

60-1974

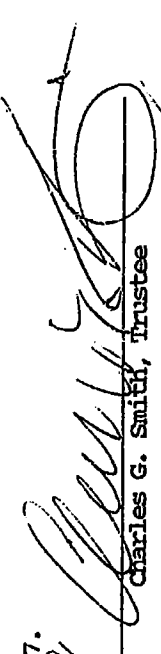
C E R T I F I C A T E

The undersigned do hereby certify that Charles G. Smith, Trustee executed the Final Plat for the following described property:

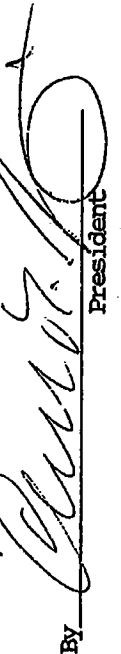
Ardmore, being a platting of part of the West One-Half (W1/2) of the Southwest Quarter (SW1/4) of Section 13, Township 14N, Range 12E of the 6th P.M., Saryp County, Nebraska ( Lots 1 - 217, Outlots A, B, & C )

on October 8, 1986, which Final Plat was filed of record in the Office of the Register of Deeds of Saryp County, Nebraska on April 23, 1987, in Book 9 at Page 11; that said Charles G. Smith, Trustee executed said plat as Trustee for Ardmore, Inc., the record owner; and that Ardmore, Inc. has and does by this instrument hereby consent to the execution of such Final Plat by Charles G. Smith, Trustee as if the same had been executed by Ardmore, Inc.

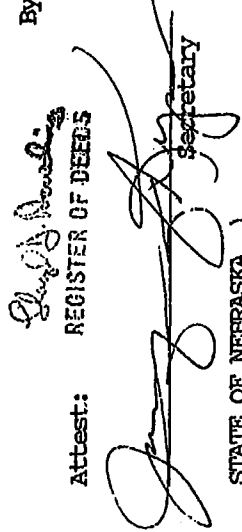
Date: June 10, 1987.  
FILED SARYP COUNTY NE 115  
BOOK 60 of Plat  
PAGE 1974

  
Charles G. Smith, Trustee

ARDMORE, INC.

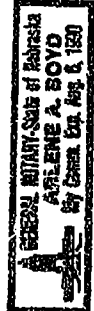
By   
President

1987 JUN 12 AM 11:58

  
REGISTER OF DEEDS  
Secretary

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

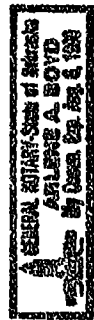
The foregoing instrument was acknowledged before me this 10th day of June, 1987 by Charles G. Smith.


  
A GENERAL NOTARY PUBLIC of Nebraska  
ARLENE A. BOYD  
By Order Exp. Aug. 6, 1989

  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 10th day of June, 1987 by Jacqueline J. Kuper on behalf of Ardmore, Inc.

  
A GENERAL NOTARY PUBLIC of Nebraska  
ARLENE A. BOYD  
By Order Exp. Aug. 6, 1989

  
Notary Public

*WV*  
10002 ✓



## MISCELLANEOUS RECORD NO. 9

ALL  
LWS

NOTE ALL MEN BY THESE PRESENTS:

1034-2

That F. H. Fricke and Mary Fricke, 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, REVERSE and REINQUIRE 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:

West One Half (W $\frac{1}{2}$ ) of South West Quarter (SW $\frac{1}{4}$ ) Section 17, Township 14 Range 12, Pipe Lines to be located and constructed, not to exceed sixteen feet east of fence line on west side of above described land

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 same, and 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 the grantee, in exercising the rights herein specified without divesting the 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.

It is further considered 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 charges which may arise to growing crops, trees, shrubs, 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 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 resale, 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 of 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 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 25th day of June, 1938.

Signed, Sealed and Delivered in Presence of

C. H. Pearson

STATE OF NEBRASKA } ss.

