

Cover Page:

Copies of Recorded Documents Listed as Title Exceptions

Deuel County

Tracts 25 - 32

Document	Rec. Date	Bk & Pg	Tr 25	Tr 26	Tr 27	Tr 28	Tr 29	Tr 30	Tr 31	Tr 32
Certificate of Wind Lease and Easement *	7/17/2017	Bk 72, pg 294	x	x	x	x	x	x	x	x
First Amendment to Wind Energy Easement Agr.	1/5/2015	Bk 71, pg 155		x	x	x	x	x		
Gas Storage Agreements and Oil and Gas Lease	5/14/1974	Bk 36, pg 268			x			x		
Gas Storage Agreements and Oil and Gas Lease	12/2/1974	Bk 37, pg 246			x			x	x	
Roadway Lease	3/10/1978	Bk 43, pg 158			x					
Right-of-way and easement for pipe line	7/13/1954	Bk 15, pg 287				x				
Residential Lease	5/19/2006	Bk 68, pg 532				x				
Right-of-way and easement for pipe line	6/16/1954	Bk 15, pg 215					x			
Right-of-way and easement for comm. systems	4/24/1941	Bk 6, pg 697							x	
Contract and Grant of Easement	3/5/1951	Bk 10, pg 308							x	
Right-of-way and easement for pipe line	1/22/1954	Bk 14, pg 367							x	
Cathodic Unit Easement	9/23/1974	Bk 37, pg 193							x	
Cathodic Unit Easement	1/12/1989	Bk 61, pg 383							x	
Gas Storage Agreements and Oil and Gas Lease	1/24/1975	Bk 38, pg 80							x	
Gas Storage Agreements and Oil and Gas Lease	5/3/1975	Bk 38, pg 225							x	
Easement in fav of Am Tel & Telegr Co of Neb	4/9/1941	Bk 6, pg 686								x
Right-of-way Grant in fav Kan-Neb Nat Gas Co	1/22/1954	Bk 14, pg 365								x

*** To be terminated prior to closing (if not prior to auction)**

State of Nebraska, Deuel County - SS
Entered on Numerical
Index and titled for record in the
County Clerk's office of said County this
17 day of June 2017
at 10:20 o'clock AM and recorded in
Book 72 of M2 on page 294
Jellye S. Olson County Clerk
By [Signature] Deputy

FEE BOOK 29898 ✓
NUMERICAL ✓
INDEXED ✓

---- SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION ----

Return to: Mueller Law Office
P.O. Box 637
Ogallala, NE 69153

CERTIFICATE OF WIND LEASE & EASEMENT



State of Nebraska, Deuel County - SS
Entered on Numerical
Index and titled for record in the
County Clerk's office of said County this
5th day of January 20 15
at 3:48 o'clock P M and recorded in
Book 71 of MISC on page 155
By Judy P. Olson County Clerk
By [Signature] Deputy

FEE BOOK 28803
NUMERICAL ✓
INDEXED ✓

#NEST0837
Deuel County, Nebraska

**FIRST AMENDMENT TO
WIND ENERGY EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT (this "Amendment") is made, dated and effective as of September 11, 2014 (the "Effective Date"), by and between **Thomas Land Company**, a Nebraska corporation (collectively, "Owner"), and **Orion Wind Resources LLC**, a Delaware limited liability company ("Orion").

Background

A. Owner and Orion entered into a Wind Energy Easement Agreement dated February 17, 2014 and recorded in the Official Records of Deuel County on November 5, 2014, in Book 70 of Miscellaneous, on Page 591 (the "Easement Agreement"), with respect to the property located in Deuel County, Nebraska, as more particularly described in Exhibit A attached to the Easement Agreement (the "Property").

B. Owner and Orion have agreed to amend the Easement Agreement as set forth in this Amendment.

NOW THEREFORE, Owner and Orion agree to amend the Easement Agreement as follows:

1. Property. Exhibit A attached to the Easement Agreement is hereby deleted and replaced in its entirety with Exhibit A attached hereto and made part hereof.
2. Acreage. In the second sentence of the first paragraph of the Easement Agreement "approximately 474 acres" is hereby deleted and replaced by "approximately 1,878 acres".
3. Payments. Owner acknowledges the payment, as described on the Fee Schedule to the Easement Agreement, due to Owner for the calendar year 2015 and going forward will be based on 1,878 acres.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and

the same instrument. Either of the parties hereto may execute this Amendment by signing any such counterpart.

5. Recording. Owner and Orion agree that Orion may record this Amendment in the Official Records of the county in which the Property is located for the purpose of putting all persons on notice.

6. No Modification. Except as expressly set forth in this Amendment, the Easement Agreement shall remain in full force and effect without modification. This Amendment shall not be modified or amended, except in writing signed by both parties.

7. Ratification. The Easement Agreement as amended and modified by this Amendment are ratified and confirmed by the parties and remain in full force and effect.

OWNER:

THOMAS LAND COMPANY,
a Nebraska corporation

By [Signature]
Name: Michael L. Thomas
Its: President
Date signed: 9-11, 2014

ORION:

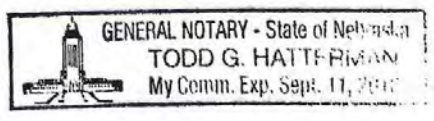
ORION WIND RESOURCES LLC

By [Signature]
Name: Reid M. Buckley
Its: Vice President

STATE OF Nebraska
COUNTY OF Keith

:
: SS.
:

The foregoing instrument was acknowledged before me this 11 day of September,
20 14, by MICHAEL L. THOMAS, President of Thomas Land Company, a Nebraska corporation,
on behalf of the corporation.



Todd G. Hatterman
Signature of Notary Public

↑ Affix Official Notary seal here ↑

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On Sept. 24, 2014, before me, Emily Molina
Notary Public, personally appeared Reid M. Buckley,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Emily Molina
Signature of Notary Public



[SEAL]

EXHIBIT "A"
to First Amendment to Wind Energy Easement Agreement

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN real estate lying and being situated in Deuel County, Nebraska, and described as follows:

Real Property Tax Parcel No. 0000914.00

The Southeast Quarter (SE1/4) of Section One (1), Township Fourteen (14) North, Range Forty-three (43) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 160.07 acres. ✓

AND

Real Property Tax Parcel No. 0000833.00

The Northwest Quarter (NW1/4) of Section Six (6), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 153.94 acres. ✓

AND

Real Property Tax Parcel No. 0000857.00

The Southeast Quarter (SE1/4) of Section Fifteen (15), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 159.97 acres. ✓

Real Property Tax Parcel No. 0000345.00

The Northwest Quarter (NW1/4) of Section Ten (10), Township Thirteen (13) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 160.00 acres.

AND

Real Property Tax Parcel No. 0000826.00

The Southwest Quarter (SW1/4) of Section Twenty one (21), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 161.36 acres. ✓

AND

Real Property Tax Parcel No. 0000884.00

The Southwest Quarter (SW1/4) of Section Twenty five (25), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 136.63 acres. ✓

AND

Real Property Tax Parcel No. 0000907.00

The Southeast Quarter (SE1/4) of Section Thirty four (34), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 158.88 acres. ✓

AND

Real Property Tax Parcel No. 0000886.00

The West Half (W1/2) of Section Twenty Six (26), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 318.75 acres. ✓

AND

Real Property Tax Parcel No. 0000893.00

The South Half (S1/2) of Section Twenty Nine (29), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 313.28 acres. ✓

AND

Real Property Tax Parcel No. 0000819.00

The Southwest (SW1/4) of Section Thirty (30), Township Fourteen (14) North, Range Forty-one (41) West of the 6th P.M., in Deuel County, Nebraska, containing approximately 155.36 acres. ✓

(In the event of any inaccuracies in the above legal description, Orion may replace it with the correct legal description of the Property.)

