

MISCELLANEOUS RECORD

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Easement

L. K. Schoenleber, et al  
To  
Missouri Valley Gas Co. of Nebr.  
Filed for Record  
June 20, 1930, at 9:30 A. M.  
T. E. Wheeler, Register of Deeds  
Fee \$1.20

g/c

Form 2

STATE OF NEBRASKA }  
COUNTY OF LANCASTER )

SS. KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Forty and No/100 (\$40.00) 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 there- to, 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, as hereinafter provided over and through the following described lands situated in Lancaster County, State of Nebraska, to-wit: The SW $\frac{1}{4}$  of Sec. 24, Twp. 10,-- Range 7 -- To be laid within one rod of the property line along the south side of above described property, 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 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 afore- said, 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 line be constructed under this grant the poles shall be placed in the fence lines around said tract and not cross said lands.

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 13th day of June, A.D. 1930.  
Signed and delivered in the presence  
of the undersigned witnesses:

L. K. Schoenleber  
Charlotta A. Schoenleber

Dean E. Snetthen  
H. H. Marton  
Right of Way Agent  
STATE OF NEBRASKA }  
LANCASTER COUNTY ) SS.

On this 13th day of June, A.D. 1930, before me, the undersigned, Dean E. Snetthen, a Notary Public, duly commissioned and qualified for and residing in said county, personally came L. K. Schoenleber and Charlotta A. Schoenleber --- to me known to be the

# MISC. BOOK

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## MISCELLANEOUS RECORD

identical persons whose names -- 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.

Dean E. Sneath, Notary Public

My commission expires the 5th day of July, 1934.



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Basement } Form 2 } L-T 37  
 William S. Sappenfield } STATE OF NEBRASKA }  
 To } COUNTY OF LANCASTER } SS. KNOW ALL MEN BY THESE PRESENTS:  
 Missouri Valley Gas Co. of Nebr. } That for and in consideration of Twenty & No/100  
 Filed for Record } (\$20.00) Dollars to the undersigned (herein styled  
 June 20, 1930, at 9:30 A. M. } Grantor, whether one or more) paid, the receipt of which  
 T. E. Wheeler, Register of Deeds } is hereby acknowledged, the said Grantor does hereby  
 Fee \$1.20 } 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 Lancaster County, State of Nebraska, to-wit: W. 1/2 of S.E. 1/4 Sec. 24, Twp. 10 N R. 7 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 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 line be constructed under this grant, then the poles shall be placed in the 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 24 day of May, A.D. 1930.

Signed and delivered in the presence of the undersigned witnesses: William S. Sappenfield  
C. B. Cockerill  
Right of Way Agent.

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