

# MISCELLANEOUS RECORD No. Y

LL BROWN & SONS PAPER CO. LINEN & LEADER

48-12 \*\*\* K-B PRINTING CO., OMAHA \*\*\*

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: Lot eleven (11) in southeast quarter of northwest quarter; northeast quarter of southwest quarter except railroad right of way; lot two (2) in southwest quarter of southwest quarter except railroad right of way; southeast quarter of southwest quarter, all in section 35, township 12 north, range thirteen (13) East of 6th P.M. in Cass County, Nebraska. Grantors reserve from this grant the orchard now planted and growing on said premises.

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 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 20 day of March, A. D. 1941

Witness W. A. Robertson

Olive M. Wiles  
C. L. Wiles

State of Nebraska  
County of Cass, SS.

On this 20 day of March 1941, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally appeared Olive M. Wiles and husband C. L. 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 NOTARIAL SEAL)  
(COMMISSION EXPIRES AUG. 24, 1945)  
(CASS COUNTY, NEBRASKA)

W. A. Robertson NOTARY PUBLIC.

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RIGHT-OF-WAY  
Nellie M. Dreamer et al  
-to-  
Natural Gas Pipeline Co. of Am.

Filed May 9, 1941 at 8:38 A.M.  
Ray F. Becker--Register of Deeds  
By: Gertrude Vallery--Deputy  
\$ 1.45

UNRECORDED

N-274 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 southeast quarter (SE $\frac{1}{4}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of Section 25, township 12, range 13, and the southwest quarter (SW $\frac{1}{4}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of Section 30, township 12, range 14, east of the 6th P.M., in Cass County, Nebraska.

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, Nebr.

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 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

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1941 \*\*\* K-B PRINTING CO., OMAHA \*\*\*

L. BROWN & SONS PAPER CO. LINCOLN, NEBRASKA

depth on the premises except in established outside boundry 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 17th day of March, A.D. 1941.

Witness: W. A. Robertson

Nellie M. Dreamer  
Raymond C. Cook  
LeNora Snyder Cook

State of Nebraska,  
County of Cass, SS.

On this 22 day of March 1941, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally appeared Raymond Cook and wife Lenora Snyder Cook 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 NOTARIAL SEAL)  
(COMMISSION EXPIRES AUG. 24,1945)  
(CASS COUNTY, NEBRASKA)

W. A. Robertson NOTARY PUBLIC.

State of Nebraska  
County of Lancaster, SS.

On this 19th day of March 1941, before me B. G. Clark the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally appeared Nellie M. Dreamer, single, to me known to be the identical person who executed the foregoing option and acknowledged the same to be her voluntary act and deed for the purpose therein set forth.

Witness my hand and notarial seal the day and year last above written.

(B.G.CLARK NOTARIAL SEAL COMMISSION)  
(EXPIRES 4-11-45 LANCASTER COUNTY, NEBRASKA)

B. G. Clark NOTARY PUBLIC.

RIGHT-OF-WAY  
Sherman W. Cole  
-to-

Filed May 9, 1941 at 8:39 A.M.  
Ray F. Becker--Register of Deeds  
By: Gertrude Vallery--Deputy  
\$ 1.35

Natural Gas Pipeline Co. of Am.

N-273

### 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 northwest quarter (NW $\frac{1}{4}$ ) of section three (3); the northeast quarter (NE $\frac{1}{4}$ ) of section four (4), all in township eleven (11), north range thirteen (13), east of the 6th P.M., Cass County, Nebraska.

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 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 of 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 boundry 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 18th day of March, A.D. 1941.

WITNESS  
Estella L. Rutherford

Sherman W. Cole  
Jennie E. Cole