

Know All Men by These Presents

That Gordon Company, a corporation

of the County of Douglas and State of Nebraska for and in consideration of the sum of Fifty Cents (50c) per line... 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...

The Northeast Quarter (NE 1/4) and the East Half of the Northwest Quarter (E 1/2 NW 1/4) and West Half of the Northwest Quarter (W 1/2 NW 1/4) lying South of Old Dodge Road of Section 21, Township 15, Range 12, except a tract of land described as follows: Beginning at the Northeast Corner of said Section 21, and running thence West on the North line of said Section 21, 667.5 feet; thence South 60 feet; thence on a curve to the left with a radius of 955.37 feet, 200 feet; thence South 12° East, 298 feet; thence on a curve to the right with a radius of 955.37 feet, 375 feet; thence South 10° 30' West, 6.5 feet; thence South 89° 30' East 580 feet to East line of Section 21; thence North 0° 30' East 380 feet to place of beginning.

The location of the pipe line on above described land to be within a strip one foot wide along the North side of the above described property, the North line of said strip being the South right-of-way line of the State Highway.

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 is hereby granting the uses herein specified without divesting grantor 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 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 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, not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor, 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, and upon the terms to be made, a tap in any gas pipe line constructed by grantor upon the above described premises for the purpose of supplying gas to grantor, in accordance with the rules and regulations of the grantor, and the above described premises only. All reasonable expenses for such tap to be furnished and paid by grantor, and the rules and regulations of the grantor shall be observed and followed by the grantor in the use and operation of the gas pipe line so supplied, and the grantor shall be held harmless and discharged from all liability in respect to any damage to or loss of property of the grantor or any person or persons caused by any use of the gas pipe line so supplied.

(4) That grantee shall be held harmless and discharged from all liability in respect to any damage to or loss of property of the grantor or any person or persons caused by any use of the gas pipe line so supplied.

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 Aug 21 day

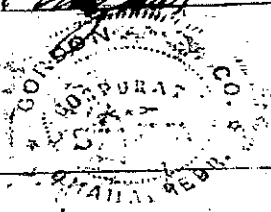
of Lincoln 1940

GORDON COMPANY, a Corporation.

By [Signature] President.

Attest: [Signature]

Secretary.



Notary of Way Agent.

STATE OF Nebraska
COUNTY OF Lincoln

On this 21st day of August A. D. 1940 before me,

a duly commissioned and qualified in and for said County, personally came the above named A. F. Gordon President,

S. A. Gordon Secretary of Gordon Company, a corporation 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 Omaha in said County, the date aforesaid.

[Signature]
Notary Public.

My commission expires the 2th day of April 1942

24 Recorded in Abstracted Index and Indexed in the Register of Deeds Office in Lincoln County, Nebraska
30 on August 1940 at 4:45 P.M. Thomas L. O'Connell, Register of Deeds