

EASEMENT GRANT

NEBTERE NATURAL GAS COMPANY EASEMENT GRANT - CONTAINING THE PLANTED WORKS

STATE OF NEBRASKA
Dodge County
BEACH HINMAN & MARGARET HINMAN
NORTHERN NATURAL GAS COMPANY
FROM _____
and State of _____
Dodge, _____
of the County of _____
lined and receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and borne 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 hereinbefore set out and expressed, do hereby GRANT, RELEASE and REINQUIT to 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, including riparian rights, situated in the County of Dodge and State of Nebraska, to-wit:

Southeast Quarter (SE_{1/4}) of Section Four (4) Township Seventeen (17) Range Fifteen (5)

Grantor requests that tap be placed in line for farm use.
Know All Men by These Presents THAT Beach Hinman and Margaret Hinman, his wife 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, if being the intention of the parties hereto that grantee _____ are hereby granting the uses herein specified without disturbing grantor's _____ rights to the land and property 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 live soil.
(2) That it will pay to grantors _____ any damage which may arise to growing crops, trees, shrubbery, fences or buildings from its 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, shall 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 -substituted 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 variety of grants, or of the 1st or 2nd class, representing 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.

Elmer E. Conklin

Right of Way Agent

STATE OF Nebraska _____
COUNTY OF Dodge _____
On this 29th day of August, A.D. 1947, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Beach Hinman and Margaret Hinman

to me known to be identical persons, whose names are _____ 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.

M.H. Mapes
General Notary Public in and for Nebraska County

(Seal)
My commission expires the _____ day of _____

STATE OF NEBRASKA N.H. MAPES, GENERAL
(NOTARY COMMISSION EXPIRES OCTOBER 25, 1949)