

EASEMENT

1872 - WILBURNA SCOTT CO. COUNTY SHELBY, BEATRICE, NEBR.

FROM
 Andrew A. Kaiser and wife
 TO
 Natural Gas Pipeline Company of America.

COMPARED

STATE OF NEBRASKA, County of Gage, ss.

This instrument was filed for record and entered in Numerical Index

the 14 day of September, 1934 at 4 o'clock P. M.

~~UNLAWFUL~~
~~CANCELED~~
~~RECORDED~~

Dean E. Cooney
Register of Deeds.

By *M B Moran* Deputy.

RIGHT OF WAY CONTRACT Sta. #6 (Water Line)
 For and in consideration of the sum of 50¢ per rod---a total of
 Sixty and No/100 - - - - - Dollars (\$ 60.00)

to us in hand paid, receipt of which is hereby acknowledged Andrew A. Kaiser and Rena Kaiser, his wife,

do hereby grant, convey and warrant to Natural Gas Pipeline Company of America

its successors and assigns, a Right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line ~~for~~ ^{6 1/2 inches in diameter} for the transportation ~~of~~ water and other substances and to do other things which may be necessary or convenient for such purposes and also to cross, under, over and along any other pipe lines, telephone, telegraph and electrical lines and to connect with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

in Gage County, State of Nebraska, to-wit: The West half of the NW 1/4 of Section 22, Twp. 4 North, Range 6 East excepting therefrom the cemetery lying the Northwest corner thereof. Pipe line to be constructed within six feet East of the West property line. Grantee shall provide a tap on said water line, at such point as it believes most suitable therefor, in order that Grantor, their heirs and successors in title to said real estate may connect with said line. Such connection shall be made without cost or expense to Grantee. All water taken by Grantor shall be metered by a meter to be installed by the City of Beatrice and payments for said water shall be made by Grantor directly to said city. Grantee shall not be liable in any case whatever, for damage or injury to persons or property arising out of or directly or indirectly occasioned by the delivery of water to Grantor at said tap. Grantee may cease to make deliveries of water to Grantor at any time in the event there is such a shortage in the supply of water available that it cannot supply its own water requirements.

Together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, ~~the same~~. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines ~~three feet~~ three feet.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning March 1, 1934, to March 1, 1935 on CROP Basis, to James Essam. (Cash or Crop)

Executed this 30th day of August, 1934.

Witness:
 Frank J. Hopkins.
 Andrew A. Kaiser,
 Rena Kaiser

I, the undersigned, the tenant on the above described property hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant and I hereby waive all claims for damage, if any, against the said Grantee caused by the construction of the said pipe line. James Essam.

STATE OF NEBRASKA } ss.
COUNTY OF Gage

On this 30 day of August, 1934, personally ap-

peared before me Notary Public, in and for said county,

Andrew A. Kaiser and Rena Kaiser,

his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known (or on the oaths of one or more witnesses for that purpose by me duly sworn, satisfactorily proved) to me to be the individuals described in and who executed the said annexed instrument as parties thereto, and they severally acknowledged the same to be their voluntary act and deed.

In witness whereof I have hereunto set my hand (and affixed my official seal) the day and year first above written.

~~XXXXXX~~
My commission expires August 16, 1935. R. E. Trump
Notary Public.



(SEAL)