

Fee: \$3.25

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E A S E M E N T

This indenture made this 20th day of November, 1961, between Paul E. and Laverle R. Bundy, hereinafter designated as owner, and Nebraska Natural Gas Company, a corporation, Fremont, Nebraska, hereinafter designated as the company.

Witnesseth: That in consideration of One dollar and other consideration and the covenants and agreements hereinafter expressed, owner hereby grants to the company, its successors and assigns, a perpetual easement and right of way to install and maintain a four inch gas main along the west margin of that part of owner's property located in the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 11, Township 17 North, Range 8, East of the 6th P.M. in Dodge County, Nebraska, said west margin being the half-section line of Section 11.

Said gas main shall be located within approximately 20 feet from the west margin thereof (being the said half-section line) and shall be buried to a depth of at least 2½ feet.

The company shall have the right to maintain said line on said location in perpetuity provided that in any maintenance or any replacement thereof, all damages to crops of the owner occasioned by said installation or maintenance shall be paid.

It is the understanding that said main shall be installed as soon as practical after date hereof and in connection with the installation the company will use its best efforts to reduce the amount of crops that may be damaged because of said installation. The company agrees to reimburse the owner for all damage occasioned by such installation and the parties agree that the extent of the damage shall be determined as follows:

At the conclusion of the installation, the parties shall measure the exact acreage of crops that have been destroyed and will agree thereon. The owner will keep a record of the yield of the remainder of the field on which crops have been destroyed in said installation and the per acre yield and the price will be determined at the time of harvest and the company will pay said damage based upon the yield price and number of acres of crops destroyed in the installation.