

EASEMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That EDWARD J. JANECEK and MARGUERITE JANECEK, husband and 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 which is hereby acknowledged as fully paid by NORTHERN NATURAL GAS COMPANY, 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 the NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the right, privilege and easement to construct, maintain and operate one pipe line and appurtenances thereto, over and through that part of the North Half of Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$), Section Three (3), Township Fourteen (14), Range Twelve (12), situated in the County of Douglas and State of Nebraska, which part is indicated on the plat attached hereto and marked Exhibit "A", said right of way not to exceed a width of Sixty-six feet (66 ft.) except at the stream crossing on said property, and the right of way width at this point will be kept to a minimum insofar as is in accord with sound construction policies.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe line 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 the grantors are hereby granting the uses herein specified without divesting grantors of the rights to use and enjoy the said above described premises, subject only to the reasonable right of the grantee to use the same for the purposes herein expressed.

That 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 grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines.

- (3) That grantee, upon written application by the grantors, 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 grantors, 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 grantors 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 line under and through the above described premises.
- (5) That it shall never disturb the right of ingress and egress of the grantor between the buildings located on the property and the road.
- (6) That it shall guarantee that its agents, employees, servants, or independent contractors shall not use profane and abusive language on the above described property or in the presence of the grantors.
- (7) That it shall replace all creek banks and put the same in the condition they were before the grantee shall have disturbed or worked on the same.
- (8) That it shall pay to the grantors all future crop damage which is the result of the construction or maintenance of said pipe line or the cost of restoring the soil to its fertility over said right of way.
- (9) That it expressly agrees to limit its right of way through the Janecek property to a width of Sixty-six feet (66 ft.) except as herein otherwise provided.
- (10) That it agrees to pay tree damage in the sum of Forty Dollars (\$40.00) per tree for all trees over ten (10) inches in diameter.
- (11) That it agrees to grade and slope the bank on the North side of the lane leading from the road to the Janecek buildings and place the dirt therefrom upon said lane.
- (12) That it hereby agrees to cause its agents, employees, servants, independent contractors, successors and assigns to notify the grantors, their successors or assigns on each occasion before entering the Janecek property.

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 10th

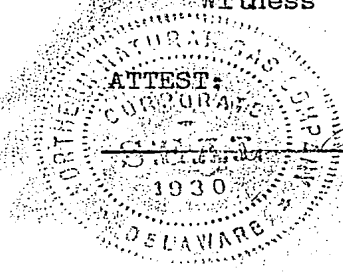
day of May, 1951.

Robert A. Jirka
Witness

Edward Janecek
EDWARD JANECEK

Robert A. Jirka
Witness

Marguerite Janecek
MARGUERITE JANECEK

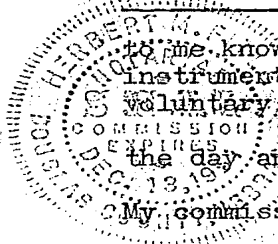


B. N. Harper
Secretary

NORTHERN NATURAL GAS COMPANY
By Joe T. Duria
Vice President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 10th day of May A.D. 1951, before me, the under-
signed duly commissioned and qualified authority in and for said county and state,
personally came Edward Janecek and Marguerite Janecek



to be 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.

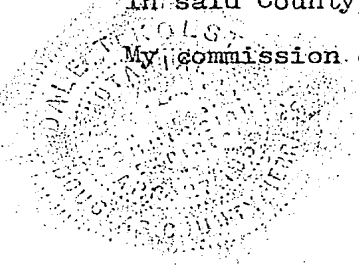
My commission expires 12-13-51. Herbert M. Fritz
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 7th day of June, A.D. 1951, before me, a Notary
Public duly commissioned and qualified in and for said County, personally
came the above named Joe T. Duria, Vice President, and B. N. Harper,
Secretary, of Northern Natural Gas Company, 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 corpora-
tion.

WITNESS, my hand and official seal at Omaha
in said County, the date aforesaid.

