

76-9687

EASEMENT

THIS AGREEMENT MADE and entered into this 28th day of ~~XXXXXX~~ April 1972, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern") and MADELINE JACOBSON PROPERTIES, INC., a Nebraska corporation and SIGNAL HILL PARK, INC., (hereinafter referred to as "Owners").

WHEREAS, Northern is the holder of an Easement Grant covering the Northeast Quarter of Section 8, Township 14 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, and other lands, all as described in the Easement Grant recorded in Book 335 of Miscellaneous Records at Page 119 and further defined with particularity in a Modification Agreement recorded in Book 432 of Miscellaneous Records at Page 535, all in the office of the Register of Deeds for Douglas County, Nebraska; and

WHEREAS, Owners have now platted the area in which Northern holds said easement rights and all of said land is now described by lot numbers in Roxbury, a Subdivision in Douglas County, Nebraska; and

WHEREAS, in the development of said area and in the paving of the streets in Roxbury it has become necessary to lower a segment of Northern's existing pipeline and relocate same. That to accomplish this end the Owners have agreed to grant additional easement ways and Northern has agreed to relinquish to Owners any existing easement way abandoned by said relocation, all as set forth in a separate contract executed between the Owners and Northern covering the cost of relocation.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, and the mutual covenants, promises and performances of the Parties, as hereinafter set forth, it is agreed as follows:

1. That Madeline Jacobson Properties, Inc., a Nebraska corporation, and Signal Hill Park, Inc., a Nebraska corporation (Owners) do hereby grant, release, and relinquish unto Northern Natural Gas Company, a Delaware corporation, its successors and assigns, the right, privilege and easement to construct, maintain, and operate pipelines and appurtenances thereto, over and through the following described lands situated in the County of Douglas and State of Nebraska. The exact extent and location of the easement way granted by this instrument is set forth in Exhibits 1 through 28 inclusive, which are attached hereto and by reference made a part of this instrument, and shall control the easement description.

Lot	397	Roxbury	Easement	Description	Exhibit
"	396	"	"	"	1
"	395	"	"	"	2
"	359	"	"	"	3
"	358	"	"	"	4
"	357	"	"	"	5
"	356	"	"	"	6
"	351	"	"	"	7
"	385	"	"	"	8
"	384	"	"	"	9
"	383	"	"	"	10
"	382	"	"	"	11
"	381	"	"	"	12
"	380	"	"	"	13
"	379	"	"	"	14
"	378	"	"	"	15
"	377	"	"	"	16
"		"	"	"	17

Lot	375	Roxbury	Easement	Description	Exhibit
"	374	"	"	"	18
"	375	"	"	"	19
"	376	"	"	"	20
"	377	"	"	"	21
"	378	"	"	"	22
"	379	"	"	"	23
"	380	"	"	"	24
"	381	"	"	"	25
"	382	"	"	"	26
"	383	"	"	"	27
"	384	"	"	"	28

To have and to hold unto the said Northern Natural Gas Company, its successors and assigns, so long as such pipeline and appurtenances thereto shall be maintained, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of Northern located thereon.

- That Northern shall have all the rights and benefits granted to it in the original Easement Grant as recorded in Book 335 at Page 119 of the Miscellaneous Records and as modified by the instrument recorded in Book 432 at Page 535 of said Miscellaneous Records, and shall be bound by all the duties and obligations therein set forth.
- That owners shall not build, create, construct, nor allow to be built, created or constructed, any building or other structure, nor alter the grade or permit such alteration anywhere on the land upon which Northern has been granted its easement rights without the written consent of Northern except when such alteration would be such as to leave the covering over said pipeline a depth of not less than 36 inches, and Northern hereby expressly grants to Owners herein the right to build, create or to construct hard surface roads and utility lines over, under and across the land upon which Northern has its easement rights. Prior to any construction in the vicinity of Northern's pipeline Owners will notify Northern of their plans and will take such reasonable precautions as may be necessary for the protection of Northern's facilities.
- Notwithstanding any limitations stated or implied in the original Easement Grant, Northern shall and by these presents does have the right, privilege and authority to lay, construct, maintain, operate, inspect, alter, repair, remove, change the size of, replace or relocate at any time or from time to time, one or more additional pipelines at such locations upon the strip of land described in Paragraph 1 as it may choose. For each additional line which Northern constructs upon said strip of land, it shall pay Owners the consideration agreed to in the original Easement Grant within a reasonable time subsequent to the completion of the construction thereon.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

"OWNERS"

By W. J. Jacobson
Vice President
Attest: Robert A. Jacobson
Assistant Secretary

MADELINE JACOBSON PROPERTIES, INC.

By Robert A. Jacobson
Secretary
SIGNAL HILL PARK, INC.

By Robert A. Jacobson
President
Sec'y

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified in said County, personally came Madeline Jacobson, President of Madeline Jacobson Properties, Inc., a Nebraska corporation, and also President of Signal Hill Park, Inc., a Nebraska corporation, who is known to me to be the President of said corporations and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of each of said corporations, and that the corporate seal of each corporation was thereto affixed by its authority.

