

EASEMENT GRANT

NORTHERN NATURAL GAS COMPANY EASEMENT GRANT - CONTAINING 75 PRINTED WORDS

No. 682-3760

FROM
J. F. POJAR &
JULIA POJAR
TO
NORTHERN NATURAL
GAS COMPANY

STATE OF NEBRASKA
County of Dodge

the 30th day of October
and recorded in Book P page 58

KITTY A. ROUSH

Fee \$1.35

Entered in Numerical Index and filed for record in
office of said County
1947 at 9 o'clock and 50 minutes A.M.
of said County - Deeds
Misc.
County Clerk - Registrar of Deeds
By

Know All Men by These Presents: THAT J. F. Pojar and Julia Pojar, his wife

of the County of Dodge and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per
linear foot, 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 Dodge and State of Nebraska, to-wit:

Southhalf (S½) of Southeast quarter (SE¼) Section Five, Township Seventeen (17) Range Five (5)

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines,
and appurtenances thereon, 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 s are hereby granting the uses herein specified without divesting grantor s 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 s 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 s, 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 s, 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 s, 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 s 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 grantor may determine, and gas to be taken under this provision shall be measured and furnished to the grantor s
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 s 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 30th day of August, 1947.

Elmer E. Conklin

J. F. Pojar
Julia Pojar

Right of Way Agent.

STATE OF Nebraska

COUNTY OF Dodge

On this 30th day of August

qualified authority in and for said county and state, personally came

J. F. Pojar and Julia Pojar

to me known to be the identical person s 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

4th

day of November

Notary Public in and for

19 52

Dodge

County.

IRA SCOTT GENERAL NOTARY
COMMISSION EXPIRES NOV. 4, 1952
STATE OF NEBRASKA