

MISCELLANEOUS RECORD No. 10

as tenants in common, each to own an undivided one-third share or interest therein.

IT IS THEREFORE mutually agreed between and among the parties hereto that First Parties shall pay to Second Parties, to each the sum of \$1000.00, for which Second Parties agree to execute and deliver valid Quit Claim Deeds, conveying to First Parties, as tenants in common, all their right, title and interest in and to said land. It is understood that the said payment of \$3000.00 to Second Parties, includes a settlement in full of any claim Second Parties or any of them may have against First Parties, for rents and profits from said land since the death of Sophie Bauman.

Dated this 8th day of September, 1938.

WITNESSES:

Ralph J. Nickerson
as to all six signatures

Teresa Johanna Bauman
Else Elise Bauman
Maria Sophie Bauman
First Parties
Amanda Mathilda Wildhagen
Anna Christiana Henderson
Christine Mathilda Jahn

State of Nebraska)
Sarpy County) ss

On this 16th day of September, 1938, before me the undersigned a notary public in and for said county and state personally appeared Teresa Johanna Bauman, Else Elise Bauman, Maria Sophie Bauman, first parties and Amanda Mathilda Wildhagen, Anna Christiana Henderson and Christine Mathilda Jahn, second parties, to me personally known to be the identical persons whose signatures are affixed to the above agreement, and personally acknowledged the execution of said agreement to be their voluntary act and deed for the purposes therein expressed.

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

Ralph J. Nickerson
Notary Public

RALPH J. NICKERSON GENERAL NOTARIAL *
SEAL SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES APRIL 26, 1944 *

ARTHUR G. PFLUG & WF. :
TO :
NORTHERN NATURAL GAS CO.:
EASEMENT \$1.70 Pd. :
-----:

Filed September 28, 1938 at 11 o'clock A. M.

[Signature]
County Clerk

10B4--3 1/2

KNOW ALL MEN BY THESE PRESENTS:

That Arthur G. Pflug and Jonanna Pflug, 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:

North One Half (N 1/2) of North East Quarter (NE 1/4) Section 14,
Township 14, Range 12

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 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:

In the event the pipe line is not constructed under this grant within six months this grant shall become null and void.

(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

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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 grantors 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 veecee 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 29th day of June, 1938.

Signed, Sealed and Delivered in Presence of

Arthur G. Pflug
Johanna Pflug.

C. R. Pearson

STATE OF NEBRASKA)
County of Sarpy) ss

On this 29 day of June, A.D. 1938, before me, a Notary Public, within and for said County personally appeared Arthur G. Pflug & Johanna Pflug, his 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
Notary Public

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

My commission expires Jan - 18 - 1943

J. A. HARGIS :
TO :
WHOM IT MAY CONCERN :
AFF \$.75 Pd. :

Filed September 27, 1938 at 9 o'clock A. M.

[Signature]
County Clerk

A F F I L A V I T

State of Nebraska,)

October 14th, 1933.

County of Douglas)

I, J. A. Hargis, Of lawful age, being duly sworn according to law, depose and say, that I was well and intimately acquainted with Eliza E. Cochran (wife of Samuel B. Cochran) of Sarpy County, Nebraska. And with her relation during her life time, that said Eliza E. Cochran died on or about, November 4th, 1931.

Witness.

R. B. Held

J A Hargis

Subscribed in my presence and sworn to before me by the said J. A. Hargis, this 14th, Day of October, 1933.

Carl F. Benjamin Notary Public

CARL F BENJAMIN NOTARIAL SEAL *
DOUGLAS COUNTY NEBRASKA *

My Commission expires the 15th day of April, 1938