKA		
SCALE	DATE	
DR. BY	CHECKED	APPROV. BY
D.L.D.		

NMGN-2-71

STUDY FOR THE NEBR. OMAHA GAS CO.

DWG. NO. 312

385-2580

RECEIVED

*1 made*

1962 AUG 28 AM 9 14

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

THE STATE OF NEBRASKA  
Douglas County  
Entered in numerical order and filed  
for Record in the office of the Register of  
Deeds of said County and received in  
book 385 of page 577

*James J. ...*

Matthew ...  
1-15-11  
6.00

1-13-11