

402

NEBRASKA DOCUMENTARY	
STAMP TAX	
Date:	JANUARY 2, 1991
\$	12.50 By D.S.

State of : Nebraska
County of : Burt

Recording Requested By And
When Recorded Return To:

Northern Natural Gas Company
1400 Smith
Houston, Texas 77002
Attn: General Counsel

11968

A. GALE FERRIS
COUNTY CLERK
JAN 12 1991

FILED
REC'D CONVEYANCE

Mail Tax Statements To:

Northern Natural Gas Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Supervisor, Ad Valorem Tax

SUPPLEMENTAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Supplemental Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is from **ENRON CORP.**, a Delaware corporation, (being the corporation formerly known as **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to **INTERNORTH, INC.**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to **ENRON CORPORATION**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to Enron Corp.), with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called "Grantee").

Recorded 1-2-91 at 9:17 A.M. in Deed Book 65 Page 1156
501 Burt Co. NE

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern; on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern;

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

PART I

GRANTING AND HABENDUM CLAUSES

A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Rights Granted or Reserved in the Attached Instruments. The rights, titles, interests and estates, if any, granted in favor of or reserved by Grantor, or Grantor's predecessor in title, in the instrument(s), a copy (copies) of which is (are) attached as Exhibit A hereto (the "Attached Instrument"); and

2. Other Interests. With respect to the property described above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether or not expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and

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character, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, together with and including, without limitation, all reversions, remainders, options, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property from and after the Effective Time;

SAVE AND EXCEPT from the property described in Items IA1 and IA2 above, the property and interests, if any, described in Exhibit B hereto (herein called the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II

OTHER TERMS AND CONDITIONS

A. PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) all recorded and unrecorded liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options and preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property; (b) all matters that a current survey or visual inspection, including probing for pipelines, would reflect and (c) the Assumed Obligations, herein defined.

B. ASSUMPTION OF THE ASSUMED OBLIGATIONS; INDEMNIFICATION BY GRANTEE.

1. "Assumed Obligations" shall mean all debts, obligations and liabilities of Grantor relating to the Subject Property attributable to all periods prior to, at and after the Effective Time, of whatever nature, however evidenced, whether actual or contingent, whether known or unknown, whether arising under contract or tort or under the laws, ordinances, rules, regulations, orders or judgments of governmental, regulatory and judicial authorities having or asserting jurisdiction over the Subject Property or otherwise.

2. Subject to the other provisions of this Conveyance, Grantee hereby assumes and agrees to perform, pay or discharge the Assumed Obligations, to the full extent that Grantor is obligated, or in the absence of this Conveyance would be obligated, to perform,

pay or discharge such obligations. Without limiting the generality of the preceding sentence, Grantee agrees to protect, defend, indemnify and hold harmless Grantor in all respects relating to the Assumed Obligations, even as to matters caused by or resulting from Grantor's sole, joint, concurrent or contributory negligence, including, without limitation, all investigative costs, litigation costs (including, without limitation, attorneys' fees, court costs and other costs of suit) and all other costs and expenses relating to the foregoing, excluding only matters constituting the breach of or the failure to perform or satisfy any representation, warranty, covenant or agreement made by Grantor in connection with this Conveyance.

3. To make a claim hereunder, Grantor shall give notice to Grantee of the claim, together with a brief summary of such information with respect to such claim as is then reasonably available to Grantor. Upon such notification, Grantee shall undertake, at Grantee's expense, to defend or otherwise dispose of such claim and any litigation in connection therewith and to pay the amount of any final judgment rendered against Grantor or any settlement. Grantee shall be entitled to direct the defense through legal counsel of its choice with full cooperation of Grantor and to settle or otherwise dispose of the claim or litigation as it shall see fit; provided that Grantor may participate in such defense by advisory counsel selected by Grantor and at Grantor's expense. Grantor shall not settle any such asserted claim without the consent of Grantee.

C. DISCLAIMER OF WARRANTIES; SUBROGATION.

1. This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

2. Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSES, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY

WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Any covenants implied by statute or law by the use of the words "grant", "bargain", "assign", "convey" or "deliver", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

D. FURTHER ASSURANCES.

Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, assign, convey and deliver to Grantee the Subject Property conveyed hereby or intended so to be conveyed.

E. CONSENTS: RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provisions contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time, without further action on the part of Grantor. If such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all

descendants of the late Theodore H. Roosevelt, late President of the United States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

PART III

MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall never be deemed to inure to the benefit of or be enforceable by any other party. Grantee, and any transferee of the Grantee, may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, with respect to the portion of the Subject Property so transferred, as if such transferee were Grantee.

B. GOVERNING LAW.

THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL APPLY.

C. THE EXHIBITS.

Reference is made to Exhibits A and B, which are attached hereto and made a part hereof for all purposes. If no Exhibit B is attached then there is no Excepted Property. Reference in the Exhibits to an instrument on file in the public records is made for all purposes, but shall not imply that such instrument is valid, binding or enforceable or affects the Subject Property or creates any right, title, interest or claim in favor of any party other than Grantee.