GAS STORAGE AGREEMENT AND
OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 9TH day of May,
1974, by and between Emma A. Schlake, a widow
Big Springs, Nebraska.

of the County of Deuel, State of Nebraska, party of the
First Part, hereinafter designated as "Lessor" and

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.
PHILLIPSBURG, KANSAS

Party of the Second Part, hereinafter designated as "Lessee".

WITNESSETH:

1. That Lessor, for and in consideration of Four Thousand and
no/100 Dollars (\$ 4,000.00) in hand paid
by Lessee, the receipt of which hereby is acknowledged, and in consideration of the
covenants and agreements hereinafter contained on the part of Lessee to be paid,
kept and performed, has granted, demised, leased, and let unto and by these presents
does grant, demise, lease and let unto Lessee the following described land situated
in the County of Deuel, State of Nebraska, to-wit:

TOWNSHIP 14 NORTH, RANGE 12 WEST
SECTION 29: South Half (S $\frac{1}{2}$) -- (All the mineral rights in the SE $\frac{1}{4}$)
($\frac{1}{2}$ of mineral rights in the SW $\frac{1}{4}$)
SECTION 34: Northwest Quarter (NW $\frac{1}{4}$)

containing 480 acres, more or less. In the event any interest in the
above-described real property or in any appurtenant parcel of land not now owned
by Lessor lying within the external limits of the land leased herein, or adjacent
or contiguous thereto, such as a tract used for school purposes, railroad right-
of-way, or other purpose shall revert to or shall be conveyed by deed, or in any
other manner come into the possession of Lessor or successors in title to the
land described herein, while this lease is in force, then and in that event, such
additional interest or land shall be included hereunder.

FEE BOOK
NUMERICAL #5403
INDEXED

State of Nebraska, Deuel County: SS
Entered on Numerical
Index and filed for record in the
County Clerk's office of said County this 14 day of May 1974
at 2:30 o'clock P.M., and Recorded in
Book 36 of Misc Page 268
By Claudia M. Vogt County Clerk
Shelby G. Gisher Deputy

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.
 5715 WEST ELEVENTH AVENUE
 LAKEWOOD, COLORADO 80214

November 26, 1974

TELEPHONE (303) 232-5802

L. P. (NICK) MACAULEY
 MANAGER, LAND
 DEPARTMENT

To the County Clerk
 Deuel County, Nebraska

This is to notify you that Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation with offices at 300 North St. Joseph Avenue, Hastings, Nebraska, has purchased Gas Storage Agreements and Oil and Gas Leases identical in form and containing the same terms and conditions as the "Gas Storage Agreement and Oil and Gas Lease" attached hereto as Exhibit "A" and by this reference made a part hereof. Each of the Lessors and the lands located in Deuel County, Nebraska covered by such instruments are more specifically set out on the attached schedule:

L. P. Macauley
 L. P. Macauley, Manager, Land Department

State of Nebraska, Deuel County: SS
 Entered on Numerical
 Index and filed for record in the
 County Clerk's office of said County this
 20 day of December 1974
 at 9:22 o'clock A.M., and Recorded in
 Book 37 of Misc. Page 246
 By *Clara Heath* County Clerk
Robert Deputy

FEE BOOK ✓
 NUMERICAL
 INDEXED ✓ # 5788

EXHIBIT "A"

GAS STORAGE AGREEMENT AND
OIL AND GAS LEASE

THIS AGREEMENT made and entered into this _____ day of _____,
1974, by and between _____

of the County of _____, State of _____, part _____ of the
First Part, hereinafter designated as "Lessor" and

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.
PHILLIPSBURG, KANSAS

Party of the Second Part, hereinafter designated as "Lessee".

WITNESSETH:

1. That Lessor, for and in consideration of _____
_____ Dollars (\$ _____) in hand paid
by Lessee, the receipt of which hereby is acknowledged, and in consideration of the
covenants and agreements hereinafter contained on the part of Lessee to be paid,
kept and performed, has granted, demised, leased, and let unto and by these presents
does grant, demise, lease and let unto Lessee the following described land situated
in the County of Deuel, State of Nebraska, to-wit:

containing _____ acres, more or less. In the event any interest in the
above-described real property or in any appurtenant parcel of land not now owned
by Lessor lying within the external limits of the land leased herein, or adjacent
or contiguous thereto, such as a tract used for school purposes, railroad right-
of-way, or other purpose shall revert to or shall be conveyed by deed, or in any
other manner come into the possession of Lessor or successors in title to the
land described herein, while this lease is in force, then and in that event, such
additional interest or land shall be included hereunder.

The rights herein granted shall be subject to any valid oil and gas lease, amendment thereto, unitization agreement and unit agreement of record.

2. Under the terms hereof, Lessee shall have the right to use the land described above for the purposes of:

(a) Conducting exploratory work for the purpose of determining the suitability of the area for gas storage, by means of any well or wells on said land and other lands, either previously drilled or hereafter drilled, to store any kind of gas by pumping or otherwise introducing the same into any sand or sands or sub-strata structure, or horizon in and under said land or other lands and to remove such gas by pumping or otherwise; to use for observation; to re-establish, re-open, repair, re-condition, or plug any existing wells heretofore drilled, whether or not abandoned; to have ingress and egress to and from this land for the purposes herein stated;

(b) Inherent in the operation of a gas storage project is the constant possibility of stored gas leaking from the reservoir; accordingly, in the event of such leakage, the findings and determinations of Lessee shall be conclusive and Lessee shall have the privilege of recovering gas lost from the storage reservoir by whatever means are desirable and applicable under the circumstances.

(c) To construct, lay, maintain, operate, change the size of, and remove any pipe line or pipe lines and other appliances and structures on, over and through said lands that may be necessary or convenient for the operation by Lessee of said land alone or conjointly with other lands for the introduction and storage of gas in said land and its withdrawal therefrom;

(d) To develop, operate for, and produce oil, gas, casinghead gas, casinghead gasoline, to lay pipe lines and construct and install the necessary facilities thereon to produce, transport, store, save, remove and market all of such substances.

3. It is agreed, except as provided in Paragraph 12, that this lease shall remain in force for a term of ten (10) years from this date and as long thereafter as gas is being stored, held in storage, or withdrawn from the land described above or from land in the vicinity of the land described above by Lessee, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced from the land described above. It is expressly understood that for storage purposes a well or wells need not be drilled on the land described above and that Lessee shall be the sole and exclusive judge whether gas is being stored in the land described above or held in storage within

said land, and that its determination shall be final and conclusive.

4. Lessor understands that Lessee contemplates the storage of gas initially in the "D" Sand of the Cretaceous Age, (further identified on the electrical well log of the Stoddard Estate - Zimmerman No. 1 Well located in the NW/4 NE/4 of Section 25, Township 13 North, Range 43 West, Deuel County, Nebraska as the interval from a depth of 3228 feet to 3254 feet), hereinafter referred to as the "D" Sand. Lessor agrees with Lessee that for the purposes of this Agreement and Lease there is no gas remaining in its original state in such formation. Lessor agrees that Lessee may store its gas in the "D" Sand and may remove the same therefrom without any payment to Lessor other than payments of annual combined lease and storage rentals as hereinafter provided.

