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39.1

KNOW ALL MEN BY THESE PRESENTS:

That Raymond Doose and Helen L. Doose, husband and wife of the County of Adams and State of Colorado, 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, does hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, (Operating as Peoples Natural Gas division), 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:

Except co. road and state highway - S. ½ of N. W. ¼ of S. E. ¼ and S. E. ¼ of S. E. ¼ of section 13, township 15, range 10 - 50.04 acres
S. ½ of N. W. ¼ of S. W. ¼ of section 13, township 15,, range 10 - 20 acres
South 18 acres of lot 2 of section 13, township 15, range 10

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.

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 13th day of June, 1959.

Lucille Abote
Witness

Raymond Doose
Helen L. Doose
Owner(s)

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 13th day of June, A.D., 1959, before me the undersigned duly commissioned and qualified authority in and for said county and state, personally came Raymond Doose & Helen L. Doose, husband and wife to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as true voluntary act and deed.

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

Leonard Abote
Notary Public in and for
City & County of Denver

My Commission expires

My Commission expires April 17, 1961

14.

WO 71-1883
Loc. 35-61
Code 513-40

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
28 DAY July 1959 AT 12:35 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS
2.75