

Miscellaneous Record No. 132

State of Nebraska } ss.
County of Douglas }

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 22nd
day of November, A.D., 1938, at 8:58 o'clock, A.M.

Thomas J.O'Connor,

FOR CANCELLATION SEE
BOOK 1089 PAGE 430

Register of Deeds.

Compared by D&W

3. Grant of Easement

1084-5

Frederick W. Koenig, Trustee

} KNOW ALL MEN BY THESE PRESENTS:

to

} That Frederick W. Koenig, Trustee of the County of Los Angeles

Northern Natural Gas Company

} and State of California, for and in consideration of the sum of

Fifty Cents (50c) per lineal rod, 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 herein after set out and expressed, does 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 Douglas and State of Nebraska, to-wit:

Southeast Quarter of Southeast Quarter of Section 11, Township 14, North, Range 12, East of the 6th P.M., from the southeast corner thereof and thence in a general northwesterly direction across said premises.

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 grantor hereby granting the uses herein specified without divesting grantor 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 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 any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance, removal or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of which shall be appointed by the grantor, 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, 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 for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantor according to the rules and regulations 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

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taken under this provision shall be measured and furnished to the grantor 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 or of his 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 24 day of Sept. 1938.

Signed, Sealed and Delivered
in presence of

Frederick W. Koenig, Trustee

Helen Donaldson

State of California)
County of Los Angeles) ss.

On this 24 day of September, A.D. 1938, before me, a Notary Public within and for said County, personally appeared Frederick W. Koenig, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, as trustee as aforesaid.

Frona Teller

Notary Public

My commission expires July 6, 1940.

*Frona Teller
Notary Public
Los Angeles
Cal.*

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 22nd day of November, A.D., 1938, at 10:35 o'clock, A.M.

Thomas J. O'Connor,

Register of Deeds.

Compared by L.W.

6. Affidavit, etc.)

Burt S. Noreen) State of Nebraska)
to) County of Douglas) ss.

Whom It May Concern) Burt S. Noreen, being first duly sworn on oath, states that he was well acquainted with Mrs. Bertha Noreen, who is referred to in the attached death certificate from the Mortuary Records of the City of Omaha, Douglas County, Nebraska; that affiant knows that the said Bertha Noreen is the same person as Bertha Noreen referred to in the Warranty Deed executed by Claude R. Pflasterer and Jennie E. Pflasterer, husband and wife, to Samuel Noreen and Bertha Noreen, as joint tenants and not as tenants in common, dated April 27, 1925 and filed for record April 29, 1925 in Book 522 at Page 280 in the records in the office of the Register of Deeds of Douglas County, Nebraska, conveying to said grantees the East fifty (50) feet of the West seventy-five (75) feet of the North half of Lot four (4) Upland Terrace, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

Affiant further states upon oath and from personal knowledge that the said Bertha Noreen, the above named joint tenant of Samuel Noreen, is now deceased, and that her death occurred April 15, 1938, in the City of Omaha, Douglas County, Nebraska.

Further affiant sayeth not.

Burt S. Noreen

Subscribed in my presence and sworn to before me this 22nd day of November, 1938.