5. Lessee shall have the right to utilize the land herein described and all formations thereunder for gas storage purposes, including the right to construct, maintain and operate pipe lines upon and across said land and to transport through such pipe lines gas produced on the land or elsewhere, and further including the right to drill, equip, maintain and operate on said land a well or wells completed in any underground formation or formations, and through any well or wells now located on said land or drilled hereunder and into such underground formation or formations, Lessee shall have the right at its will from time to time to inject gas produced elsewhere than on such premises and store the same therein and at its will remove the gas therefrom. In the event no surface operations for the storage of gas underground be actually undertaken on the land herein described, but such operations are conducted by Lessee on other premises in the general vicinity thereof, Lessee nevertheless shall likewise have the right to inject gas into any formation or formations underlying the surface of the land herein described, store the same therein, and remove such gas together with any natural gas which may now be contained therein, utilizing in such process of injection and removal any well or wells located on other premises in the general vicinity of the land herein described. Lessee shall have the right to conduct and continue such gas storage operations not only during the primary term hereof, but by making the annual payment hereinafter provided, Lessee shall have the further right to continue this lease in force and continue operations hereunder for successive annual periods after the primary term so long as gas is or can be produced from or is stored in and under said land, or so long as Lessee shall own, maintain or operate gas storage facilities in the manner herein provided on or in the general vicinity of said land. Lessee shall be the sole and exclusive

judge of the necessity, advisability, or need of retaining this lease and the land covered hereby, or any part thereof, for use in connection with or for the protection of such gas storage facilities or operations.

In full payment for such rights and privileges granted to Lessee, Lessee shall pay to sub-surface Lessor and such sub-surface Lessor shall accept, to cover the right and privilege of injecting and storing gas therein and removing same, and all other rights and privileges conferred, including the right to continue this lease in force and to continue operations thereunder beyond the primary term as hereinabove provided, a combined lease and storage rental in the sum of Two Dollars (\$2.00) per acre per annum, payable annually in advance, commencing with the date hereof, and continuing so long as gas is produced or stored or such gas storage rights are utilized or held by Lessee. The receipt and sufficiency of such first annual payment and the consideration first recited herein, is hereby acknowledged by sub-surface Lessor. So long as such rights are utilized or held for future utilization by Lessee and payments are made hereunder, this lease shall continue in full force and effect, and the payment or tender of the annual combined lease and storage rentals as aforesaid in the manner and within the time hereinafter provided shall be sufficient notice to Lessor of the exercising of the right of Lessee to continue this lease in force beyond its primary term. For the purpose of this payment, the acreage agreed upon is _____ acres.

6. In addition to the payments provided for in Paragraph 5 hereof, Lessee agrees:

(a) In the event that drilling operations which may be conducted by Lessee upon the land described above result in finding dry natural gas in a formation or formations other than in the "D" Sand in quantities which Lessee determines are commercial quantities, Lessee shall pay sub-surface Lessor as royalty on gas marketed from each well where gas only is found one-eighth (1/8) of the proceeds if sold at the well, or if marketed by Lessee off the leased premises then one-eighth (1/8) of the market value at the well.

(b) In the event that drilling operations which may be conducted by Lessee upon the land described above result in finding dry natural gas in a formation or formations other than in the "D" Sand, but in quantities which Lessee determines are not in commercial quantities, Lessee will cause a determination to be made of the quantity of natural gas in place and, in lieu of producing and marketing such

gas and paying sub-surface Lessor the one-eighth (1/8) royalty payments in the normal and customary manner, Lessee shall pay sub-surface Lessor in one lump sum one-eighth (1/8) of the market value at the well of the estimated quantity of such gas and Lessee thereupon will not be obligated to produce such gas and shall be the owner thereof in place.

(c) To deliver to the credit of sub-surface Lessor, free of cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises or, at the option of Lessee, it may pay sub-surface Lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks; also one-eighth (1/8) of all casinghead gasoline produced from oil wells and saved.

(d) Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the acreage covered by this lease or any portion thereof with other land, lease or leases adjoining same or in the vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another as to form a compact unit or units, and to be in a unit or units to comply with the rules, regulations and drilling and spacing orders of the Nebraska Oil & Gas Conservation Commission, or such other regulatory body having jurisdiction thereof, and in the absence of such rules, regulations and drilling and spacing orders into a unit or units not exceeding 86 acres each in the event of an oil well, or into a unit or units not exceeding 660 acres each in the event of a gas well. Lessee shall execute in writing and record in the records of the Register of Deeds of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or tracts or unit or units shall be treated for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, sub-surface Lessor shall re-

ceive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in a unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

(e) To pay to the owner of the surface rights the sum of One Thousand Dollars (\$1,000.00) for each storage well (gas input, withdrawal and observation wells) and its appurtenances and access thereto drilled on the leased premises. As to each storage well so drilled by Lessee on said leased premises, Lessee may occupy for such well and its appurtenances a rectangular tract 100 feet by 200 feet. Lessee may have temporary use of the adjoining area for operations incident to the installation, maintenance, or repair thereof. Lessee may enclose all or any part of each such storage well site area with a fence and, upon the written request of surface Lessor, shall so enclose each such well site and its appurtenances.

(f) To pay to the owner of the surface rights the sum of One Dollar (\$1.00) per rod for any pipe line or lines and appliances attached thereto that may be laid upon the premises, which said line or lines are used solely and exclusively for the transmission of gas in connection with the storage and removal thereof from the premises, such payment to be made after such pipe lines are laid, and in addition to pay reasonable damages which may arise to crops, timber, fences or other property of said surface Lessor resulting from such construction and operations, said damage, if not mutually agreed upon, to be ascertained, determined, and fully and finally settled by three disinterested persons, one to be appointed by surface Lessor, one to be appointed by Lessee, and the third to be chosen by the persons so appointed and the written award of the amount of damages so fixed by such three persons, or two of them, shall be final and conclusive. All such pipe lines shall be laid upon a route as determined by Lessee, and if the land is in cultivation, shall be buried to such depth (except as to gates, valves, meters, regulators, and drips) as will not interfere with ordinary cultivation of the land or any theretofore established drainage systems thereon.

(g) Lessee agrees to repair any roadways upon the premises that may be damaged by it by ingress and egress.

7. All sums hereinafter payable to sub-surface Lessor under this agreement may be made or tendered direct to sub-surface Lessor, or deposited to the credit of sub-surface Lessor in the _____ Bank of _____, or its successors, which bank and

its successors are sub-surface Lessor's agent and shall continue as the depository of any and all sums payable hereunder, regardless of changes in the ownership in said land, production therefrom, or in the payments to accrue hereunder. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the annual combined lease and storage rental paying date. No forfeiture for non-payment of such annual combined lease and storage rentals shall be had until thirty (30) days after receipt of written notice by registered or certified mail by sub-surface Lessor to Lessee at its Hastings, Nebraska office, during which said time Lessee shall have the right to make the payment then in default, adding two per cent (2%) of the sum due as a penalty of the delay, and thus continuing this agreement in good standing and in full force and effect.

8. If the sub-surface Lessor owns a less interest in the above mineral estate than the entire undivided mineral estate, then the annual combined lease and storage rental herein provided and any applicable payment provided for in Paragraph No. 6 hereof shall be paid the sub-surface Lessor only in the proportion which his interest bears to the whole and undivided mineral estate.

9. Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of surface Lessor. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of surface Lessor. Lessee shall have the right at any time or after the expiration of this lease to remove all property placed on said premises, including the right to draw and remove all casing. In the event this lease is terminated at any time for any reason whatsoever, except the filing of record by Lessee of a release hereof, Lessee, by making payment of any sums due or owing hereunder and by continuing to tender or pay annually the combined lease and storage rental as provided herein, shall after the date of such termination have the right to remove all gas stored in and under said land and any natural product which may be produced therewith, and the right to own, maintain, and operate all of its pipe lines, wells, and other facilities for such purpose during the time reasonably necessary and convenient to Lessee to accomplish the removal of such gas, and on conclusion of such operations the right to remove all of its equipment and other property from said land as hereinabove provided.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the assigns and their respective successors in title including their assigns.

No change of ownership in the land or in the payments which may be made hereunder shall be binding on Lessee until after notice to Lessee, which notice shall include the written transfer or assignment or a true copy thereof certified by the Register of Deeds of the county in which the land described above is located.

11. If the leased premises shall hereinafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and the annual combined lease and storage rental payments hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of Lessee to offset wells on separate tracts in which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on the above-described lands, and shall have a lien upon said lands for any taxes, mortgages, or other liens so paid and Lessee may be subrogated to the rights of any holder or holders of any tax titles or certificates, mortgages, or other liens and may keep and apply to the discharge of any such mortgage, tax, or lien, any payments or royalties accruing hereunder.

13. It is agreed that Lessee at any time may remove all property placed by it on said premises; and further, upon the payment of One Dollar (\$1.00) and all amounts due hereunder, Lessee shall have the right at any time to surrender this lease and thereupon shall be released and discharged from all payments, obligations, and conditions herein contained. All rights and privileges granted to Lessee herein shall continue until a written release is filed by Lessee in the Register of Deeds office of the county in which the land described above is located.

14. In case of notice of any adverse claim to the premises, or any claim affecting all or any part of the annual combined lease and storage rental payments or royalty payments Lessee may without penalty withhold payment or delivery of the same until the ownership is determined by agreement, compromise, or by final decree of a court of competent jurisdiction and proper evidence of same furnished to Lessee.

15. (a) It is understood and agreed that in the event any pipe lines are constructed upon the land described above in accordance with the rights granted in

Paragraph 2 (c) hereof and if surface Lessor requests Lessee to do so, Lessee will place one tap on one of said pipe lines at a location selected by Lessee and will make arrangements whereby the surface Lessor, his successors and assigns, in accordance with the rules, regulations, and conditions of service of Lessee governing farm tap connections, will have the right to purchase gas at Lessee's established rate from such single farm tap connection at the location thereof for use for domestic purposes only in one residence only on the land described above.

(b) It is understood and agreed that surface Lessor will furnish and install at his own cost and expense any service gas line necessary to carry gas from the tap and meter set on Lessee's line to surface Lessor's residence, and that surface Lessor will paint said service line with a material furnished free of charge by Lessee, the purpose of which paint is to minimize as much as possible the corrosive effects of ground currents upon both surface Lessor's service line and Lessee's pipe line.

(c) It is further understood and agreed by the surface Lessor that the pipe line of Lessee from which such farm tap service may be obtained is a transportation line and is not a distribution line and that if Lessee should hereafter discontinue the use of its Big Springs underground storage field or reservoir and should Lessee abandon such storage reservoir and remove its storage pipe lines and equipment in its Big Springs storage field, surface Lessor's right to purchase gas hereunder shall cease and terminate.

(d) Surface Lessor recognizes that any supply of natural gas obtained by him under the provisions of this Paragraph 15 will be obtained from the adjacent underground storage supply of Lessee and, therefore, any gas service obtained by surface Lessor may be subject to varying pressures, failures, freeze-offs, line breaks and other interruptions of service, and any service so obtained by surface Lessor hereunder shall be subject to all of such possible interruptions of service, and in the event of occurrence thereof Lessee shall incur no liability therefor.

16. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules, or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is

the result of, any such law, order, rule or regulation.

IN WITNESS WHEREOF, the parties to this agreement have set their hands and seals the day and year first above written.

"LESSOR"

ATTEST:

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

Assistant Secretary

By _____
President

"LESSEE"

(B. S. 2)

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 1974, before me, a Notary Public in and for said county personally came the above-named _____

who _____ personally known to me to be the identical person whose name _____ affixed to the above instrument and _____ acknowledged said instrument to be _____ voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.

Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 1974, before me, a Notary Public in and for said county personally came the above-named _____

who _____ personally known to me to be the identical person whose name _____ affixed to the above instrument and _____ acknowledged said instrument to be _____ voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.

Notary Public

My Commission Expires:

STATE OF NEBRASKA)
COUNTY OF ADAMS) ss.

On this _____ day of _____, 1974, before me, a Notary Public in and for said county, personally came the above named _____

_____, _____ President of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., who is personally known to me to be the identical person whose name is affixed to the above instrument as _____ President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal, the date last aforesaid.

Notary Public

My Commission Expires:

ROADWAY LEASE

THIS AGREEMENT made this 09 day of November, 1977,
 by and between Gail Schlake and Lou Schlake, Her
 hereinafter referred to as "Lessors" and Kansas-Nebraska Natural Gas WIFE
 Company, Inc., a Kansas Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

In consideration of the rents, promises, agreements and covenants hereinafter set out to be paid and performed by the Lessee, said Lessors for themselves, their heirs and assigns, hereby let, lease and demise unto Lessee, its successors and assigns, the following described real estate situated in the Deuel County, Nebraska, to-wit:

The Southeast Quarter (SE¹) of Section 29, Township 14 North, Range 42 West of the 6th P.M.

Lessors and Lessee agree that the leased premises are to be utilized by the Lessee for the purpose of access to gas wells located on or adjacent to Lessor's property, and to construct and maintain, on, over and within the boundaries of said described premises, a road or roads of the usual or customary character and not to exceed a width of 20 feet, sufficient for all purposes of transportation and travel to, over and along said road or roads, without the payment of any compensation therefor other than the yearly lease payments.

TO HAVE AND TO HOLD unto Lessee, its successors and assigns, for a term of 20 years from the date hereof, and so long thereafter as said Lessee shall maintain said described roadway, together with the right of free ingress and egress on the above described premises for the purposes of constructing, maintaining and making necessary repairs to said roadway. Lessee may terminate this lease at its option by notifying Lessors in writing, at which time rights granted Lessee under this lease become null and void.

Lessee, for and in consideration of said demise and lease, and the rights granted to the Lessee hereunder, covenant and agree:

FIRST: To pay Lessors upon the execution and delivery of this lease, the sum of Five Dollars (\$ 5.00), receipt of which is hereby acknowledged from said Lessors, and the sum of Eighty Dollars (\$ 80.00) per year rental, beginning JANUARY 1, 19 77 and each year thereafter, during the term hereof.

SECOND: To bear the entire cost and expense of constructing, maintaining and repairing said roadway upon said premises.

THIRD: To maintain the roadway in good condition, install culverts, cattle guards and/or gates where appropriate.

FOURTH: Upon termination of the rights and privileges hereby granted, Lessee, at its own cost and expense, agrees to remove said roadway from said premises and restore said premises as soon as practical to the same state and condition in which it existed prior to the condition of said roadway if a written demand is made upon Lessee for such restoration within three (3) months after the termination of this lease.

