

16-15-11

Tract # _____

PIPELINE EASEMENT

Not US.

KNOW ALL MEN BY THESE PRESENTS:

That Omaha Public Power District

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of mutual benefit and other valuable considerations, the receipt of --- Dollars (\$ --) of which is hereby acknowledged, does hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, or pipelines, and appurtenances thereto, on, over, under, across and through a strip of land fifty feet (50) in width across the following described land situated in the County of Douglas and State of Nebraska, to-wit:

A fifty foot easement strip being twenty-five feet either side of a line described as beginning at a point 2,074 feet north and 33.0 feet west of the S 1/4 Corner of Section 16, T15N, R11E., Douglas County, Nebraska thence 25.0 Westeryly, thence South approximately 370 feet, thence 45° right approximately 500' to a point 25 feet from the south property line, thence 45° right approximately 2208 feet to a point 25' from the west property line, thence 90° right approximately 1243 feet to the centerline of the existing pipeline, thence westerly 25 feet to the property line and there terminating.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said land across the adjacent property of the Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than -- feet (--) in width on each side of the easement strip referred to above for working space only.
3. That during construction the Grantee will bury all line pipe to provide a minimum cover of 36 inches except in rock where a minimum cover of 20 inches will be provided.
4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of the Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's facilities.
5. That Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.

6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

L.R. & S. H. Hecker, Date 4/28/76; Insurance H. Peterson Date 4-29-76

Engr. A.E. Miller Date 4-27-76; Acc't Henry E. Dwyer Date 4/29/76

P&C [Signature]
Legal [Signature]

DS# 9092

7. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being Twenty-five feet on the right side and Twenty-five feet on the left side of the centerline thereof.

8. That in the event that the Grantee or its assigns shall at any time construct one or more additional lines of pipe within its easement strip the than owner of the land subject to this easement shall be entitled to receive an additional consideration of _____ for each pipeline so constructed, plus damages as provided for in Paragraph 4, above.

9. That the rights of the Grantee may be assigned in whole or in part.

10. 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 Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

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 parties hereto.

Dated this 29th day of April, 1976.

ATTEST:

Robert Moolie
Assistant Secretary

* OMAHA PUBLIC POWER DISTRICT

J. Wilkins
Group Manager
Engineering and Construction

STATE OF Nebraska:

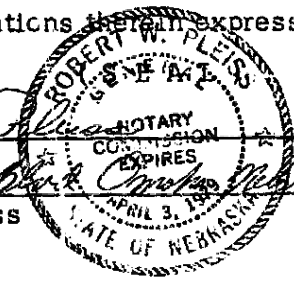
COUNTY OF Douglas:

On this 29th day of April, A.D., 1976, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Robert Moolie & J.L. Wilkins whose address is 1623 Horney St. Omaha, Neb. to me known to be the same person as named in and who executed the within and foregoing instrument, and acknowledged to me that They signed, executed and delivered said instrument as their free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written.

April 3, 1979
My Commission Expires:

* Robert W. Plets
3438 Hexter Blvd Omaha Neb
Address



STATE OF _____:

COUNTY OF _____:

On this _____ day of _____, A.D., 197____, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared _____

By Walter Doster Nelson
2223 Dodge St
16-15-11
Compared 16-15-11

E. Harold Oster
REGISTER OF DEEDS

THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register
of Deeds of said County and recorded in
Book 565 of Final
Page 325

RECEIVED
1976 MAY 25 AM 9 04
S. HAROLD CESTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Moolie
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