

Know All Men by These Presents:That Leonard W. Penke and Helen P., his wife.

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 line 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 thereunto belonging, including riparian rights, situated in the County of Douglas and State of Nebraska to-wit:

A tract of land lying in the Northwest quarter (NW $\frac{1}{4}$), more particularly described as follows: Commencing at the Northwest (NW) corner of Section 6, thence South (Assumed bearing) along West line of said section, a distance of 1763.56 feet to point of beginning, thence North 89 degrees 34 minutes East for a distance of 989.20 feet, thence South for a distance of 879.71 feet, thence South 89 degrees 27 minutes West for a distance of 989.20 feet, thence North along the West line of Section 6 for a distance of 881.78 feet to point of beginning (Containing 20 acres) in Section 6, Township 15, Range 12. Said easement right shall be limited to 50 feet; 25 feet on either side of the centerline of said pipeline as schematically shown on Exhibit "A", which is attached hereto, and made a part hereof. During construction, Grantee may use up to 75 feet in width. This easement provides for one pipeline only.

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, or 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 their 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.

IN WITNESS WHEREOF we have hereunto set our hands this 8th day of June, 1962 of Leonard W. Penke Helen P. Penke

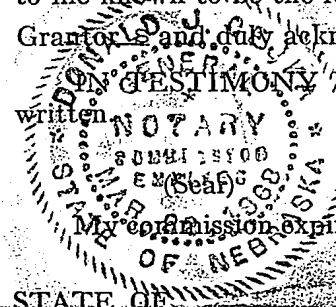
Larry Walker Right of Way Agent.

STATE OF NEBRASKA } COUNTY OF douglas } ss.

On this 8th day of May June, A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Leonard W. Penke and Helen P. Penke, his wife

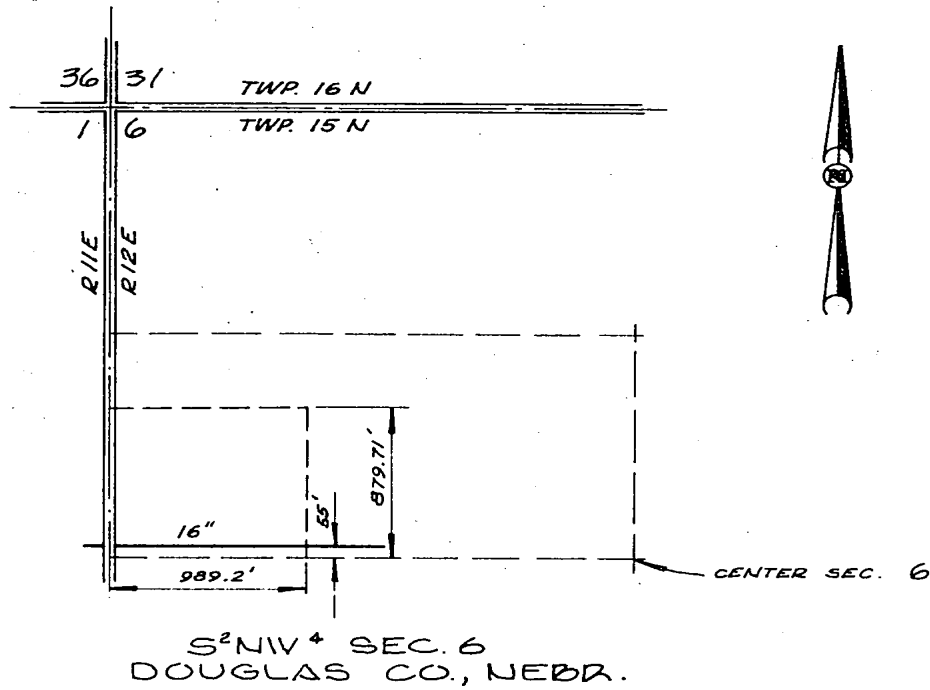
to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

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



Donald J. Egan Notary Public in and for Douglas County. My commission expires the 12th 2nd day of August MARCH, 1968.

STATE OF



LEONARD W. & HELEN P. PENKE PROPERTY
 NB-493-1-102

P. O.
 W. O. 1962 CONSTR.

NORTHERN NATURAL GAS CO. OMAHA NEBRASKA		REVISED
OMAHA, NEBRASKA 3 RD BRANCH LINE IN SW ⁴ NW ⁴ T15N R12E DOUGLAS COUNTY, NEBRASKA		
SCALE 1"=1,000'		DATE 3-30-62
DR. BY <i>DJW</i>	TR. BY	CHECKED <i>SA</i>
		APPROVED <i>KWJ</i>

Line Location Description for the Proposed 16" Omaha Third Branch Line Tract No. 102 Leonard W. Penka & Helen P., his Wife

Commencing at the NW corner of Section 6-T15N-R12E, Douglas County, Nebraska; thence south along the west line of the section, a distance of 2575 feet to the centerline of the proposed 16" pipeline; thence east 33 feet to a point of beginning; thence east a distance of 956.20 feet to the east line of said tract No. 102 and point of termination; said point of termination being 55 feet north of and 989.2 feet east of the W 1/4 corner of said Section 6-T15N-R12E, Douglas County, Nebraska.

1-2

D

RECEIVED
JUN 25 AM 8 11
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County
Entered in duplicate under and filed
for record in the office of the Register of
Deeds of said County and recorded in
Book 382 of Meas
Page 355

Thomas J. O'Connor
Register of Deeds

By
MAIL Western National Trust Co
P.O. Box 308
Lincoln Neb.
6-15-12
6-15-12
600

6-15-12