My commission expires April 22, 1958. Joe T. Duria
Notary Public



1951 CONSTRUCTION
 OMAHA, NEBR. PROPOSED 16" SECOND BRANCH LINE

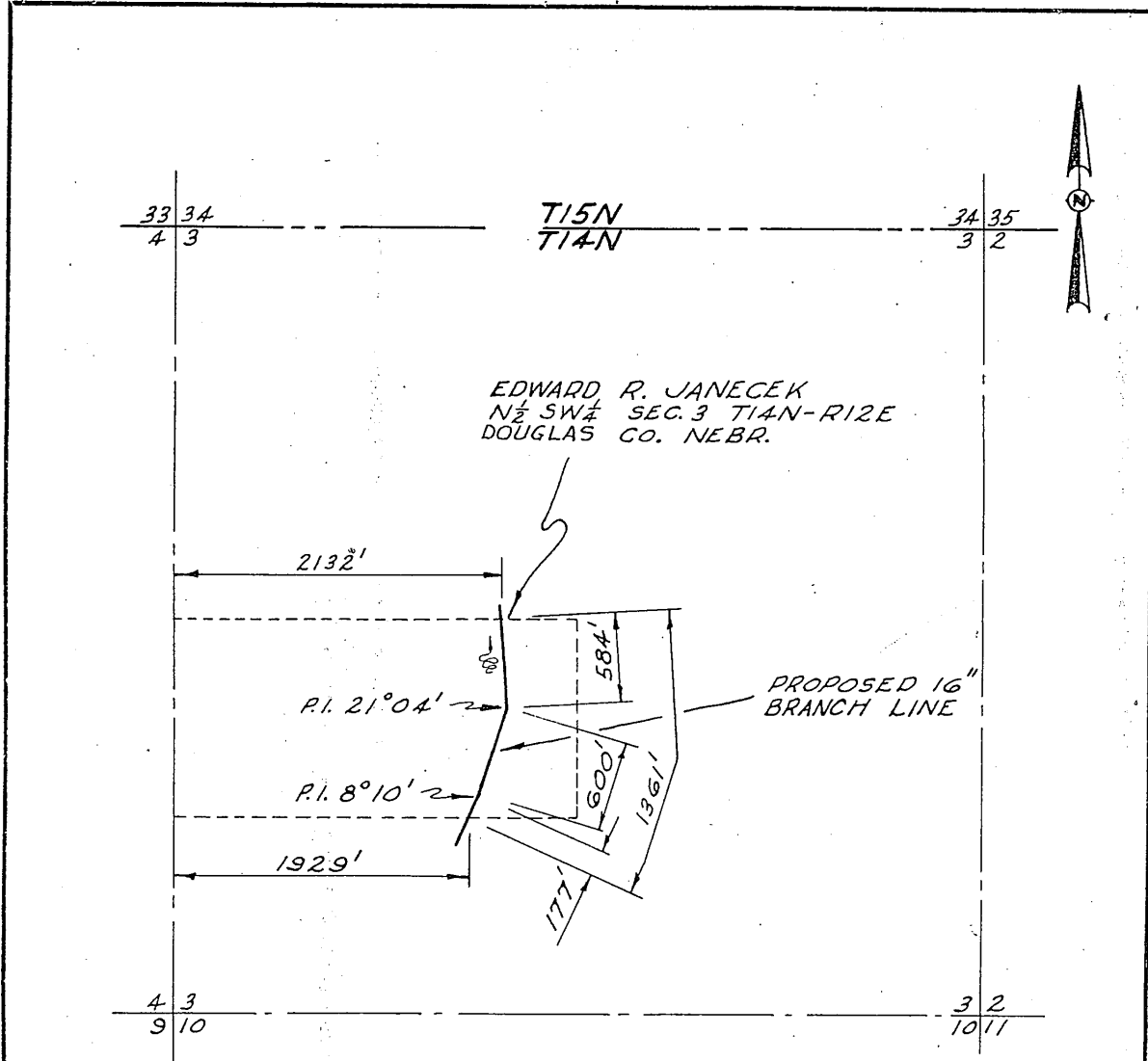


EXHIBIT "A"

E. R. PL. NO. NB 480-2 1951 CONSTR.

NORTHERN NATURAL GAS CO. OMAHA NEBRASKA		REVISED
PROPOSED 16" BRANCH LINE CROSSING PROPERTY OF EDWARD R. JANECEK N 1/2 SW 1/4 SEC. 3 T14N-R12E DOUGLAS CO. NEBR.		
SCALE NONE DATE 4-18-51		
DR. BY MW	TR. BY	CHECKED APPROVED

DWG. NO. 100

18.
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
 21 DAY August 1951 AT 3:16 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

4.50