FIFTH: To allow the Lessors to utilize the roadway in order to transport farm machinery and equipment on, over and across said premises so long as the roadway is not damaged by such use by the Lessors. If the roadway is damaged by the Lessors and not restored, such restoration may be performed by the Lessees at the expense of the Lessors, which expense Lessors agree to pay to Lessee upon demand.

And Lessors, for and in consideration of the payments and promises made herein by Lessee, agree for themselves, their heirs and assigns, that the roadway herein defined will not be disced, plowed or otherwise damaged by themselves, their heirs and assigns. If so damaged and not restored by Lessors, such restoration may be performed by Lessee at the expense of Lessors, which expense Lessors agree to pay to Lessee upon demand.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seal the day and year first above written.

Paul Schlabach
John Schlabach



KANSAS-NEBRASKA NATURAL GAS CO., INC.

Robert D. Boumann
Robert D. Boumann, Assistant Secretary

J. W. Asbury
J. W. Asbury, Vice President-Operations

STATE OF Nebraska)
COUNTY OF Adams) ss

BE IT REMEMBERED that on this 7th day of March, 19 78, before me, a Notary Public in and for said County and State, came J. W. Asbury known to me to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



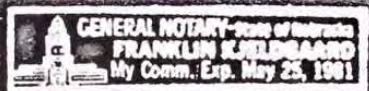
Ronald E. Caddy
Notary Public
Ronald E. Caddy

My Commission Expires:
May 13, 1980

STATE OF Nebraska
COUNTY OF Deuel

BE IT REMEMBERED that on this 10th day of March, 19 78, before me a Notary Public in and for said County and State, came Sue Schick known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same for and on behalf, and is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Frank Johnson
Notary Public

My Commission Expires:
May 25, 1981

State of Nebraska, Deuel County: SS
Entered on Numerical
Index and Med for record in the
County Clerk's office of said County this
10 day of March, 19 78
3:15 o'clock P. M. and Recorded in
Book 43 of New Page 158
Frank Johnson County Clerk
By _____ Deputy

FEE BOOK
NUMERICAL
INDEXED
7593

187
8679

RIGHT-OF-WAY AGREEMENT

THE STATE OF NEBRASKA)
) SS.
COUNTY OF Deuel)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned EDWARD CONDY, A WIDOWER
BEING THE SAME PERSON AS ED S. CONDY

(hereinafter called GRANTOR) for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents (.50) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell and convey unto WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances (including without limitation Cathodic Protection equipment) thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines with the right of ingress and egress to and from the premises, under, upon, over and through the following described property situated in the County of Deuel State of Nebraska with the right of ingress and egress to and from the premises:-

The West Half of Section 26, Twp. 14 North, Range 42 West

See also p. 28

Grantee shall have the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time under, upon, over or through said hereinabove described property one or more additional lines of pipe and appurtenances thereto; provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, fifty cents per lineal rod of additional pipe line so laid.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe lines to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

It is understood and agreed that the sum of as damages in full will be paid to the Grantors herein by the Grantee herein before the said pipe line is laid and the Grantors herein hereby agree that the said sum will be accepted by said Grantors as full and complete settlement for any and all damages (real or alleged) occasioned by the construction of said pipe line on and across the above described land.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 24 day of June 1934

WITNESSES:

A. W. Dawkins
Andrew Redmond

Edward Condy
Ed. S. Condy

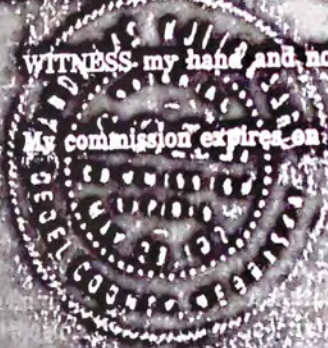
INDIVIDUAL ACKNOWLEDGMENT FOR USE IN NEBRASKA

THE STATE OF NEBRASKA)
COUNTY OF Deuel) SS.

On this 24 day of June 1954 before me, a notary public in and for said county personally came the above named EDWARD CONDY OTHERWISE KNOWN AS ED. S. CONDY who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires on the 23 day of May 1958



Edward Condy
Notary Public

LINE NO. _____
RIGHT-OF-WAY AGREEMENT

FROM 28766
TO _____
Fee Book Numerical Indexed

WYOMING-NEBRASKA PIPE LINE CO.

STATE OF NEBRASKA
COUNTY OF Deuel SS.

This instrument was filed for record on the 13 day of July 1954 at 6 o'clock A. M. and duly recorded in Book _____ page _____ of the records of this office.

A. L. Bell County Clerk
Viola Long Deputy Clerk

NUMBER _____

CORPORATE ACKNOWLEDGMENT FOR NEBRASKA AND WYOMING

WYOMING
STATE OF NEBRASKA)
COUNTY OF _____) SS.

On this _____ day of _____ 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ (Title) of _____ (Name of Corporation) and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and who acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the _____ day of _____ A. D. 19____
Given under my hand and notarial seal this _____ day of _____ A. D. 19____

Notary Public.

FEE BOOK 24510
MUNICIPAL
INDEXED

State of Nebraska, Deuel County - SS
Entered on Municipal
Index and filed for record in the
County Clerk's office of said County this
19 day of May, 2006
at 11:35 o'clock A. M and recorded in
Book 68 of Miss on page 532
Tolly Olson County Clerk
By Sheila Peterson Deputy

----- Above This Line Reserved For Official Use Only -----

NEBRASKA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 8 day of May, 2006, by and between the Lessor: JENNIFER B. ARMSTRONG f/k/a JENNIFER B. HASKELL and SEAN ARMSTRONG, (hereinafter referred to as "Landlord"), and the Lessee(s): KLINT SCHLAKE. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence and outbuildings located on the SW¼ of Section 26, Township 14 North, Range 42 West of the 6th P.M., ~~Deuel~~ Deuel County, Nebraska, with an address of: 2237 Road 203, Big Springs, Nebraska 69122.
2. **TERM OF LEASE:** This Lease shall commence on the 1st day of January, 2006, and continue month-to-month until the death of the Lessee.
3. **RENT PAYMENTS:** Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$60.00, said installment for each month being due and payable on or before the 1st day of the month.
4. **UTILITIES:** Tenant will provide and pay for all utilities including but not limited to Electric, Gas, Telephone, Cable Television, Water and Garbage pick-up.
5. **NOTICE OF INTENT TO SURRENDER:** Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at least thirty (30) days prior such surrender.
6. **NO ASSIGNMENT:** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant.

7. **TENANT INSURANCE:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
8. **LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.
9. **MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
10. **SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
11. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
12. **DESTRUCTION OF PREMISES:** In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date.
13. **GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of Nebraska.

WITNESS the signatures of the parties to this Residential Lease Agreement this 8 day of May, 2006:

LESSOR:

Jennifer B. Armstrong
Jennifer B. Armstrong

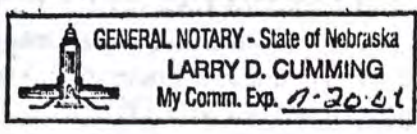
Sean Armstrong
Sean Armstrong

LESSEE(S):

Klint Schlake
Klint Schlake

STATE OF NEBRASKA)
) ss.
COUNTY OF Buffalo)

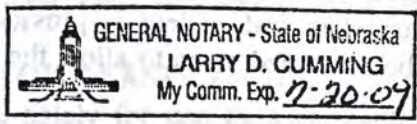
On this 10 day of May, 2006 before the undersigned Notary Public within and for said county, personally appeared Jennifer B. Armstrong f/k/a Jennifer B. Haskell, as LESSOR, to me known as the identical person named in and who executed, and whose name is affixed to the foregoing instrument as part thereof, and acknowledged the signing and execution of the same to be his/her voluntary act and deed.



