

# EASEMENT GRANT

53

NORTHERN NATURAL GAS COMPANY EASEMENT GRANT - CONTAINING 77 PRINTED WORDS

FROM	MAUDE B. WALLACE	STATE OF NEBRASKA,	Entered in Notarial Index and filed for record in
TO	NORTHERN NATURAL GAS CO.	the 30th day of October 1947 at 9 o'clock and 5 minutes A. M.	Office of said County Register of Deeds
		and recorded in Book P, page 53	of Marquette, - Deeds, M. S. C.
		KIRBY A. ROUSH	County Clerk - Register of Deeds, Dodge, B.
		Fee \$1.35.	

Know All Men by These Presents: THAT Maude B. Wallace, a widow of the County of Boulder, and State of Colorado, for and in consideration of the sum of Fifty Cents (.50c) per linear 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 hereinabove set out and expressed in the herein GRANT, REMISE and REINQUISIT and 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:

South Half of the Southwest Quarter (SW 1/4) of Section 3, Township 17,

Range 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, or the will of the grantee; it being the intention of the parties hereto that grantor hereby grants the uses herein specified without investing 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 lay 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 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 grantees. Said tap will be provided by grantee from 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 vendor 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 premise.

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 12th day of September, 1947.

Maude B. Wallace

Right of Way Agent.

STATE OF COLORADO

BOULDER ss.

COUNTY OF Boulder On this twelve (12)th day of September, A. D. 1947, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Maude B. Wallace

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 his voluntary act and deed.

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

Marguerite E. Sherman Notary Public in and for

County.

My commission expires the 7th day of November, 1949.

[MARGUERITE E. SHERMAN NOTARY PUBLIC]

(Boulder County, Colorado)