

Misc
NOTES

See
TA 39137
for
background

TA-40846

Lot 1

Section 35 Township 14 Range 13

70033-RENTALS & COWART, INC., Ocala

781 THE WEST 330 FT. SW OF NW 35-14-13. 10.00 ACRES +

782. COMMENCING 330 FT. EAST OF THE QUARTER CORNER ON THE WEST OF SEC 35-14-13, THENCE EAST 155 FT., THENCE NORTH 208 FT., THENCE EAST 403.6 FT. MORE OR LESS, THENCE NORTH 1111.3 FT. TO SUB-QUARTER LINE, THENCE WEST 558.6 FT. TO POINT 330 FT. EAST OF WEST LINE OF SEC 35, THENCE SOUTH 1320 FT. MORE OR LESS TO PLACE OF BEGINNING. 55-288 15.00 ACRES

783. THE BALANCE OF $S\frac{1}{2}$ NW NOT IN 781, 782, 7A, 6, 5, AND 4. 51.38 ACRES +

14/205

Nebraska

disinterested persons, one of whom shall be appointed by the grantor, and the other two shall be appointed by the grantee, and the third to be selected by the two appointed as arbitrators, and the arbitrators shall be sworn to be impartial and to act in good faith, and the three persons shall be final, conclusive and binding upon the parties and their heirs, assigns and assigns.

(3). That grantee, upon written application of the grantor, will have the right to have made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor, for domestic purposes and not for other purposes, and use upon the above described premises only, and connection required, with the gas pipe line, and the meter, which is to be furnished and owned by grantee, shall be paid for and installed by grantor according to the rules and regulations of the grantor. Said tap and connection shall be made by grantee from a convenient point on its main line or some lateral as designated by the grantor, and gas to be taken under this provision shall be measured and furnished to the grantor at the rates and upon the terms as may be established by grantee, or by any change of rates from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantor or of their representative any and all damaged parts of all damage 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 20 day of May 1949.

George Bruner Right of Way Agent.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 20th day of May, A.D., 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Theodore Steenbock, Edith Steenbock, husband and wife, to me known to be the identical persons whose names have subscribed to the foregoing instrument as grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written

Michelle E. Vacante Notary Public
Douglas County, Nebraska Commission Expires August 12th, 1952

Michelle E. Vacante Notary Public
in and for Douglas County

STATE OF NEBRASKA
COUNTY OF DOUGLAS) ss.
My commission expires the 12th day of August, 1952.

On this 20th day of May, A.D., 1949, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Theodore Steenbock, attorney of fact for Albert E. Masch, by power of attorney executed on the 23rd day of February, 1945, to me known to be the identical person whose name is subscribed to the foregoing instrument as grantor and duly acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Michelle E. Vacante Notary Public
Douglas County, Nebraska Commission Expires August 12th, 1952

Michelle E. Vacante Notary Public
in and for Douglas County

My commission expires the 12th day of August, 1952.

JAMES S. VRECHLAVSKY : WP. :
TO :
NORTHERN NATURAL GAS CO. :
Essement \$2.80 Pd. - - - :
KNOW ALL MEN BY THESE PRESENTS:

Filed Sept. 22, 1949, at 9:50 O'clock A. M.

James S. Vrechlavsky
County Clerk

That James S. Vrechlavsky and Mary Vrechlavsky, his wife, of the County of Sarpy and State of Nebraska, 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 further consideration of the performance of the covenants and agreements by the Grantee, as hereinafter set out and expressed.

...and ... and ... to ... a ... corporation ...
... in ... of ... the right ... to construct, maintain and ...
... and ... to ... the following described lands ...
... and ... to ... situated in the County of ...
... and ... to ...
... Section 36, Township 14, Range 13.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns ...
... and appurtenances thereto, shall be maintained together with the ...
... for the purpose of constructing, inspecting ...
... at the will of the grantee; it being the intention of the ...
... are hereby granting the uses herein specified without devastating ...
... the rights to use and enjoy said above described premises, subject only to the ...
... for 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 ...
... of the soil.

(2) That it will pay to Grantors any damages which may arise to growing crops, trees, ...
... fences or buildings from the construction, maintenance or operation of said lines, ...
... not mutually agreed upon, to be ascertained and determined by three disim-
... one of whom shall be appointed by grantors, one by the grantee, and the ...
... to be selected by the two appointed as aforesaid, and written award of such three per-
... 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 ...
... a tap in its 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 premise only. All connections required, with the except-
... of the meter, which is to be furnished and owned by grantee, shall be furnished and paid ...
... by grantors according to the rules and regulations of the grantee. Said tap will be pro-
... vided 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 G ...
... grantors at the rate and upon the terms as may be established by grantee, or by any vendee of ...
... grantee, from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantors or of their re-
... presentative 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 pre-
... mises.

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 out hands this 18th day of May, 1949.

George Bruner Right of Way Agent.
STATE OF NEBRASKA)
COUNTY OF SARPY)

James S. Vrchlavsky
Mary Vrchlavsky

On this 18 day of May, A.D., 1949, before me, the undersigned duly commissioned and qual-
... ified authority in and for said county and state, personally came James S. Vrchlavsky and Mary ...
... Vrchlavsky Husband and Wife, to me known to be the identical persons whose names subscribed ...
... to the foregoing instrument as Grantors and duly acknowledged the execution of the same as ...
... their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year ...
... above written.

W. E. GLOBE, Notary Public in and for
COMMISSION EXPIRES MAR. 29, 1955.
STATE OF NEBRASKA

W. E. Globe Notary Public in and for
General of State of Nebraska