

This instrument is executed the time and place herein

considered to be the date of execution.

Given under my hand and seal of office this 21st day of March 1946.

H. C. McClellan

Notary Public, in and for
Washington County,
State of Nebraska.

(Notarial Seal)

Commission Expires June 19, 1950

K-476



PIPE LINE EASEMENT

/

KNOW ALL MEN BY THESE PRESENTS:

Fred Hokamp } That for and in consideration of the sum of \$1.00
To } to the undersigned (herein styled Grantor, whether one or more),
Central Electric & Gas Company } paid, receipt whereof is hereby acknowledged, the said grantor
Filed April 18, 1946 at } does hereby grant, sell and convey unto Central Electric & Gas
1:30 o'clock P. M. } Company a corporation (herein styled Grantee), its successors.
Louis G. Farnberg, County Clerk } and assigns, the right of way and easement to construct, main-
Lucille R. Pavlun, Deputy } tain and operate an underground gas pipe line and appurtenances thereto, along, over, through
and under lot N. W. Quarter of Section 12, Township 12, Range 9 E Addition, in the City (or
Village) of Washington County, State of Nebraska.

TO HAVE AND TO HOLD unto said grantee, its successors and assigns, so long
as such line and appurtenances thereto shall be maintained with necessary ingress to and egress
for the purpose for the purpose of constructing, maintaining, repairing, maintaining and re-
placing the property of grantor above described, and the removal of such at will, in whole or in
part.

Grantee agrees to bury all pipe to a sufficient depth so as not to interfere
with the surface of the ground, and to pay any damage which may arise from the construction,
maintenance and operation of said pipe line and damages, if not mutually agreed upon, to be
ascertained and determined by three disinterested persons, one of which is 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.

Grantee agrees that it will disturb as little as possible, any vegetation,
shrubs, trees or other property now on said premises, and construct, maintain and operate said
pipe line in a workmanlike manner. In case it becomes necessary to disturb any vegetation, shrubs
or trees, grantee agrees to restore the same as nearly as possible to their original condition.

All covenants and agreements herein contained shall extend to and be binding
upon the heirs, legal representatives, successors and assigns of the parties hereto.

Witness the execution hereof on this 21st day of March 1946.

Witness H. C. McClellan

Fred Hokamp

STATE OF Nebraska }
County of Washington }

Before me, H. C. McClellan, a Notary Public in and for said County and
State, on this 21st day of March, 1946, personally appeared Fred Hokamp, known to me to be

The above instrument is executed by the undersigned, his signature being acknowledged to be his for the purpose and consideration therein expressed.

Upon my hand and seal of office this 21st day of March 1946.

H. C. McClellan
Notary Public, In and for
Washington County,
State of Nebraska.

(Notarial Seal)

Commission expires June 19, 1950

~~PIPE LINE EASEMENT~~

Marshall's Nurseries

To

Central Electric & Gas Company

Filed April 10, 1946 at

11:30 o'clock P. M.

Louis C. Farnberg, County Clerk

Lucille K. Farnberg, Deputy

maintain and operate an underground gas pipe line and appurtenances thereto, along, over, through and under Lot 26 in the S. W. Quarter of Section 32, T 17, R 9 E Addition, and Lot 8 in the N. W. Quarter of Section 43, Township 17 Range 9 E in the City (or Village) of Arlington, State of Nebraska, all in Washington County.

~~KNOX ALL MADE BY THESE PARTIES:~~

That for and in consideration of the sum of \$1.00 to the undersigned (herein styled Grantor, whether one or more), party, receipt whereof is hereby acknowledged, the said grantor does hereby grant, sell and convey unto Central Electric & Gas Company a corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate an underground gas pipe line and appurtenances thereto, along, over, through and under Lot 26 in the S. W. Quarter of Section 32, T 17, R 9 E Addition, and Lot 8 in the N. W. Quarter of Section 43, Township 17 Range 9 E in the City (or Village) of Arlington, State of Nebraska, all in Washington County.

~~TO HAVE AND TO HOLD unto said grantee, its successors and assigns, so long as such line and appurtenance thereto shall be maintained with necessary ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of grantee aforesaid described, and the removal of such at will, in whole or in part.~~

~~Grantee agrees to bury all pipe to a sufficient depth so as not to interfere with the surface of the ground, and to pay any damage which may arise from the construction, maintenance and operation of said pipe other than damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons one of whom is to be appointed by the said grantor, one by the said grantee and the third by two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.~~

~~Grantor agrees that it will disturb as little as possible, any vegetation, shrubs, trees or other property now on said premises, and construct, maintain and operate said pipe line in a workmanlike manner. In case it becomes necessary to disturb any vegetation, shrubs or trees, grantor agrees to restore the same as nearly as possible to their original condition.~~

~~All covenants and agreements herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.~~

~~"Witness the execution hereof on this 21st day of March 1946.~~

Witness Chat O. Marshall

Secretary Marshall's Nurseries

Witness Tom Dowell

Vernon V. Marshall, Vice Pres.