

That Bernice E. Barkley (widow) of the County of Sarpy 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, (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:

N. E. 1/4 of Section 33, T-14-N, R-11-E

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, or existing utility services.
- (2) That it will pay to Grantor 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 Grantor, 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 5th day of _____

December A.D., 1963.

Bernice E. Barkley
By _____ Owner(s) President
D. E. Muehrcke Witness

STATE OF Nebraska, }
County of Sarpy, } ss.

On this 5th day of December, A.D., 1963, before me, the undersigned duly commissioned and qualified authority, in and for said County and State, personally came Bernice E. Barkley, 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 her 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 Feb 1, 1966
NOTARY PUBLIC in and for Nebraska County, Nebraska



FILED FOR RECORD IN SARPY COUNTY NEBR. Dec. 26 1963 AT 2 O'CLOCK PM
AND RECORDED IN BOOK 33 OF Rec. PAGE 73 Alvin D. ... REGISTER OF DEEDS