

PEOPLES NATURAL GAS CO. :
TO
NORTHERN NATURAL GAS CO. :
CONVEYANCE \$1.90 Paid -

Filed January 12, 1949 at 10:00 o'clock A. M.

James D. Jones
County Clerk

NNG - 1677

THIS INDENTURE WITNESSETH, that the Grantor, PEOPLES NATURAL GAS COMPANY, a Delaware corporation, for and in consideration of the sum of One Dollar (\$1.00) and other ^{good and} valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements of the Grantee hereinafter expressed has granted, bargained, sold, conveyed, warranted, assigned, set over, transferred and delivered, and by these presents does grant, bargain, sell, convey, warrant, assign, set over, transfer and deliver unto the Grantee, NORTHERN NATURAL GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of Nebraska, all and singular the following described property, rights, privileges and easements held or possessed by Grantor, to-wit:

I.

The gas transmission pipe line of Grantor located and described generally as follows:

Offutt Field, Airview and Martinview Subdivisions Lateral

A 4 1/2-inch O.D. steel pipe line commencing at a point on the West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 3, Township 13 North, Range 13 East, Sarpy County, Nebraska, which point is on the west corporate limits of the Village of Fort Crook, Nebraska, thence in an easterly direction a distance of 1,500 feet, more or less, to a point in the Southwest Quarter (SW 1/4) of Section 35, Township 14 North, Range 13 East, Sarpy County, Nebraska, which point is where the line enters the Offutt Field, Airview and Martinview Subdivisions' town border Station of Grantee.

together with and including in said lateral pipe line, all pipe, connections, taps, valves, fittings, conduits and all equipment and appurtenances of every description comprised in or appertaining to said pipe line.

II.

All of the rights of way and easements of Grantor for the construction and operation of the lateral pipe line hereinabove described and howsoever held including, but not limited to, all right, title and interest of Grantor in and to the private pipe line, right of way and easements of Grantor situated and located in, under, upon, over and across the following described real estate, to-wit:

Northeast Quarter Northeast Quarter (NE 1/4 NE 1/4) of Section 3 and that part of the Northwest Quarter Northwest Quarter (NW 1/4 NW 1/4) of Section 2, lying West of the right of way of the Missouri Pacific Railroad Company, all in Township 13 North, Range 13 East, Sarpy County, Nebraska,

excepting and reserving to Grantor, its successors and assigns all other and remaining rights, title and interest in and to said easements.

III.

Also, all rights, licenses and privileges owned or held by Grantor under any and all permits, resolutions and/or other grants by the State of Nebraska, or any municipality, county or other political subdivision or authority thereof, exclusively for or insofar as the same authorize the construction, maintenance and operation of said branch of lateral pipe line.

TO HAVE AND TO HOLD The said property, rights and interests hereinabove described and hereby conveyed and assigned unto the Grantee, the said NORTHERN NATURAL GAS COMPANY, its successors and assigns forever.

And the Grantor does hereby covenant with said NORTHERN NATURAL GAS COMPANY, for the benefit of said Grantee, its successors and assigns, that it, the Grantor, is lawfully seized of said properties, rights and interests hereinabove described and hereby conveyed and assigned; that they are free from encumbrances except as hereinbelow mentioned; that it has good right and lawful authority to sell, convey and assign the same, and that it will warrant and defend the same unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, forever, against the lawful claims of all persons whomsoever; except that Grantor does not warrant title as against any liens or encumbrances which may have existed upon the real estate over which the rights of way, easements and pipe line hereinbefore described and hereby conveyed and assigned is situated, before the acquisition of said rights of way and easements by Grantor.

As a further consideration for the conveyance and assignment aforesaid, the said NORTHERN NATURAL GAS COMPANY hereby assumes and agrees to carry out and perform all of the obligations heretofore imposed upon Grantor in, under or by any of the resolutions, permits, grants, contracts and/or licenses hereby conveyed and assigned to Grantee herein.

IN WITNESS WHEREOF the Grantor, the said PEOPLES NATURAL GAS COMPANY, has caused these presents to be duly executed in its corporate name and behalf, and its corporate seal to be hereto affixed and attested, by its Vice President and its Secretary, thereunto duly authorized by its

stockholders and Board of Directors, respectively, as of the 27th day of July, 1948.

ATTEST:

B. H. Harper, Secretary

PEOPLES NATURAL GAS COMPANY
CORPORATE SEAL 1930 DELAWARE

PEOPLES NATURAL GAS COMPANY

By: Ray L. Harrison,
Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 20th day of December, A.D. 1948, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Ray L. Harrison, to me known to be the identical person who subscribed the name of PEOPLES NATURAL GAS COMPANY to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

F. VINSON ROACH NOTARIAL SEAL
DOUGLAS COUNTY, NEBRASKA
COMMISSION EXPIRES MAR. 29, 1953

F. Vinson Roach

My commission expires 3/29/53.

FRANK BOHAC

TO

HARRY T. SULLIVAN

LEASE \$1.25 Paid

Filed January 19, 1949 at 10:00 o'clock A. M.

County Clerk

THIS INDENTURE, Made this 5th day of December, A. D. 1938, between Frank Bohac, party of the first part, and Harry T. Sullivan, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of its covenants of the said party of the second part, hereinafter set forth, do by these presents lease to the said party of the second part, the following described property, to-wit:

Commencing 5,192 feet south and 80 rods east of the (N.W.) northwest corner of Section 27, Township 13, Range 13, and running thence south 78 degrees and 45 minutes, west 556.3 feet, thence south 90 feet, more or less, to the north bank of the Platte River, thence southeasterly along river bank to the 40 line; thence north 291 feet, to the place of beginning, containing 2.1 acres, together with all accretions that may attach thereto, the northernmost point of said area being the north side of the large tree farthest north in the grove now on said parcel, in Sarpy County, Nebraska.

TO HAVE AND TO HOLD the same unto the said party of the second part from the 5th day of December, 1938, to the 5th day of December, 1958.

And the said party of the second part, in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part, to pay the said party of the first part as rent for the same the sum of Two Thousand and no/100 Dollars, payable as follows, to-wit: One Hundred Dollars (\$100.00) on the 5th day of December, 1938, and \$100.00 on the 5th day of December of each year thereafter until the expiration of this lease.

This lease is given to correct lease of November 30, 1938, between the same parties, and is the same in every respect except that it is provided that the second party may terminate this lease upon written notice after five years from the date hereof.

The said party of the second part further covenants with the said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to the said party of the first part, in as good condition as they now are, the usual wear, inevitable accidents and loss by fire excepted; and that upon the non-payment of the whole or any portion of the said rent as the time when the same is above promised to be paid, the said party of the first part may at his election either distrain for said rent, due, or declare this lease at an end and recover possession as if the same was held by forcible detainer; the said party of the second part hereby waiving any notice of such election or any demand for the possession of the said premises.

AND IT IS FURTHER CONVENANTED AND AGREED between the parties aforesaid that party of the second part reserves the right to renew said lease and also the right to remove all buildings on said ground from the premises. Party of the first part agrees to maintain a road to said ground and also to fence same and furnish firewood during term of lease or any extension thereof. First party further agrees to keep the drainage ditch on the ease line of this parcel open and usable.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of the parties aforesaid.