

EASEMENTWHEREAS, Tolco Construction Inc

(herein referred to as the "Grantor") desires to grant a perpetual Easement for an underground gas pipeline over certain property owned by the Grantor to Northern Natural Gas Co., (herein referred to as "Grantee" except as otherwise noted),

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibit "1" does herewith give and grant unto the Grantee, its successors and assigns, a perpetual Easement for a pipeline for the transportation of natural gas over, on, across, under the five (5) foot strip of property as shown on Exhibit "1", attached hereto and incorporated herein by reference as all set out herein.

1. The scope and purpose of the Easement is for the construction, repair, maintenance, replacement and renewal of a pipeline, including all necessary and related appurtenances. The Grantee shall have the full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purpose of said Easement.

2. Grantor herein for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that no building, fence, swimming pool, flag pole, trees, shrubs, bushes, landscaping or any other external improvement, whether building or foilage, above or below the surface shall be erected or placed on this Easement, except for the planting of sod and small vegetable gardens.

3. This Easement hereby affirms and acknowledges the Easement that has been previously platted, recorded and granted in favor of the said Grantee. The scope and purpose of this Easement is in addition to the aforementioned easement heretofore acknowledged.

4. By accepting and recording this perpetual Easement, said Grantee agrees to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any and all damage that may be done by reason of negligent changes, alternations, maintenance, inspection, repairs or construction in the way of damage to trees, grounds, buildings or other improvements abutting thereon, including crops, vines, and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said Easement or any part thereof.

5. Grantor herein for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of such premises, that the Grantor has good right, and lawful authority to grant said Easement way, and that the Grantor further hereby covenants to warrant and defend said Easement way against the lawful claims of all persons whomsoever.

6. This Easement shall be binding upon and shall benefit and run to the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the date and year first above written.

GRANTOR:

Tanya Bush Constantine

W.S. Toga (Pres)

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 2 day of August, 1979, before me, a Notary Public duly commissioned and qualified in and for said County, personally came William S. Torgan, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her/his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Joyce T. Weight
 Notary Public

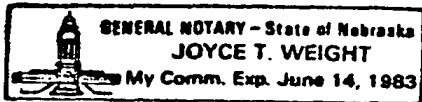


EXHIBIT "1"

Legal Description Lots 38 & 39, Turtle Creek, a Subdivision as Surveyed, Platted and Recorded in Douglas County, Nebraska.

41 Book

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1979 SEP 21 PM 2:11
E. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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