

37-306

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Harvey Mahloch and Alice Mahloch, his wife

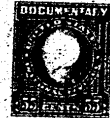
NB 586-1-5

hereinafter referred to as Grantor,

(whether one or more) for and in consideration of the sum of One Dollar (\$1.00) per lineal rod and other valuable considerations, the receipt of One Dollars (\$1.00) of which is hereby acknowledged, does hereby grant and convey unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as Grantee, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate pipelines, and appurtenances thereto, over, under, across and through a strip of land Eighty feet (80') in width across the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

North One Half of the Northeast Quarter (N1/2NE1/4) of Section 23, Township 13, Range 11

This Contract shall be modified as to location of the line in the event any houses are constructed on the above described property.



FILED FOR RECORD IN SARPY COUNTY NEBR. Sept 29, 1966 AT 9 O'CLOCK AM.

AND RECORDED IN BOOK 37 OF MISS PAGE 306 Alice Mahloch REGISTER OF DEEDS

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 premises across the adjacent lands of the Grantor for the purpose of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon 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 purposes; provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed.

It is further agreed as follows:

1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than xxxxxxxxxxxxxx feet (xxxx) in width on each side of the easement strip referred to above for working space only.
3. That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.
4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences or buildings caused by the operations or activities of the Grantee; 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.
5. 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 pipelines under and through the above-described premises.
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 40 feet on the either side and xxxxxxxxxx xxxxxxxxxxxxxx feet on the xxxxxxxxxxxxxx side of the centerline thereof.
7. That Grantee, upon written application by the Grantor, will make, or cause to be made, a tap in any gas pipeline 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 Grantee. Said tap will be provided by Grantee from a convenient point on its main line or some lateral as the

15769

37-307

Grantee 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. All of the foregoing shall be subject, however, to Grantee's right, without further obligation to Grantor, to discontinue or interrupt its use of any such line or to transport substances through the same which are not suitable for use by Grantor.

8. 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 lands subject to this easement shall be entitled to receive an additional consideration of One Dollar per lineal rod for each pipeline so constructed.

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

10. 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 24th day of March, 1966.

Harvey Mahloch
Harvey Mahloch

Alice Mahloch
Alice Mahloch

This instrument drafted by:

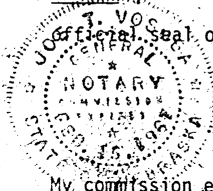
George Bruner
George Bruner

STATE OF NEBRASKA : SS.
COUNTY OF SALINE :

On this 24th day of March, A.D., 1966, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Harvey Mahloch and Alice Mahloch

to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

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



Joe T. Vosoba
Joe T. Vosoba
Notary Public in and for Saline
County

My commission expires Feb. 15, 1967.

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

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

My commission expires _____, 19____, Notary Public in and for _____ County