

~~Know All Men by These Presents:~~

That Pauline Andressen

of the County of Douglas, and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipelines over and through the lands hereinafter described shall be established, surveyed, and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH 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 thereunto belonging, including riparian rights, situated in the County of Douglas, and State of Nebraska, to-wit:

East Half of the Southwest Quarter (E1/4SW1) except the last
16.25 acres in the Southeast Quarter of the Southwest Quarter (SE1/4SW1) in
Section 9, Township 15, Range 11 (9-15-11)

TO HAVE AND TO HOLD said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipelines 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 being the intention of the parties hereto that grantor hereby grants the uses herein specified without divesting grantor 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 bury all fine pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantor any damages which may arise to growing crops, trees, shrubbery, fences 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 grantor , 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.
- (3) That grantee, upon written application by the grantor will make, or cause to be made, a tap in any gas pipeline constructed by grantee upon the above described premises for the purpose of supplying gas to grantor for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantor or of her 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 1st day

of JANUARY 1960

Pauline Andressen

Fred Gordon
Right of Way Agent

STATE OF _____

COUNTY OF _____

On this _____ day of _____ A. D. 19____ before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came _____

to me known to be the identical person whose name _____ subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as _____ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

(Seal)

Notary Public in and for _____

County _____

My commission expires the _____

day of _____ 19____

STATE OF _____

COUNTY OF _____

On this 12 day of July A. D. 1963 before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

Pauline Anderson

to me known to be the identical person whose name _____ subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as _____ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

NOTARY

(Seal)

Notary Public in and for _____

County _____

My commission expires the _____

day of _____ 1963

EASEMENT GRANT

RECEIVED

FROM
M. S. 5
12 MAR 21 PM 29TREASURER
REGISTER OF DEEDS
STATE OF NEBRASKA
NATIONAL BANKING COMPANY
Omaha, Nebraska

STATE OF NEBRASKA

RECEIVED ON BEHALF OF THE ESTATE OF
Portuguese County
FILED AND INDEXED UNDER DATE OF
APRIL 10, 1963FOR RECORD IN THE OFFICE OF THE
REGISTER OF DEEDS
OF PORTUGUESE COUNTY
ON APRIL 10, 1963
RECORDED
IN BOOK #370
PAGE #45
AT PORTUGUESE
REGISTER OF DEEDS
BY DEPUTY
John J. Anderson
Deputy

STATE OF _____

COUNTY OF _____

On this _____ day of _____ A. D. 19____ before me,

a _____ duly commissioned and qualified in and for said County, personally came the above named _____

President

who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS, my hand and official seal at _____ in said County, the date aforesaid.

My commission expires the _____

day of _____ 19____

Notary Public

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