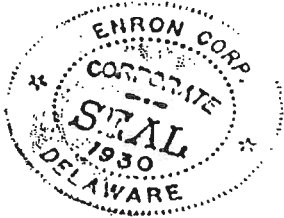
D. HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

WITNESS THE EXECUTION HEREOF on the 14th day of December 1990,
effective as of the Effective Time.

ENRON CORP.,
a Delaware corporation

(Corporate Seal)



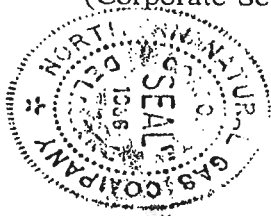
By: *Robert J. Hermann*
Robert J. Hermann
Vice President - Tax

Attest: *Elaine V. Overturf*
Elaine V. Overturf
Deputy Corporate Secretary

GRANTOR

NORTHERN NATURAL GAS COMPANY,
a Delaware corporation

(Corporate Seal)



By: *Peggy B. Menchaca*
Peggy B. Menchaca
Vice President and Secretary

Attest: *Elaine V. Overturf*
Elaine V. Overturf
Deputy Corporate Secretary

GRANTEE

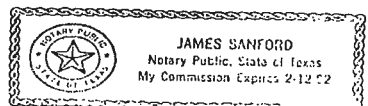
Attachments:

Exhibit A: Subject Property
Exhibit B: Excepted Property

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Supplemental Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14th, 1990, by Robert J. Hermann as Vice President - Tax of ENRON CORP., a Delaware corporation, on behalf of said corporation.

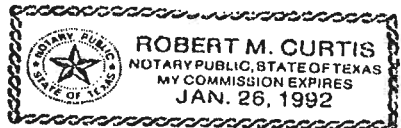


[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Supplemental Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Peggy B. Menchaca as Vice President and Secretary of NORTHERN NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

G\ENR-NNO\CONVEY\ENR\ATI.NE SSMC

EXHIBIT A

(ATTACHED INSTRUMENTS)

NNG NO.

INSTRUMENT

00886

INDENTURE FROM MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, AS GRANTOR, IN FAVOR OF NORTHERN GAS AND PIPE LINE COMPANY, AS GRANTEE, DATED AUGUST 29, 1932, EFFECTIVE AS OF AUGUST 1, 1932, FILED OCTOBER 8, 1932 AND RECORDED IN BOOK 28 AT PAGE 412 IN THE DEED RECORDS OF BURT COUNTY, NEBRASKA

NNG NO. HAS BEEN ADDED FOR ADMINISTRATIVE CONVENIENCE AND IS NOT PART OF THE LEGAL DESCRIPTION.

EAENR-NNGVISMIBURTNE EXA



THIS INDENTURE WITNESSETH, that the Grantor, MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation organized and existing under the laws of the State of Nebraska, for the consideration 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 to NORTHERN GAS AND PIPE LINE 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 property, real, personal and mixed, and wheresoever situated, and all rights, privileges, easements, contracts, merchandise, supplies, materials, accounts and bills receivable, cash in treasury or in bank, and interests owned, held or possessed by Grantor (with the exception only of the tract of real estate hereinafter specifically described and expressly excepted from the operation of this conveyance), including in the property hereby conveyed and assigned (but not in limitation of the foregoing) the following described property, rights and interests, to-wit: _____



(a). REAL ESTATE:

(Burt County, Nebraska)

A tract of land bounded and described as follows: Beginning at a point 33 feet North of a point on the East and West half Section line of Section 25, Township 23 North, Range 8 East, 909 feet East of the Southwest corner of the NW $\frac{1}{4}$ of said Section 25, Township 23 North, Range 8 East, running thence North 30 feet, thence East 30 feet, thence South 30 feet, thence West 30 feet to the place of beginning, containing 900 square feet more or less; all in Burt County, Nebraska.

A tract of land out of the Northeast corner of the North 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 22, Range 8, described as follows: Beginning at a point 633 feet East of the Northwest corner and 33 feet South of the North line of the NE $\frac{1}{4}$ of Section 36, Township 22 North, Range 8 East of the 6th P.M., thence run due South 100 feet, thence run due East 150 feet, thence run due North 100 feet, thence run due West 150 feet to the point of beginning; all in Burt County, Nebraska.

A tract of land located in the Northwest corner of Lot 17 in Section 24, Township 21 North, Range 9 East, more particularly described as follows, to-wit: Beginning at a point 60 feet South and 17 feet West from the Southwest corner of Block 35 of the First Addition to the Village of Craig, Burt County, Nebraska, running thence East 47 feet, thence South 30 feet, thence West 47 feet, thence North 30 feet to the place of beginning; all in Burt County, Nebraska.

A tract of land 30 feet by 30 feet located in the extreme Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 21, Range 10, described as commencing at the point where the fence on the South line of the NE $\frac{1}{4}$ of said Section 24 crossed the East line of said Section, thence North along the East line of said Section 30 feet, thence West 30 feet, thence South 30 feet to fence line on South line of NE $\frac{1}{4}$ of said Section, thence East 30 feet to place of beginning; all in Burt County, Nebraska.

