

shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of which shall be appointed by the Grantors, one by the Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.

(3) That Grantee, upon written application by the Grantors will make, or cause to be made, a tap in any gas pipe line constructed by Grantee upon the above described premises for the purpose of supplying gas to Grantors for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter which is to be furnished and owned by Grantee, shall be furnished and paid for by Grantors according to the rules and regulations of the Grantee, ~~shall be furnished and paid for by Grantors according to the rules and regulations of the Grantors.~~ 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 to the satisfaction of Grantors 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 pipelines under and through the above described premises.

IN WITNESS WHEREOF we have hereunto set our hands this 2d day of January 1937.

Witness:
W. J. Scoutt

Frank F. Pochop
Anna Pochop

STATE OF NEBRASKA)
COUNTY OF SARGEY) SS.

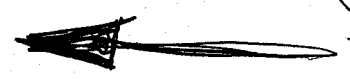
On this 2d day of January, A.D. 1937, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Frank F. Pochop and Anna Pochop, husband and wife to me known to be the identical persons whose names are subscribed to the foregoing instrument 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.

JOS. E. STRAWN Notary Public in and for Sargey County.
SARGEY COUNTY, NEBRASKA #
COMMISSION EXPIRES _____ 19__ #

My commission expires the 18th day of December 1937.

Street



ALVA W. CLARK ET AL :
TO : Filed January 23, 1937, at 10 o'clock A.M.
MISSOURI VALLEY PIPE LINE CO :
Essement \$1.60 Pd. :
County Clerk

J. P. Carrigan
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Alva W. Clark and Hazel W. Clark, his wife, and Lee Clark and Dora Clark, his wife, of the County of Sargey and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of one Dollar (\$1.00) of which consideration is hereby acknowledged and the balance of which is to be paid when and as the location of pipe line over and through the lands to be occupied hereinafter described shall be established, surveyed

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and measured, and the further consideration of the performance of the covenants and agreements by the Grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

Tax Lot 11-A in the Southwest Quarter of Section 22, Township 14, Range 13, more particularly described as follows: Commencing at a point 654.96 feet west of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22, running thence west on the south line of said Section 22, 1385 feet to the southwest corner of said Section; thence north 80 rods to a point; thence thence east a distance of 1458 feet to a point; thence southeasterly to the place of beginning, containing 51.76 acres, more or less.

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

Payment of the balance due hereunder may be made to any one of the undersigned for all, 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.

(2) That it will pay to Grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe 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 will make or cause to be made, a tap in any gas pipe line constructed by Grantee upon the above described premises for the purpose of supplying gas to Grantors for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by Grantee, shall be furnished and paid for by Grantors according to the rules and regulations of the Grantee. Said tap will be provided by Grantee from 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 to the satisfaction of Grantors 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 lines under and through the above described premises. Said pipe line shall enter said land at a point approximately 271 feet east of the Southwest corner of said Section, run in a northwesterly direction and leave said land at a point approximately 828 feet north of said southwest corner of said Section.

IN WITNESS WHEREOF we have hereunto set our hands this 22d day of January, 1937.

Alva W. Clark

Hazel W. Clark

Lee ^{(his}) Clark

_{(mark})
Dora Clark

Witness: as to mark & signatures

W. J. Scoutt

Jos. E. Strawn

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 22d day of January A.D. 1937, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Alva W. Clark and Hazel W. Clark his wife, and Lee Clark and Dora Clark, his wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor 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.

Jos. E. Strawn

Notary Public in and for Sarpy County.

JOS. E. STRAWN NOTARIAL SEAL #
SARPY COUNTY NEBRASKA

SARPY COUNTY EXPIRES Dec. 18, 1937 #
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My commission expires the 18th day of December 1937