

EASEMENT GRANT

NORTHERN NATURAL GAS COMPANY EASEMENT GRANT - CONTAINING 776 PRINTED WORDS

No. 882-7772

FROM
VERA M. NIELSEN, GRACE
E. WALLACE, BLANCHE CLEMENTS
TO
NORTHERN NATL GAS COMPANY

STATE OF NEBRASKA

the 30th day of October
and recorded in Book P page 52
Kitty A. ROUSH
Fee: 1.45

Entered in Numerical Index and filed for record in
Register of Deeds
Office of said County
19 47 at 9 o'clock and 50 minutes A. M.
of Mortgage. Deeds. Misc.
County Clerk—Register of Deeds
By

Know All Men by These Presents: THAT Grace D. Wallace, Vera M. Nielsen and S. R. Nielsen, her husband and Blanche Clements and John Clements, her husband of the County of Dodge and State of Nebraska, for and in consideration of the sum of Fifty Cents (\$50) per lineal 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:

South One Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) Section Three (3)
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 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 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 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 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 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 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

8th

day of September

, 19 47.

J. T. Yingling
Right of Way Agent.

Vera M. Nielsen
Grace B. Wallace
S. R. Nielsen
Blanche Clements
John Clements

STATE OF Nebr

COUNTY OF Dixon

On this 17th day of Sept.

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

, A. D. 1947, before me, the undersigned duly commissioned and

Blanche Clements and John Clements

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 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 12
(GEO. C. WALLWAY NOTARIAL SEAL)
(COMMISSION EXPIRES Aug. 12, 1949)
(DIXON COUNTY, NEBRASKA)

day of Aug. Notary Public in and for Dixon County,
19 49.

STATE OF NEBR.
COUNTY OF DOUGLAS } ss On this 8 day of Sept. A. D. 1947, before me, the undersigned duly
commissioned and qualified authority in and for said county and state, personally came Grace B.
Wallace, to me known to be the identical person whose name is subscribed to the foregoing instru-
ment 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.

(JOHN POTACH NOTARIAL SEAL)
(COMMISSION EXPIRES Nov. 27, 1952)
(DOUGLAS COUNTY, NEBRASKA)

John Potach, Notary Public in
and for Douglas County

My commission expires the 27 day of Nov. 1952.

STATE OF NEBRASKA)
COUNTY OF DODGE) ss

On this 15 day of September, A. D. 1947, before me, the undersigned
duly commissioned and qualified authority in and for said county and state, personally came
S. R. Nielsen and Vera M. Nielsen, to me known to be the identical persons whose names 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.

(H. N. KOYEN GENERAL NOTARIAL SEAL)
(COMMISSION EXPIRES SEPT. 1, 1949)
(STATE OF NEBRASKA)

H. N. Koyen, Notary Public in
and for Dodge County

My commission expires the 1 day of Sept. 1949