

NORTHERN NATURAL GAS COMPANY EASEMENT GRANT - CONTAINS 774 PRINTED WORDS

Entered in National Index and filed for record in State of Nebraska on the 19th day of August 1947 at 9 o'clock and 50 minutes A.M. of the County of Dodge, Neb., Miss. R. J. COSE County Clerk - Register of Deeds, Dodge, Neb.

FROM BEACH HINMAN & MARGARET HINMAN TO NORTHERN NATURAL GAS COMPANY

State of NEBRASKA County of Dodge the 30th day of October 1947 and recorded in Book P page 57

Entered in National Index and filed for record in State of Nebraska on the 19th day of August 1947 at 9 o'clock and 50 minutes A.M. of the County of Dodge, Neb., Miss. KITTIE A. ROUSH County Clerk - Register of Deeds, Dodge, Neb.

For \$1.35

Know All Men by These Presents: THAT Beach Hinman and Margaret Hinman, his wife

of the County of Dodge and State of Nebraska for and in consideration of the sum of Fifty Cents (50¢) per foot 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, DEMISE 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 thereto belonging, including riparian rights, situated in the County of Dodge and State of Nebraska, to-wit:

Southwest quarter (SW 1/4) of Section Four (4) Township Seventeen (17) Range Five (5) Grantor requests that tap be placed in line for farm use.

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, installing, 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, to be the intention of the parties hereto that grantor and grantee do hereby granting the uses herein specified without divesting grantor of the right 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 damage 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 resale, 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 as close 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 referee of grantee, from time to time. (4) That grantee will replace or rebuild to the satisfaction of grantor 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.

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 29th day of August, 1947.

Elmer E. Conklin

Beach Hinman Margaret Hinman

Right of Way Agent.

STATE OF Nebraska } AS. COUNTY OF Dodge } On this 29th day of August, A. D. 1947, before me, the undersigned duty commissioned and qualified authority in and for said county and state, personally came Beach Hinman and Margaret Hinman

to be 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 their voluntary act and deed.

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

(Seal) My commission expires the day of 1949 General Notary Public in and for Nebraska County, N.W. Hayes

(STATE OF NEBRASKA N.W. HAYES GENERAL NOTARY COMMISSION EXPIRES OCTOBER 25, 1949)

of his wife, Virgie... consideration of the sum of Fifty Cents (50¢) per foot to be paid when and as the location of pipe further consideration of the performance of the EASE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY to construct, maintain and operate pipe lines, and appurtenances thereto belonging, including riparian

Section Four (4)

rights 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, installing, 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, to be the intention of the parties hereto that grantor and grantee do hereby granting the uses herein specified without divesting grantor of the right 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.

in the cultivation of the soil. (2) That it will pay to grantor any damage 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.

p 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 resale, 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 as close 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 referee of grantee, from time to time.

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.

d be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

August 1947

Elmer E. Conklin

Beach Hinman Margaret Hinman

STATE OF Nebraska } AS. COUNTY OF Dodge } On this 29th day of August, A. D. 1947, before me, the undersigned duty commissioned and qualified authority in and for said county and state, personally came Beach Hinman and Margaret Hinman

to be 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 their voluntary act and deed.

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

(Seal) My commission expires the day of 1949 General Notary Public in and for Nebraska County, N.W. Hayes

(STATE OF NEBRASKA N.W. HAYES GENERAL NOTARY COMMISSION EXPIRES OCTOBER 25, 1949)

he undersigned, duly personally came Virgie and her name are subscribed to the same as their

Official seal on the day and

Notary Public in and County