Larry D. Cumming
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 18 day of May, 2006 before the undersigned Notary Public within and for said county, personally appeared Sean Armstrong, as LESSOR, to me known as the identical person named in and who executed, and whose name is affixed to the foregoing instrument as part thereof, and acknowledged the signing and execution of the same to be his/her voluntary act and deed.



Larry D. Cumming
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Deuel)

On this 16 day of May, 2006 before the undersigned Notary Public within and for said county, personally appeared Klint Schlake, as LESSEE, to me known as the identical person named in and who executed, and whose name is affixed to the foregoing instrument as part thereof, and acknowledged the signing and execution of the same to be his/her voluntary act and deed.



Ronald Hendrickson
Notary Public

RIGHT-OF-WAY AGREEMENT

THE STATE OF NEBRASKA)
COUNTY OF DEUEL)



KNOW ALL MEN BY THESE PRESENTS: That the undersigned Clarke Armstrong and Viola R. Armstrong, husband and wife

(hereinafter called GRANTOR) for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents (.50) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell and convey unto WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances (including without limitation Cathodic Protection equipment) thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines with the right of ingress and egress to and from the premises, under, upon, over and through the following described property situated in the County of Deuel State of Nebraska with the right of ingress and egress to and from the premises:-

The Southwest Quarter of Section 25, Township 14 North, Range 42 West, of the 6th P.M.

Grantee shall have the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time under, upon, over or through said hereinabove described property one or more additional lines of pipe and appurtenances thereto; provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, fifty cents per linear rod of additional pipe line so laid.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe lines to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

It is understood and agreed that the grant of fifty cents per rod or damages in full will be paid to the Grantors herein by the Grantee herein before the said pipe-line is laid and the Grantors herein hereby agree that the said sum will be accepted by said Grantors as full and complete settlement for any and all damages (real or alleged) occasioned by the construction of said pipe-line on and across the above-described land.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 8th day of May 1894.

WITNESSES:

James B. ...
Sherrin Henderson

Clarke Armstrong
Viola R. Armstrong

See item 18/10

205
219
CA

THE STATE OF NEBRASKA)
COUNTY OF Deuel) SS.

RIGHT-OF-WAY AGREEMENT

On this 18th day of May 19 54 before me, a notary public in and for said county personally came the above named Clarke Armstrong and Vyola Armstrong, who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.



WITNESS my hand and notarial seal, the date last aforesaid,
My commission expires on the 23 day of May 19 58

Glenn S. Hendrickson
Notary Public
Glenn S. Hendrickson

LINE NO. _____
RIGHT-OF-WAY AGREEMENT

FROM 28722
Fee Book
Numerical
Indexed
TO _____

WYOMING-NEBRASKA PIPE LINE CO.

STATE OF NEBRASKA)
COUNTY OF Deuel) SS.

This instrument was filed for record on the
16 day of June 19 54, at 4:19 o'clock
P. M. and duly recorded in Book
page _____ of the records of this office.

H. J. La Belle
County Clerk
Viola Long
Deputy Clerk

NUMBER _____

CORPORATE ACKNOWLEDGMENT FOR NEBRASKA AND WYOMING

WYOMING
STATE OF NEBRASKA)
COUNTY OF _____) SS.

On this _____ day of _____ 19 _____ before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

(Title) _____ (Name of Corporation) _____
and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and who acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the _____ day of _____ A. D. 19 _____

Given under my hand and notarial seal this _____ day of _____ A. D. 19 _____

Notary Public.

EASEMENT

**WALLACE ARMSTRONG & WIFE
TO
AMERICAN TELEPHONE & TELEGRAPH CO.**

No. 14832

State of Nebraska, Deuel County ss.
Filed April 24, 1941 at 8:45 o'clock A.M.
G.S. LaSelle, County Clerk
Irma Walsh, Deputy

\$5.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and No/100- - - Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied Companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 15, Township 13 N, R 42W., County of Deuel, and State of Nebraska, more particularly described as the SE $\frac{1}{4}$ of said section, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 3rd day of April 1941, at Big Springs, Nebraska.

Wallace Armstrong (Seal)
Grace M. Armstrong (Seal)

Witness:

Marvin L. Linder
Clyde M. Empson

STATE OF NEBRASKA, (
DEUEL COUNTY,) ss.

On this 3rd day of April, 1941, before me, the undersigned Clyde M. Empson, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Wallace Armstrong and Grace M. Armstrong, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

Clyde M. Empson
Notary Public.

Clyde M. Empson Notarial Seal
Commission Expires Dec. 2, 1941
Deuel County, Nebraska

My commission expires: December 2, 1941

CONTRACT AND GRANT OF EASEMENT

No. 21636

WALLACE W. AND GRACE M. ARMSTRONG
TO
THE UNITED STATES OF AMERICA

STATE OF NEBRASKA, COUNTY OF DEUEL, SS.
Filed March 5, 1951 at 10:00 o'clock A. M.
G. S. LaSelle, County Clerk
Viola Long, Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract and Grant of Easement

THIS CONTRACT, made this 20th day of February, 1951, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and Wallace W. Armstrong and Grace M. Armstrong, husband and wife, hereinafter collectively referred to as Vendor:

WITNESSETH:

The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said line, through, over and across the following described land situate in the County of Deuel, State of Nebraska to-wit:

N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 15,

Township 13 North, Range 42 West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows: Beginning on the East boundary line of Section 15, Township 13 North, Range 42 West, 6th P.M., at a point situate South 0° 26' East a distance of 815 feet from the Northeast Corner of said Section 15; thence South 89° 33' 30" West a distance of 2655 feet, more or less, to a point on the North-South center line of said Section 15; said point being the point of ending.

Checked as to engineering data:

By J. H. Carpenter

Office Engineer, Bureau of Reclamation

2. Said transmission line and every part thereof shall, where it crosses vendor's land, be confined to lands within 37 $\frac{1}{2}$ feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of seventy-five and no/100 dollars (\$75.00).

5a. It is further agreed that the Vendor shall be compensated for actual crop damage or destruction which may be caused by the original construction of said transmission line in an amount not to exceed five hundred dollars (\$500.00). It is understood that the Vendor shall submit an itemized claim for crop damage to the District Manager of the North Platte River District, Bureau of Reclamation, who shall conclusively determine the extent of the damage suffered and the amount of compensation to be paid hereunder.

6. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
District Manager

Wallace W. Armstrong
Vendor
Grace M. Armstrong
Vendor

Vendor

Vendor

STATE OF NEBRASKA)
COUNTY OF DEUEL) ss.

