

MISCELLANEOUS RECORD No. 9

trees, shrubbery, fences or buildings from the construction, maintenance or cooperation 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 grantors, 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 grantors, 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 grantors 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 taken under this provision shall be measured and furnished to the grantors 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 grantors 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 24th day of June, 1938.

Signed, Sealed and Delivered in Presence of
C. F. Pearson

Mollie Fritz
Fred Fritz

STATE OF NEBRASKA)
(ss.

COUNTY OF SARPY)

On this 24 day of June, A.D. 1938, before me, a Notary Public within and for said County, personally appeared Mollie Fritz & Fred Fritz Wife & Husband 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.

***** C. F. Pearson
C.F. PEARSON NOTARIAL SEAL * Notary Public
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JAN. 18, 1942 * My commission expires Jan. 18, 1942

LORA M. SASS ET AL :
TO : Filed July 9, 1938, at 10 o'clock A.M.
NORTHERN NATURAL GAS COMPANY :
BASEMENT \$1.60 Pd. :
----- :
County Clerk

10B4-3

KNOW ALL MEN BY THESE PRESENTS:
That Lora M. Sass, a widow, John A Sass and Esther Sass, his wife, and William F. Sass and Florence Sass, his wife of the County of Sarpy and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) 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 Sarpy and State of Nebraska, to-wit:

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West One Half (W $\frac{1}{2}$) of North West Quarter (NW $\frac{1}{4}$) Section 13, Township 14, Range 1E
 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 re-
 moval thereof, in whole or in part, at the will of the grantee; it being the intention of the
 parties hereto that grantor 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 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 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 pipeline 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 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 vendor of grantee, from time to time.
 - (4) That grantee will replace or rebuild to the satisfaction of grantor or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by their 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 7th day of June, 1928.
 Signed, Sealed and Delivered in Presence of
 C. F. Pearson
 Lawrence I Shaw
 William F. Sass
 Florence Sass
 John A. Sass
 Esther Sass
 Dora M. Sass

STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

On this 27th day of June, A.D. 1928, before me, a Notary Public within and for said County, personally appeared Dora M. Sass A Widow, John A. Sass & Esther Sass, Husband & wife, & William F. Sass & Florence Sass, Husband & 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.

 C. F. PEARSON NOTARIAL SEAL * C. F. Pearson
 SARPY COUNTY, NEBRASKA * Notary Public
 COMMISSION EXPIRES JAN. 18, 1943 * My co. expires Jan 18, 1943.

F.H. FRICKE & WF. :
 TO :
 NORTHERN NATURAL GAS COMPANY :
 EASEMENT \$1.00 PG. :

Filed July 9, 1928, at 10 o'clock A.M.

[Signature]
 County Clerk