April 1972. James D. Schuman
Notary Public

My Commission expires:

16 Nov 1975

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11 day of April, 1972, personally appeared Madeline Jacobson, to me personally known, who being by me duly sworn, depose and say that she is Vice President of Northern Natural Gas Company and that she has affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by her as such officer by authority of its board of directors, and she and each of said corporations acknowledged said instrument to be the free and lawful act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notary Seal this day and year in this certificate above written.



James D. Schuman
Notary Public

My Commission Expires: February 15, 1975

INC.
Notary
ary
dent
Society

BOOK 512 PAGE 148

N 77° 29' 15" W
275.00

END RELOCATION - 25'
N 52° 29' 15" W
55.56'

N 77° 29' 15" W
176.92'

S 86° 10' 10" W
156.76'

S 64° 10' 29" W
113.26'

S 54° 10' 29" W
153.43'

N 43° 26' 27" W
509.22'

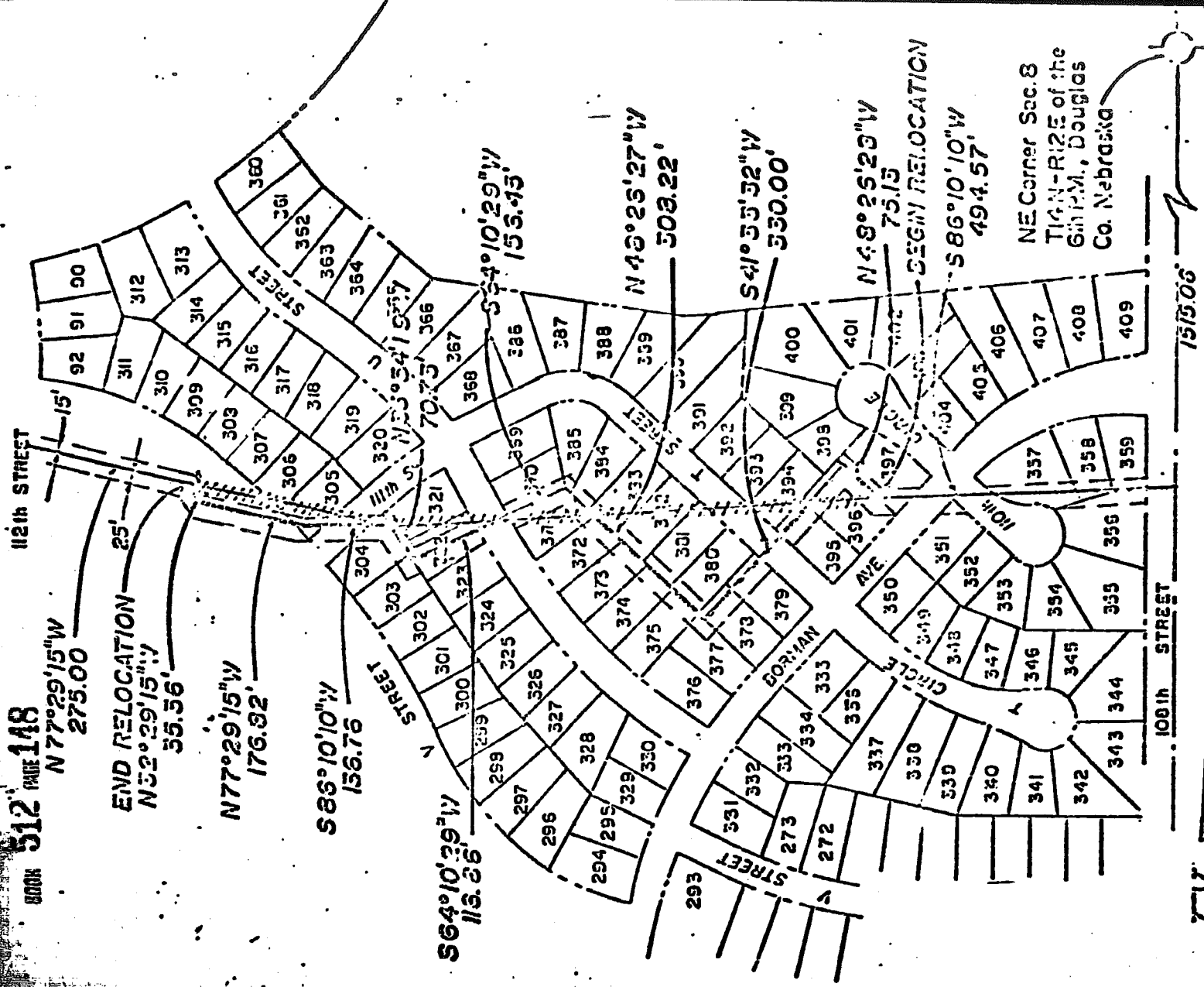
S 41° 55' 52" W
530.00'

N 48° 25' 29" W
75.15'

BEGIN RELOCATION

S 86° 10' 10" W
494.57'

NE Corner Sec. 8
T14N-R12E of the
6th P.M., Douglas
Co. Nebraska



SCALE 1" = 200'

LEGEND

- EXISTING GASLINE
- - - PROPOSED RELOCATION
- ||||| LINE TO BE REMOVED

GOLLEHON, SCHEMME & ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • PLANNERS

DATE: 1-13-77