

MISCELLANEOUS RECORD

Right of Way Grant

G. J. Hietbrink

To

Missouri Valley Pipe Line Company
of Nebraska

Filed for Record

November 3, 1930 at 9:20 A. M.

T. E. Wheeler, Register of Deeds

Fee \$1.20

Form P. T.

G. J. Hietbrink

STATE OF Nebraska. }

COUNTY OF Lancaster }

ss. Know All Men by These Presents;

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to

be constructed, maintained and operated, pipe lines and appurtenances thereto including telegraph and telephone lines (solely for use in connection with such pipe lines) over and through the following described lands situate in Lancaster county, state of Nebraska, to-wit:

The North East Quarter of Section Twenty-Two (22) Township Seven (7) North Range Eight east of the 6 p. m. and the West 50 acres of the North West Quarter of Section Twenty-Three and the North one-half of South West Quarter of Section Twenty-three, Township Seven (7) North Range Eight (8) east of the 6 p. m. 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. must be parallel to this line.

The line to follow the half section line as close as construction will permit until a point 60 rods west of the center of Section 23.

A tap to be placed near the buildings in Section 22. free of charge. Roddage paid in full.

The consideration for this grant is the sum of Twenty-five --- cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the ----- Bank at -----for the credit of

the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

MISC. BOOK

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MISCELLANEOUS RECORD

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 28 day of August, A. D. 1930.

W. G. Scoutt, Right of Way Agent.

G. J. Hietbrink

STATE OF Nebraska }
COUNTY OF Lancaster } ss.

On this 28 day of August A. D. 1930, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came G. J. Hietbrink 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.

(Seal)

R. W. Marshall
Notary Public in and for Lancaster County.

My commission expires the 31 day of October 1933.

Right of Way Grant

Gerrit Van Osten

To

Missouri Valley Pipe Line Company of Nebraska

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South East Quarter of Section Twenty-Three (23) Township Seven (7) North Range Eight (8) east of the 6 p.m. 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.

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