

90-14371  
FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
90-14371

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✓ INDEXED  
✓ RECORDED  
✓ GRANTOR  
✓ GRANTEE  
✓ FILED  
✓ CHECKED  
FILE

90 OCT -4 AM 11:32

PIPELINE EASEMENT

3050

*Shay D. Dowling*  
REGISTER OF DEEDS

For and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as Grantor, whether one or more), hereby bargains, grants, conveys, and warrants to NORTHERN NATURAL GAS COMPANY, Division of Enron Corp., a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, 68102 (hereinafter referred to as Grantee), the perpetual right, privilege, and easement to construct, maintain, and operate one or more pipelines and below ground appurtenances, including cathodic protection apparatus, thirty-six inches (36") beneath the surface of a strip of land fifty feet (50') in width in Sarpy County, Nebraska, legally described as follows:

A strip of land 50 feet in width, being 25 feet each side of a survey centerline in the NW $\frac{1}{4}$  of Section 34, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southeast Corner of the NW $\frac{1}{4}$  of said Section 34; thence North 89°33'55" West, along the South line of the NW $\frac{1}{4}$  of said Section 34 a distance of 791.51 feet; thence North 11°40'14" West, a distance of 48.06 feet to the point of beginning, said point being on the North right of way of State Highway 370; thence continuing North 11°40'14" West, a distance of 78.02 feet; thence North 4°41'34" East, a distance of 449.08 feet; thence North 10°42'24" East, a distance of 1894.11 feet; thence North 9°47'01" West, a distance of 208.65 feet to the point of termination, said point being North 89°33'24" West, along the North line of the NW $\frac{1}{4}$  of said Section 34, a distance of 463.57 feet from the Northeast Corner of the NW $\frac{1}{4}$  of said Section 34, containing 3.02 acres.

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It is further agreed as follows:

1. In the exercise of its rights hereunder, Grantee shall:

- (a) bury all line pipe to provide a minimum cover of 36 inches;
- (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work;
- (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor;
- (d) properly support each side of a contemplated fence opening by suitable post and braces before a fence is cut, and, where required, provide a temporary gate;
- (e) repair in a good and workmanlike manner all fences and drainage and irrigation systems which are cut or disturbed by Grantee; and
- (f) shall restore or pay, at Grantee's option, the Grantor for any damages caused by Grantee to grantor's growing crops, grasses, trees, shrubbery, fences, buildings, or livestock, provided, however, that the Grantee shall have the right, without liability for damages, from time to time to cut or clear trees or brush on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities, though Grantee has no obligation to do so.

2. Grantor shall have the right to use and enjoy the surface of the easement area for agricultural or commercial purposes including the growing and removal of crops and the placement thereon of hard-surfaced roads, driveways and parking areas provided that no building shall be placed within or upon the easement area without the express written consent of the Grantee. Grantee shall not be liable for damages caused on the easement area

by keeping the easement area clear of trees or brush which may pose a threat to the subject pipeline. Grantee shall replace at Grantor's expense any pavement material over the easement area, damaged as a result of Grantee's activities within the easement area whether for maintenance, repair or otherwise.

3. This instrument may be executed in counterparts, which together shall constitute one and the same instrument.

4. The rights of either party may be assigned in whole or in part.

5. This instrument contains the entire agreement of the parties; there are no other or different agreements or understandings between the Grantor and the Grantee or its agent; and the person securing this easement on behalf of the Grantee is without authority to make any agreement concerning this easement which is not set forth herein.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall insure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this 20 day of June, 1990.

CHALET PROPERTIES, A Nebraska  
General Partnership, Grantor

Witness:

Kathleen C. Smith

By: Velvetta Fay Patterson

NORTHERN NATURAL GAS COMPANY,  
Division of Enron Corp., A  
Delaware Corporation

Attest:

Leonda F. Jenkins  
Assistant Secretary

By: J. E. Harford  
Agent & Attorney in Fact

STATE OF NEBRASKA)  
  )SS  
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came Valerie J. Peterson general partner of Chalet Properties, a Nebraska General Partnership, known to me to be the general partner and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said general partnership.

WITNESS my hand and seal on June 20, 1990.

Betty L. Zinn  
Notary Public



STATE OF )  
 )  
COUNTY OF )

Before me, a notary public qualified for said county, personally came J.E. Hawford, the Agent & Attorney-in-Fact of Northern Natural Gas Company, Division of Enron Corp., a Delaware corporation, known to me to be the individual and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed and as such officer and the voluntarily act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and seal on October 1, 1990.

Betty J. Crosley  
Notary Public

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