On this 20 day of Febr., 1951 before me personally appeared Wallace W. Armstrong & Grace M. Armstrong, husband & wife, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

My commission expires May 17-1952
W. H. Klindt, Notarial Seal
Commission expires May 17, 1952
Deuel County, Nebraska

W. H. Klindt
(Notary Public)

Know All Men by these Presents:

That the Grantors,

Wallace W. Armstrong & Grace M. Armstrong (husband & wife)

of the County of

Larimer

and State of

Colorado

for and in consideration

of the sum of twenty-five (25) cents per linear rod, receipt of Five Dollars of which consideration is hereby acknowledged, the balance to be paid within sixty days after the completion of any pipe line constructed hereunder, do hereby GRANT, CONVEY and CONFIRM unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called "Grantee") the RIGHT-OF-WAY and EASEMENT to construct, install, maintain, renew, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products and other fluids, or any thereof, in, under, upon and through the following described lands situated in the County of Deuel and State of Nebraska to-wit:

The Southeast Quarter of Section 15, Township 13 North, Range 42 West.

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., 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, renewing and replacing the property of Grantee located thereto, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil; to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee; any such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns, of an additional sum of Twenty-five cents per linear rod for each such additional line.

(3) Grantee agrees, as further consideration for this grant, to pay Grantors an additional Twenty-five (25) cents per linear rod for any pipe line, or section thereof, constructed hereunder having an outside diameter of eight inches or over.

(4) As further consideration for this grant, Grantee agrees to install a tap on any gas pipe line constructed by Grantee upon Grantors' said premises for the purpose of supplying gas, so long as such pipe line shall be maintained by Grantee, for use upon said premises for domestic purposes only and not for resale. Gas supplied under the terms of this clause shall be measured and delivered at the line of Grantee at the same price and under the same rules and regulations, as far as applicable, as in effect from time to time for similar service to domestic customers in the nearest city or town in the state of Nebraska in which Grantee retails natural gas. All connections and equipment from the outlet of the meter shall be furnished and paid for by Grantors under rules and regulations of Grantee. The meter and regulator setting will be installed by Grantee which will retain ownership thereof. This provision shall be given effect upon written notice from Grantors.

(5) It is agreed by Grantors that any payment of consideration due under the terms hereof may be made jointly to Grantors and any mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this 28th day of July, 1953

In presence of:

Wallace W. Armstrong, Grace M. Armstrong

Right-of-Way Agent



BEFORE ME, REMEMBERING that on this 28 day of July, A. D. 1953 before me a Notary Public in and for the county and state aforesaid, personally appeared the above named

Wallace W. Armstrong & Grace M. Armstrong

and such persons, personally known to me and known to me to be the same persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same and acknowledged said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires

May 5, 1956

Notary Public

CATECHIC UNIT EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the Grantors, Michael Armstrong and Joyce Armstrong, husband and wife

of the County of Deuel and State of Nebraska for and in consideration of the sum of One Hundred and no/100 Dollars, the receipt of one dollar of which consideration is hereby acknowledged, the balance to be paid prior to the installation of equipment herein described, do hereby grant, bargain, sell, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called "Grantee") easements and rights-of-way in, under, upon, over and through the following described land situated in the County of Deuel and State of Nebraska to wit:

The Southeast Quarter of Section 15, Township 13 North, Range 42 West of the 6th P.M.

Installation to consist of a deep well type grounding bed to be located along east line of property and north of farmstead, just to south of existing pipelines of Grantee.

State of Nebraska, Deuel County: SS FEE BOOK 1
Interest on Numerical NUMERICAL
INDEXED #5695
Index and filed for record in the
County Clerk's office of said County this
23 day of September 19 74
at 10:00 o'clock A.M., and Recorded in
Book 37 of Misc. Page 193.
Clandia M. Vogt County Clerk
By [Signature] Deputy

TO HAVE AND TO HOLD said easements and rights-of-way unto Grantee so long as the within described equipment, or any part thereof, shall be maintained by Grantee; with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of Grantee located thereon, or the removal thereof in whole or in part at will of Grantee. Grantors retain the right to use and enjoy said premises subject only to the right of Grantee to use and occupy the same for the purposes and in the manner herein expressed.

Grantee agrees to pay Grantors any damages to growing crops or fences arising from the installation, construction, maintenance or operation of said equipment; any such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, of whom one shall be appointed by Grantors, one by Grantee and the third chosen by the two so appointed. The written award of a majority of the three persons above mentioned shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 13th day of September, 19 74.

In the presence of:

Robert H. Hesse

Michael Armstrong
Joyce Armstrong

STATE OF NEBRASKA }
COUNTY OF DEUEL } ss.

BE IT REMEMBERED that on this 13th day of September, A.D. 1974 before me, a notary public in and for the county and state aforesaid, personally appeared the above named Michael Armstrong and Joyce Armstrong, his wife who is personally known to me and known to be the same person who executed the foregoing instrument and such person duly acknowledge the execution of the same and acknowledge said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

Jan. 20, 1976

ROBERT H. HESSE
GENERAL NOTARY SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
JANUARY 20, 1976

Robert H. Hesse
Notary Public

KNENERGY, INC.

STATE OF _____)
COUNTY OF _____) ss.
Entered on numerical index _____
Filed for record in the Office of the County Clerk (Register of Deeds) on the _____ day of _____,
19____, at _____ o'clock _____ M and recorded in
Book _____ of _____ at Page _____
County Clerk - Register of Deeds

CATHODIC UNIT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Micheal Armstrong

of the County of Deuel and State of Nebraska, for and in the consideration of the sum of \$300.00 Dollars, the receipt of which consideration is hereby acknowledged, do hereby grant, convey and confirm unto K N Energy, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called "Grantee") easements and rights-of-way in, on, over, under, upon and through the following-described land situated in the County of Deuel and in the State of Nebraska, to-wit:

A strip of land in the Southeast Quarter Section 15, Township 13 North, Range 42 West, described as follows;
Beginning at a point approximately 1320 feet North and 48 feet West of the Southeast Corner of said quarter section, thence North a distance of 450 feet, thence Northwesterly at 35 degrees a distance of 150, terminating at this point.

FEE BOOK
NUMERICAL
INDEXED
16790

State of Nebraska, Deuel County SS
Entered on Numerical
Index and filed for record in the
County Clerk's office of said County this
12 day of Jan 1989
at 1:00 o'clock P M and recorded in
Book 61 of Misc on page 383
Jane Brown County Clerk
By Shela Cheleen Deputy

TO HAVE AND TO HOLD said easements and rights-of-way unto Grantee so long as the within-described equipment, or any part thereof, shall be maintained by Grantee; with the right of ingress to and egress from said premises for the purpose of surveying, constructing, installing, maintaining, renewing, repairing, replacing and operating the property of Grantee located thereon, or the removal thereof in whole or in part at will of Grantee. Grantors retain the right to use and enjoy said premises subject only to the right of Grantee to use and occupy the same for the purposes and in the manner herein expressed.

Grantee agrees to pay Grantors any damages to growing crops or to fences arising from the surveying, constructing, installing, maintaining, renewing, repairing or operation of said equipment; any said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, of whom one shall be appointed by Grantors, one by Grantee and the third person chosen by the two so appointed. The written award of the majority of the three persons above mentioned shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 23rd day of September, 1988.

In the presence of:

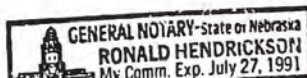
X Michael Armstrong
Micheal Armstrong

Right-of-Way Agent
STATE OF Nebraska)
COUNTY OF Deuel) ss.

BE IT REMEMBERED that on this 27 day of Sept., 1988, before me, a notary public in and for the state and county aforesaid, personally appeared the above-named Michael Armstrong who personally known to me and known to be the same person who executed the foregoing instrument and such person duly acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed.

