

together with the necessary poles, guy wires and anchors, over and through the following described lands situated in Cass County, State of Nebraska, to-wit

The East-half of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Nine (9) in Township Ten (10) N. Range Ten (10) E. more fully described in deed from - - to- - recorded in Volume - -, Page- - Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purposes 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.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof 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. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

If a telephone or telegraph lines be constructed under this grant the poles shall be placed in fence lines around said tract and not across said land.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 24th day of May A. D. 1930.

Signed and delivered in presence of the undersigned witnesses: Ralph Floyd, Right of Way Agent.

Louisa Kunz John C. Kunz

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

On this 24th day of May, A. D. 1930, before me, the undersigned Guy L. Clements a Notary Public, duly commissioned and qualified for and residing in said county, personally came Louisa Kunz and John C. Kunz, wife and husband to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

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

My commission expires the 12th day of May, 1931.

{Guy L. Clements, Notarial Seal, Commission expires. May 12, 1931, Cass County, Nebraska.....}

Guy L. Clements Notary Public.

Contract. H. F. Kunz to Mo. Valley Gas Co.)

Filed July 30, 1930, at 9-20 A. M. Jessie M. Robertson, Register of Deeds. 1.00

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

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Ten and 50/100 (\$10.00) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY GAS COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns, the right of way

and easement to construct maintain and operate pipe lines and appurtenances thereto or to cause to be constructed, maintained and operated pipe lines and appurtenances thereto, and to construct maintain and operate telegraph and telephone lines in connection therewith or to cause to be constructed, maintained and operated telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situated in Cass County, State of Nebraska, to-wit:

East-half of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Nine (9) in Township Ten (10) N Range Ten (10) E. more fully described in deed from - - to - - recorded in Volume- - Page - - Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with 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.

The said Grantor is to fully use and enjoy said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance, and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof 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. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

If a telephone or telegraph lines be constructed under this grant the poles shall be placed in fence lines around said tract and not across said land.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 23rd day of May A. D. 1930.

Signed and delivered in the presence of the undersigned witnesses: Ralph Floyd, Right of Way Agent.

H. F. Kunz Mollie Kunz

State of Nebraska.)
Cass County, . . .) SS.

On this 23 day of May, A. D. 1930, before me, the undersigned Guy L. Clements a Notary Public, duly commissioned and qualified for and residing in said county, personally came H. F. Kunz and Mollie Kunz, husband and wife to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

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

My commission expires the 12 day of May 1931.

(Guy L. Clements, Notarial Seal, Commission expires.. May 12, 1931, Cass..... County, Nebraska.....)

Guy L. Clements, Notary Public.

Contract. Charles Lovell, Sr. to Mo. Valley Gas Co..

Filed July 30, 1930, at 9-21 A. M. Jessie M. Robertson, Register of Deeds. 1.00

State of Nebraska.)
County of Deuel...) SS.

COMPASSED