

Shown on Plat.  
See Plat  
Check your lot.

18-15-11

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

BOOK 519 PAGE 429

That ELI M. ZALKIN and SARA ZALKIN, husband and wife, and ALLEN S. ZALKIN and MONIE ZALKIN, husband and wife, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Eleven Thousand Eight Hundred Thirty-Five Dollars (\$11,835.00), and other valuable considerations, the receipt 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 pipeline, or pipelines, and appurtenances thereto, on, over, under, across and through a strip of land fifty feet (50') in width across the following described land situated in the County of Douglas and State of Nebraska, to-wit:

The NE/4 and the N/2 NE/4 SE/4 and the N/2 NW/4 SE/4 of Section 18, Township 15 North, Range 11 East. More specifically described as follows: Beginning at a point in the East property line of this tract, said point being located 1402' South of the Northeast Corner of said Section 18, thence N 60°57'W, 190' to a point; thence S 85°33'W, 1085' to a point; thence S 89°12'W, 1417' to a point in the West line of this tract, said point being located 1342' South of the North line of said Section 18. In all, 2692'.

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 pipelines 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 agricultural purposes, pasturage or other similar purposes, and provided that the Grantor, their heirs, administrators, successors and assigns, shall have the unrestricted right to lay, maintain, replace, resize and service utility lines of all types and nature and sewer lines through, under and across said easement strip and the unrestricted right to lay, install, construct and use driveways, alleyways and streets across and over said easement strip, and full rights of ingress and egress over and across said easement strip at all times and in all ways; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than five feet (5') in width on each side of the easement strip referred to above for working space only. That 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.

2. That Grantee shall not at any time construct on or place upon said easement any improvement which shall have any part thereof which is not buried in accordance with the foregoing, except that Grantee may place visible above ground markers at fence lines and/or intersecting roadways, giving note of the presence of Grantee's buried pipeline.

3. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings 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, and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts occurring to any utility lines, sewer lines, driveways, alleyways and streets, whether now or hereafter existing, going under or over or through the easement area; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.

5. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

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 twenty-five feet (25') on the north side and twenty-five feet (25') on the south side of the centerline thereof, as set forth on Exhibit A attached hereto and by this reference made a part hereof.

7. 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 land subject to this easement shall be entitled to receive an additional consideration of ~~\$12,000.00~~ <sup>\$12,000.00</sup> for each pipeline so constructed, plus damages as provided for in Paragraph 3 above.

8. That the rights of the Grantor or Grantee may be assigned in whole or in part.

9. 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 30<sup>th</sup> day of October, 1972.

Allen Zalkin Grantor

Allen M. Zalkin Grantor

Menio Zalkin Grantor

Sara Zalkin Grantor

ATTEST:

NORTHERN NATURAL GAS COMPANY,  
a Delaware corporation - Grantee

By: [Signature]  
Secretary

By: [Signature]  
Vice President

