

Does not Affect Report 1

MISCELLANEOUS RECORD NO. 15

JAMES D. HANEY & WF. :  
TO :  
NORTHERN NATURAL GAS CO. :  
Easement \$2.45 pd. : \

Filed August 23, 1951 at 8:00 o'clock A.M.  
*Lester Hauschild* County Clerk  
*By Dorothy Buffington* Deputy

KNOW ALL MEN BY THESE PRESENTS: That James D. Haney and Gladys Haney, husband and wife of the County of Sarpy 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 pipe lines 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 Sarpy and State of Nebraska, to-wit:

North Half of Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ ) and South Half of Southwest Quarter of Northwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section Thirty-four (34), Township Fourteen (14), Range Twelve (12)

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, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantors 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 line 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 grantors 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 grantors, 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 grantors, 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 grantors, 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 grantors 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 grantors 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.
- (5) Any rights granted under this easement are subject to rights of the Metropolitan Life Insurance Company as mortgagee.

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 Twenty-first day of February, 1951

JAMES J. DIESING  
Right of Way Agent.

JAMES D. HANEY  
GLADYS B. HANEY

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this 21st day of February, A.D. 1951, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came James D. Haney and Gladys B. Haney, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors 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