

Know All Men by These Presents:

Affects Lots 44, 53, 54, 55 & 56 See Plat

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 foot 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, No. of 7583' E. of the SW corner of Sec. 33-15-11. Thence bearing N00-35'E a distance of 168'; thence bearing N29-35'W a distance of 756'; thence bearing N00-30'E a distance of 1055'; thence bearing N43-47'E a distance of 523'; thence bearing N00-10'W a distance of 354' to the W 1/2 line of the Sec. & the point of termination. Said point of termination being 2583' E. of the W 1/2 corner of the Sec. All in Sec. 33-T15N-R1E. 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 of July, 19 62.

John H. Siert Celia Siert JOHN H. SIERT CELIA SIERT

Right of Way Agent.

STATE OF NEBRASKA  
COUNTY OF DOUGLAS ss.

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. STERT and CELIA STERT, (husband and wife)

to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly 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 17 day of August, 1968

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

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) My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County.

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

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.