

Notary Public, duly commissioned and qualified for and residing in said county, personally came ^Mata Shafer, Guardian for Clara ^Marie Shafer, Charles Gustav Shafer, Nora ^Margaret Shafer, Vinona Mata Shafer, Rose ^May Shafer, minors, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed as such guardian.

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

My commission expires the 24 day of August 1933.

{ W.A. Robertson, Notarial Seal, Commission expires Aug. 24, 1933, Cass..... County, Nebraska..... }

W. A. Robertson, Notary Public.

Contract. Stephen Wiles to Mo. Valley Gas. Co. }

Filed July 30, 1930, at 9-39 A. M. Jessie M. Robertson, Register of Deeds. 1.15

KNOW ALL MEN BY THESE PRESENTS: That for the consideration hereinafter expressed, the undersigned (herein called grantors), do hereby grant and convey unto Missouri Valley Pipe Line 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, one pipe line only, and appurtenances thereto, over and through the following described lands, to-wit: the north half (N¹/₂) of the north half (N¹/₂) of section thirty-six (36), in township twelve (12), north, range thirteen (13), east, and the northwest quarter (NW¹/₄) of the northwest quarter (NW¹/₄) of section thirty-one (31) in township twelve (12), north, range fourteen (14), east of the 6th P. M., in Cass County, Nebraska, said line being more particularly described as follows:- a strip of land thirty-three feet wide commencing at a point 639 feet south of the northwest corner of said section 36, thence running east to a point 459.7 feet, south of the northeast corner of said section 36, thence running east to a point 50 feet south of the one-eighth section corner on the north line of the northwest quarter of said section 31, and to construct a telephone and telegraph line solely for use in connection with such pipe line along the outside fence line of said premises and not across said lands, and in such a manner so as not to interfere with grantor's use of said premises. It being understood and agreed that grantee shall have no right to go upon said premises except upon right of way herein granted without permission of grantor.

To have and to hold unto said grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with right to go upon said premises for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of grantee above described, and the remainder of such at will in whole or in part.

As part of the consideration for this easement, the grantee agrees that it will lay its pipe to a depth of at least three feet from the top of pipe to surface of ground, and maintain said pipe at said depth without terracing; that in crossing the grainage ditches on said premises it will lay its pipe to a depth of three feet from top of said pipe to the bottom of said ditches and in such a manner so as not to obstruct said drainage ditches, except during construction; that it will lay its pipe below grantor's drainage tile and replace said tile so as not to obstruct the flow of drainage in such tile, replacing said tile through iron pipe over such pipe line of such length to prevent said tile from settling; that it will not place a booster station on said premises; that it will pay any and all damages to said land by the laying, relaying, operation or maintenance of said pipe line, and pay all damages caused to said land, to the drainage system thereon, or to the use and convenience in farming of said land, and all damages to the crops and improvements on said land, caused by the laying, relaying,

operation or maintenance of said pipe line, and maintain said pipe line in such condition that it will not interfere with the cultivation of farming of said premises, and will repair all fences opened for the purpose of constructing, maintaining, or repairing said pipe line.

And said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, residents of Cass County, Nebraska, one thereof to be appointed by said grantor, one by 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.

The consideration for this grant is the sum of twenty-five cents per lineal rod for the entire distance which said pipe line shall traverse said lands; which said sum has been paid at the signing hereof.

As a further consideration for this grant, the grantee will make or cause to be made, a tap on said pipe line for the purpose of supplying gas to grantor, for domestic use only, the cost of such tap and fittings to be borne by grantee. Gas to be measured and furnished at the main line of grantee at the same price and under the same rules and regulations prevailing in the nearest city of town where grantee is supplying gas.

WITNESS THE EXECUTION HEREOF THIS 11th day of July 1930.

In the presence of
H. A. Schneider &
W. A. Clark
Right of Way Agent.

Stephen Wiles,
Anna Wiles.

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

On this 11th day of July, 1930, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally came Stephen Wiles and wife Anna Wiles, to me known to be the identical persons whose names are subscribed to the foregoing easement as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein set forth.

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

(H. A. Schneider, Notarial
Seal, Commission expires.
Dec. 29, 1935, Cass.....
County, Nebraska.....)

H. A. Schneider
Notary Public.

Contract.
Fr. St. Bank.
to
Mp. Valley Gas. Co.)

Filed July 30, 1930, at 9-40 A. M.
Jessie M. Robertson, Register of Deeds.
1.15

This contract and agreement made and entered into this 23rd day of June 1930, by and between Farmers State Bank of Plattsmouth, Nebraska, a corporation, party of the first part, and Missouri Valley Gas Company of Nebraska, a corporation, party of the second part, witnesseth:

That for and in consideration of the sum of \$21.00 paid to first party by second party, receipt of which is hereby acknowledged, the said party of the first part does hereby grant, sell and convey unto said second party, its successors and assigns, the right of way and easement to construct, maintain and operate a pipe line and appurtenances thereto including telegraph and telephone lines solely for use in connection with such pipe line over and through the following described land situated in Cass County, Nebraska, to-wit: said pipe line to cross said premises from a point on the line between lots 120, in Sec. 19, and lot 6 in section 20, in township 12, north range 14, thence across lots 6 and 1 to a point 10 feet south of the southwest corner of the south foundation now standing on lot 1, thence east along and 10 feet from the south side of said foundation to the southeast corner thereof, thence to the Bridge of the Plattsmouth Bridge Company; said pipe to be laid at a depth of not less than six feet from the top of the pipe to the surface of the ground along said building site and below plow depth at