

Easement

KNOW ALL MEN BY THESE PRESENTS:

That Ginger Limited Partnership, a Nebraska Partnership

of the County of Douglas and State of Nebraska

(hereinafter referred to as Grantor, whether one or more), for and in consideration of the sum of One Dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE, and RELINQUISH unto Peoples Natural Gas Company, Division of InterNorth, Inc., (hereinafter referred to as "Grantee"), the right, privilege, and easement to construct, erect, maintain and operate a district regulator station, and appurtenances and accessories thereto, upon the following described lands situated in the County of Douglas, and State of Nebraska, to-wit:

From the N.E. corner of Sec. 34, T16N, R9E of the 6 pm, Douglas County Nebraska south a distance of 532' then west a distance of 86' to the point of beginning, then west 14', then south 30', then east 14', then north 30' to the point of beginning.

TO HAVE AND TO HOLD unto said Peoples Natural Gas Company, Division of InterNorth, Inc., its successors and assigns, together with the right of ingress to and egress from said premises, for the purpose of constructing, installing, inspecting, repairing, maintaining, replacing, re-sizing, and relocating the property of the Grantee located thereon, or the removal thereof, in whole or in part, at the will of the Grantee.

It is agreed that any regulators, valves, buildings or other improvements, and appurtenances and accessories thereto, and any equipment constructed, erected, installed or placed upon the above described lands by Grantee shall not become affixed to the realty in the sense of permanent fixtures forming part of the freehold, but that they shall be and remain the personal property of Grantee, with the right of removal by the Grantee at any time and from time to time as herein provided.

As a further consideration for this grant, the Grantee herein agrees that it will pay to Grantors any damages which may arise to growing crops, trees, shrubbery, fences, or buildings from the construction, maintenance or operation of said regulating station, provided, however, that the Grantee shall not be liable for damages, either recurrent or otherwise, which shall arise solely from the deprivation of Grantor's use of the area of said real estate upon which said regulating station may be erected.

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 and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 17<sup>th</sup> day of July, 19 84

WITNESS

GRANTOR(S)

Donald E. Lamp

Donald E. Lamp General Partner  
WITNESSED BY  
1984 JUL 17 AM 10:00

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_, before me, the undersigned duly commissioned and qualified in and for said county, personally came the above named \_\_\_\_\_ President, \_\_\_\_\_ Secretary, of \_\_\_\_\_ 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 \_\_\_\_\_ in said County, the date aforesaid.

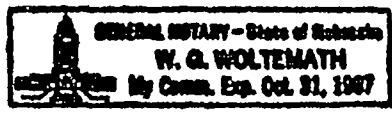
\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 12<sup>th</sup> day of July, A.D., 19 84, before me the undersigned duly commissioned and qualified authority in and for said county and state, personally came Donald E. Lamp, General Partner of Gingen Limited Partnership 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 his voluntary act and deed.

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



W. G. Woltemath  
Notary Public in and for  
Douglas  
County Nebraska

My Commission expires  
Oct. 31, 1987

PEOPLES NATURAL GAS  
SKETCH OF PROPOSED PROJECT

TOWN \_\_\_\_\_ DATE \_\_\_\_\_ SCALE \_\_\_\_\_ REQ. NO. \_\_\_\_\_



County Rd 108

Hwy

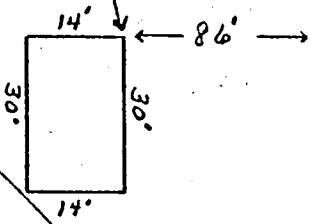
64

N.E. CORNER  
Sec. 34, T.16N,  
R.9E.

Point of  
Beginning

532'

Ginger Cove Road



18 miles

RECEIVED  
1984 JUL 27 AM 8:43

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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