

STATE OF NEBRASKA) ss.  
 COUNTY OF DOUGLAS)

On this 14th day of May, A.D., 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Charles S. James 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 his voluntary act and deed.

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

WALTER H. CROPPER, GENERAL NOTARY  
 STATE OF NEBRASKA, COMMISSION  
 EXPIRES AUG. 11, 1953  
 Walter H. Cropper Notary Public  
 General

My commission expires the --- day of --- 19---

HASTINGS COLLEGE :  
 TO  
 NORTHERN NATURAL GAS CO. : N  
 Easement \$2.80 Pd. - - -

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

*Walter H. Cropper*  
 County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Hastings College of the County of Adams 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:

Tax Lot 2"C" in Section 36, 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 of constructing inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or 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 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 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 any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantor or of its 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;

# Miscellaneous Record No. 14

IN WITNESS WHEREOF, we have hereunto set our hands this ninth day of June, 1949.

George Bruner  
Dale TeKolste  
Right of Way Agent.

HASTINGS COLLEGE  
HASTINGS COLLEGE, HASTINGS  
NEBRASKA CORPORATE SEAL

HASTINGS COLLEGE  
By A.H. Jones,  
Chairman of the Board of Trustees  
D.P. Jones TREASURER

STATE OF NEBRASKA)  
COUNTY OF ADAMS )ss.

On this 13th day of June, A.D., 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came A. H. Jones, Chairman of the Board of Trustees, and D. P. Jones, Treasurer, both of Hastings College, Hastings, Nebraska 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.

RUTH TOPP NOTARIAL SEAL  
ADAMS COUNTY, NEBRASKA  
COMMISSION EXPIRES MAR.  
28, 1950

Ruth Topp Notary Public Notary  
Public in and for Adams County.

My commission expires the 28th day of March, 1950.

FARM FERTILIZERS, INC.  
TO  
ST. PAUL TERMINAL WAREHOUSE CO.  
lease \$4.25 Pd.

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

*Bene Datta*  
County Clerk

## LEASE

THIS AGREEMENT, made this 3rd day of September 1949, by and between FARM FERTILIZERS, INC., of Omaha, Nebraska, organized under the laws of the State of Delaware, hereinafter called the "Lessor", and ST. PAUL TERMINAL WAREHOUSE CO., of ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the "Lessee".

### WITNESSETH:

WHEREAS, the "Lessor" is the owner of certain premises located at 13th and Chandler Road south of Omaha County of Sarpy State of Nebraska, more particularly described as follows:  
See page 1A attached hereto.

PAGE 1A OF LEASE BETWEEN FARM FERTILIZERS, INC.  
OMAHA, NEBRASKA, AND ST. PAUL TERMINAL WAREHOUSE  
COMPANY, ST. PAUL, MINNESOTA, DATED SEPTEMBER 1,  
1949

The entire steel frame metal clad loading platform, general dimensions described as follows: Beginning at the northeast corner of the platform, proceed westerly along the north building wall 12 feet; thence southerly along the west building wall 160 feet; thence easterly along the south loading platform wall 12 feet; thence northerly along the east loading platform wall 160 feet to the point of beginning.

The above described loading platform is situated on the following described real estate:

A piece or parcel of land situated in the Southeast Quarter (SE<sub>1</sub>) of Section Fifteen (15) Township Fourteen (14) North, Range Thirteen (13) East of the Sixth P.M. in Sarpy County, Nebraska, described as follows, to wit:

Beginning at a point in the east and west center line of said Section 15 that is 50 feet distant southwesterly, measured at right angles, from the center line of the northeasterly or eastbound main track of the Union Pacific Railroad Company as now constructed and operated over and across said section; thence southeasterly along a straight line that is parallel with and 50 feet distant southwesterly, measured at right angles, from said center line of northeasterly or eastbound main track a distance of 1525 feet to a point; thence westerly along a straight line that is parallel with the east and west center line of said Section Fifteen (15) to a point that is 600 feet distant southwesterly, measured at right angles from said center line of northeasterly or eastbound main track; thence northwesterly along a straight line that is parallel with and 600 feet distant southwesterly, measured at right angles, from said center line of northeasterly or eastbound main track a distance of 1525 feet to a point in said east and west center line of said Section 15; thence easterly along said east and west center line of Section 15 to the point of beginning. Containing an area of 10.26 acres, more or less.

AND WHEREAS, the said "Lessee" does desire in connection with its business as a public warehouseman to lease the premises above described.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows: