

Know All Men by These Presents:

That JOHN H. SIERT and CELIA 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 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 Douglas and State of Nebraska to-wit:

Beginning at a point on the centerline of the Omaha 3rd Branch Line 40' North of and 2570' East of the SW corner of Sec. 4-14-11. Thence bearing N0°-0'E a distance of 403'; Thence bearing N8°-40'E a distance of 2206' to the W¹/₂ line of the Section and the point of termination. Said point of termination being 2579' East of the W¹/₂ corner of the Section. All in Sec. 4-T14N-R11E. This easement provides for one (1) pipeline only and is singular for all intents and purposes. The width of the right of way granted hereunder is 60 feet.

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 20 day

July, 1962.

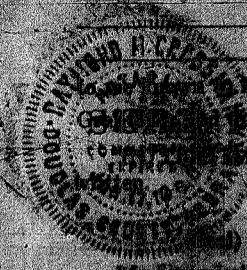
JOHN H. SIERT

CELIA SIERT

Walter Johnson
Right of Way Agent.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 20 day of July, A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came JOHN H. SIERT and CELIA SIERT, (husband and wife)



to be the identical persons whose names were 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

[Signature]
Notary Public in and for Douglas County,
day of August, 1968

My Commission expires the 17 day of

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 person whose name _____ subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as _____ 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 _____	Registrar of Deeds	Deputy

STATE OF _____
COUNTY OF _____

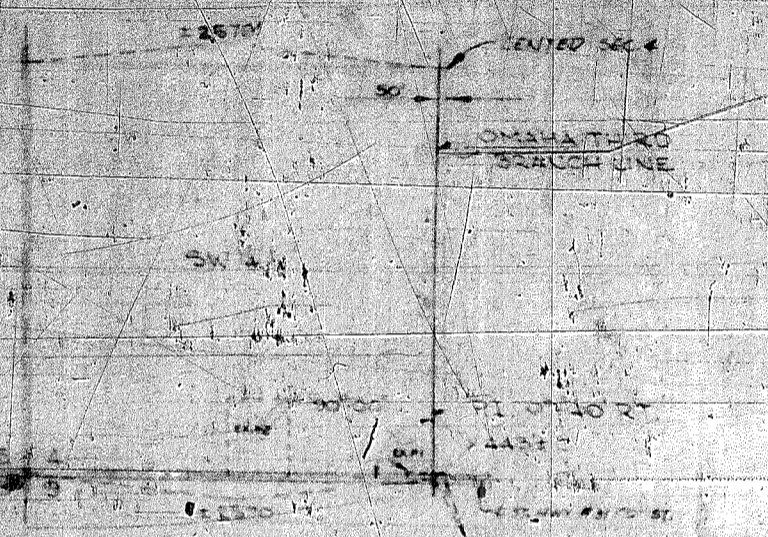
On this _____ day of _____, A. D. 19____, before me, _____ duly commissioned and qualified in and for said County, personally came the above named _____, President,

Secretary, of _____ 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.

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

100-384-NE-277



SECTION LINE 4-14-11E
DOUGLAS COUNTY, NEBR.

US 400-47- JOHN L. BROTHERS SEC 4-14-11
EXCEPT 440' OF E. 1/4 SW 1/4 (EX. 1) AND
EXCEPT 400' OF E. 1/4 SW 1/4 (EX. 2) TO 440' MEET
(EX. 2)

DESCRIPTION OF OMAHA
3RD BRANCH LINE CROSSING
SW 1/4 SEC. 4-14-11E
DOUGLAS COUNTY, NEBRASKA

Beginning at a point on the E of the Omaha 3rd
Branch Line 40' North of and 2570' East of the SW
corner of Sec. 4-14-11. Thence bearing
N0°-01'E a distance of 403'. Thence bearing
N0°-40'E a distance of 2206' to the 1/4 line of
the Section and the point of termination. Said
point of termination being 2579' East of the E
corner of the Section. All in Sec. 4-14-11E,
Douglas County, Nebraska

P. O.
W. O.

1962 CONSTR.

NORTHERN NATURAL GAS CO.		REVISED
OMAHA	NEBRASKA	152-2
PROP. OMAHA 3RD BR. LINE CROSSING SW 1/4 SEC. 4-14-11E DOUGLAS COUNTY, NEBR.		
SCALE 1:1000	DATE 4-14-62	
DR. BY L. W. D.	TR. BY	CHECKED D. J. C.
		APPROVED

DWG. NO. 242

RECEIVED

1902 JUL 30 AM 8 56

THOMAS O CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA
County of Douglas
I, the undersigned, Register of Deeds for the County of Douglas, Nebraska, do hereby certify that the within and foregoing is a true and correct copy of the original as the same is recorded in my office.
384 of Mac
225

Thomas O Connor

MAILED
The Northern National Bank
Attn: Secretary of State
P. O. Box 508
Omaha, Neb.
4-14-11

4-14-11