(Butler County, Nebraska)

A tract of land described and located as follows: Beginning at a point 481 feet and 7 inches East of a point 2 rods South and 2 rods East of the Northwest corner of Section 30, Township 15 North, Range 3 East of the 6th P.M., running thence East along the road line 50 feet, thence South 20 feet, thence West 50 feet, thence North 20 feet to the place of beginning; all in Butler County, Nebraska.

A piece or parcel of land 20 feet North and South and 40 feet East and West located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 22 North, Range 1 East of the 6th P.M., more particularly described as follows: Beginning at a point 1075.8 feet West and 33 feet North of the Southeast corner of Section 10 aforesaid, said point being on the road line on South side of said tract, running thence North 20 feet at right angle to the road line, thence East 40 feet parallel to the South road line, thence South 20 feet to the said road line, thence West along said road line 40 feet to the place of beginning; all in Butler County, Nebraska.

(Main Line)

(b) RIGHTS-OF-WAY:

Also all of Grantor's right and interest in and to private pipe line rights-of-way situated and located over and across the following described lands, to-wit:

W¹/₂ SW¹/₄ of Section 36; NW¹/₄ of Section 36; SW¹/₄ of Section 25; SE¹/₄ and S¹/₂ NE¹/₄ of Section 25; N¹/₂ NE¹/₄ of Section 25; all in Township 1 North, Range 4 East; all in Jefferson County, Nebraska.

N¹/₂ NW¹/₄ of Section 30; SW¹/₄ of Section 19; E¹/₂ NW¹/₄ of Section 19; W¹/₂ NE¹/₄ of Section 19; E¹/₂ NE¹/₄ of Section 19; SE¹/₄ of Section 18; NW¹/₄ SW¹/₄ of Section 17; NW¹/₄ of Section 17; NW¹/₄ NE¹/₄ of Section 17; SE¹/₄ of Section 8; NE¹/₄ of Section 8; NW¹/₄ of Section 9; SW¹/₄ of Section 4; N¹/₂ SE¹/₄ and SE¹/₄ NE¹/₄ of Section 4; SW¹/₄ NE¹/₄ of Section 4; NE¹/₄ NE¹/₄ of Section 4; all in Township 1 North, Range 5 East; E¹/₂ SE¹/₄ of Section 33; W¹/₂ SW¹/₄ of Section 34; NE¹/₄ SW¹/₄ and E¹/₂ NW¹/₄ and W¹/₂ NE¹/₄ of Section 34; SE¹/₄ of Section 27; N¹/₂ SW¹/₄ of Section 26; W¹/₂ NW¹/₄ and NE¹/₄ NW¹/₄ of Section 26; SW¹/₄ of Section 23; SE¹/₄ of Section 23; NE¹/₄ of Section 23; N¹/₂ NW¹/₄ of Section 24 and SW¹/₄ of Section 13; N¹/₂ of Section 13; SE¹/₄ of Section 12; all in Township 2 North, Range 5 East; W¹/₂ SW¹/₄ of Section 7; S¹/₂ NW¹/₄ of Section 7; NE¹/₄ NW¹/₄ and NW¹/₄ NE¹/₄ of Section 7; E¹/₂ of Section 6 and NW¹/₄ of Section 5; all in Township 2 North, Range 6 East; W¹/₂ SW¹/₄ and SW¹/₄ NE¹/₄ SW¹/₄ and N¹/₂ NE¹/₄ SW¹/₄ of Section 32; SE¹/₄ SW¹/₄ and SE¹/₄ NE¹/₄ SW¹/₄ and E¹/₂ of Section 32; SE¹/₄ SE¹/₄ of Section 29; SW¹/₄ of Section 28; NW¹/₄ of Section 28; NE¹/₄ of Section 28; SE¹/₄ of Section 21; NE¹/₄ of Section 21; NW¹/₄ of Section 22; SW¹/₄ of Section 15; SE¹/₄ of Section 15; W¹/₂ NE¹/₄ of Section 15 and SE¹/₄ of Section 10; E¹/₂ NE¹/₄ of Section 15; S¹/₂ SW¹/₄ and NE¹/₄ SW¹/₄ of Section 11; NW¹/₄ SW¹/₄ of Section 11; S¹/₂ S¹/₂ NW¹/₄ of Section 11; N¹/₂ SE¹/₄ NW¹/₄ and N¹/₂ NW¹/₄ of Section 11; NE¹/₄ of Section 11 and S¹/₂ SE¹/₄ of Section 2, South of the River; NE¹/₄ of Section 2; NW¹/₄ of Section 1; all in Township 3 North, Range 6 East; SE¹/₄ SW¹/₄ of Section 36; SE¹/₄ of Section 36; S¹/₂ NE¹/₄ of Section 36; N¹/₂ NE¹/₄ of Section 36; all in Township 4 North, Range 6 East; NW¹/₄ NW¹/₄ of Section 31; SW¹/₄ of Section 30; NW¹/₄ of Section 30; N¹/₂ NE¹/₄ of Section 30; S¹/₂ SE¹/₄ of Section 19; N¹/₂ SE¹/₄ of Section 19; NE¹/₄ of Section 19; SE¹/₄ of Section 18; SW¹/₄ of Section 17; NW¹/₄ of Section 17 and SW¹/₄ of Section 8; N¹/₂ SE¹/₄ of Section 8; SW¹/₄ NE¹/₄ of Section 8; N¹/₂ NE¹/₄ of Section 8; SE¹/₄ of Section 5; NE¹/₄ of Section 5; NW¹/₄ of Section 4; all in Township 4 North, Range 7 East; E¹/₂ SE¹/₄ of Section 32; W¹/₂ SW¹/₄ of Section 33; NW¹/₄ of Section 33; E¹/₂ SW¹/₄ of Section 28; E¹/₂ N¹/₂ SE¹/₄ of Section 28; NE¹/₄ of Section 28; SE¹/₄ of Section 21; NE¹/₄ of Section 21; NW¹/₄ of Section 22; W¹/₂ and NE¹/₄ of Section 15; E¹/₂ of Section 10; NW¹/₄ NW¹/₄ of Section 11; SW¹/₄ of Section 2; E¹/₂ NW¹/₄ of Section 2; NE¹/₄ of Section 2; all in Township 5 North, Range 7 East; SE¹/₄ of Section 35; NE¹/₄ of Section 35; NW¹/₄ of Section 36; SW¹/₄ of Section 25; SE¹/₄ NW¹/₄ of Section 25; NE¹/₄ of Section 25; SE¹/₄ of Section 24; NE¹/₄ of Section 24; all in Township 6 North, Range 7 East; NW¹/₄ of Section 19 and W¹/₂ NE¹/₄ of Section 19; SW¹/₄ of Section 18; SE¹/₄ of Section 18; NE¹/₄ of Section 18; SE¹/₄ of Section 7; S¹/₂ SW¹/₄ of Section 8; N¹/₂ SW¹/₄ and SW¹/₄ NW¹/₄ of Section 8; SE¹/₄ NW¹/₄ and N¹/₂ NW¹/₄ of Section 8; S¹/₂ SW¹/₄ of Section 5; S¹/₂ SE¹/₄ of Section 5; N¹/₂ SE¹/₄ and NE¹/₄ of Section 5; all in Township 6 North, Range 8 East; all in Gage County, Nebraska.

