

79 1/4

Know All Men by These Presents:

That Jamin B. Root

of the County of Douglas and State of Nebraska for and in

consideration of the sum of Fifty Cents (50c) 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 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 Douglas and State of Nebraska, to-wit:

North One Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), Section Thirty Four (34) Township Fifteen (15) Range Twelve (12), also commencing at the Quarter section corner on the east line of Section Thirty Four (34) thence north to the center of Spring creek branch, thence in a south-westerly direction down the center of said Spring branch to its intersection with Big Papillion Creek, thence in a northwesterly direction up the center of said Papillion creek to the west line of the East One Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$), thence south to the Southwest corner of the East One Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$), thence east Eighty (80) Rods to the point of beginning.

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 grantor J. B. Root hereby granting 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 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 pipe line 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, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantor 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 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 their his 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 August 5th day

of August 19 40

Jamin B. Root

J. J. Youngling
Right of Way Agent

STATE OF Kabonaka
COUNTY OF Douglas

On this 5 day of August A. D. 1940 before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Jamin Baroot

known to be the identical person whose name is subscribed to the foregoing instrument as grantor, and duly acknowledged the execution of the same as his voluntary act and deed.

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

[Signature]
Notary Public in and for Douglas County

My commission expires the 11 day of July 1935

19 entered in Registrar's Office and Recorded in the Register of Deeds Office in Douglas County, Nebraska
30 August 14 1940 at 9:42 AM