

25-480

CATHODIC PROTECTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That Henry Hauschild and Ortha Hauschild his wife

of the County of Sarpy, and State of Nebraska for and in consideration of the sum of          Dollars (        ) receipt of which consideration 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, RELIASE AND RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and easement to construct, maintain, and operate a cathodic unit, ground bed and appurtenances thereto, upon the following described lands, situated in the County of Sarpy, and State of Nebraska to wit:

Southwest Quarter (1/4) of Southwest Quarter (1/4) of Section Twenty-Two (22), Township Fourteen (14) North, Range Fifteen (15) West, Sarpy County, Nebraska.

Entered in Numerical Index and Recorded in the Register of Deeds Office in Sarpy County, Nebraska on          1929 at 11:00 A.M. Esther Ruff, County Clerk.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such cathodic unit, ground bed 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, at the will of the grantee.

It is agreed that the cathodic unit, ground bed and appurtenances thereto, to be constructed upon the above described lands shall not become affixed to the realty in the sense of permanent fixtures forming part of the freehold, but that they shall remain personal property with a right of removal by the grantee as herein provided.

As a further consideration for this grant, the grantee herein agrees 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 cathodic unit, ground bed and appurtenances thereto, provided, however, that the grantee shall not be liable for damages either recurrent or otherwise, which shall arise solely from the deprivation of grantors use of the area of said real estate upon which said cathodic unit may be erected.

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 19 day of Oct, 1929.

Ortha Hauschild  
Henry Hauschild

Henry Hauschild  
Ortha Hauschild

STATE OF Nebr  
COUNTY OF Sarpy

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County, Nebraska, on this 19 day of Oct, 1929.  
          
Notary Public