

F. HOYTE FREEMAN
TO
WHOM IT MAY CONCERN
FEE: \$1.50 PAID

Filed Sept. 21, 1949 at 1:30 o'clock P.M.

Bruce D. Oster
County Clerk

STATE OF NEBRASKA) ss.
Sarpy County)

I, F. Hoyte Freeman of the City of Bellevue, County of Sarpy, and State of Nebraska, being duly sworn, doth depose and say that I am well and personally acquainted with Grover G. Scroggin also known as G. G. Scroggin. I further state that to my own personal knowledge the G. G. Scroggin mentioned as one of the Grantees in a Sheriff's deed, dated June 21, 1941, conveying Lot 12, Block 108, City of Bellevue, Sarpy County, Nebraska, and recorded in Book 59, Page 418 of the Deed records of said county and the Grover G. Scroggin mentioned as one of the Grantors in a Warranty Deed, dated August 14, 1946, conveying Lot 12; Block 108, City of Bellevue, Sarpy County, Nebraska and recorded in Book 64, Page 235, in Deed Records of said County are one and the same person.

And further this deponent says not.

F. Hoyte Freeman
This line is for signature of affiant.

Subscribed and sworn to before me this 16th day of September A.D. 1949.

CLARENCE C. OTTO, Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES APRIL 6, 1952

Clarence C. Otto-Notary Public
My commission expires April 6, 1952
These two lines are for signature of
office administering oath.

ADA P. HYSHAM
TO
NORTHERN NATURAL GAS CO.
Easement \$2.00 Pd.

Filed Sept. 22, 1949, at 9:50 o'clock A.M.

Bruce D. Oster
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Ada P. Hysham, a widow of the County of Montgomery and State of Iowa, 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 a pipe line 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:

A tract of land 100' x 100' located in the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Township 34, Township 14, Range 13, except U.P. RR Right of way.

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 grantor is 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 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 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 exceptions 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 and vendee of grantee, from time to time.

(c) That grantee will replace or rebuild to the satisfaction of grantor or of her 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 20th day of June, 1949.

Ada E. Hysham

D. Langeufeld, Right of Way Agent

STATE OF IOWA)
COUNTY OF MONTGOMERY) ss.

On this 20th day of June, A.D., 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Ada E. Hysham to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as her ^{act and deed} voluntary to the foregoing instrument

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

~~Notary Public in and for~~
~~Montgomery County, Iowa~~

Eva Meyer

Notary Public in and for
Montgomery County.

My commission expires the 4th day of July, 1951.

THEODORE STEENBOCK ET AL;
TO
NORTHERN NATURAL GAS CO.
Easement \$3.25 Pd.

Filed Sept. 22, 1949 at 9:30 o'clock A.M.

Bess Deter
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Theodore Steenbock, Emilie Steenbock, his wife and Albert E. Mash, a single man 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 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 right, situated in the County of Sarpy and State of Nebraska, to-wit:

South One-half (S $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section 34 and Tax Lot 7"B1" of Section 35, all in Township 14, Range 13.

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 to construction, 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 thereto 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 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 lines, said damages, if not mutually agreed upon, to be ascertained and determined by three