

KNOW ALL MEN BY THESE PRESENTS:

Form No. 2468

That Harry P. Mowinkel and Marge Mowinkel (husband and wife) of the County of Sarpy 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 she hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, (operating as PEOPLES NATURAL GAS division), 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 Sarpy and State of Nebraska, to-wit:

M.E. 1/4 of Section 34, T-14-N, R-11-E
Easement strip to be 20 ft. in width at the very north edge and the full east-west length of said property.

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 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, or existing utility services.
- (2) That it will pay to Grantor s any damages which may arise to growing crops, trees, shrubbery, fences or building from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one (1) 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 (3) persons shall be final, conclusive and binding upon the Parties hereto.

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 12th day of December A.D., 1963.

G. E. Thadsey Witness
Harry P. Mowinkel By Marge Mowinkel Owner(s) President

STATE OF Nebraska }
County of Sarpy } 33.

On this 12th day of December, A.D., 1963, before me, the undersigned duly commissioned and qualified authority in and for said County and State, personally came Harry P. Mowinkel and Marge Mowinkel to be known to be the identical person s whose name subscribed to the foregoing instrument as Grantor s and duly acknowledged the execution of the same as their voluntary act and deed, and the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal on the day and year last above written.

My Commission expires Sept. 11, 1966
NOTARY PUBLIC in and for Nebraska County, Sarpy



FILED FOR RECORD IN SARPY COUNTY NEBR. Jan 3 1964 AT 11:45 O'CLOCK A.M.
AND RECORDED IN BOOK 33 OF the PAGE 91 Oliver Dunken REGISTER OF DEEDS.