

to be the identical person described in and who executed the foregoing easement and acknowledged the said instrument to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

(JOHN V.SVOBODA)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(FEB.11,1969)
(CASS COUNTY,NEBRASKA)

John V. Svoboda
Notary Public

My commission expires the 11th day of Febr. ~~1969~~. 1969.

LT-950-P

AGREEMENT
Raymond C.Cook et ux
to
Northern Gas Products Company
COMPARED

LUCILLE HORN GAINES
Register of Deeds
\$4.30

A G R E E M E N T

THIS AGREEMENT, made and entered into this 3rd day of August, 1963, by and between RAYMOND C.COOK and LeNORA S.COOK, husband and wife, (hereinafter designated "Grantors") and NORTHERN GAS PRODUCTS COMPANY, a Delaware corporation, its successors and assigns (hereinafter designated "Grantee"),

WITNESSETH:

Grantor has granted to Grantee the right, privilege and easement to drill and complete a waterwell, said waterwell to be located on the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section Thirty (30), Township Twelve North (12N), Range Fourteen East (14E) of the 6th P.M., Cass County, Nebraska, at a more specific location as shown on the plat attached hereto and made a part hereof; together with an easement over and across said property for the construction of a water line, which water line will traverse said property from the above mentioned waterwell to property owned by Grantee, which property is located on the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE/4 SE/4 NE/4) of Section Twenty-Five (25), Township Twelve North (12N), Range Thirteen East (13E), Cass County, Nebraska, the said water line to be located as shown on the plat attached hereto and made a part hereof.

There is also included in this grant from Grantors to Grantee the right and privilege to lay a natural gas line over and through the property of Grantor located in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section Twenty-Five (25), Township Twelve North (12N), Range Thirteen East (13E), from a point near the north line of said property and at a point on the gas line of Northern Natural Gas Company at which point the line will be connected with said pipe line of Northern Natural Gas Company, and which line will traverse property of Grantor to property of Grantee described above and located as shown on the plat attached hereto and made a part hereof.

There is also included in this grant the right and privilege to Grantee to construct an electric line, which line will enter property of Grantor at a point on the north property line and extend to waterwell for the purpose of supplying electrical energy for the operation of said waterwell. It is agreed that Grantee shall have the right and privilege of erecting whatever poles and wires necessary to bring electric service to said waterwell, but that said electric lines shall be of underground construction and that not more than one pole shall be erected on the property of Grantor, all of which is shown on the attached plat.

It is agreed between the parties hereto that all lines to be constructed under this agreement shall be buried below plow depth so as not to interfere with normal cultivation of said

land. It is also agreed by Grantee that any and all damages caused by construction, maintenance or operation of said pipelines, waterwell, and electric lines shall be appraised by Grantor or his agent and by an agent of Grantee and payment made by Grantee for said damages upon completion of said work. Said payment to be in addition to amount above.

It is also agreed that Grantee shall have use of access road as shown on the attached plat for ingress and egress to and from said waterwell and that Grantee shall have ingress and egress to and from above described property for purposes of construction, operation, maintenance, repair, replacement or removal of any or all of said lines, in whole or in part, and for the construction, operation, maintenance, repair or removal of any part or all of equipment installed on or connecting to said waterwell.

This instrument and the covenants 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, the parties have executed this instrument on the date first above written.

Attest: (NORTHERN GAS PRODUCTS COMPANY)
(CORPORATE SEAL)
S.M.Sawtell (1960 DELAWARE)

Raymond C.Cook
Raymond C.Cook

Assistant Secretary

LeNora S.Cook
LeNora S.Cook

NORTHERN GAS PRODUCTS COMPANY

Ross K.Albon
Vice-President

STATE OF ~~NEBRASKA~~ = Colorado)
)ss
COUNTY OF ~~DOUGLAS~~ = Larimer)

On this 3rd day of August, 1963, before me, a Notary Public in and for said County and State, personally appeared RAYMOND C.COOK and LeNora S.COOK, husband and wife, to me known to be the identical persons named in and who executed the foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL affixed on the date last above written.

(RUBY A. BLAKNEY)
(NOTARY PUBLIC)
(STATE OF COLORADO)

Ruby A. Blakney
Notary Public

My commission Expires:
June 5, 1967

