

# EASEMENT GRANT

55

STATE OF NEBRASKA  
 COUNTY OF DODGE  
 Frank J. Connerley and  
 May J. Connerley  
 Northern Nat'l Gas Co.  
 Registered in  
 the 30th day of October  
 and recorded in Book P  
 page 55  
 of Abstracts  
 Book 152  
 in the  
 office of said County  
 Recorder at  
 Kearney, Nebraska, A.M.  
 KITTIE A. HOLSIS  
 County Clerk—Recorder of Deeds,  
 by  
 Fee: \$1.50

Know All Men by These Presents: That Frank J. Connerley and May J. Connerley, his wife,

of the County of Dodge and State of Nebraska, for and in consideration of the sum of Fifty Cents (\$0.50) per line used and through the legal heirs and assigns, shall be established, surveyed, and measured, and the further consideration of the performance of the covenants and conditions herein expressed, do hereby grant, demise and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors and assigns, the right, privilege and EASEMENT to construct, maintain and operate gas pipes, and appurtenances thereto, over and through the following described land, to wit: the following land and appurtenances thereto belonging, including riparian rights, situated in the County of Dodge and State of Nebraska, to-wit:

East Half (E $\frac{1}{2}$ ) Southeast Quarter (SE $\frac{1}{4}$ ) of Section Four (4) Township Seventeen (17) Range Five (5)

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, of the grantee, during the term of the purchase hereof that grantor's care, hereby granting the use herein specified without affecting grantor's right to use and enjoy said land for this the the same as follows:

(1) That it will not injure the soil, nor damage which may arise in connection therewith, nor shall it interfere with the cultivation of the soil, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one of whom shall be appointed by the grantor's, 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.

(2) That the grantee, upon written application by the grantor's, 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 grantee, for domestic purposes only and not for resale, 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 grantor, according to the rules and regulations of the grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral on the premises may determine, and gas to be taken under this provision shall be measured and furnished to the grantor's at the meter and upon the terms as may be established by grantee, or by any order of grantee, from time to time.

(3) That grantee will replace or retube to the satisfaction of grantor's 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 25th day of August, 1947.

Elmer S. Corklin  
 Right of Way Agent  
 Frank J. Connerley  
 May J. Connerley

STATE OF NEBRASKA  
 COUNTY OF DODGE  
 On this 25th day of August, A. D. 1947, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

Frank J. Connerley and May J. Connerley

to me known to be the identical person 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 written.

IRA SCOTT  
 Notary Public in and for  
 the County of Dodge,  
 Nebraska,  
 do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of my office.

My commission expires the 4th day of November, 1952.