

That he executed the same for the cause and consideration therein expressed.

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 18, 1946 at  
1:30 o'clock P. M.

Louis O. Farnberg, County Clerk  
Lucille K. Paulson, Deputy

KNOW 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),

said, 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, 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 ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining and replacing 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 line; 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 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

K-476

That he executed the foregoing instrument as grantor and acknowledged to me the fact that the name is subscribed to the same for the purpose and consideration therein expressed.

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

**KNOW ALL MEN BY THESE PRESENTS:**

**PIPE LINE EASEMENT**

Marshall's Nurseries

To  
Central Electric & Gas Company

Filed April 18, 1946 at  
11:30 o'clock P. M.

Louis C. Farnberg, County Clerk  
Lucille K. Paulson, Deputy

That for and in consideration of the sum of \$1.00 to the undersigned (herein styled Grantor, whether one or more), full, 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 12, 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 appurtenances 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 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; 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, 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 Chas G. Marshall

Witness Tom Dowell

Secretary Marshall's Nurseries

Vernon V. Marshall, Vice Pres.