

E. C. WESTCOTT & WF.
TO
NORTHERN NATURAL GAS CO.,
Easement \$3.05 Pd.

Filed Sept. 22, 1949, at 2:50 o'clock A.M.

George Bruner
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That E.C. Westcott and Edith A. Westcott, his wife, of the County of Sarpy and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal foot, amounting to (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid later and as the location of pipe lines over and through the land hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, 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 land and appurtenances thereunto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska, to-wit:

The North One-half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 35, Township 14, Range 13, containing 75 acres more or less. Tax Lot 7³³ ub Section 35, Township 14, Range 13.

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 grantee located thereon, or removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantors of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purpose 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 the soil.
- (2) That it will pay to grantors 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 grantors, 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 grantors, will make, 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 grantors, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exceptions of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantors according to the rules and regulation 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 grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantors or of their 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 binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set out hands this 13th day of May, 1949.

E. C. Westcott
Edith A. Westcott

George Bruner Right of Way agent.
STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

On this 13th day of May, A.D., 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edith A. Westcott and E.C. Westcott, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution 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.
JOE F. GRANZER GENERAL NOTARY
STATE OF NEBRASKA COMMISSION
EXPIRES MAY 15, 1953
in and for State of Nebr.
My commission expires the 15th day of May, 1953.