

Fee: \$3.25

235

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.

The company shall have the right to go upon said premises for the purpose of maintaining said gas main but shall pay for any damage to crops occasioned by such entry.

The owner may have the right to the use of natural gas from said main during the time that the company uses this easement subject to the following :

The company shall make the tap on the line. The owner shall furnish at their own expense all regulators, service pipe of a type which meets the approval of the company, shall pay for all gas used at such rates as may be established by the company for its rural patrons and otherwise abide by the rules and regulations of the company with reference to rural customers.

The volume of gas supplied to owner shall be limited by the service available after supplying the requirements of the industrial user of this line.

In witness whereof the parties have affixed their hands this 20th day of November, 1961.

Paul E. Bundy
Paul E. Bundy
Laverle R. Bundy
Laverle R. Bundy

NEBRASKA NATURAL GAS COMPANY,
a corporation,

By Harry H. Smith
Vice President



The undersigned, _____ tenant, hereby

consents to the above easement and states that his interest in the crops on said premises is _____% and crop damage shall be paid to him for his share of the same.

STATE OF NEBRASKA)
COUNTY OF DODGE) ss

On this 20th day of November 1961, before me a notary public in and for said county, personally came Paul E. Bundy and Laverle R. Bundy, to me personally known to be the identical persons whose names are affixed to the foregoing easement and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein set forth.



My commission expires the 18th day of April 1967.
Charles H. Lewis
Notary Public

230—Agreement
THIS AGREEMENT
FRED DVO...
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and not as
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