

MISCELLANEOUS RECORD No. 9

669

That more than two years have elapsed since the death of said Alexander Yablonski That the sole heirs at law and next of kin of said Alexander Yablonski at the time of his death were as follows:

Anna Yablonski, his wife, Anna Papek, Rose Kalasky, daughters; Anton Yablonski, Joseph Yablonski, William Yablonski and Alexander Yablonski, sons.

and as such heirs inherited the said above described real estate, to-wit:

Anna Yablonski, wife, a life estate therein as the homestead of the said deceased, and in addition thereto, an undivided 6/16ths interest in fee simple in said undivided one-half interest;

Anna Papek, Rose Kalasky, Anton Yablonski, Joseph Yablonski, William Yablonski and Alexander Yablonski, each, an undivided 2/16ths interest therein.

Harvey A. Collins,

SEAL OF THE COUNTY COURT *

County Judge.

SARPY COUNTY, NEBRASKA

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA (CERTIFIED COPY OF RECORD)

STATE OF NEBRASKA,

(ss.

COUNTY OF SARPY)

I, Harvey A. Collins, Judge of the County Court, of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

"Decree on Determination of Heirship"

with the original records thereof, now remaining in said court; that the same are correct transcripts thereof, and of the whole of said original records.

In re Estate of ALEXANDER YABLONSKI, Deceased

In Witness Whereof I have hereunto set my hand and

affixed the seal of said County Court in Papillion,

SEAL OF THE COUNTY COURT *

County of Sarpy, State of Nebraska, on this 11th

SARPY COUNTY NEBRASKA

day of July, A.D. 1938

HARVEY A. COLLINS,

Judge of the County Court

By Esther Cordes

Clerk of the County Court

VERA I. KALASH & HE.

TO

Filed July 12, 1938 at 10 o'clock A.M.

NORWELLYN NATURAL GAS COMPANY

ESSEMENT \$1.80 Pd.

[Signature]

County Clerk

1083-1 (AR-856)

KNOW ALL MEN BY THESE PRESENTS:

That we, Vera I. Kalash and William C. Kalash, wife and husband of Alhambra, California of the County of Los Angeles and State of California, 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 balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed 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, sell and release unto NORWELLYN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the right, privilege and ESSEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska, to-wit:

The Southeast Quarter (SE 1/4) of Section Twentythree (23) Township Fourteen (14) Range Twelve (12) North

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TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, 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 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.

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 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. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any agency of grantee from time to time.

(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.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 6th day of July, 1978.

Signed, Sealed and Delivered in Presence of Vera I. Kalash
John C. Naylor William C. Kalash

STATE OF CALIFORNIA,)
(ss.
COUNTY OF Los Angeles)

On this 6th day of July, A.D. 1978, before me, a Notary Public within and for said County, personally appeared Vera I. Kalash and William C. Kalash to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***** John C. Naylor *****
JOHN C. NAYLOR NOTARY PUBLIC *
LOS ANGELES COUNTY, CALIFORNIA * My commission expires September 29, 1978.