COUNTY OF SARPY

F. H. Fricke

Mary Fricke

On this 25 day of June, A.D. 1938, before me, a Notary Public within and for said County, personally, appeared F. H. Fricke & Mary Fricke, husband and wife, to me known to be the persons described and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

\*\*\*\*\*  
C. H. PEARSON, Notarial Seal  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES JAN. 18, 1943 \*  
\*\*\*\*\*

C. H. Pearson  
Notary Public

There will be 1 - 2 pole structure located on the above described land.  
 The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors and the District agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District within ten days after such damage occurs.

This agreement shall extend to the parties, their heirs, successors and assigns.  
 IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of May, 1939.

In Presence Of  
 O. G. Clark Jacob W. Pflug  
 O. G. Clark Caroline Pflug  
 P. O. Add. Papillion  
 P. O. Add.  
 P. O. Add.

STATE OF NEBRASKA ) SS  
 Sarpy County )

On this 10 day of May, A.D. 1939, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Jacob W. Pflug Caroline Pflug (H&W) to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their own voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.  
 O. G. Clark Notary Public.

My commission expires the day of 19

\*\*\*\*\*  
 O. G. CLARK NOTARIAL SEAL  
 PLATE COUNTY, NEBRASKA  
 COMMISSION EXPIRES JANUARY 16, 1945  
 \*\*\*\*\*

FRANCIS H. FRICKE & WIFE : : Filed May 22, 1939, at 2 o'clock P.M.

TO : :  
 LOUP RIVER PUB. POW. DIST. : :  
 LEASEMENT \$1.15 Pa. : :  
 Sarpy County Clerk

FORM R-7 C-5-C GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:  
 THAT WE Francis H. Fricke and Mary Fricke  
 husband & wife

for and in consideration of \$150.00 do hereby grant unto the LOUP RIVER PUBLIC POWER DISTRICT, its successors and assigns, a right of way and perpetual easement, together with all rights and privileges incident to the use and enjoyment thereof, including the right to trim and remove underbrush and trees for safe clearance, for the construction, operation and maintenance of an electric transmission line over, upon, along and above the following described real estate situate in Sarpy County, State of Nebraska, to-wit:

West 1/4 and the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 13 - Township 14 North - Range 12, East of the 6th. P.M.  
 And the Northwest 1/4 of the Northeast 1/4 of Section 24 - Township 14 North - Range 12, East of the 6th. P.M.

There will be 5 - 2 pole structures located on the above described land.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors and the District agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District within ten days after such damage occurs.

This agreement shall extend to the parties, their heirs, successors and assigns.  
 IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of May, 1939.

In Presence Of:  
 O. G. Clark Francis H. Fricke  
 O. G. Clark Mary Fricke  
 P. O. Add. Papillion  
 P. O. Add.  
 P. O. Add.

STATE OF NEBRASKA ) SS  
 Sarpy County )

On this 10 day of May, A.D. 1939, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Francis H. Fricke Mary Fricke (H&W) to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.  
 O. G. CLARK NOTARIAL SEAL  
 PLATE COUNTY, NEBRASKA  
 COMMISSION EXPIRES JANUARY 16, 1945

\*\*\*\*\* My commission expires the day of 19

7-7-34

MISCELLANEOUS RECORD NO. 7. <sup>249</sup> Of Record

FRANCIS H. FRICKER, ETAL. :  
to  
NEBRASKA POWER COMPANY,  
Contract #1.25 Pd.

Filed March 12, 1930, at 3 P.M.

*Geo. C. Anderson*  
County Clerk. *By His M. Lane Deputy*

CONTRACT. File No. -----

This indenture made this 17th day of February, 1930, by and between NEBRASKA POWER COMPANY a corporation hereinafter called "The Company" and Francis H. Fricker and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, single, of the County of Sarpy State of Nebraska, hereinafter called "Grantors":

WITNESSETH: That for and in consideration of \$40.00, receipt whereof is hereby acknowledged by the Grantor and mutual covenants and agreements herein contained the Grantor does hereby Grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to-wit: North West Quarter of Southeast Quarter (NW. of SW.) Section Thirteen (13) Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M. The electric transmission line shall be built of double pole construction, commonly called "A" frame construction, with a spacing between structures generally approximately 630 feet. The poles of the individual frames shall be set on top (10) foot centers, the center line of said poles being the east and west centerline of section 13. Forementioned, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 13. The Grantors hereby further Grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantors adjacent hereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described. The Grantor does hereby further Grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking oil and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to-wit: Company agrees to be liable for and pay Grantor or tenant, or their interest, any expense, for damage done crops or fences during time of construction of said transmission line across the above described property. The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any persons or property by reason of the Company's negligence in the construction operation and maintenance of said transmission line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 17th day of February, 1930.