E¹/₂ SE¹/₄ of Section 32; SW¹/₄ of Section 33; NW¹/₄ of Section 33; E¹/₂ SW¹/₄ of Section 28; S¹/₂ SE¹/₄ of Section 28; N¹/₂ SE¹/₄ of Section 28; West 60 acres of NE¹/₄ of Section 28 and SE¹/₄ of Section 21; East 100 acres of NE¹/₄ of Section 28; S¹/₂ SW¹/₄ and NE¹/₄ SW¹/₄ of Section 22; NW¹/₄ SW¹/₄ of Section 22; E¹/₂ NW¹/₄ of Section 22; NE¹/₄ of Section 22; commencing at a point 473 feet East of SW corner of SE¹/₄ of Section 15; thence North-easterly 191.55 rods to a point 240 feet West of NE corner of SE¹/₄ of Section 15; E¹/₂ NE¹/₄ of Section 15; NW¹/₄ of Section 14; W¹/₂ SE¹/₄ and E¹/₂ SW¹/₄ and SW¹/₄ NE¹/₄ of Section 11; E¹/₂ NE¹/₄ and NW¹/₄ NE¹/₄ of Section 11; SE¹/₄ of Section 2; SW¹/₄ and E¹/₂ NW¹/₄ of Section 1; S¹/₂ NE¹/₄ of Section 1, South of the Missouri Pacific R.R. tracks; NE¹/₄ of Section 1, North of the Railroad tracks; all in Township 7 North, Range 8 East; SE¹/₄ of Section 36; all in Township 8 North, Range 8 East; all in Lancaster County, Nebraska.

SW $\frac{1}{4}$ of Section 31; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 30; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20 and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 20; NE $\frac{1}{4}$ S $\frac{1}{2}$ of Section 20 and E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 17; W $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9; NW $\frac{1}{4}$ of Section 9; SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 4; S $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 4; NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4; all in Township 8 North, Range 9 East; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33; and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 34; NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33; W $\frac{1}{2}$ NW $\frac{1}{4}$ and Lots 6, 7 and 8 Taggard Addition to the town of Palmyra in NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34; SW $\frac{1}{4}$ of Section 27; E $\frac{1}{2}$ of Section 23; NW $\frac{1}{4}$ of Section 26; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23; W $\frac{1}{2}$ of Section 23; SE $\frac{1}{4}$ of Section 14; SW $\frac{1}{4}$ of Section 13; NW $\frac{1}{4}$ of Section 13; SW $\frac{1}{4}$ of Section 12; SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12; NE $\frac{1}{4}$ of Section 12; all in Township 9 North, Range 9 East; West 85 acres of NW $\frac{1}{4}$ of Section 7 and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 6; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; all in Township 9 North, Range 10 East; all in Otce County, Nebraska.

SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 32; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29; NW $\frac{1}{4}$ of Section 29; NE $\frac{1}{4}$ of Section 29 and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21; and S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 18; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 16; E $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16; E $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9; NE $\frac{1}{4}$ of Section 9; SE $\frac{1}{4}$ of Section 4; N $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3; N $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3; all in Township 10 North, Range 10 East; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 34; W $\frac{1}{2}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34; NE $\frac{1}{4}$ of Section 34; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 27; SW $\frac{1}{4}$ of Section 26 and W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35; E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 26; NE $\frac{1}{4}$ of Section 26 and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24; E $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 24; all in Township 11 North, Range 10 East; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19; N $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ of Section 20; W $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21; NE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ of Section 22; West 25 acres of N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22; East 55 acres of N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15; SW $\frac{1}{4}$ of Section 14; SE $\frac{1}{4}$ of Section 14; S $\frac{1}{2}$ of Section 13; NE $\frac{1}{4}$ of Section 13; all in Township 11 North, Range 11 East; NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 18; NE $\frac{1}{4}$ of Section 18 and SE $\frac{1}{4}$ of Section 7; NW $\frac{1}{4}$ of Section 17; NE $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$ of Section 8; SW $\frac{1}{4}$ of Section 9; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9; SW $\frac{1}{4}$ of Section 10; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10; NE $\frac{1}{4}$ of Section 10; NW $\frac{1}{4}$ of Section 11; NE $\frac{1}{4}$ of Section 11; NW $\frac{1}{4}$ of Section 12; SW $\frac{1}{4}$ of Section 1; SE $\frac{1}{4}$ of Section 1; all in Township 11 North, Range 12 East; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; NW $\frac{1}{4}$ of Section 6; N $\frac{1}{2}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5; NE $\frac{1}{4}$ of Section 5; all in Township 11 North, Range 13 East; SE $\frac{1}{4}$ of Section 32; SW $\frac{1}{4}$ of Section 33; SE $\frac{1}{4}$ of Section 33; W $\frac{1}{2}$ of Section 34; SE $\frac{1}{4}$ of Section 34; E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 34; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35 West of Missouri Pacific R. R. tracks; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35 East of the Railroad tracks; W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35; E $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35; a strip of land 33 feet wide commencing at a point 639 feet South of the NW corner of Section 36 running thence East 321 rods to a point 459.7 feet South of the NE corner of Section 36; all in Township 12 North, Range 13 East; a strip of land 33 feet wide commencing at a point 459.7 feet South of the NW corner of Section 31 running thence Northeastly 83 rods to a point 50 feet South of the NE corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30; East 30 acres of NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30; South 33 acres of the East $\frac{3}{4}$ of E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; and Sub-lot 2 of lot 121 in SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19; Lots 121 and 128 in S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19; lot 120 in SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19; beginning at a point 1347 feet South of the NW corner of Section 20, running thence Northeastly 83.5 rods to the Plattsmouth Bridge in NW $\frac{1}{4}$ of Section 20; all in Township 12 North, Range 14 East; all in Cass County, Nebraska.

(Arlington Lateral Line)

SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12 and SW $\frac{1}{4}$ of Section 12; NW $\frac{1}{4}$ of Section 13; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; NW $\frac{1}{4}$ of Section 24; SE $\frac{1}{4}$ of Section 24; NW $\frac{1}{4}$ of Section 25; SW $\frac{1}{4}$ of Section 25; NW $\frac{1}{4}$ and lot 4 in SW $\frac{1}{4}$ of Section 36; lot 5 in SW $\frac{1}{4}$ of Section 36; all in Township 18 North, Range 9 East; lot 4 in NW $\frac{1}{4}$ of Section 1; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 1; E $\frac{1}{2}$ SW $\frac{1}{4}$ and lot 6 in SE $\frac{1}{4}$ of Section 1; E $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 12; all in Township 17 North, Range 9 East; all in Washington County, Nebraska.

(Fontenelle Lateral Line)

Lot 15 of Section 9; all in Township 18 North, Range 9 East; all in Washington County, Nebraska.

(Craig Lateral Line)

S $\frac{1}{2}$ of Section 24, except that plot laid out for cemetery places; lot 17 in NW $\frac{1}{4}$ of Section 24; all in Township 21 North, Range 9 East; all in Burt County, Nebraska.

(Hooper Lateral Line)

SW $\frac{1}{4}$ of Section 16; all in Township 19 North, Range 8 East; all in Dodge County, Nebraska.

(Walthill Lateral Line)

NW $\frac{1}{4}$ of Section 13; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 12; all in Township 25 North, Range 8 East; all in Thurston County, Nebraska.

(Winnebago Lateral Line)

S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, lying West of City Limits of Winnebago; all in Township 26 North, Range 6 East; all in Thurston County, Nebraska.

(Rosalie Lateral Line)

NE $\frac{1}{4}$ of Section 15, lying East of Chicago, Burlington & Quincy R.R. right of way; all in Township 24 North, Range 8 East; all in Thurston County, Nebraska.