IN WITNESS WHEREOF I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:



Ronald Hendrickson

GAS STORAGE AGREEMENT AND
OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 13th day of December,
1974, by and between Bernard Wallace Armstrong and Louise Armstrong, his wife
Box 78 Oakey
Queensland, Australia

of the County of _____, State of _____, parties of the
First Part, hereinafter designated as "Lessor" and

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.
PHILLIESBURG, KANSAS

Party of the Second Part, hereinafter designated as "Lessee"

WITNESSETH:

1- That Lessor, for and in consideration of Four Hundred & no/100
Dollars (\$ 400.00) in hand paid
by Lessee, the receipt of which hereby is acknowledged, and in consideration of the
covenants and agreements hereinafter contained on the part of Lessee to be paid,
kept and performed, has granted, demised, leased and let unto and by these presents
does grant, demise, lease and let unto Lessee the following described land situated
in the County of Deuel, State of Nebraska, to-wit:

TOWNSHIP 13 NORTH, RANGE 42 WEST
SECTION 15 E72

containing 320.00 acres, more or less. In the event any interest in the
above-described real property or in any appurtenant parcel of land not now owned
by Lessor lying within the external limits of the land leased herein, or adjacent
or contiguous thereto, such as a tract used for school purposes, railroad right-
of-way, or other purpose shall revert to or shall be conveyed by deed, or in any
other manner come into the possession of Lessor or successors in title to the
land described herein, while this lease is in force, then and in that event, such
additional interest or land shall be included hereunder.

FEE BOOK
NUMERICAL
INDEXED

#5878

State of Nebraska, Deuel County, SS
Entered on Numerical
Index and filed for record in the
County Clerk's office of said County this 24
day of January, 1975
at 2:40 o'clock P.M., and Recorded in
Book 38 of MISC. Page 80.
By Claudia H. Vogt County Clerk
William S. Fisher Deputy

**GAS STORAGE AGREEMENT AND
OIL AND GAS LEASE**

THIS AGREEMENT made and entered into this 15th day of September,
1974, by and between Joyce Marie Estep & Ray Estep her husband
15 Mt. View Drive
La Jaunita, Colorado

of the County of OTERO, State of Colorado, parties of the
First Part, hereinafter designated as "Lessor" and

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.
PHILLIPSBURG, KANSAS

Party of the Second Part, hereinafter designated as "Lessee"

WITNESSETH:

1. That lessor, for and in consideration of Four Hundred & no/100
Dollars (\$ 400.00) in hand paid
by Lessee, the receipt of which hereby is acknowledged, and in consideration of the
covenants and agreements hereinafter contained on the part of Lessee to be paid,
kept and performed, has granted, demised, leased, and let unto and by these presents
does grant, demise, lease and let unto Lessee the following described land situated
in the County of Deuel, State of Nebraska, to-wit:

TOWNSHIP 13 NORTH, RANGE 42 WEST

SECTION 15: E₂

containing 320.00 acres, more or less. In the event any interest in the
above-described real property or in any appurtenant parcel of land not now owned
by Lessor lying within the external limits of the land leased herein, or adjacent
or contiguous thereto, such as a tract used for school purposes, railroad right-
of-way, or other purpose shall revert to or shall be conveyed by deed, or in any
other manner come into the possession of Lessor or successors in title to the
land described herein, while this lease is in force, then and in that event, such
additional interest or land shall be included hereunder.

State of Nebraska, Deuel County: SS
Entered on Numerical
Index and filed for record in the
County Clerk's office of said County this
3 day of August 19 75
at 2:00 o'clock P. M., and Recorded in
Book 38 of Misc Page 225
Claudia W. Vogt County Clerk
By Helen Shaker Deputy

#5922
FEE BOOK ✓
NUMERICAL ✓
INDEXED ✓

EASEMENT

Henry Rochlitz and Wife
to

AMERICAN TELEPHONE and TELEGRAPH COMPANY

\$5.00

No. 14810

State of Nebraska, County of Deuel ss.
Filed April 9, 1941 at 9:08 o'clock A. M.
G. S. LaSelle, County Clerk
Irma Walsh, Deputy

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKE Five and No/100----- Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 14, Township 13N, R42W, County of Deuel, and State of Nebraska, more particularly described as the W $\frac{1}{2}$ of said section together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits, and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 27th day of March, 1941, at R. F. D. #3, Big Springs, Nebraska.

Witness:

Clyde M. Empson
Mervin Linder

STATE OF NEBRASKA

Henry Rochlitz (Seal)
Tillie Rochlitz (Seal)

DEUEL COUNTY

)
)
) SS.

On this 27th day of March, 1941, before me, the undersigned Clyde M. Empson, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Henry Rochlitz and Tillie Rochlitz, his wife to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

Clyde M. Empson
Notarial Seal
Deuel County, Nebraska

Clyde M. Empson, Notary Public

My Commission expires December 2, 1941

Know All Men by these Presents:

That the Grantors, Henry Rochlitz and Tillie Rochlitz husband and wife

of the County of Sarawie and State of Wyoming for and in consideration

of the sum of twenty-five (25) cents per linear rod, receipt of Five Dollars of which consideration is hereby acknowledged, the balance to be paid within sixty days after the completion of any pipe line constructed hereunder, do hereby GRANT, CONVEY and CONFIRM unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called "Grantee") the RIGHT-OF-WAY and EASEMENT to construct, install, maintain, renew, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products and other fluids, or any thereof, in, under, upon and through the following described lands situated in the County of Deuel and State of Nebraska to-wit:

The Southwest Quarter of Section 14, Township 13 North, Range 42 West.

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., 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, renewing and replacing the property of Grantee located thereto, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil; to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee; any such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns, of an additional sum of Twenty-five cents per linear rod for each such additional line.

(3) Grantee agrees, as further consideration for this grant, to pay Grantors an additional Twenty-five (25) cents per linear rod for any pipe line, or section thereof, constructed hereunder having an outside diameter of eight inches or over.

(4) As further consideration for this grant, Grantee agrees to install a tap on any gas pipe line constructed by Grantee upon Grantors' said premises for the purpose of supplying gas, so long as such pipe line shall be maintained by Grantee, for use upon said premises for domestic purposes only and not for resale. Gas supplied under the terms of this clause shall be measured and delivered at the line of Grantee at the same price and under the same rules and regulations, as far as applicable, as in effect from time to time for similar service to domestic customers in the nearest city or town in the state of Nebraska in which Grantee retails natural gas. All connections and equipment from the outlet of the meter shall be furnished and paid for by Grantors under rules and regulations of Grantee. The meter and regulator setting will be installed by Grantee which will retain ownership thereof. This provision shall be given effect upon written notice from Grantors.

(5) It is agreed by Grantors that any payment of consideration due under the terms hereof may be made jointly to Grantors and any mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this 23rd day of July 1933

In presence of: [Signatures of Henry Rochlitz and Tillie Rochlitz]

[Signature of Glen B. McKinstry] Right-of-Way Agent.

STATE OF Wyo. COUNTY OF Sarawie ss. 23 day of July A. D. 1933

BE IT REMEMBERED that on this 23 day of July before me, a notary public in and for the county and state aforesaid, personally appeared the above named Henry Rochlitz & Tillie Rochlitz who are personally known to me and known to me to be the same person... who executed the foregoing instrument and such person... duly acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires [Signature of Notary Public]