Attest:  
E. J. Meylan, Assistant Secretary,  
Nebraska Power Company Seal, 1930  
Witness: *Geo. C. Anderson* General Manager.

Francis H. Fricke, Grantor,  
Mary Fricke, Grantor,  
William Fricke, Grantor,  
Albert Fricke, Grantor.

State of Nebraska, )  
County of Sarpy, ) SS. On this 17th day of February, 1930, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Francis H. Fricke and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, single, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.  
E. R. Anderson, General Notary Public,  
Douglas County, Nebraska,  
Commission expires Mar. 9, 1934.

Engineers Approval F. E. Smith, Chief Engineer.

MISCELLANEOUS RECORD NO. 7,

18000-STATE JOURNAL COMPANY, LINCOLN, NEB.

FRANCIS H. FRICKE, ETAL. : Filed March 12, 1930, at 3 P.M.
to
NEBRASKA POWER COMPANY, :
Contract \$1.25 Pct. :
County Clerk. [Signature]

CONTRACT.

This indenture made this 17th. day of February, 1930, by and between NEBRASKA POWER COMPANY a corporation hereinafter called "The Company" and Francis H. Fricke and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, Single, of the County of Sarpy State of Nebraska, hereinafter called "Grantor";

WITNESSETH: That for and in consideration of \$40.00, receipt whereof is hereby acknowledged by the Grantor and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to-wit: NorthWest Quarter of SouthWest Quarter (NW 1/4 of SW 1/4) Section Thirteen (13) Township Fourteen (14) North, Range Twelve (12) east of the 6th. P.M..

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 630 feet. The poles of the individual "H" frames shall be set on ten (10) foot centers, the center line of said "H" frames being the east and west center line of section 13 aforementioned, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 13.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to-wit: Company agrees to be liable for and pay Grantor or tenant, as their interest may appear, for damage done crops or fences during time of construction of said transmission line across the above described property.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any persons or property by reason of the Company's negligence in the construction operation and maintenance of said transmission line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 17th. day of February, 1930.

Attest:

F. J. Coylan, Ass't. Secretary,
Nebraska Power Company Seal, 1914.

Witness: E.R. Anderson, as to all parties,

Francis H. Fricke, Grantor,
Mary Fricke, Grantor,
William Fricke, Grantor,
Albert Fricke, Grantor.

State of Nebraska, )
County of Sarpy, ) SS. On this 17th. day of February, 1930, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Francis H. Fricke and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, single, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written

General Notary Public, E.R. Anderson,

My commission expires on the 9th. day of March, 1934.
My commission expires Mar. 9, 1934.

Engineers Approval F.E. Smith, Chief Engineer.

## MISCELLANEOUS RECORD No. 10

There will be 1 - 2 pole structure located on the above described land.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors and the District agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District wit in ten days after such damage occurs.

This agreement shall extend to the parties, their heirs, successors and assigns.  
IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of May, 1939.

In Presence Of:

O. G. Clark	Jacob W. Pflug	P. O. Add.	Papillion
O. G. Clark	Caroline Pflug	P. O. Add.	'
		P. O. Add.	
		P. O. Add.	

STATE OF NEBRASKA )  
Sary County )

On this 10 day of May, A.D. 1939, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Jacob W. Pflug Caroline Pflug (H&W) to me known to be the identical persons whose names \_\_\_ affixed to the foregoing instrument and acknowledged the same to be their ~~fr-~~ voluntary act and deed.

Witness my hand and Notarial seal the day and year last above written.  
O. G. Clark Notary Public.

My commission expires the \_\_\_ day of \_\_\_, 19\_\_\_.