(Scribner Lateral Line)

SW $\frac{1}{4}$ of Section 29; all in Township 20 North, Range 8 East; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 25; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25 and S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 25; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 27; SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29; S $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29; SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29; all in Township 20 North, Range 7 East; all in Dodge County, Nebraska.

(Tekamah Lateral Line)

S $\frac{1}{2}$ of Section 16; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16; S $\frac{1}{2}$ of Section 15; SW $\frac{1}{4}$ of Section 14; all of Section 20; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24; E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24; W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24; all in Township 21 North, Range 8 East; NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19; NE $\frac{1}{4}$ of Section 19; NW $\frac{1}{4}$ of Section 20; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; NW $\frac{1}{4}$ of Section 21; SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22; SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22; SE $\frac{1}{4}$ of Section 23; SE $\frac{1}{4}$ of Section 24; except that plot laid out for cemetery purposes; all in Township 21 North, Range 9 East; SW $\frac{1}{4}$ of Section 19; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20; S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 20; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21; SE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; S $\frac{1}{2}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22; NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 and SW $\frac{1}{4}$ of Section 23; SE $\frac{1}{4}$ of Section 23; NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ and Lot 1 of SE $\frac{1}{4}$ and Lot 3 of SW $\frac{1}{4}$ of Section 24; lot 4 in SE $\frac{1}{4}$ of Section 24; all in Township 21 North, Range 10 East; all in Burt County, Nebraska.

(Oakland Lateral Line)

NW 1/4 of Section 33; NE 1/4 of Section 33 and 7 1/2 NW 1/4 of Section 34; E 1/2 NW 1/4 of Section 34; NE 1/4 of Section 34; West 30 acres NW 1/4 NW 1/4 of Section 35; East 10 acres of NW 1/4 NW 1/4 of Section 35; NE 1/4 NW 1/4 of Section 35; NW 1/4 NE 1/4 of Section 35; NW 1/4 NE 1/4 of Section 35; NW 1/4 of Section 36; North 10 acres of NW 1/4 NE 1/4 of Section 36; all in Township 22 North, Range 8 East; all in Burt County, Nebraska.

(Lyons Lateral Line)

NW 1/4 of Section 27; West 28 1/2 acres of SW 1/4 NE 1/4 of Section 27 and SW 1/4 NW 1/4 of Section 28; East 11 1/2 acres of SW 1/4 NE 1/4 and lot 2 SE 1/4 NE 1/4 of Section 27; E 1/2 NW 1/4 of Section 26; S 1/2 NE 1/4 except 12.61 acres in SE corner NE 1/4 of Section 26; commencing at a point 495 feet West of SE corner of NE 1/4 of Section 26; thence North 450 feet, thence West 161 feet, thence South 450 feet, thence East 161 feet to point of beginning; a strip of land lying South of Logan Creek in SW 1/4 NW 1/4 of Section 25; From East bank of Logan Creek to Village limits and that part of SW 1/4 NW 1/4 lying South of Logan Creek in Section 25, and part of SE 1/4 NE 1/4 of Section 26 described as South 11 acres out of E 1/2 SE 1/4 NE 1/4; all in Township 23 North, Range 6 East; all in Burt County, Nebraska.

(West Point Lateral Line)

E 1/2 SE 1/4 and E 1/2 NW 1/4 SE 1/4 of Section 28; 7 1/2 W 1/2 SE 1/4 and SW 1/4 of Section 28; SE 1/4 of Section 29; SW Fr. 1/4 of Section 29; all in Township 23 North, Range 8 East; all in Burt County, Nebraska.

SE 1/4 of Section 25; SW 1/4 of Section 25; E 1/2 SE 1/4 of Section 26; SW 1/4 SE 1/4 of Section 26; E 1/2 SW 1/4 of Section 26; W 1/2 SW 1/4 of Section 26; SE 1/4 of Section 27; S 1/2 SW 1/4 of Section 27 and E 1/2 SE 1/4 of Section 28; E 1/2 SW 1/4 and W 1/2 SE 1/4 of Section 28; 7 1/2 SW 1/4 of Section 28; SE 1/4 of Section 29; S 1/2 SW 1/4 of Section 29 and SE 1/4 of Section 30; SW 1/4 of Section 30; all in Township 23 North, Range 7 East; 5 3/4 SE 1/4 of Section 25; SW 1/4 of Section 25; E 1/2 SE 1/4 of Section 26; East 27 acres of W 1/2 SE 1/4 of Section 26; East 27 acres of West 53 acres SE 1/4 of Section 26; West 26 acres of SE 1/4 and SW 1/4 of Section 26; SE 1/4 of Section 27; NE 1/4 of Section 34; SE 1/4 of Section 34; all in Township 23 North, Range 6 East; NE 1/4 of Section 3; N 1/2 SE 1/4 of Section 3; S 1/2 SE 1/4 of Section 3; NE 1/4 of Section 10; SE 1/4 of Section 10; E 1/2 NE 1/4 of Section 10; E 1/2 SE 1/4 of Section 15; E 1/2 NE 1/4 and NE 1/4 SE 1/4 of Section 22; SE 1/4 SE 1/4 of Section 22 and NE 1/4 NE 1/4 of Section 27 and NW 1/4 NW 1/4 of Section 26; lot 2 of NW 1/4 of Section 26; lots 4 and 5 North of creek in SW 1/4 of Section 26; lots 5 and 12 lying South of creek in SW 1/4 of Section 26; lot 3 of NW 1/4 of Section 26; all in Township 22 North, Range 6 East; all in Cuming County, Nebraska.

(Bancroft Lateral Line)

SW 1/4 SE 1/4 and SE 1/4 SW 1/4 of Section 34; E 1/2 SW 1/4 SW 1/4 of Section 34; W 1/2 SW 1/4 SW 1/4 of Section 34; and E 3/8 E 1/2 SE 1/4 of Section 33; 7 5/8 E 1/2 SE 1/4 and 2 1/2 W 1/2 SE 1/4 of Section 33; W 1/2 SE 1/4 of Section 33; SW 1/4 of Section 33; SE 1/4 of Section 32; SW Fr. 1/4 of Section 32; all in Township 24 North, Range 8 East; all in Burt County, Nebraska.

All of SE 1/4 lying North and East of Chicago, St. Paul, Minneapolis & Omaha R.R. tracks of Section 36; SW 1/4 SW 1/4 NE 1/4 of Section 36; a 4 acre tract of land out of SE 1/4 NW 1/4 of Section 36; all in Township 24 North, Range 7 East; all in Cuming County, Nebraska.

(Wayne Lateral Line)

SE 1/4 SE 1/4 of Section 11; SW 1/4 SE 1/4 of Section 11; S 1/2 SW 1/4 and NW 1/4 SW 1/4 of Section 11; SE 1/4 SE 1/4 of Section 10; SW 1/4 SE 1/4 of Section 10; SE 1/4 SW 1/4 of Section 10; SW 1/4 SW 1/4 of Section 10; SE 1/4 SE 1/4 of Section 9; SW 1/4 SE 1/4 of Section 9; SE 1/4 SE 1/4 of Section 9; SE 1/4 SE 1/4 of Section 8; SW 1/4 SE 1/4 and lot 4 of Section 8; all in Township 26 North, Range 8 East; S 1/2 SE 1/4 and SE 1/4 SW 1/4 of Section 12; SW 1/4 SW 1/4 of Section 12; SE 1/4 SE 1/4 of Section 11; SW 1/4 SE 1/4 of Section 11; SE 1/4 SW 1/4 of Section 11; SW 1/4 SW 1/4 of Section 11; SE 1/4 SE 1/4 of Section 10; SW 1/4 SE 1/4 of Section 10; SE 1/4 SW 1/4 of Section 10; SW 1/4 SW 1/4 of Section 9; SE 1/4 SW 1/4 of Section 9; SW 1/4 SW 1/4 of Section 9; SE 1/4 SE 1/4 of Section 8; SW 1/4 SE 1/4 of Section 8; S 1/2 SW 1/4 of Section 8; SE 1/4 SE 1/4 of Section 7; SW 1/4 SE 1/4

(c) PIPE LINE SYSTEM:

Also all of the pipe line system for the transportation of natural gas, owned by Grantor, constructed, laid and installed in, under, over, through, across and upon the lands and right-of-way described in the foregoing Subdivisions (a) and (b) hereof, and/or any other lands, rights of way and/or bridges owned by Grantor, public bridges, public highways or public places or wheresoever located or situated, including, but not limited to, all pipe lines, pipes, couplings, taps, connections, regulating stations, compressors, pumps, boilers, engines, bridges and approaches thereto; buildings, structures, tanks, conduits, drips, valves, fittings, meters, gauges, tools, appliances, and all equipment, apparatus, implements, accessories, materials and supplies of every description comprised in or appertaining to, or used or for use in connection with said pipe line system.

(d) MISCELLANEOUS.

Also all contracts and contract rights held by Grantor, together with all moneys, rentals or tolls due or to become due thereon; also all accounts due or hereafter to become due to Grantor; also all cash in treasury of Grantor or in any depository; also all rights and privileges held by Grantor under any and all permits, ordinances, resolutions and/or grants by the State of Nebraska, or any political subdivision thereof, including, but not limited to, rights for the use of public bridges, public highways and public places wheresoever located; also all other property and property rights of whatsoever character or nature and wheresoever situated, real, personal or mixed, now owned, held, possessed or enjoyed by Grantor, together with the reversion or reversions, remainder and remainders thereof, but saving and excepting the tract of real estate hereinbelow described.

TO HAVE AND TO HOLD all said property, rights and interests hereby conveyed and assigned unto said NORTHERN GAS AND PIPE LINE COMPANY, its successors and assigns, forever.

And the Grantor does hereby covenant with said Northern Gas and Pipe Line Company, and with its successors and assigns, that it, the Grantor, is lawfully seized of said properties, rights and interests hereby conveyed and assigned; that they are free from encumbrances; that it has good right and lawful authority to sell the same, and that it will warrant and defend the same unto said Northern Gas and Pipe Line Company, its successors and assigns, forever against the lawful claims of all persons whomever.

