

Know All Men by These Presents:

That Henry Siert and Lenora L. Siert, 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 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, the RIGHT, PRIVILEGE and BASEMENT 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 Douglas and State of Nebraska to-wit:

The East half of the Northwest quarter (E1/2NW1/4) of Section 4, Township 14, Range 11. Said easement right shall be limited to 50 feet; 25 feet on either side of the centerline of said pipeline as schematically shown on Exhibit "A", which is attached hereto, and made a part hereof. During construction, Grantee may use up to 75 feet in width. This easement provides for one pipeline only.

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 s ~~are~~ hereby granting the uses herein specified without divesting grantor s 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.
- (2) That it will pay to grantor s any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor s, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That grantee, upon written application by the grantor s, 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 grantor s, 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 grantor s 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 grantor s 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 lines under and through the above described premises.

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 17th day

of July, 1953

Henry Siert
Lenora L. Siert

Larry B. ...
Right of Way Agent

STATE OF Nebraska
COUNTY OF Douglas

On this 7 day of May, A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Wesley West and Lawrence L. Stout (H & W)

to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors, and they 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.
[Signature]
Notary Public in and for Douglas County,
My commission expires the 6 day of December, 1962.

STATE OF _____
COUNTY OF _____

On this _____ day of _____, A. D. 19____, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came _____

to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor, and they 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.
(Seal) _____
Notary Public in and for _____ County.
My commission expires the _____ day of _____, 19____.

EASEMENT GRANT	FROM	TO	NORTHERN NATURAL GAS COMPANY	STATE OF NEBRASKA, COUNTY	Filed for record the _____ day of _____, 19____	at _____ o'clock _____ M., and recorded	in Book _____ of _____	at Page _____	Register of Deeds,	Deputy.
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STATE OF _____
COUNTY OF _____

On this _____ day of _____, A. D. 19____, before me, _____ duly commissioned and qualified in and for said County, personally came the above named _____ President,

_____ Secretary, et al.
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 corporation.

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

Notary Public.
My commission expires the _____ day of _____, 19____.

Exhibit "A"

T15N
T14N

R7E
R8E

S20T
S19T

H. M. Smit

OMAHA TR. RD
BRANDON LINE

H. M. Smit

SECTION 21 & 22
DOUGLAS COUNTY, NEBR.

NO. 4877-1-68 DOGAL. NAT. GAS. CO. STATE
PL. 07/74 SEC. 4 14-11

P. O.
W. O.

1962 CONSTR.

NORTHERN NATURAL GAS CO. OMAHA, NEBRASKA		REVISED
PROP. OMAHA, NEBR. LINE		1962
CROSSING BRANDON LINE		1962
DOUGLAS COUNTY, NEBR.		
SCALE 1"=100'		DATE 1-14-62
DR. BY <i>S. J. [unclear]</i>	TR. BY <i>[unclear]</i>	CHECKED <i>[unclear]</i>
		APPROVED <i>[unclear]</i>

CU-10-2-54

Dwg. NO. 352

*6/10/11
M. J. [unclear]*

THOMAS J. CONNOR
REGISTER OF DEEDS
DEPARTMENT OF REVENUE

1932 JUN 1 AM 10 03

RECEIVED

THE STATE OF NEBRASKA
De Witt County

Created in 1854 by the Legislature and the
County is the office of the Register of
Deeds in said County and is located in

181
185
of [unclear]

James J. [unclear]

*Wm. [unclear] & Co.
2223 [unclear]
4-14-11
453*