

29-469
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Know All Men by These Presents:

That Don G. Plank and Lavonne R. Plank, R & W

of the County of Sarge and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per Acre, 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 grantee, as hereinafter set out and expressed, do all 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 thereunto belonging, including riparian rights, situated in the County of Sarge and State of Nebraska, to-wit:

Northwest Quarter (NW/4) of Section 16, Township 14 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 grantee located thereon, or the 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 purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees 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 a 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 a, 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 grantor a, will make, or 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 grantor a, 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 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 grantor a 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 grantor a 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 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 26th day of JANUARY, 19 62.

Don G. Plank
Lavonne R. Plank

[Signature]
Notary Public

FILED FOR RECORD IN SARGE COUNTY, NEBR. 7:00 AM at 6 o'clock AM
AND RECORDED IN BOOK 99 OF Rec PAGE 469 Edith Ruff COUNTY CLERK 3

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MISCELLANEOUS 2 9

37-470

STATE OF NEBRASKA
COUNTY OF SARPY

On this 26th day of January, A. D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Don G. Plambeck and Lavonne R. Plambeck H & W

to me known to be the identical person whose name Don G. Plambeck subscribed to the foregoing instrument as Grantor, 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.

(Seal) _____
Notary Public in and for Sarpy County.
My commission expires the 31st day of July, 1963.

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 _____ 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____.

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

*Northern Natural Gas Co.
2223 Kuykendall
Lincoln 9, Neb.*

STATE OF _____
COUNTY OF _____

On this _____ day of _____, A. D. 19____, before me, _____ 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____.

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