

EASEMENT GRANT

NORTHERN NATURAL GAS COMPANY EASEMENT GRANT - CONTAINING 770 PRINTED WORDS

FROM **RAYNOLD J. POJAR et al**
 TO **NORTHERN NATURAL GAS CO.**

Stamp of Nebraska
 the 20th day of October 1947 at 9 o'clock and 50 minutes A.M. of Mortgage Book, MISC.
 Entered in Numerical Index and filed for record in office of said County Clerk and 50 minutes A.M. of Mortgage Book, MISC.
 KIMM A. RUSSE County Clerk - Recorder of Deeds, Deeds
 By **Fee: \$1.36**

Know All Men by These Presents: THAT Raynold J. Pojar and Helen Pojar, his wife, Virgie of the County of Dodge and State of Nebraska, her husband, do hereby sever and divide the land and right of use (Dedee) (S. 10) of which consideration is hereby acknowledged and the location of the same is shown on the plat hereunto attached 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 in, to 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 Southeast quarter (SE 1/4) of Section Four (4) 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 right line and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, maintaining, reconstructing and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the site of the grantee, including the installation of the parties hereto that grantors are hereby granting the uses herein specified without distressing grantors of the lands 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:
- 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.
 - 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 record of such three persons shall be final, conclusive and binding upon the parties hereto.
 - 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 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 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 grantee 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 vendor of gas, or by any trade 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.

Raynold J. Pojar
 Helen Pojar
 Virgie Dorothy
 D. C. Dorathy

STATE OF NEBRASKA
 COUNTY OF DODGE
 on this 29th day of August 1947, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

Raynold J. Pojar and Helen Pojar,
 ss.
 Elmer E. Conklin
 Right of Way Agent.

to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor's 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.

(Said) My commission expires the 4th day of November, 1952.
 Notary Public in and for Dodge County, Nebraska, 1952.

STATE OF NEBRASKA)
 COUNTY OF WASHINGTON) ss
 (IRA SCOTT GENERAL NOTARY
 COMMISSION EXPIRES NOV. 4, 1952)
 (STATE OF NEBRASKA)

On this 29th day of September, A. D. 1947, before me, the undersigned, duly commissioned and qualified authority in and for said county and state, personally came Virgie Dorothy and D. C. Dorathy, to me 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.

L. D. SPALDING GENERAL NOTARY
 COMMISSION EXPIRES AUG. 29, 1949
 (STATE OF NEBRASKA)
 L. D. Spalding, Notary Public in and for Dodge County