

3. Easement Grant

1084-5
 H. Malcolm Baldrige, Trustee)
 et al.) KNOW ALL MEN BY THESE PRESENTS: That H. Malcolm Baldrige, Trustee,
 to) Fred Ripperle and Helen Ripperle, his wife, of the County of Douglas
 Northern Natural Gas Company) 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 Douglas and State of Nebraska, to-wit:

Tax lot 9 in Section 11, Township 14, Range 12 described by metes and bounds as
 follows: Beginning at a point 33 feet East of the Southwest corner of the North Half of the South-
 east Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section 11; thence North 975 feet to the South line of Ralston Avenue
 in First Addition to Ralton; thence East along the South line of Ralston Avenue and same extended
 1,898.5 feet to center line of 74th Street; thence North 77.5 feet to center line of Thayer Avenue;
 thence East 678.3 feet to the West line of 72nd Street thence South 1052.5 feet to a point 33 feet
 West of the Southeast corner of N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 11, thence West 2576.8 feet to place of beginning,
 containing 58.88 acres.

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:

(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 growin 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, from time to time.

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(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 damages 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:

F. M. Johnson

E. Malcolm Baldrige, Trustee

Fred Epperle

Helen Epperle

State of Nebraska)
County of Douglas) ss.

On this 29th day of June, A. D., 1938, before me, a Notary Public, within and for said County, personally appeared H. Malcolm Baldrige, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Lawrence I. Shaw
May 11, 1943

Lawrence I. Shaw

My commission expires May 11th, 1943.

State of Nebraska)
County of Douglas) ss.

On this 29th day of June, A. D., 1938, before me, a Notary Public, within and for said County, personally appeared Fred Epperle & Helen Epperle, 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.

H.C. Tilford
June 1, 1944

H.C. Tilford

My commission expires June 1, 1944.

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 9th day of July, A.D., 1938, at 9:40 o'clock, A. M.
Thomas J. O'Connor

Register of Deeds

Compared by DPT

S. Assignment of Lease
Schollman Investment Co.

to

IN CONSIDERATION OF the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and in further consideration of a loan made by State Mutual Life Assurance Company of Worcester, Massachusetts, hereinafter termed "Party of the Second Part", to the undersigned, Schollman Investment Company, and Fred J. Schollman and Clara Schollman, husband and wife, and William F. Schollman and Amanda M. Schollman, husband and wife, hereinafter termed "Parties of the First Part", and for the express and sole purpose of more fully securing the payment of one certain promissory note evidencing said indebtedness, executed by the undersigned in the principal sum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00), dated June 10, 1938, and payable to said State Mutual Life Assurance Company of Worcester, Massachusetts, and which note is secured by real estate mortgage on