

and his wife, Mary M. Starry, resided upon said real estate and made their home thereon until the death of decedent's wife about 1924, and that subsequent to the death of his said wife, said decedent continued to reside on said premises until his death. That said decedent owned no other real estate and the said real estate above described constituted the homestead of said decedent. That as such homestead, said above described real estate is not subject to sale for the satisfaction of the debts of said Wilson Ellsworth Starry, nor evidenced by mortgage or other lien thereon, nor for the payment of claims allowed against the estate; but that said described real estate, under the laws of descent and distribution, descends to and becomes the property of, and is hereby confirmed to said Stella Starry Gleason in fee simple, free and clear of all claims allowed against the estate of said Wilson Ellsworth Starry, deceased and wholly exempt from said claims and not subject to sale for the satisfaction hereof.

That the following claims allowed against said estate remain unsatisfied, to-wit:

Drs. Dunn & Thompson, balance due	\$50.00
W. T. Rawleigh & Co., balance due	42.20
Harberg Lumber Co., balance due	153.00
Dralley & Dorrance, balance due	115.00
R. H. Kiger & Sons, balance due	55.93
Wm. Mueller & Son, balance due	17.24

but there remains no personal property in the hands of the administratrix, and for the reasons above given, the said real estate cannot be sold for the satisfaction of said claims, and no distribution can be made to said claimants. WHEREFORE IT IS CONSIDERED, ADJUDGED, and DECREED by the Court that the final administration account of the administratrix be and hereby is settled, allowed, and approved as filed. That the real estate heretofore described passed to and vested in the said Stella Starry Gleason in fee simple, wholly exempt from and clear from the payment of the claims allowed against said estate.

That upon the payment of the balance of the costs of administration heretofore set forth in Paragraph Four and upon the return of the proper voucher showing such payment, and upon the approval of the same by this Court, that the administratrix be discharged and the surety on her bond, released.

By the Court,
Harvey A. Collins,
County Judge

SEAL OF THE COUNTY COURT *
SARBY COUNTY, NEBRASKA *

IN THE COUNTY COURT, OF THE COUNTY OF SARBY, STATE OF NEBRASKA
(CERTIFIED COPY OF RECORD)
STATE OF NEBRASKA) ss.

County of Sarby)
I, Harvey A. Collins, Judge of the County Court, of the County of Sarby, State of Nebraska, do hereby certify that I have compared the foregoing copies of "Decree on Final Account" with the original records thereof, now remaining in said court; that the said are correct transcripts thereof, and of the whole of said original records.

In re Estate Wilson Ellsworth Starry, Deceased
In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarby, State of Nebraska, on this 8th day of May, A.D. 1924.
Harvey A. Collins
Judge of the County Court
Esther Cordes,
Clerk of the County Court

SEAL OF THE COUNTY COURT *
SARBY COUNTY, NEBRASKA *

WILLIAM JACOB JURGENS & WF. :
TO :
NORTHERN NATURAL GAS COMPANY :
Easement \$2.25 Pd. :
COUNTY CLERK
10B1-1.

KNOW ALL MEN BY THESE PRESENTS:
That William Jacob Jurgens and Petrina Jurgens his wife of the County of Sarby and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal foot, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be

Filed April 4, 1928, at 6 o'clock A. M.

MISCELLANEOUS RECORD NO. 9

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 therunto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska to-wit:

All that part of the East One Half of the South East quarter of Sec. 5, Twp. 15, North R. 15, East of the 6th P.M. Sarpy County, Nebraska, that lies westerly of the Right of Way of the Missouri Pacific Railroad and exclusive of that part of said above described land that was heretofore platted as Fort Crook City, the same being known as Tax Lot 5, and the East 4 acres of the West One Half of the South East quarter in said Section. Also Lots 19, to 25, inclusive, in Block 1, Lots 1 to 13, inclusive, in Block 2, and Lots 7, to 19, inclusive, in Block 3, in said Fort Crook City, according to the recorded plat thereof, and all of the streets and alleys in said Fort Crook City, that lay either West or South of the above described lots.

Also Tax Lot No. 11 in Sec. 2, Twp. 13, North of R. 13, East of the 6th P.M., Sarpy County, Nebraska, 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.

(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 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 vendee of grantee's 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 1st day of April, 1938.

Jos. E. Strawn
E. H. Petersen

William Jacob Jurgens
Mrs. Petrina Jurgens

STATE OF NEBRASKA)

(ss.

County of Sarpy)

On this 1st day of April, A.D. 1938, before me, a Notary Public within and for said County, personally appeared William Jacob Jurgens and Petrina Jurgens 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.

JOS. E. STRAWN, Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES DEC. 9, 1945 *

Jos E Strawn
Notary Public