

896/110

) Recording Fee \$1.50
) File No. 4206 613-6
Compared
) **E A S E M E N T**
 DENA P. BEKINS et al.,)
 to) KNOW ALL MEN BY THESE PRESENTS:
) That John Bekins Dena P. Bekins, Mattie Catherine
 NORTHERN NATURAL GAS COMPANY) Pedersen single, John P. G. Pedersen, Gertrude L. Pedersen,
 Filed April 4th A. D. 1944) Viola Nelson, James C. Nelson, Anna Charlotte Nielsen,
 At: 3:30 o'clock P.M.) Dorothy E. Christensen, Recorder) Chris O. Nielsen and Henry F. Pedersen, Jewale G. Pedersen
 ----- for and in consideration of the sum of Fifty Cents (50¢)
 per lineal rod, which consideration is to be paid when and as the location of the 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 gran-
 tee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHE-
 ERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVI-
 LEGE and EASEMENT to construct, maintain and operate a pipe line, and appurtenances thereto
 over and through the following described lands and appurtenances thereunto belonging, includ-
 ing riparian rights, situated in the County of Pottawattamie and State of Iowa, to-wit:
 Southeast Quarter (SE $\frac{1}{4}$) and the East Half of the Southwest Quarter
 (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Eleven (11), Township Seventy-four (74) North,
 Range Forty-four (44) West, South and East of Indian Creek.
 TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and
 assigns, so long as such pipe line, 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 there-
 on, or the removal thereof, in whole or in part, at the will of the grantee; it being the
 intention of the parties hereto that grantors are hereby granting the uses herein specified
 without divesting grantors 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 pipe laid upon said land to a sufficient depth
 so as not to interfere with the cultivation of the soil.
 (2) If at any time the land covered by this easement, or any part thereof,
 shall be needed by said grantors for future construction of buildings to
 be erected thereon, the grantee will change its pipe line and release its
 rights herein, provided that the grantors will at the same time afford
 another route over its property not less in area and carrying the same
 rights and privileges to the grantee as are given in this instrument, and
 said change shall be made at the expense of said grantee. If the land, or
 any part thereof covered by this easement, is needed by grantors, they will
 give the grantee written notice of that fact, and the grantee, within 60
 days thereafter, will change the pipe line to the new route and easement
 granted it by grantors, and the grantee in making such change shall have
 the additional right and privilege of the temporary use of such property
 belonging to grantors as may be necessary to keep the service of said pipe
 line continuous and uninterrupted during the time necessary to make such
 change.
 (3) That it will pay to grantors any damages which may arise to
 growing crops, trees, shrubbery, fences or buildings from the construct-
 ion, maintenance or operation of said pipe line, said damages, if not mutually

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persons, one of whom shall be appointed by the grantors, 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.

(4) That grantee, upon written application by the grantors, will make, or cause to be made, a tap in the gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantors for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantors according to the rules and regulations of the grantee. Said tap will be provided by grantee from a convenient point on its pipe line as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.

(5) That grantee will replace or rebuild to the satisfaction of grantors 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 line 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 out hands this 27 day of October 1943.

John Bekins	Viola Nelson
Dena P. Bekins	James C. Nelson
Mattie Catherine Pedersen	Anna Charlotte Nielsen
John P. S. Pedersen	Chris O. Nielsen
Gertruda L. Pedersen	Henry F. Pedersen
	Jessie G. Pedersen

STATE OF NEBR. }
COUNTY OF DOUGLAS } ss

On this 27 day of October, A.D. 1943, before me, personally appeared John Bekins & Dena P. Bekins to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Emmet S. Brumbaugh
Notary Public

(NO SEAL)
12/1/47

STATE OF NEBR. }
COUNTY OF DOUGLAS } ss

On this 27 day of October, A.D. 1943, before me, personally appeared Mattie Catherine Pedersen to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Emmet S. Brumbaugh
Notary Public

(No Name)
Notarial Seal
Commission expires 12/1/47
Douglas County, Nebraska.