

# EASEMENT GRANT

NOTWITHSTANDING THE ABOVE, THIS DOCUMENT IS SUBJECT TO CERTAIN RESTRICTIONS - CONSULTING THE ATTACHED CLAUSES.

FROM  
ALEXANDER LEGGE AND  
RUTH LEGGE  
TO  
NORTHERN NATURAL GAS COMPANY

City of Dodge  
Dodge

Mr. 20th day of October 1947 at 9 o'clock and 50 minutes A. M.  
and recorded in book 7 page 31 of Mapes - Deed Recs.  
KITTY A. ROUSH County Clerk - Register of Deeds,  
Fees \$1.00 By Deputy

Know All Men by These Presents; THAT Alexander Legge and Ruth Legge, his wife

of the County of Dodge and State of Nebraska, for and in consideration of the sum of Fifty Cents (\$0.50) per linear rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and on the location of pipe lines over and through the lands hereinbefore described shall be established, surveyed, and measured, and the further consideration of the performance of the covenants and agreements by the grantee, or hereinafter set out and expressed, do hereby GRANT, HENCISE and RELINQUISE 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 therewith belonging, including riparian rights, situated in the County of Dodge and State of Nebraska, to-wit: South One Half (½) of Section Four (4) Township Seventeen (17) Range Six (6) and the East One Half (½) of Section Three (3) Township Seventeen (17) Range Five (5) and the East One Half of the Northwest Quarter (NW $\frac{1}{4}$ ) Section Eleven (11) Township Seventeen (17) Range Six (6).

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, as 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 will of the grantee; it being the intention of the parties hereto that grantee is hereby granting the lands herein specified without alienating grantee 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 hereby agrees as follows:

- (1) That it will bury all pipe laid upon said land to a sufficient depth as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantee a sum damage which may arise in growing crops, trees, shrubbery, fence 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 grantee, and 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 grantee, 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 place described premises only. All computations required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantee 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 interval as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantee at the rates and upon the terms as may be established by grantee, or by any successor of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantee or of their representatives any and all damaged parts of all discharge systems, the damage to which shall be造成的 by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall incur 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 27th day of August, 1947.

Alexander Legge

Ruth Legge

J. P. Yingling  
Right of Way Agent.

STATE OF Nebr.

ss.

COUNTY OF Dodge

On this 28 day of Aug., 1947, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Alexander Legge and Ruth Legge

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 written.

Ernest C. Gaeth

Notary Public in and for Dodge County.

(Seal)

My commission expires the 20 day of Jan., 1949.

(ERNEST C. GAETH NOTARIAL SEAL  
(COMMISSION EXPIRES JANUARY 20, 1949)  
DODGE COUNTY, NEBRASKA