PIPELINE BASEMENT

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One For and in consideration of _ _) and other good and valuable considerate of the which is hereby acknowledged, the undersigned receipt (hereinafter referred to as Grantor, whether one or more), hereby bargains, grants, conveys, and warrants to Northern Natural Gas Company, division of Enron Corp., a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, 68102 (hereinafter referred to as Grantee), the exclusive and perpetual right, privilege and easement to construct, maintain, and operate a pipeline or pipelines and appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land forty feet (40') in width across the following-described land situated in the County of Sarpy and State of Nebraska, to wit:

A tract of land located in the Southwest Quarter (SW1/4) of Section 13, Township 14 North, Range 12 East, more particularly described in Exhibit A, attached.

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 the Grantor for the purpose of surveying and clearing the right-of-way of brush, trees, and obstructions, and for excavating, constructing, operating, inspecting, repairing, replacing, re-sizing, protecting, altering, moving, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

- 1. The easement conveyed hereunder is a strip easement forty feet (40') in width, the exact location of which is set forth on Exhibit A attached hereto and incorporated herein by reference, and includes Legal Description "A" and Legal Description "B" set forth therein.
- 2. That during construction or removal of any pipeline or appurtenances, Grantee may utilize an additional strip of land not more than ten feet (10') in width on each side of Grantee's easement strip for working space only.

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- 3. That in the exercise of its rights hereunder, Grantee shall bury all line pipe to provide a minimum cover of 36 inches.
- 4. That Grantor shall have the right to use and enjoy the surface of the right-of-way provided that such uses will not interfere with the use of the right-of-way by the Grantee for any of the purposes hereinabove granted, it being understood that no building, structure, improvement, or obstruction, including, without limitation, 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, undergrowth, buildings, structures, improvements, fences, or other obstructions and 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, structures, improvements, and other obstructions in the exercise of its rights hereunder.
- 5. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.
- 6. That the rights of the Grantee may be assigned in whole or in part.
- 7. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the person securing this easement on behalf of the Grantee is without authority to make any agreement concerning this easement which is not set forth herein.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein, and in the Addendum, 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 <u>January</u> of <u>Wecember</u>, 1986.

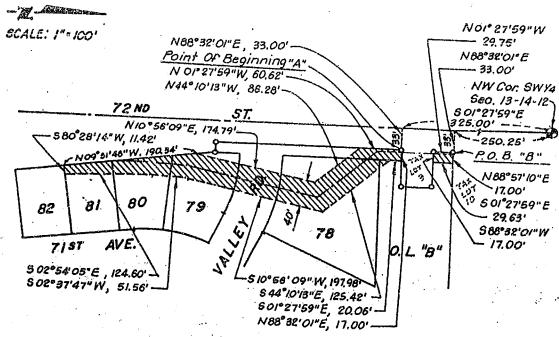
GRANTORS: ACKNOWLEDGMENT STATE OF Pubnacka, COUNTY OF Muglas? The foregoing instrument was acknowledged before Anniday of Nocealum, 1986, by Charles 6.5 My Commission Expires: SEREPAL NOTARY - Store of Robresh DEBORAH A. BURKE My Corre. Exp. Jan. 14, 198' The foregoing instrument was acknowledged before me on behalf of the corporation. Notary Public My Commission Expires: This Instrument Drafted By

RGM:eag/7

STATE OF COUNTY OF

60-114C

NORTHERN NATURAL GAS COMPANY EASEMENT



LEGAL DESCRIPTION "A"

A tract of land located in the Southwest 1/4 of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly

Commencing at the Northwest corner of the Southwest 1/4 of said Section 13; thence \$01°27'59"E (assumed bearing) along the West line of said Southwest 1/4 of Section 13, a distance of 325.00 feet to the Southwest corner of Tax Lot 9; thence N88°32'01"E along the South line of said Tax Lot 9, a said point also being the Point of Beginning; thence continuing N88°32'01"E along said South line of Tax Lot 9, a distance of 17.00 feet; thence \$01°27'59"E, a distance of 20.06 feet; thence \$44°10'13"E, a distance of 125.42 feet; thence \$10°27'59"E, \$10°56'09"W, a distance of 197.98 feet; thence \$02°37'47"W, a distance of 51.56 feet; thence \$02°54'05"E, a distance of 124.60 feet; thence \$60°28'14"W, thence \$09°31'46"W along said East right-of-way line of 72nd Street; of 190.34 feet; thence \$10°56'09"E, a distance of 174.79 feet; thence \$44°10'13"W, thence \$10°56'09"E, a distance of 174.79 feet; thence \$10°13"W, thence \$10°27'59"W along said East right-of-way line of 72nd Street; of 60.62 feet to the Point of Beginning.

LEGAL DESCRIPTION "B"

A tract of land located in the Southwest 1/4 of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly

Commencing at the Northwest corner of the Southwest 1/4 of said Section 13; thence SO1°27'59"E (assumed bearing) along the West line of said Section 13, a distance of 250.25 feet; thence N88°32'01"E, a distance of 33.00 feet to a point on the East right-of-way line of 72nd Street, said point also being the Point of Beginning; thence N88°57'10"E along the South line of Tax Lot 10, a distance of 17.00 feet; thence SO1°27'59"E, a distance of 29.63 feet to a point on the North line of Tax Lot 9; thence S88°32'01"W along said North line of Tax Lot 9, a distance of 17.00 feet to a point on said East right-of-way line of 72nd Street; thence N01°27'59"W along said East right-of-way line of 72nd Street, a distance of 29.75 feet to the Point of Beginning.

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ELLIOTT & ASSOCIATES 5316 SO. 132nd ST. OMAHA, NE 68137