

79-8

Know All Men by These Presents:

That Frank E. Mercurio was a single man.

of the County of Douglas and State of Nebraska for and in consideration of the sum of Fifty Cents (50c) in full 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, and the further consideration of the performance of the covenants and agreements by the grantee as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Douglas and State of Nebraska, to-wit:

Beginning at a point 2090-154/250' South of the Northeast corner of Sec 3-14-12; Thence West to the West line of the Northeast Quarter of Section 3; Thence South 514-101/250' to the South line of the Northeast Quarter of Sec 3; Thence East to the East Line of Sec 3; Thence North to a point of Beginning.

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, if 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, will make, or cause to be made, a tap in any gas pipe line 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, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantor according to the rules and regulations of the 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.
- (4) 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 pipe lines under and through the above described premises.

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 10th day of August 1940.

Frank E. Mercurio

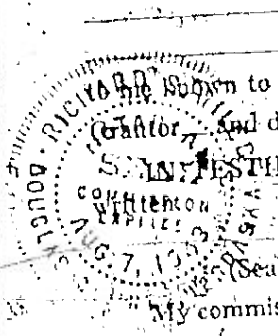
J. F. Jungling
Notary Public

STATE OF Nebraska } ss.

COUNTY OF Douglas

On this 10th day of August, A. D. 1940, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

Frank E. Mercurio



known to be the identical person whose name is subscribed to the foregoing instrument as Grantor, and duly acknowledged the execution of the same as his voluntary act and deed.

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

Richard S. White

Notary Public in and for Douglas County, day of August, 1940

My commission expires the 7.13.41 (Seal)

13 Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska on 30 day August 1940 at 9:47 A.M. Thomas J. O'Connor, Registrar of Deeds