

MISCELLANEOUS RECORD No. Y

L.L. Brown Paper Co. LINEN Lu Leosen

48315 ***K-B PRINTING CO., OMAHA***

RIGHT OF WAY
 Elizabeth Miller et vir
 - to -
 Great Lakes Pipe Line Co.

COMPARED

Filed May 27, 1946 at 1:00 P.M.
 Lucille Horn Gaines
 Register of Deeds
 \$ 1.207

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollars (\$5.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Elizabeth Miller and Homer E Miller, her husband, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Cass and State of Nebraska, and described as follows: E 2 of SE4, Sec 14, Twp 11, R 13 E

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall be built along property or fence lines.

Dated this 28th day of February, 1946.

Elizabeth Miller (SEAL)
 Homer E. Miller (SEAL)
 (SEAL)
 (SEAL)

STATE OF Nebraska)
) SS.
 COUNTY OF Pierce)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 28th day of February, 1946, personally appeared Elizabeth Miller and Homer E Miller, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My Commission expires 12/22,1946

E.C. Roe
 Notary Public.

(E.C. ROE NOTARIAL SEAL)
 (COMMISSION EXPIRES
 (DEC. 22, 1946 PIERCE)
 (COUNTY, NEBRASKA)

RIGHT OF WAY
 Clara Nutzman Ost et vir
 -to-
 Great Lakes Pipe Line Co.

COMPARED

Filed May 27, 1946 at 1:01 P.M.
 Lucille Horn Gaines
 Register of Deeds
 \$ 1.207

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & ---00/100 Dollars (\$5.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Clara Nutzman Ost and W.A. Ost, wife and husband, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line ~~xxxxxx~~ for the transportation of oil or oil products, gas and water, ~~and xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx telegraph and telephone lines~~, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Cass and State of Nebraska, and described as follows: Lots #16,17,18,19,20,21,22,23,24, and 25, all in Section 11, Twp-11, Rng-13 East

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe ~~and xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx telegraph and telephone lines~~ shall be paid for as soon as said line ~~xxxxxx~~ are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. ~~Additionalxxxxxx~~