

Liberty A.D.
D.A.

Hillsborough Estates

Affects
+ from 370 PREL 17
lots 121-38 064
lot 97

Form 602, I.M. R. & C.

Know All Men by These Presents

That NELLIE DELLO ANDERSON, a widow by SIMEY D. ANDERSON, GUARDIAN
R.R. # 7 Benson Station, Nebraska,

of the County of Douglas and State of Nebraska for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, 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 thereto belonging, including riparian rights, situated in the County of Douglas and State of Nebraska, to-wit:

Location of said pipeline to be in accordance with the plat attached hereto and made a part hereof.

the East 123 2/3 rods of the East 3/4 of the North half of Section 1, except beginning at the Southeast corner of the Northeast quarter, thence North 938', thence West 340.55', thence South 938', thence East 340.55' to the point of beginning, containing 7 1/3 acres, all in Section 1, Township 15, Range 11, Douglas County, Nebraska.

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, at the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor 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 line 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, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by 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 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.

BUY 379 No 178

IN WITNESS WHEREOF we have hereunto set our hands this 23rd day of February 19 62

Mellie Dillon Anderson
Mellie Dillon Anderson

By Sidney D. Anderson
Sidney D. Anderson, Guardian
for Mellie Dillon Anderson

Walter Howard
Walter Howard
Notary Public

STATE OF Nebraska
COUNTY OF Douglas ss.

On this 23rd day of February A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Sidney D. Anderson and signed as Guardian for Mellie Dillon Anderson, a widow.

to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and who acknowledged the execution of the same as a voluntary act and deed.

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

Walter Howard
Notary Public in and for Douglas County.
My commission expires the 31 day of December 1966

STATE OF _____ 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 is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as a voluntary act and deed.

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

(Seal)
My commission expires the _____ day of _____ 19____
Notary Public in and for _____ County.

EASEMENT GRANT

FROM _____

TO _____

NORTHERN NATURAL GAS COMPANY

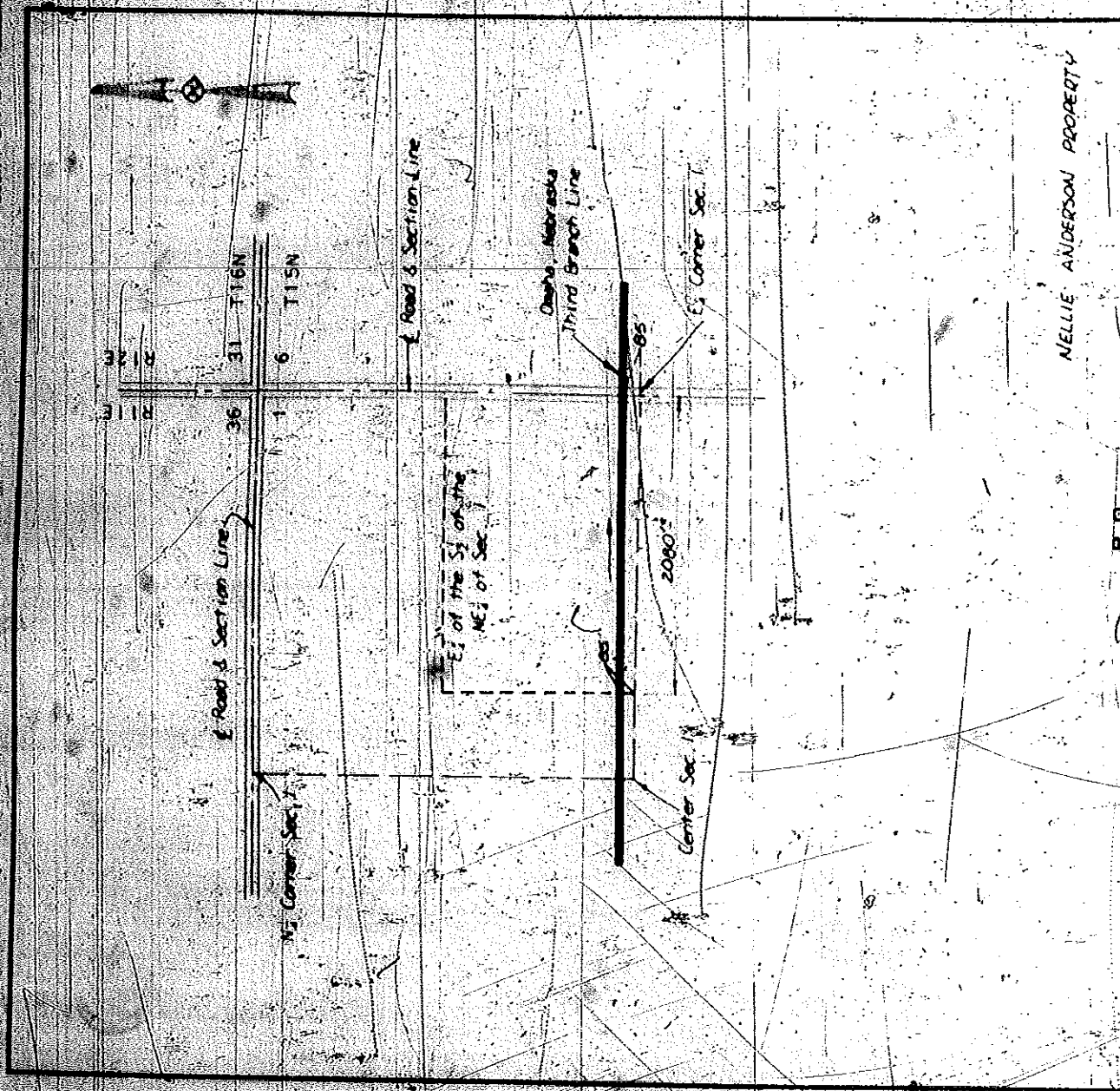
STATE OF NEBRASKA, }
COUNTY, }

Filed for record the _____ day of _____ 19____

at _____ o'clock _____ M., and recorded _____ of _____ in Book _____ at Page _____

Register of Deeds _____ Deputy

800 379 and 179



MELLIE ANDERSON PROPERTY

P. D.

W. O.

1962 CONSTR.

NORTHERN NATURAL GAS CO.

OMAHA

NEBRASKA

REVISED

OMAHA, NEBR. THIRD BRANCH LINE

IN

E3/4 OF THE S1/2 OF THE NE1/4 OF

SEC. 1 T15N R17E

DOUGLAS COUNTY, NEBRASKA

SCALE 1" = 1000' DATE 1/22/62

NN-N-2-71

DR. BY DWIGAT

CHECKED

DATE

STANDARD PLUMBING, OMAHA, NEBR.

DWG. NO. 4 P

1050
11-15-11
P.O. Box 108
Dodge, Neb.
By _____

Register of Deeds
Thomas J. Connor

Page 177
Book 329 of *Final*
Entry of said County was recorded in
for record in the office of the Register of
Deeds in Douglas County and this
entry is hereby indexed and filed
THE STATE OF NEBRASKA
Douglas County

THOMAS J. CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1922 APR 17 AM 10:56

RECEIVED

6
Thos

616
180