

FILED

05 MAY 19 AM 10: 06

200502211
 STATE OF NEBRASKA COUNTY OF WASHINGTON)88
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 19th DAY OF May A.D. 2005
 AT 10:06 O'CLOCK A.M AND RECORDED IN BOOK
 463 AT PAGE 434-439
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Janet Madison

Recorded
 General
 Numerical
 Photostat
 Emailed

CHARLOTTE L. PETERSEN
 WASHINGTON COUNTY, CLERK
 BLAIR, NEBR.

W.O. No. : S.025714.01
 Line No. : NEB53001
 Tract No. :

PIPELINE EASEMENT

For and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Dana College, a Nebraska non-profit corporation, whose address is 2848 College Drive, Blair, NE 68008** (hereinafter referred to as Grantor), hereby bargains, grants, conveys, and warrants to **NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124** (hereinafter referred to as Grantee), the right, privilege, and easement to construct, maintain, operate, inspect, repair, replace, protect, alter, and remove one six-inch (6") pipeline and below ground appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land seventy feet (70') in width across the following described land situated in the County of Washington and the State of Nebraska, to-wit:

For a legal description and plat of the easement granted herein, please refer to the attached Easement Exhibit, by reference made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together, with the right of ingress to and egress from said right-of-way across the adjacent property of Grantor for the purpose of surveying and clearing the right-of-way of brush, trees, and obstructions, and for constructing, maintaining, operating, inspecting, repairing, replacing, protecting, altering, or removing the pipeline and appurtenances of Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. That during construction of said pipeline or appurtenances, Grantee may utilize an additional strip of land not more than forty feet (40') in width adjacent to Grantee's easement strip on both the north and south sides for working space only.
2. That in the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of

twenty-four inches (24") will be provided; (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (d) properly support each side of a contemplated fence opening by suitable post and braces before a fence is cut, and, where required, to provide a temporary gate; (e) repair in a good and workmanlike manner any and all fences and drainage and irrigation systems which are cut or damaged by Grantee; and (f) restore or pay Grantor for any damages caused by Grantee to Grantor's or Lessee's growing crops, grasses, trees, shrubbery, fences, buildings, or livestock as a result of the construction of Grantee's facilities.

3. That Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural, pasturage, or other similar purposes which will not interfere with the use of the right-of-way by the Grantee for any of the purposes herein above granted, it being understood that no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and that there shall be no alteration of the ground surface or grade of the right-of-way, without the express written consent of the Grantee, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so, and, after said pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

5. That the rights of the Grantee may be assigned in whole or in part.


6. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this 18th day of May, 2005.

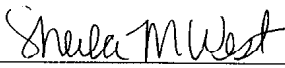
GRANTOR:

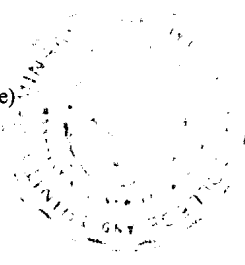
Dana College, a Nebraska non-profit corporation


by Bob Schmoll, its Executive Vice President
and CFO

Attest:

(place corporate seal here)

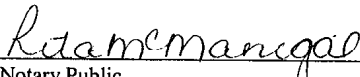




STATE OF NEBRASKA)
)SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 18 day of May, 2005, by Bob Schmoll, the Executive Vice President and CFO of Dana College, a Nebraska non-profit corporation, on behalf of the corporation.

(S E A L)


Notary Public
My Commission Expires 8-21-07



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STATE OF NEBRASKA)
)SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 18 day of May,
2005, by Sheela West the Admin Assistant of
Dana College, a Nebraska non-profit corporation, on behalf of the corporation.

