

instrument as grantor and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

(F.M.Boesch, Notary Public
Los Angeles County, Calif.)

F. M. Boesch,
Notary Public.
Notary Public in and for the County
of Los Angeles, State of California
My Commission expires Feb. 20, 1931.

My commission expires the 20th day of February, 1931.

Contract.
Edward H. Spangler }
to
Mo. Valley Gas. Co.)

Filed July 30, 1930, at 9-23 A. M.
Jessie M. Robertson, Register of Deeds.
1.00

State of Nebraska. }
County of Cass.... } SS.

CORRECTED

KNOW ALL MEN BY THESE PRESENTS: That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY GAS COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained, and operated, pipe lines and appurtenances thereto including telegraph and telephone lines as herein after provided (solely for use in connection with such pipe lines) over and through the following described lands situate in Cass county, state of Nebraska, to-wit:

East one half of Northeast Quarter, Lot 3 Northwest Quarter Northeast Quarter Lot 6 Southwest Quarter Northeast Quarter, East one half Lot 5 Southwest Quarter Northeast Quarter of Section 35 Township 12 Range 13 Said line to enter property between 3rd and 4th high line poles from North section line more fully described in deed from - - to - - recorded in Volume - -, Page - - Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part. Pipe line to be buried to a depth of 2 feet and maintained at this depth.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

If a telephone or telegraph line is constructed under this grant the poles shall be placed along fence line and not across said tract of land. The Grantee shall make or cause to be made a tap on said gas pipe line constructed on the premises by Grantee, for the purpose of supplying gas to the Grantor for domestic use only; the cost of all equipment including reducers to be borne by Grantee, the Grantor to pipe from said reducers furnishing pipe and all necessary equipment and to pay all costs for line from the reducers to dwellings or houses. Gas to be furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest City or town where Grantee is supplying gas.

The consideration for this grant is the sum of Twenty-five cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One Dollar (\$1.00)

whereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Plattsmouth State Bank at Plattsmouth, Neb. for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; ~~but~~ unless the same is paid within twelve months from the date hereof.

IT IS HEREBY UNDERSTOOD THAT PARTY SECURING THIS GRANT IN BEHALF OF GRANTEE IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

WITNESS the execution hereof on this the 25 day of June A. D. 1930.

W. H. Holcomb
Right of Way Agent.

Edward H. Spangler
Nellie Spangler.

State of Nebraska. }
County of Cass.... } SS.

On this 25th day of June A. D. 1930, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edward H. Spangler and Nellie Spangler (Husband & Wife) to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

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

{Notarial Seal, Commission})
{expires-- Cass County....}
Nebraska.....}
My commission expires the Dec. 11, 1935.

J. Howard Davis,
Notary Public in and for Cass County.

Contract.
John Hrish.... }
to
Mo. Valley Gas Co. }

Filed July 30, 1930, at 9-24 A. M.
Jessie M. Robertson, Register of Deeds.
1.00

State of Nebraska. }
County of Cass... } SS.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of \$25.00 to the undersigned (herein styled Grantor, whether one or more) paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, sell and convey unto Missouri Valley Gas Company of Nebraska, a corporation, (herein styled Grantee) its successors, and assigns the privilege, authority, right-of-way and easement to enter upon, use, possess, utilize, enjoy and occupy that certain described tract of land situated in Cass County, State of Nebraska, to-wit:

Northwest 1/4 of Section 12-Township 11- Range 12 E

The aforesaid privilege, authority, right of way easement and grant shall be for the purpose of permitting grantee to construct, install, maintain, inspect, operate, replace, change or remove, in, upon, over, under, through or across the above described tract of land a Gate Box and Gate Box apparatus and equipment and appurtenances, including if Grantee so desires, fences and structures to accommodate the said equipment and to enclose the same or any part thereof, and to be used in connection with and as long as any natural gas pipe line or pipe lines now or hereafter constructed, operate and maintained, shall continue to be located upon the above described tract or property adjoining thereto. And Grantee shall have and is hereby given the right of ingress and egress to and from the aforesaid tract of land, and the land contiguous thereto for any and all purposes, necessary and incident to the exercise by said Grantee of the rights herein granted and conferred.