## MISGELLANEOUS REGORD No. 8

T. J. HYSHAM & WF

TO

MISSOURI VALLEY PIPE LINE CO.: Easement \$2.20 Pd. . :

Filed January 27, 1932, at 10 o'clock A.M.

County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That T. J. Hysham and Ada B. Hysham, husband and wife, of the County of Montgomery, State of Iowe, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of One--Dollars, of which is hereby acknowledged and other valuable considerations and the further consideration of the performance of the convenants and and agreements by the Grantee as hereinafter set out and expressed, do hereby GRANT, REMISE, SELL and CONVEY unto the MISSOURI VALLEY PIPE LINE CUMPANY OF NEBRASKA, a corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate one (1) Gas Pipe Line and oppurtenances thereto, including one telegraph and telephone line (solely for use in connection with said pipe line and to be located thereon and the poles and wires thereof to be of such height and construction as not to interfere with the use of the hereinafter described premises in any manner unctsover) over and through the following described lands situated in the County of Sarry and State of Rebrasia: said RIGHT, PRIVILEGE and EASEMENT shall not be over three feet in yidth and shall run in a Northerly and Southerly direction over the following land to with

"The Northwest Quarter (NW1) of Section No. Thirty four (34) excepting the Union Pacific Railroad Right of way and all that part of the South one-half (S2) of the Southwest Quarter (SW1) of Section No. Twenty-seven (67) lying South of the Union Pacific Railroad Right of way all being in Township No. Fourteen (14) North, Range Thirteen (13) East."

TO HAVE AND TO HOLD unto said MISSOURI VALLEY PIPE LINE COMPANY OF MEBRASKA, its successors and assigns, so long as such pire line, and appurtenances thereto, shall be maintained, together with the right of ingress/and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the Grantee located thereon, on the removal thereof, in whole or in part, at the will of the Grantee: it being the intention of the parties hereto that Grantors are hereby granting, the uses herein specified without divesting Grantors, their heirs and grantees, of the rights to use and enjoy said above described premises, subject only to the right of the Grantee to use the intention of the premises, subject only to the right of the Grantee to use the intention of the premises, subject only to the right of the Grantee to use the intention of the purposes herein expressed.

or may be paid into the Bank at for the credit of the Grantor herein.

As a further consideration for this grant, the Grantee herein agrees as follows:

(1) That it will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil:

- (?) That it will pay to Grantors, their heirs and grantees, any damages which may arise from time to time, to growing crops, trees, Shubbery, fences or buildings from the construction, maintenance or operation of sid offer line, said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of which shall be appointed by the Grantors, one by the Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That Grantee, upon written application by the Grantors, their heirs, and grantees, will make, or cause to be made, a tap in any ges pipe line constructed by Grantee upon the above described premises for the purpose of supplying gas to Grantors for domestic purposes only and not for re-sale, and for use upon the above described premises and upon the following described premises, only, to-wit: - That part of the Northeast Quarter (NE!) of Section No. Thirty-three (23) lying North of Papillion Drainage Ditch; also the southeast Quarter of the Northeast Quarter (SE: NE: ) and the Southeast Quarter of the Southwest Quarter (SE: SW:) and the Southeast Guarter (SE1) of Section No. Twenty-eight (28) all being in Township No. Fourteen (14), Range Thirteen (13) in Sarpy County, Nebraska. All connections required, with the exception of the meter, which is to be furnished and owned by Grantee, shall be furnished and paid for by Grantors according to the rules and regulations of the Grantee. Said tap will be provided by Grantee from its main line or any of its laterals closest to the premises to be served, and gas to be taken under such tap arrangement shall be measured and furnished at such price and under such rules and regulations of the Grantee applying to rural domestic consumers and such price shall not exceed that charged for similar service to domestic consumers of incorporated towns in the same locality served from the line of Grantee or any vendee of Grantee.
- (4) That Grantee will replace or rebuild and keep in repair to the satisfaction of Grantors, their heirs and grantees, or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe line under and through the above described premises.