

KNOW ALL MEN BY THESE PRESENTS:

That

of the County of Union and State of South Dakota, for and in consideration of the sum of One Dollar (\$1.00) 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 Union and State of South Dakota to-wit:

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 is are 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 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 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 whom 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, 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 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 May 19 1952 day of May, 1952.

E. C. Stilwell

Right of Way Agent.

STATE OF SOUTH DAKOTA,

Union

County,

On this 19 day of May, in the year 1952

before me H. Boomgaarden a Notary Public in and for said County and State, personally appeared [redacted]

known to me to be the person S who are described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

H. Boomgaarden

Notary Public

STATE OF SOUTH DAKOTA,

My Commission Expires September 5th, 1955

County,

On this 19 day of May, in the year 1952

before me [redacted] a Notary Public in and for said County and State, personally appeared [redacted]

known to me to be the person who described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

STATE OF SOUTH DAKOTA,

County of Union

On this 19 day of May, in the year 1952

before me [redacted] a Notary Public personally appeared [redacted]

known to me to be the [redacted] of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

STATE OF SOUTH DAKOTA, } ss.
Union County,

Filed for record the 5th day of July, 1952 at 10:00 o'clock A. M., and recorded in Book No. 15 of Miscellaneous Record at Page 429.

J. E. Webber

Register of Deeds.

Mildred Swanson

Deputy.

H. BOOMGAARDEN
NOTARY PUBLIC
SOUTH DAKOTA

902-1-15

KNOW ALL MEN BY THESE PRESENTS:

That [REDACTED] a single man

of the County of Union and State of South Dakota, for and in consideration of the sum of One Dollar (\$1.00) 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 Union and State of South Dakota to-wit:

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 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 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, 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, 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 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 16 day of May, 1952

H. J. Geraghty

Right of Way Agent.

STATE OF SOUTH DAKOTA,

Union

County, ss.

On this 16th day of May, in the year 1952, before me, L. C. Olson, a Notary Public in and for said County and State, personally appeared [REDACTED] a single man

known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

L. C. Olson

Notary Public

My Commission Expires February 10, 1955

STATE OF SOUTH DAKOTA,

County, ss.

On this day of , in the year 19 , before me a in and for said County and State, personally appeared

known to me to be the person who described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

STATE OF SOUTH DAKOTA,

County, ss.

On this day of , in the year 19 , before me personally appeared

known to me to be the of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

STATE OF SOUTH DAKOTA, ss. Union County,

Filed for record the 5th day of July, 1952 at 10:00 o'clock A.M., and recorded in Book No. 15 of Miscellaneous Record at Page 425.

J. F. Webber

Register of Deeds.

Mildred Swanson

Deputy.

L. C. OLSON
NOTARY PUBLIC
SOUTH DAKOTA