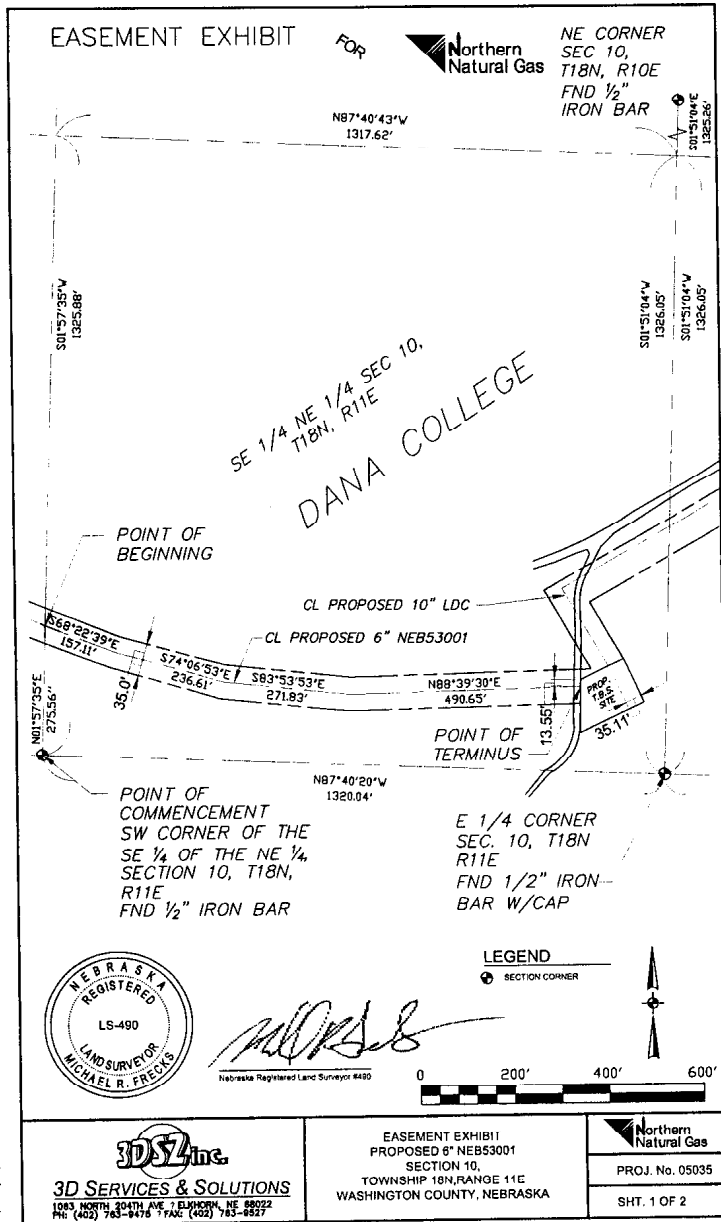
(SEAL)

Rita McManigal
Notary Public
My Commission Expires 8-21-07



This Document Drafted By
And To Be Returned To:
Right-of-Way Department
Northern Natural Gas Company
P.O. Box 3339
Omaha, NE 68103-0330
(402)398-7107

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X:\001\25\W55315 (04)1\DWG\T11-400\Drawings\DWG\T11-400-Proposed Gas Line.dwg, 4/25/2006 9:11:33 AM

EASEMENT EXHIBIT

FOR



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A 70.00 FOOT WIDE PERPETUAL EASEMENT FOR PIPELINE PURPOSES OVER, UNDER AND ACROSS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, T18N, R11E, OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA. (HORIZONTAL DATUM REFERENCED TO NORTH AMERICAN DATUM OF 1983 (97) UTM ZONE 15 NORTH, GROUND PLANE CAF=1.000398003, NAVD 1988, US FOOT, DATE OF FIELD WORK 09/09/04)

THE CENTERLINE OF SAID PIPELINE EASEMENT OF WHICH IS THE LOCATION OF NORTHERN NATURAL GAS COMPANY'S PROPOSED 6" NEB53001 IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE N 01° 57' 35" E FOR 275.56 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED;

THENCE S 68° 22' 39" E FOR 157.11 FEET; THENCE S 74° 08' 53" E FOR 236.81 FEET; THENCE S 83° 53' 33" E FOR 271.83 FEET; THENCE N 98° 39' 30" E FOR 490.65 FEET TO THE WEST LINE OF PROPOSED T.B.S. SITE AND THE POINT OF TERMINUS SAID POINT LYING 13.55 FEET SOUTH OF THE NORTHWEST CORNER OF SAID T.B.S. SITE.

SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE AT THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER. ALSO THE SOUTH SIDELINE TO BE TERMINATED AT SAID T.B.S. SITE AND NORTH SIDELINE EXTENDED TO POINT OF INTERSECT WITH THE PROPOSED 10" LDC PIPELINE'S NORTH SIDELINE.

I:\001\2005\05031.dwg (DWG) [L:\easement\Draw\11\040 for Pipelines.dwg] Drawn: WMC, Layout: 4/25/2005 9:13:27 AM



3D SERVICES & SOLUTIONS
 1083 NORTH 204TH AVE 1 ELKHORN, NE 68022
 PH: (402) 763-9479 FAX: (402) 763-9627

EASEMENT EXHIBIT
 PROPOSED 6" NEB53001
 SECTION 10,
 TOWNSHIP 18N, RANGE 11E
 WASHINGTON COUNTY, NEBRASKA



PROJ. No. 0503G

SHT. 2 OF 2

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