

L 29-467  
-62

**Know All Men by These Presents:**

That G. F. Plambeck, a single person

of the County of Douglas and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per lineal 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 grantees, 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 thereto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska, to-wit:

North One Half of the Southwest Quarter (N/2 SW/4) of Section 16, Township 15 North,  
Range 11 East of 6th P. M.

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 grantees located thereon, or the removal thereof, in whole or in part, at the will of the grantees; it being the intention of the parties hereto that grantor is hereby granting the use herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantees to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantees herein agree as follows:

- (1) That it will bury all line 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 damages 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, one by the grantees, 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 grantees, upon written application by the grantor, will make, or cause to be made, a tap in any gas pipe line constructed by grantees upon the above described premises for the purpose of supplying gas to grantor, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantees. Said tap will be provided by grantees from a convenient point on its main line or some lateral as the grantees 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 grantees, or by any vendee of grantees, from time to time.
- (4) That grantees will replace or rebuild to the satisfaction of grantor or of his 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 January 19 62.

G. F. Plambeck  
\_\_\_\_\_  
\_\_\_\_\_

W. H. Campbell  
Notary Public for Nebraska

FILED FOR RECORD IN SARPY COUNTY NEBR. March 1962 AT 10 O'CLOCK AM  
AND RECORDED IN BOOK 240 OF REC. PAGE 67 Eastern NEBR. COUNTY CLERK. 323

29-468

STATE OF NEBRASKA  
COUNTY OF BOYD

On this 29th day of January, A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came G. F. Flanagan, a single person

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.

*[Notary Seal]*  
Herald M. Taylor  
Notary Public in and for Boyd County.  
My commission expires the 5 day of June, 1964

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came \_\_\_\_\_

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 \_\_\_\_\_ voluntary act and deed.

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

(Seal) \_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County.  
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

4950 ✓

EASEMENT GRANT
FROM
TO
NORTHERN NATURAL GAS COMPANY
STATE OF NEBRASKA, COUNTY, } ss.
Filed for record the _____ day of _____, 19____
at _____ o'clock _____ M., and receipted
in Book _____ of _____
at Page _____
Register of Deeds
Deputy

*[Handwritten: Notarized by G. B. Flanagan 2/23/62]*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, a \_\_\_\_\_ duly commissioned and qualified in and for said County, personally came the above named \_\_\_\_\_ President, \_\_\_\_\_ Secretary, of \_\_\_\_\_

who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS, my hand and official seal at \_\_\_\_\_ in said County, the date aforesaid.

\_\_\_\_\_  
Notary Public.  
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_