

Miscellaneous Record No. 4

LUCAS PRINTING CO., WENHO, NEBRASKA

ATTEST:

Stella Mae Jewell
Stella Mae Jewell
First Parties- Lessors

M. M. Mayers
Secretary

(WESTERN LIMESTONE PRODUCTS COMPANY, INC.)
(CORPORATE SEAL NEBRASKA)

WESTERN LIMESTONE PRODUCTS COMPANY, INC.,
Second Parties- Lessees

By H. E. Schrieby
President

STATE OF NEBRASKA)
)ss.
COUNTY OF Cass)

On this 25 day of May, 1950, before me a notary public in and for said county personally came the above Troy Reuben Jewell and Stella Mae Jewell, who are personally known to me to be the identical persons whose names are affixed to the above instrument as lessors and they severally acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the date aforesaid.

(CASS COUNTY)
(NOTARIAL SEAL)
(NEBRASKA)

F. J. Domingo
Notary Public

My commission expires Nov. 26-1955.

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EASEMENT GRANT	Filed June 3, 1950 at 8:05 A. M.
Nellie Spangler et al	Lucille Horn Gaines
- to -	Register of Deeds
Northern Natural Gas Company	\$2.80

401-2-385

KNOW ALL MEN BY THESE PRESENTS: That Nellie Spangler, a widow, Richard E. Spangler and Marjorie Ann Spangler, his wife of the County of Cass and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe line 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 line, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Cass and State of Nebraska, to-wit:

Lot 3 in Northwest Quarter (NW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) and East One-half (E $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 12, Range 13

This easement is confined to one pipe line only

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe line 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 grantors are hereby granting the uses herein specified without divesting grantors of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantors, one by the grantee, and the third to

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LUDWIG PRINING CO., WASHO, NEBRASKA

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, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the 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 line 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 27th day of April, 1950.

George Bruner
Right of Way Agent.

Nellie Spangler
Richard E. Spangler
Marjorie Ann Spangler

STATE OF NEBRASKA)
)ss.
COUNTY OF CASS)

On this 27th day of April, A. D. 1950, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Nellie Spangler, a widow, Richard E. Spangler and Marjorie Ann Spangler, his wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors, and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

(RICHARD C. PECK)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(JUNE 25, 1952 CASS) (Seal)
(COUNTY, NEBRASKA)

Richard C. Peck
Notary Public in and for Cass County.

My Commission expires the 25th day of June, 1952.

EASEMENT
John T. Rice et ux
- to -
Consumers Public Power District

COMPARED

Filed June 9, 1950 at 9:40 A. M.
Lucille Horn Gaines, Register of Deeds
By Audrey Dow, Deputy
\$ 2.00

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That John T. Rice and Anna Margarete Rice his wife, of Cass County, Nebraska, in consideration of the sum of Ten and no/100 Dollars in hand paid by Consumers Public Power District do hereby grant unto the said District, its successors and assigns, the permanent right, privilege and easement of a right-of-way to construct and maintain lines for the transmission of electric energy, together with the right to erect and maintain all necessary poles, wires and other necessary equipment in connection therewith, on and across the following described property situated in Cass County, Nebraska, more particularly described as follows:

Lot 59 situated in the Northeast One Quarter (NE $\frac{1}{4}$) of the Northeast One Quarter (NE $\frac{1}{4}$) of Section Twenty Four (24), Township Twelve North, Range Thirteen East.

The pole line herein contemplated (consisting of three poles and three anchors on the premises described) shall be located on the property approximately as follows: