

Pub-340

KNOW ALL MEN BY THESE PRESENTS:

THAT J. C. Rahel and Jessie H. Rahel, his wifeof the County of Douglas and State of Nebraska, for and in consideration of the sum of Fifty Dollars

(\$ 50<sup>00</sup>), receipt of which is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT unto PEOPLES NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate a natural gas regulator setting and appurtenances thereto, under and upon the following described land situated in the County of Douglas and State of Nebraska, to-wit:

Northeast Quarter (NE $\frac{1}{4}$ ) of Section 22, Township 15, Range 12. The sod removed in the construction of the pipe line past the premises and to the regulator will be replaced. No trees or spirea to be removed or damaged in the construction of the regulator.

TO HAVE AND TO HOLD unto said PEOPLES NATURAL GAS COMPANY, its successors and assigns, so long as such regulator setting 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 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 construct said regulator setting in a pit upon said described land and said pit will be constructed and covered in such a manner as to prevent injury or damage to the livestock of the grantors upon the premises. Grantee shall not fence said described land and the only construction by grantee above the surface thereof shall be on and above the necessary covering of said pit and such construction shall be confined to appurtenances reasonably necessary to protect grantors property in the manner aforesaid.

(2) That it will pay to grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pit and regulator setting.

(3) That grantee, upon written application by the grantors will make, or cause to be made, a tap in the gas pipe line constructed in said regulator setting 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 only upon the farm of which the above described land is a part. 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 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.

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 26 day of September, 1940.

Right of Way Agent.

J. C. Rahel  
Jessie H. Rahel

~~STATE OF NEBRASKA~~

~~SS.~~

~~COUNTY OF DOUGLAS~~

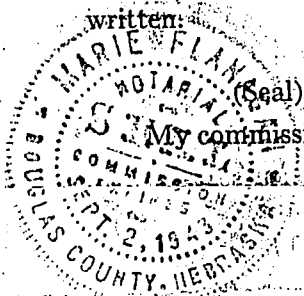
STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this \_\_\_\_\_ day of September, A. D. 1940, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

J. C. Rahel and Jessie H. Rahel, his wife,

to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor 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



Marie Flanagan  
Notary Public in and for Douglas County.  
My commission expires the 2nd day of September, 1943.

J. Entered in Substantial Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
on October 18 1940 at 3:40 P.M. W. Thomas J. O'Connor, Keeper of Records.