

Instrument No. 108895

Form 400

GAS EASEMENT

POUCHER

Filed for record this 27 day of Nov., A. D. 1939, at 11:20 o'clock A. M.
By _____, Deputy Geo. Ludvigsen, Register of Deeds.

Know All Men by These Presents:

That Vaclav Pivo and Josephine Pivo, husband and wife

of the County of Jackson and State of Minnesota, 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 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 lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Jackson and State of Minnesota, to-wit:

West Half of Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) Section 28, Township 102, Range 35.

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 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 S 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 which shall be appointed by the grantor S, 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 S, 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 S 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 S 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 taken under this provision shall be measured and furnished to the grantor S 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 S 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 11th day of October, 1939.

Vaclav Pivo

Signed, Sealed and Delivered in Presence of

Witness)

Her

John Watland

L.E.Achterberg

X Josephine Pivo

John Watland

Mark

L. E. Achterberg

STATE OF MINNESOTA.

County of Jackson ss.

On this 11th day of October, A. D. 1979, before me, a Notary Public within and for said County, personally appeared

Vaclav Pivo and Josephine Pivo, husband and wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

John Watland

My commission expires March 13th, 19 41.

JOHN WATLAND, Notary Public

STATE OF MINNESOTA,

County of _____ } ss.

Jackson County, Minn., (Notarial Seal)

On this _____ day of _____, A. D. 19____, before me, a _____ within and for said County, personally appeared

to me known to be the person____ described in and who executed the foregoing instrument, and acknowledged that ____he____ executed the same as _____ free act and deed.

My commission expires _____, 19____.