\*\*\*\*\*  
O. G. CLARK NOTARIAL SEAL GENERAL \*  
PLATTE COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JANUARY 18, 1943 \*  
\*\*\*\*\*

FRANCIS H: FRICKE & WF. : : : Filed May 22, 1939, at 2 o'clock P.M.

TO : : :  
LOUP RIVER PUB. POW. DIST.: : :  
EASEMENT \$1.15 Pd. : : :

Form R/W G-5-C

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Francis H Fricke and Mary Fricke  
&  
wife

for and in consideration of \$150.00 do hereby grant unto the LOUP RIVER PUBLIC POWER DISTRICT, its successors and assigns, a right of way and perpetual easement, together with all rights and privileges incident to the use and enjoyment thereof, including the right to trim and remove underbrush and trees for safe clearances, for the construction, operation and maintenance of an electric transmission line over, upon, along and above the following described real estate situate in Sary County, State of Nebraska, to-wit:  
West ½ and the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 13 - Township 14 North - Range 12, East of the 6th. P.M.  
And the Northwest ¼ of the Northeast ¼ of Section 24 - Township 14 North - Range 12, East of the 6th.P.M.

There will be 5 - 2 pole structures located on the above described land.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors. and the District agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District within ten days after such damage occurs.

This agreement shall extend to the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of May, 1939.

In Presence Of:  
O. G. Clark  
O. G. Clark

Francis H. Fricke	P. O. Add.	Papillion
Mary Fricke	P. O. Add.	'
	P. O. Add.	
	P. O. Add.	

STATE OF NEBRASKA )  
Sary County )

On this 10 day of May, A.D. 1939, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Francis H. Fricke Mary Fricke (H&W) to me known to be the identical persons whose names \_\_\_ affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

*Francis H. Fricke & wife*  
12/24/60  
SHOWS ON PLAT  
PER BOOK

*Caroline Pflug*  
County Clerk

# MISCELLANEOUS RECORD NO. 9

West One Half (W $\frac{1}{2}$ ) of North West quarter (NW $\frac{1}{4}$ ) Section 13, Township 14, Range 12 TO HAVE AND TO HOLD unto said JOHANNES MAJUKA GAS COMPANY, its successors and assigns so long as such pipe lines, and appurtenances thereto, shall be maintained, together with 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 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 the 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 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, 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 to be provided by grantee from a convenient point on its main line or some lateral as the grantor 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 the vendee 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 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 17th day of June, 1938.

Signed, Sealed and Delivered in Presence of  
 C. R. Pearson  
 Lawrence I Shaw

William F. Sass  
 Florence Sass  
 John A. Sass  
 Esther Sass  
 Dora M. Sass

STATE OF MICHIGAN )  
 ( ss.  
 COUNTY OF SAGHAW )

On this 27th day of June, A.D. 1938, before me, a Notary Public within and for said County, personally appeared Lora M. Sass A Widow, John A. Sass & Esther Sass husband & wife & William F. Sass & Florence Sass, 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.

\*\*\*\*\*  
 C. R. PEARSON NOTARIAL SEAL \*  
 SAGHAW COUNTY, MICHIGAN \*  
 COMMISSION EXPIRES JAN. 18, 1943 \* My commission expires Jan 18, 1943.  
 \*\*\*\*\*

C. R. PEARSON  
 Notary Public  
 (Seal)

*Shows on Plat*



1054-2

AND ALL THESE PRESENTS:

That F. H. Fricke and Mary Fricke, 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, RELEASE and REMUNDS 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:

West One Half (W½) of South West Quarter (SW¼) Section 13 Township 14 Range 1E, (Pipe line is to be located and constructed, not to exceed sixteen feet east of fence line on west side of above described land)

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 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 agree 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 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, 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 vendee 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 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 25th day of June, 1938.

Signed, Sealed and Delivered in Presence of

C. R. Pearson

STATE OF NEBRASKA } ss.  
COUNTY OF SARPY

F. H. Fricke

Mary Fricke

On this 25 day of June, A.D. 1938, before me, a Notary Public within and for said County, personally appeared F. H. Fricke & Mary Fricke, husband and wife, to me known to be the persons described/and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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C. R. PEARSON NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 18, 1943 \*  
\*\*\*\*\*

C. R. Pearson  
Notary Public