

Cass County

PIPELINE EASEMENT
Raymond C. Cook et ux
to
Northern Gas Products Company

COMPARED

Filed July 13, 1961 at 8:05 A. M.
Lucille Horn Gaines
Register of Deeds
\$ 2.60

N-CS-SITE 2

Plattsmouth Station Site #2

PIPELINE EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of One Dollar (\$1.00) per lineal rod of pipeline constructed upon the premises described below, payment of which is to be made when the location of said pipeline has been established and surveyed, and the further consideration of the performance by Grantee of the covenants and promises by it herein made,

Raymond C. Cook and LeNora S. Cook, his wife
125 North 34th Street
Omaha, Nebraska

herein, whether one or more, called Grantor, does hereby grant and convey unto Northern Gas Products Company, a Delaware corporation, its successors or assigns, herein called Grantee, the right, privilege and easement to construct, operate, inspect, maintain and replace a pipeline and appurtenances thereto for the transportation of liquid or gaseous substance of any sort over and through the following described lands, together with the right to remove said pipeline at will, in whole or in part, and the right of ingress and egress at convenient points to and from said premises for the purpose of exercising and enjoying the rights and privileges herein granted, such premises being located in the County of Cass, State of Nebraska, and described as follows:

SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, Township 12 North, Range 13 East and
SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 12 North, Range 14 East.

TO HAVE AND TO HOLD unto Northern Gas Products Company, its successors and assigns, until said pipeline shall be abandoned, subject, however, to Grantor's right to use and enjoy said premises except as such use and enjoyment may be inconsistent with the rights and privileges herein granted to Grantee, its successors and assigns.

Grantee shall pay for any damages to growing crops, trees, shrubbery, fences or buildings upon said premises where such damages arise from the exercise by Grantee of the rights herein granted; if Grantor and Grantee are unable to agree upon the amount of such damages, the same shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantor, one by Grantee and the third by the two appointed as aforesaid; the written award of such three persons shall be conclusive and binding upon the parties hereto.

Grantee shall bury said pipeline below plow depth and shall replace or rebuild to its pre-existing condition any part of any drainage system damaged by Grantee in the exercise of its rights hereunder.

This instrument, and the covenants and agreements herein contained, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

This grant is made with the knowledge that no representative, agent or other party securing this grant on behalf of Grantee has been given authority to make any promise or agreement, oral or written, concerning the subject matter hereof which is not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this instrument.

Dated this 9th day of June, 1961.

"Grantor"

Daniel B. Mahoney
Right of Way Agent
Daniel B. Mahoney

Raymond C. Cook
Raymond C. Cook

LeNora S. Cook
LeNora S. Cook

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 9th day of June, A. D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Raymond C. Cook and LeNora S. Cook, his wife to me personally known to be the identical persons named in and who executed the foregoing instrument and duly acknowledged the execution of same as their voluntary act and deed.

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

(THELMA L. McNEAL NOTARIAL SEAL)
(COMMISSION EXPIRES DEC. 21, 1962)
(DOUGLAS COUNTY, NEBRASKA)

Title: Thelma L. McNeal N.P.
My commission expires: Dec. 21, 1962

CONTRACT
Mrs. J.T. Marshall et al
to
Robert L. Beller et ux

COMPARED

Filed July 28, 1961 at 8:05 A.M.
Lucille Horn Gaines
Register of Deeds
\$3.85

REAL ESTATE SALE CONTRACT

THIS AGREEMENT made and entered into at Greenwood, Cass County, Nebraska, this 21 day of July, 1961, by and between Mrs. J.T. Marshall and Beulah Kitchens, Mother and Daughter, parties of the first part, hereinafter called the SELLERS, and Robert L. Beller and Anna Mae Beller, Husband and Wife, parties of the second part, hereinafter called the BUYERS:

WITNESSETH, that the Sellers have this day sold to the Buyers the following described real estate, upon the terms and conditions hereinafter stated, to-wit:

Lot Ten (10) in the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-Two (32), Township Twelve (12) North, Range Nine (9) East of 6th P.M., Cass County, Nebraska;

for the sum of Ten Thousand Dollars (\$10,000.00), at the rate of Five and One-Half Per Cent (5 $\frac{1}{2}$ %) per annum, interest payable on unpaid balance only, which sum the Buyers covenant and agree to pay to the Sellers in the manner following:

One Thousand Dollars (\$1000.00) down upon delivery of deed and abstract to escrow agent later named in this contract. The sum of Eighty Five and 52/100 Dollars (\$85.52) per month, beginning on the 1st day of September, 1961 and the further sums of Eighty Five and 52/100 Dollars (\$85.52) per month on the first day of each and every month thereafter until the unpaid balance as aforesaid is fully paid. It is further agreed and understood that said monthly payments in the amount of Eighty Five and 52/100 (\$85.52) each shall be applied first, to the interest due on the unpaid balance of the purchase price, second, to the principal. In addition: the Buyer shall pay the tax and assessment deposit on said property (which amount shall be 1/12 of the annual taxes thereon), and the insurance deposit on said property (which amount shall be 1/12 of the annual insurance premium for insurance coverage on said property).