

KNOW ALL MEN BY THESE PRESENTS:

Form No. 2468

That Charles J. Stender (single) and Elizabeth Stender (single) of the County of Sarpy and State of Nebraska, for and in consideration of the sum of ONE DOLLAR (\$1.00) per lineal foot, 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, (operating as PEOPLES NATURAL GAS division), 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 Sarpy and State of Nebraska, to-wit:

East 1/2 of N. 1/4 of Section 35, Township 14, N, Range 11, E, less 1.1 acres owned by the State of 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 Grantors 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, or existing utility services.
- (2) That it will pay to Grantors any damages which may arise to growing crops, trees, shrubbery, fences or building from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one (1) of whom shall be appointed by the Grantors, one by the Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three (3) persons shall be final, conclusive and binding upon the Parties hereto.

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 15th day of May A.D., 1964.

Witness: H. E. Madeney. By Charles J. Stender, Elizabeth Stender, Owner(s) President.

SINCE OF Sarpy, Nebraska, County of Sarpy, ss.

On this 15th day of May, A.D., 1964, before me, the undersigned duly commissioned and qualified authority in and for said County and State, personally came Charles J. Stender + Elizabeth Stender, to be known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as a voluntary act and deed, and the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal on the day and year last above written.

My Commission expires December 1, 1969. Notary Public in and for Sarpy County, Nebraska. Robert W. Franke.