There is expressly excepted and excluded from this conveyance, and reserved to Grantor, its successors and assigns, the tract of real estate situated in said County of Gage, which is described as follows, to-wit:

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Commencing at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section two (2), Township three (3) North, Range Six (6), East of the Sixth Principal Meridian, thence West eighty (80) rods, thence South to the center of the Big Blue River, thence Easterly along the center of the Big Blue River to the East line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section two (2), thence due North to point of beginning, excepting therefrom the existing Railroad rights of way across said premises, and subject to the rights and easements thereon granted to Black Brothers Flour Mills in a certain warranty deed executed under date of July 31, 1923 by the sellers herein, as grantors to Black Brothers Flour Mills a corporation of Gage County, Nebraska, as grantees, and to any easements which exist with respect thereto in connection with the operation of Gage County Electric Company's Hydro Electric plant and dam in and near the Big Blue River in the vicinity of said real estate.

And the said Northern Gas and Pipe Line Company, in consideration of the conveyance to it of the properties, rights and interests herein and hereby conveyed and assigned, has made, executed and delivered to Grantor, simultaneously with the delivery of these presents, its Demand Promissory note, or notes, in the aggregate face amount of Nine Hundred Twenty Seven Thousand Five Hundred Twenty Seven and 47/100 Dollars (\$927,527.47), bearing interest at the rate of 6% per annum from August 1, 1932.

And further in consideration of said conveyance, said Northern Gas and Pipe Line Company has assumed and agreed, and hereby assumes and agrees to pay and discharge all existing liabilities and indebtedness of Grantor, and has assumed and agreed, and does hereby assume and agree to carry out and perform all other obligations of Grantor.

IN WITNESS WHEREOF, said MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA 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 proper officers thereunto duly authorized by its stockholders and Board of Directors, respectively, this 29 day of August, 1932.

In the presence of:

H. A. Hansen

MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA

By

L. E. Troch

Vice President.

ATTEST:

J. W. Holmes
Assistant Secretary.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 26th day of September, 1932, before me, a notary public in and for said County, personally came the above named J. E. Fischer, Vice-President, and D. H. Holmes, Assistant Secretary, of MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, who are personally known to me to be the identical persons whose names are affixed to the above deed as Vice-President and Assistant Secretary of said corporation, and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid.

My commission expires on the 17th day of September, 1936.

Anna M. Sweeney
Notary Public.

COMPARED

W. D. Kelly, Register

pasture grass & pipe fence

Book 806

COMPARED

13564

STATE OF NEBRASKA
DRAIN COUNTY

Filed for record and stored in the
Public Office on the 22nd day of
November, A. D. 1932 at 10:00
P. M. Recorded in Book 806

Book 806

One of the following
James
W. D. Kelly
Deputy

State of Nebraska,
Burt County } ss.
Entered in Numerical Index

and Filed for Record the
day of Nov A. D. 1932

at 10:00 and minutes
of Book 806

on page 412
W. D. Kelly
County Clerk

W. D. Kelly
Deputy

Nov 25

State of Nebraska,
Burt County } ss.
Entered in Numerical Index and filed for
record in the office of said County
Clerk on the 22nd day of
November, A. D. 1932
at 10:00 o'clock and minutes
of Book 806

And recorded in Book
of Book 806 on page 412

W. D. Kelly
County Clerk

W. D. Kelly
Deputy

State of Nebraska,
Burt County } ss.
Entered on numerical index and filed for
record in register of deeds also the
day of November 1932 at
o'clock 10 in Book 806

on page 412 for \$ 30.00
W. D. Kelly
Register of Deeds

W. D. Kelly
Deputy

Nov 25

THE STATE OF NEBRASKA
DRAIN COUNTY

Entered in Numerical Index and filed for
record in the office of the Register of Deeds of
said County on the 22nd day of
November, A. D. 1932 at 10:00 o'clock
and minutes of Book 806

And recorded in Book
of Book 806 on page 412

W. D. Kelly
County Clerk

W. D. Kelly
Deputy

Received Nov 29 1932
for 30.00
Book 806 in Book 806
Number Nov 29 1932

W. D. Kelly
Register of Deeds

W. D. Kelly
Deputy

Nov 25

STATE OF NEBRASKA
RICHARDSON COUNTY } ss.
Filed for record in the Register of
Deeds Office this 22nd day of
November, A. D. 1932 at 10:00 o'clock and minutes
of Book 806

And recorded in Book
of Book 806 on page 412

W. D. Kelly
County Clerk

W. D. Kelly
Deputy

Nov 25

pasture grass & pipe fence

Book 806

COMPARED

13564

STATE OF NEBRASKA
DRAIN COUNTY

Filed for record and stored in the
Public Office on the 22nd day of
November, A. D. 1932 at 10:00
P. M. Recorded in Book 806

Book 806

One of the following
James
W. D. Kelly
Deputy

State of Nebraska,
Burt County } ss.
Entered in Numerical Index

and Filed for Record the
day of Nov A. D. 1932

at 10:00 and minutes
of Book 806

on page 412
W. D. Kelly
County Clerk

W. D. Kelly
Deputy

Nov 25