

MISCELLANEOUS RECORD No. Y

LL BROWN & SONS PAPER CO. LINCOLN, NEBRASKA

43113 *** K-B PRINTING CO., OMAHA ***

If there should hereafter be a change of ownership of land the grantee may give notice or make payment to the successors in title, if known to the grantee to be such; if not so known, notice and payment may be given or made as though there were no change in ownership. Additional such pipe lines may be built upon the premises, from time to time, upon payment or tender to the grantors or their successors in title, of the sums per rod, for the number of rods to be traversed by such additional line or lines, as is named above, including such advance damages. Grantee shall have rights of ingress and egress at convenient points for such purposes; together with the rights necessary for the convenient enjoyment of the privileges herein granted. Grantee shall have the right to survey over and thru the premises, before this option be exercised and shall pay all damages caused by making such survey.

It is hereby expressly agreed that the pipe line or lines, to be constructed hereunder, are to be solidly welded steel construction and that no part of the structure shall extend above plow depth on the premises except in established outside boundary fence lines the damages for which will be paid in addition to such advance damages, Grantee agrees not to construct any line nearer than 300 feet to any buildings on the premises and to bury the line or lines at least three feet below the surface of the ground. Grantee agrees to level the land suitable for farming purposes after construction and to repair and replace all fences to the satisfaction of the grantors herein.

Grantee further agrees to pay to the grantors, or successors in title, and in addition to the sums of money above named, all actual damages caused upon the premises by the construction, operation, maintenance, repairing or removing all lines and appurtenances installed. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive.

TO HAVE AND TO HOLD, the same unto the Grantee, its successors and assigns until said easement be exercised and so long as any structure installed hereunder is used or remains hereon.

It is understood that the persons securing this grant is without authority from the Grantee to make any agreement in respect to the subject matter hereof not herein expressed.

Executed this 27th day of March, A.D. 1941.

Witness: W. A. Robertson

Cecil L. Amick

State of Nebraska,
County of Cass, SS.

On this 27th day of March 1941, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally appeared Cecil L. Amick, a Bachelor. to me known to be the identical persons who executed the foregoing option and acknowledged the same to be their voluntary act and deed for the purposes therein set forth.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

W. A. Robertson
NOTARY PUBLIC.

(W.A. ROBERTSON NOTARIAL SEAL)

(COMMISSION EXPIRES AUG. 24, 1945) (CASS COUNTY, NEBRASKA)

RIGHT OF WAY

James E. Wiles et ux

-to-

Natural Gas Pipeline Co. of Am.

Filed May 9, 1941 at 8:32 A.M.

Ray F. Becker--Register of Deeds

By: Gertrude Vallery--Deputy

\$ 1.20

N-280

RIGHT OF WAY OPTION

For and in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid, receipt of which is hereby acknowledged, and the further sum of Fifty Cents (.50%) per rod for right of way and the further sum of Four and 50/100 Dollars per rod, hereby designated as advance damages (to be paid if, and within thirty days after the grantee gives notice of its election to accept and exercise the rights herein granted) do hereby grant, convey and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, a right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter and repair and remove a pipe line or pipe lines, for the transportation of gas, oil, petroleum or any of its products, water and other substances, and such fittings and other equipment and appurtenances as may be necessary or convenient for such operations over and through the following real estate in Cass County, State of Nebraska;

SW $\frac{1}{4}$ and S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & W $\frac{1}{2}$ of SE $\frac{1}{4}$ all in Sec. 25, Township 12 North, Range 13 East 6 P.M.

Unless the grantee within six months from this date, gives notice of such election, this grant shall be void. Grantee may give such notice by registered letter addressed and mailed to the grantor first named at Plattsmouth, Neb. Payment hereunder may be made or tendered to any one of the grantors in person or deposited to the grantors credit in the Plattsmouth State Bank at Plattsmouth, Neb.

If there should hereafter be a change of ownership of land, the grantee may give notice or make payment to the successors in title, if known to the grantee to be such; if not so known, notice and payment may be given or made as though there were no change in ownership. Additional such pipe lines may be built upon the premises, from time to time, upon the payment or tender to the grantors or their successors in title, of the sums per rod, for the number of rods to be traversed by such additional line or lines, as is named above, including such advance damages. Grantee shall have rights of ingress and egress at convenient points for such purposes; together with the rights necessary for the convenient enjoyment of the privileges herein granted. Grantee shall have the right to survey over and thru the premises, before this option be exercised and shall pay all damages caused by making such survey.

It is hereby expressly agreed that the pipe line or lines, to be constructed hereunder, are to be solidly welded steel construction and that no part of the structure shall extend above plow depth on the premises except in established outside boundary fence lines the damages for which will be paid in addition to such advance damages. Grantee agrees not to construct any line nearer than 300 feet to any buildings on the premises and to bury the line or lines at least three feet below the surface of the ground. Grantee agrees to level the land suitable for farming purposes after construction and to repair and replace all fences to the satisfaction of the grantors herein.

Grantee further agrees to pay to the grantors, or successors in title, and in addition to the sums of money above named, all actual damages caused upon the premises by the construction, operation, maintenance, repairing or removing all lines and appurtenances installed. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive.

TO HAVE AND TO HOLD, the same unto the Grantee, its successors and assigns until said easement be exercised and so long as any structure installed hereunder is used or remains hereon.

It is understood that the persons securing this grant is without authority from the Grantee to make any agreement in respect to the subject matter hereof not herein expressed.

