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Know All Men by These Presents:

Henry J. Neuhaus, Jr. and Opal O., his wife.

_and State of Nebraska to-wit:

of the County of <u>Douglas</u> and State of <u>Nebraska</u>, 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

The East 36.48 acres of the East half of the Northwest quarter (E/2NW/4) in Section 6; and the West half of the Northeast quarter (W/2NE/4) and the North 6.86 acres in the Northeast quarter of the Northeast quarter (NE/4NE/4) lying West of drainage ditch and that part of the South 38.62 acres of the East half of the Northeast quarter (E/2NE/4) lying West of the ditch all in Section 6, Township 15, Range 12. 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 are 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.

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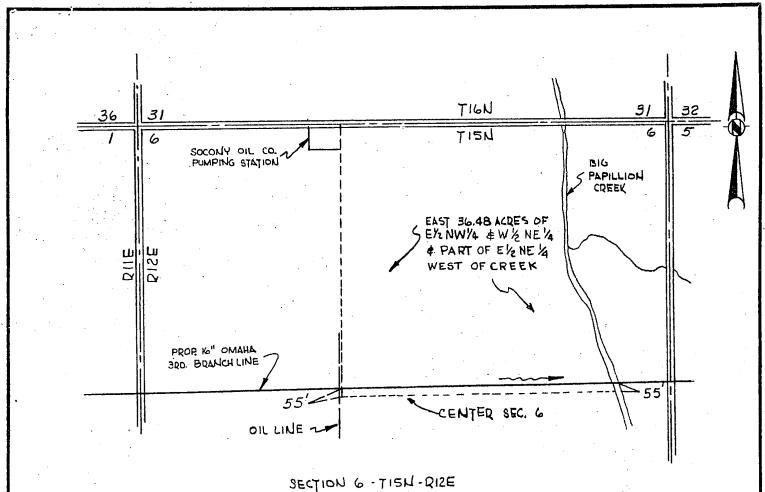
As a further consideration for this grant, the grantee herein agrees as follows:

- (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—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—, 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—, 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—, 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— 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.

of the , 1962	Opsli O' Neukaus
Larry Breache	
/Right of Way Agent.	EBRASKA
STATE OF NEBRASKA	
COUNTY OF DOUGLAS Sss.	
undersigned duly commissioned and qualified authority	in and for said county and state, personally came
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to me known to be the identical person S whose name	Subscribed to the foregoing instrument as
ACCOMPANIES OF PROPERTY AND ACCOUNT.	
written:	Dougle J. Colla
- N	otary Public in and for Courty.
	of March, 1968.
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STATE OF 22 22 20 20 20 20 20 20 20 20 20 20 20	
COUNTY OF NESS.	
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DOUGLAS COUNTY, NEBR.

HENRY J. NEUHAUS, JR. PROPERTY NB-493-1-104

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5-14-62	NORTHERN NA	ATURAL GAS CO. Nebraska	REVISE
DESTROY ALL	The state of the s	THIRD BRANKH LINE SEC. 6-TISN - RIZE Y, NEBRASKA	2-12-65 DIW
	BCALE / "=/000"	DATE 3-9-62	

Line Location Description for the Proposed 16" Omaha Third Branch Line Tract No.104 Henry J. Neuhaus Jr.

County, Nebraska; thence south along the west line of the section, a distance of 2575 feet to the centerline of the proposed 16" pipeline; thence bearing east along the centerline of the proposed pipeline, a distance of 1953 feet to the west property fence of said tract of land and also the point of beginning; thence continuing east along said pipeline, a distance of 2705 feet to the centerline of the Big Papillion Creek and the point of termination of said tract No. 104; said point of termination being 55 feet north of and 550 feet west of the E¹/₄ corner of said Section 6-T15N-R12E, Douglas County, Nebraska.

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