

Form #2910
Rev. 9/72

18-15-11

Line # _____
Tract # _____

PIPELINE EASEMENT

DS-8517 #2

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KNOW ALL MEN BY THESE PRESENTS:

That High Point, Inc.
hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of \$12,000.00 and other valuable considerations, the receipt of Twelve Thousand Dollars (\$12,000.00) 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 single pipeline and appurtenances thereto, on, under, across and through a strip of land Fifty feet (50) in width, being 25 feet on each side of a centerline described as follows:

Located in Douglas County, Nebraska, Sec. 18-T15N-R11E

Commencing at a point on the east line of Tax Lot 2 which is 1,342 feet south of the N/4 corner of said Section 18, thence S 89° 12' 53" W a distance of 25'-0", thence N 0° 42' 15" W a distance of 987.4'; thence S 89° 12' 53" W a distance of 1,480.6 feet to a point on the west property line which is 26.8 feet S.E. along said property line at a bearing of S 20° 54' 07" E from north line of Tax Lot 2 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 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 all purposes which do not interfere with the construction, operation or maintenance of the pipeline; provided, however, that Grantor shall not construct or permit to be constructed any residence or other permanent or semi-permanent structure or improvement thereon without the advance written consent of Grantee; provided further that roadways may be constructed across the easement without such consent so long as the final grade below referred to is not changed. Longitudinal roadways and other utility facilities may be constructed within the easement strip, subject to Grantee's advance written consent incorporating reasonable conditions with respect thereto.

It is further agreed as follows:

1. That during construction or removal of the pipeline the Grantee may utilize an additional strip of land not more than Ten feet (10) in width on each side of the easement strip referred to above for working space only.
2. 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 24 inches will be provided.
3. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, building 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.
4. 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 pipeline under and through the above described land.

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5. That the pipeline laid under the terms of this agreement is subject, for a period of seven years from the date of this agreement, to be lowered in place at the expense of Grantee upon written notice from Grantor. Grantee shall lower such pipeline as soon as it reasonably may do so, working in coordination with grading operations of Grantor. It is understood that such lowering shall be limited to a total of 2,000 feet and that said lowering shall be required only one time and will be accomplished as one project. It is further understood and agreed that Grantor will be required to request such lowering at such a time as to permit Grantee to complete the work during the period of time from the first day of April to the last day of September.

6. The cost of encasing the pipe, should it become necessary at any time due to either Grantee's policy or to conform to standards set by regulatory bodies with jurisdiction, will be borne by Grantee.

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.

Dated this 15th day of December, 1972.

ATTEST:

HIGH POINT, INC.

By: Sally L. Farnham
Sally L. Farnham

By: Harry J. Farnham
Harry J. Farnham, President

STATE OF NEBRASKA :
SS
COUNTY OF DOUGLAS:

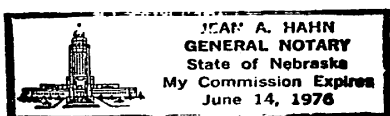
On this 15 day of December, 1972, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Harry J. Farnham, President, and Sally L. Farnham, Assistant Secretary of High Point, Inc. who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Assistant 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 Omaha, in said County, the date aforesaid.

My commission expires:

June 14, 1976
~~December 14, 1975~~

Jean A. Hahn
~~Madeyock R. Shaw~~ Notary Public
Jean A. Hahn



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
3 12 DAY OF April 19 73 AT 9:31 A M. C. HAROLD OSTLER, REGISTER OF DEEDS

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