Executed this 28th day of March, A.D. 1941.

Witness-W. A. Robertson

James Elbert Wiles.
Ogla Wiles

MISCELLANEOUS RECORD No. Y

4345 *** K-B PRINTING CO., OMAHA ***

LL BROWN PAPER CO. LITHO

State of Nebraska, County of Cass, SS.

On this 28 day of March 1941, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally appeared James Elbert Wiles and wife Oglia Wiles to me known to be the identical persons who executed the foregoing option and acknowledged the same to be their voluntary act and deed for the purposes therein set forth.

Witness my hand and Notarial Seal the day and year last above written. W. A. Robertson Notary Public.

(W.A. ROBERTSON NOTARIAL SEAL) (COMMISSION EXPIRES AUG. 24, 1945) (CASS COUNTY, NEBRASKA)

RIGHT-OF-WAY A. A. Wetenkamp et ux -to- Natural Gas Pipeline Co. of Am.

COMPARED

Filed May 9, 1941 at 8:33 A.M. Ray F. Becker--Register of Deeds By: Gertrude Vallery--Deputy \$ 1.20

N-279

RIGHT OF WAY OPTION

For and in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid, receipt of which is hereby acknowledged, and the further sum of Fifty Cents (.50%) per rod for right of way and the further sum of Four and 50/100 Dollars per rod, hereby designated as advance damages (to be paid, if and within thirty days after the grantee gives notice of its election to accept and exercise the rights herein granted) do hereby grant, convey and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, a right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter and repair and remove a pipe line or pipe lines, for the transportation of gas, oil, petroleum or any of its products, water and other substances, and such fittings and other equipment and appurtenances as may be necessary or convenient for such operations over and through the following real estate in Cass County, State of Nebraska:

The South Half of the South East Quarter of Section Four (4), Township 11 North, Range 13 East of 6th. P.M.

Unless the grantee within six months from this date, gives notice of such election, this grant shall be void. Grantee may give such notice by registered letter addressed and mailed to the grantor first named at Plattsmouth Nebraska Payment hereunder may be made or tendered to any one of the grantors in person or deposited to the grantors credit in the Plattsmouth State Bank at Plattsmouth, Nebraska.

If there should hereafter be a change of ownership of land, the grantee may give notice or make payment to the successors in title, if known to be grantee to be such; if not so known, notice and payment may be given or made as though there were no change in ownership. Additional such pipe lines may be build upon the premises, from time to time, for the sums per rod, for the number of rods to be traversed by such additional line or lines, as is named above, including such advance damages. Grantee shall have rights of ingress and egress at convenient points for such purposes; together with the rights necessary for the convenient enjoyment of the privileges herein granted. Grantee shall have the right to survey over and thru the premises, before this option be exercised and shall pay all damages caused by making such survey.

It is hereby expressly agreed that the pipe line or lines, to be constructed hereunder, are to be solidly welded steel construction and that no part of the structure shall extend above plow depth on the premises except in established outside boundary fence lines, the damages for which will be paid in addition to such advance damages. Grantee agrees not to construct any line nearer than 500 feet to any buildings on the premises and to bury the line or lines at least three feet below the surface of the ground. Grantee agrees to level the land suitable for farming purposes after construction and to repair and replace all fences to the satisfaction of the grantors herein.

Grantee further agrees to pay to the grantors, or successors in title, and in addition to the sums of money above named, all actual damages caused upon the premises by the construction, operation, maintenance, repairing or removing all lines and appurtenances installed. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive.

TO HAVE AND TO HOLD, the same unto the Grantee, its successors and assigns, until said easement be exercised and so long as any structure installed hereunder is used or remains hereon.

It is understood that the persons securing this grant is without authority from the Grantee to make any agreement in respect to the subject matter hereof not herein expressed.

executed this 27th day of March, A.D., 1941.

A. A. Wetenkamp Matilda J. Wetenkamp

WITNESS: W. A. Robertson

I hereby join in the execution of the above as the Tenant. C. A. Wetenkamp

State of Nebraska, County of Cass, SS.

On this 27th day of March 1941, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County Personally came A. A. Wetenkamp and wife, Matilda J. Wetenkamp and C. A. Wetenkamp to me known to be the identical persons who executed the foregoing option and acknowledged the same to be their voluntary act and deed for the purposes therein set forth.

Witness my hand and Notarial Seal the day and year last above written. W. A. Robertson Notary Public.

(W.A. ROBERTSON NOTARIAL SEAL) (MY COM. EXPIRES AUG. 24, 1945) (CASS COUNTY, NEBRASKA)

RIGHT-OF-WAY Nellie Spangler -to- Natural Gas Pipeline Co. of Am.

COMPARED

Filed May 9, 1941 at 8:34 A.M. Ray F. Becker--Register of Deeds By: Gertrude Vallery--Deputy \$ 1.20

N-278

For and in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid, receipt of which is hereby acknowledged, and the further sum of Fifty Cents (.50%) per rod for right of way and the further sum of Four and 50/100 Dollars per rod, hereby designated as advance damages (to be paid, if and within thirty days after the grantee gives notice of its election to accept and exercise the rights herein granted) do hereby grant, convey and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, a right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter and repair and remove a pipe line or pipe lines, for the transportation of gas, oil, petroleum or any of its products, water and other substances, and such fittings and other equipment and appurtenances as may be necessary or convenient for such operations over and through the following real estate in Cass County, State of Nebraska;