

The undersigned, the Notary Public in and for Washington County, State of Nebraska, do hereby certify that the foregoing instrument contains no forged or altered signatures or documents.

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

Fred Hokamp }
To }
Central Electric & Gas Company }
Filed April 10, 1946 at }
1130 o'clock P. M. }
Louis O. Farnberg, County Clerk }
Lucille K. Poulsen, Deputy }
and assigns, the right of way and easement to construct, main-
tain and operate an underground gas pipe line and appurtenances thereto, along, over, through
and under lot N. W. Quarter of Section 12, Township 17, 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 access to and egress
from the premises for the purpose of constructing, insulating, 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 lines 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, shrub
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

It is my desire that the instrument be construed and interpreted to mean and have effect only as a power of attorney and nothing more.

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

PIPE LINE AGREEMENT

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. Poulsen, Deputy

and assignees, 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 11, Township 17 Range 9 E. in the City (or Village) of Arlington, State
of Nebraska, all in Washington County.

FOR ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of \$1.00
to the undersigned (herein styled Grantor, whether one or more),
will, 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 11, 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 construction, inspecting, repairing, maintaining and re-
placing the property of grantee 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 if the said 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 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 Chet G. Marshall

Secretary Marshall's Nurseries

Witness Tom Dowell

Vernon V. Marshall, Vice Pres.