

RECEIVED

Pipeline Easement

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BOOK 784 PAGE 572

Line Number NEB 48801

GEORGE J. BUCLEWICZ
REGISTER OF DEEDS

Tract Number _____

Know All ~~Persons~~ ^{Persons} By These Presents:

That Adam A. Kirchofer

hereinafter referred to as Grantor, (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Northern Natural Gas Company, Division of Enron Corp., 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 and appurtenances thereto, on, over, under, across and through a strip of land approximately forty feet (40) in width across the following described land situated in the County of Douglas and State of Nebraska, to wit:

A tract of land located in the East half of the East half of the Northeast Quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M. Douglas County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of said Section 10; thence S00° 00'00"E (Assumed Bearing) along the East line of the Northeast Quarter of said Section 10, a distance of 676.94 feet to a point; thence N90° 00'00"W a distance of 62.10 feet to the true point of beginning and said point also being the Northeast corner of Lot 12 of the park Eighty Four Addition; thence N89° 17'21"W along the Northerly line of the Park Eighty Four Addition a distance of 586.11 feet to the Northwest corner of Lot 14 of the Park Eighty Four Addition; thence N00° 07'22"E a distance of 642.84 feet to a point on the South right-of-way line of "Q" Street and said point being 646.59 feet West and 33.00 feet South of the Northeast corner of said Section 10; thence S86° 36'14"E along the South right-of-way line of "Q" Street a distance of 147.53 feet to a point; thence S84° 29'17"E continuing along the South right-of-way line of "Q" Street a distance of 285.85 feet to a point; thence S85° 39'11"E continuing along the South right-of-way line of "Q" Street a distance of 77.00 feet to a point; thence Southeasterly, along a curve to the right (radius being 200.00 feet, chord bearing S24° 14'36"E, chord distance of 165.88 feet) an arc distance of 170.97 feet to a point on the West right-of-way line of 84th Street; thence S00° 04'03"W along the West right-of-way line of 84th Street a distance of 190.80 feet to a point; thence S00° 00'19"W continuing along the West right-of-way line of 84th Street a distance of 66.60 feet to a point; thence S03° 23'10"E continuing along the West right-of-way line of 84th Street a distance of 137.66 feet to a point; thence S00° 05'33"E continuing along the West right-of-way line of 84th Street a distance of 62.00 feet to the point of beginning and said tract contains 8.22 acres more or less.

To Have and To Hold unto said Northern Natural Gas Company, Division of Enron Corp., 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 pipeline 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 parking and roadways. The Grantor shall not construct or permit to be constructed any other improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipeline.

14936 *True*

BOOK 784 Del. ✓ N 10 14-22 Fee 25.20
PG. 572-576 Indx. ✓ MC. BC
OF Misc Comp. ✓ Comp. ON

It is further agreed as follows:

1. That during construction the Grantee will bury all line pipe to provide a minimum cover of 36 inches will be provided.

2. That the exact location of the easement strip conveyed hereby shall be established as shown on the attached Exhibit "A".

3. That Owner agrees to reimburse Northern for the actual cost of installing Heath Leak Detection Plugs every 20 feet along that portion of the 4-inch pipeline over which permanent surfacing is to be placed. Owner further agrees to reimburse Northern for the actual cost of installing Heath Leak Detection Plugs every 20 feet along the foundation of any building including subsequent construction where hard surfacing is continuous from the pipeline to the building foundation.

4. That Northern shall have the right and privilege of excavating in the Easement Strip as may be necessary for the repair, inspection, maintenance, replacement, or removal of said pipeline. Northern and Owner recognize the necessity for completing such work in the shortest possible time and each party agrees to cooperate with the other so that the work and restoration of the excavation may be completed in the shortest possible time. Except for emergency work on the pipeline, Northern agrees to give the Owner reasonable advance notice of the contemplated entry onto the Easement Strip to enable Owner and/or his Lessees to minimize disruption of business and traffic in the area. In the event that excavation is necessary within the Easement Strip where permanent surfacing has been placed, Owner agrees that Northern, at Owner's expense, may remove such surfacing as is necessary for the excavation, and that Northern has no responsibility for repair or replacement of such surfacing so removed, except that Northern does agree as follows:

- (a) That Northern will fill and compact any excavation to the condition existing prior to the excavation and sufficient to hold the surfacing to be replaced thereon; and if any surfacing replaced on an area excavated by Northern shall break or otherwise fall because of improper fill or compaction, Northern shall pay the expenses of repair or replacement thereof.
- (b) That when removing surfacing (or before turning the area back to Owner for restoration) Northern will cut the surfacing so that the lines of surfacing remaining are substantially straight rather than jagged.

If excavation within the Easement Strip is necessary, Northern shall not be liable for any damage including but not limited to, loss of business or business interruption losses, except that Northern shall be responsible for the repair or restoration of physical damage to surfacing or real or intangible personal property outside the Easement Strip resulting from the excavation activity.

5. Owner agrees that in constructing the proposed surfacing, or in the event of future grading, leveling, or improvement of the Owner premises, that it will reduce the cover over the existing pipeline no lower than 36 inches, and that if the cover is to be reduced below this limit that Owner will reimburse Northern for the actual cost of lowering the pipeline to maintain the requisite cover requirements.

6. Except as herein otherwise provided, Owner and Northern each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident caused by their servants, agents, licensees, invitees, contractors or subcontractors in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party.

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

8. 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.

