

MISCELLANEOUS RECORD No. Y

48342 *** K-B PRINTING CO., OMAHA ***

L. L. BROWN & SONS PAPER CO.
LINEN TYPE LEADER

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, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantors 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 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.

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 7th day of March, 1949.

Albert V. Rauth
Olive E. Rauth, trustee for
Mary Elizabeth Rauth and
Richard E. Rauth
Dorothy M. Wade
Marvin Wade

Dale TeKolste
Right of Way Agent.

STATE OF NEBRASKA)
) ss.
COUNTY OF Cass)

On this 7th day of March, A. D. 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Robert V. Rauth, Olive E. Rauth, trustee for Mary Elizabeth Rauth and Richard D. Rauth, Dorothy M. Wade and Marvin Wade, her husband, to me known to be the identical persons whose name 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 above written.

(JOSEPH F. BAKER NOTARIAL SEAL)
(COMMISSION EXPIRES AUG. 8, 1952)
(CASS COUNTY, NEBRASKA)

Joseph F. Baker
Notary Public in and for Cass County.

(Seal)

My commission expires the 8th day of Aug., 1949.

EASEMENT GRANT
Mary E. Breckenridge
- to -
Northern Natural Gas Company

COMPARED

Filed June 21, 1949 at 8:32 A. M.
Lucille Horn Gaines
Register of Deeds
\$ 1.60

KNOW ALL MEN BY THESE PRESENTS:

401-2-347

That Nancy E. Breckenridge, a widow of the County of Cass and State of Nebraska, for and in consideration of the sum of Fifty Cents (50c) 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, 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 Cass and State of Nebraska, to-wit:

South East Quarter (SE $\frac{1}{4}$) of Section 21, Township 11, Range 11

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 is 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.

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(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 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 March, 1949.

Nancy E. Breckenridge

Dale TeKolste
Right of Way Agent.

STATE OF Nebraska)
) ss.
COUNTY OF Cass)

On this 1th day of March, A. D. 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Nancy E. Breckenridge to me 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 her voluntary act and deed.

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

Joseph F. Baker
Notary Public in and for Cass County.

(JOSEPH F. BAKER NOTARIAL SEAL)
(COMMISSION EXPIRES AUG. 8, 1952)
(CASS COUNTY, NEBRASKA)

(Seal)

My commission expires the 8th day of Aug., 1952.

EASEMENT GRANT
Frank J. Bergmann et ux
- to -
Northern Natural Gas Company

COMPARED

Filed June 21, 1949 at 8:33 A. M.
Lucille Horn Gaines
Register of Deeds
\$ 1.65

KNOW ALL MEN BY THESE PRESENTS:

401-2-348

That Frank J. Bergmann and Rosalie P. Bergmann, his wife of the County of Cass and State of Nebraska, for and in consideration of the sum of Fifty Cents (50c) 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 Cass and State of Nebraska, to-wit:

South East Quarter (SE $\frac{1}{4}$) of the North East Quarter (NE $\frac{1}{4}$) of Section 21, Township 11, Range 11.

Pipe line to enter on south line of said quarter approximately 900 feet west of South East corner of said quarter section, thence in northeasterly direction to within 100 feet south of present pipe line.

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 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