

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

This instrument drafted by:

(JUSTICE OF THE PEACE)
(SEAL)
(CASS CO., NEBRASKA)

R. L. Kays

STATE OF NEBRASKA : SS.

COUNTY OF CASS

On this 24th day of January, A.D., 1967, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Walter O. and Helen E. Marolf to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Roy E. Tennant

Notary Public in and for Cass County

My commission expires Jan, 1967.

STATE OF NEBRASKA : SS.
COUNTY OF _____

On this ____ day of _____, A.D., 19____, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came _____ to me known to be the identical person whose name _____ subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as _____ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

My commission expires _____, 19____. Notary Public in and for _____ County

PIPELINE EASEMENT
Edward Dowd et al
to
Northern Natural Gas Company

COMPARED

Filed 8 May 1967 at: 11:21 A.M.
Betty Philpot: Register of Deeds
By: Frances E. Wilson, Deputy
\$4.90 1/2

†Greenwood 20-21-22-23
MB-446-1-10

Form #2639-Nebr. Rev. 2-66

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Edward Dowd Mamie Dowd hereinafter referred to as Grantor, (whether one or more) for and in consideration of the sum of ~~ONE~~ Two Dollar (\$1.00) (\$2.00) per lineal rod and other valuable considerations, the receipt of Ten Dollars (\$10.00) of which is hereby acknowledged, does hereby grant and convey unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as Grantee, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate pipelines, and appurtenances thereto, over, under, across and through a strip of land Sixty feet (60') in width across the following described lands situated in the County of Cass and State of Nebraska, to-wit:

Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4); Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4); Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) Section Six (6), Township Eleven (11) North, Range Nine (9) East Lot Fifteen (15) of the Southwest Quarter

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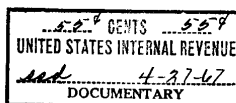
20334-REDFIELD & COMPANY, INC., OMAHA

FLEXIBLE HINGE
L. BROWN & COMPANY
LINCOLN, NEB.

of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty-one (31), Township Twelve (12) North, Range Nine (9) East

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 premises across the adjacent lands of the Grantor for the purpose of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon 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 purposes; provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed.

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 xxxxxxxxxxxx feet (xxxx) in width on each side of the easement strip referred to above for working space only.
3. That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.
4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences or buildings caused by the operations or activities of the Grantee; 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 replace or rebuild to the satisfaction of Grantor or of his representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipelines under and through the above-described premises.
6. 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 thirty feet on ~~the xxxxxxxxxxxx feet~~ either side of the centerline thereof.
7. That Grantee, upon written application by the Grantor, will make, or cause to be made, a tap in any gas pipeline constructed by Grantee, upon the above-described premises for the purpose of supplying gas to Grantor for domestic purposes only and not for re-sale, and for use upon the above-described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by Grantee. Said tap will be provided by Grantee from a convenient point on its main line or some lateral as the Grantee may determine, and gas to be taken under this provision shall be measured and furnished to the Grantor at the rates and upon the terms as may be established by Grantee, or by any vendee of Grantee, from time to time. All of the foregoing shall be subject, however, to Grantee's right, without further obligation to Grantor, to discontinue or interrupt its use of any such line or to transport substances

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through the same which are not suitable for use by Grantor.

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 then owner of the lands subject to this easement shall be entitled to receive an additional consideration of ~~One~~ Two Dollar per lineal rod for each pipeline so constructed.

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 22nd day of February, 1967.

Edward Dowd

Mamie Dowd

This instrument drafted by:

R. L. Kays

STATE OF NEBRASKA : SS.
COUNTY OF CASS :

On this 22nd day of February, A.D., 1967, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edward Dowd and Mamie Dowd to me known to be the identical persons whose names subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Roy E. Tennant J.P.

Notary Public in and for CASS County

My commission expires Jan, 1969.

(JUSTICE OF THE PEACE)
(SEAL)
(CASS CO., NEBRASKA)

STATE OF NEBRASKA : SS.
COUNTY OF :

On this day of , A.D., 19 , before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came to me known to be the identical person whose name subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

My commission expires 19 Notary Public in and for County

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