Date this 1st day of July, 1986.

Adam A. Macek

State of Nebraska :

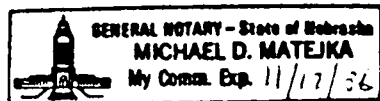
County of Douglas :

On this 1st day of July, A.D., 1986, before me a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Adam A. Macek

who address is 524 South 15th St. Lincoln, Neb. to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instruments as his free and voluntary act for the purposes and considerations therein expressed.

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

Michael D. Matejka My Commission Expires: November 17, 1986
Notary Public



(SEAL)

State of _____:

County of _____:

On this _____ day of _____, A.D., 19____, before me a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personall appeared _____

whose address is _____
to me known to be the same person _____ named in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed, executed and delivered said instrymnt as _____ free and voluntary act for the purposes and considerations therein expressed.

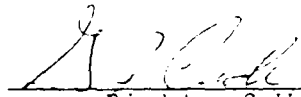
Given under my hand and seal on the day and year above written

Notary Public

My Commission Expires:

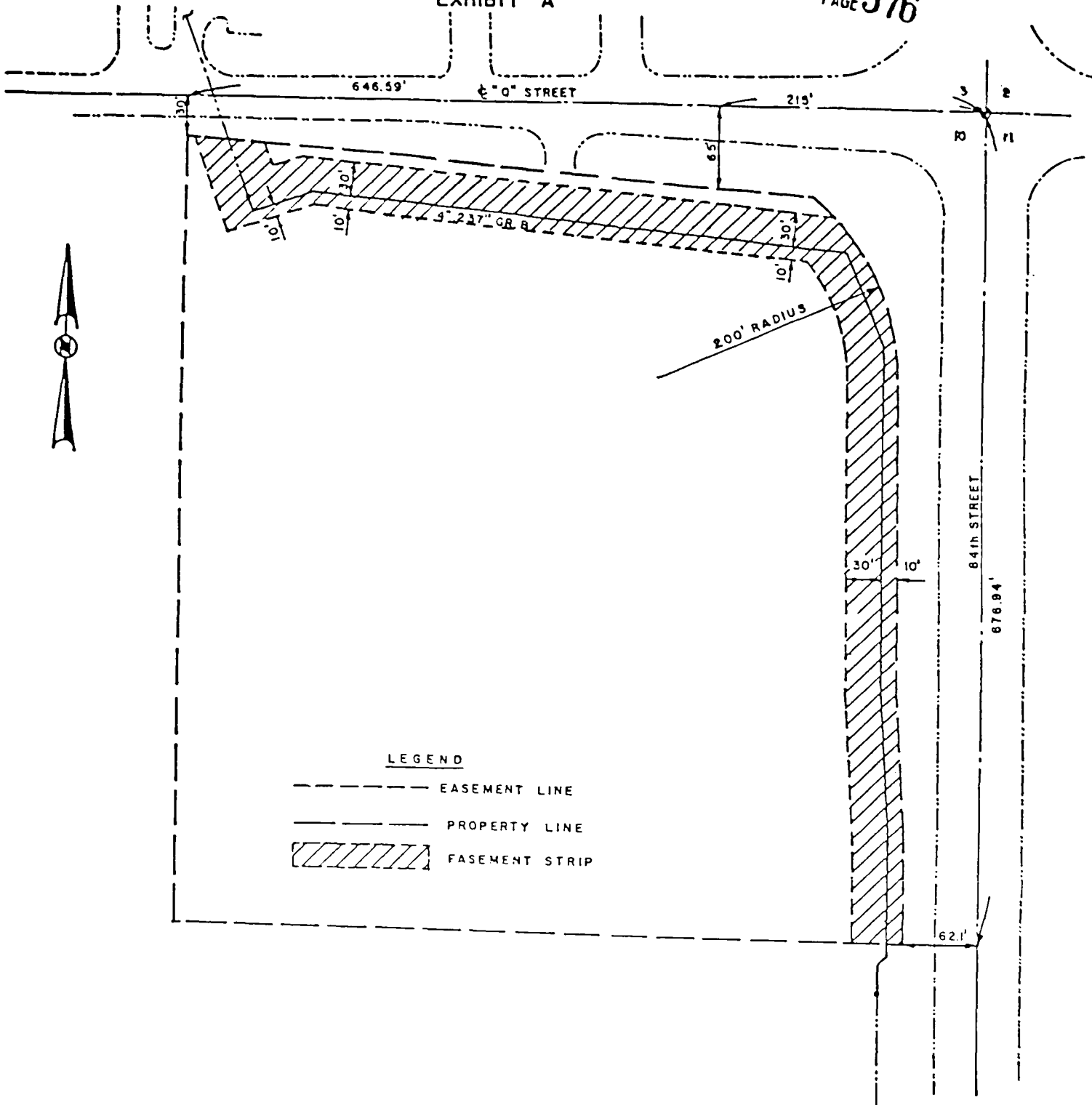
(SEAL)

This instrument drafted by:
Northern Natural Gas Company,
Division of Enron Corp.
2223 Dodge Street
Omaha, Nebraska 68102



Right-of-Way Agent

EXHIBIT "A"



LEGEND
 - - - - - EASEMENT LINE
 ———— PROPERTY LINE
 [Hatched Box] EASEMENT STRIP

LEGAL DESCRIPTION

A tract of land located in the East half of the East half of the Northeast Quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M. Douglas County, Nebraska and more particularly described as follows:

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