

MISCELLANEOUS RECORD No. Y

48-113 *** K-B PRINTING CO., OMAHA ***

L. L. BROWN & SONS PAPER CO. LINCOLN, NEBRASKA

RIGHT OF WAY
Addie P. Perry
- to -
Great Lakes Pipe Line Co

COMPARED

Filed February 18, 1946 at 1:16 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.20

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$5.00) to me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Addie P. Perry, a widow, does 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:

SE $\frac{1}{4}$ of Sec. 2 - Twp 11 N - R 13 E

The said grantor her 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 located along property or fence lines.

Dated this 7th day of December, 1945.

Addie P. Perry (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Nebraska }
COUNTY OF Cass } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 7th day of December, 1945, personally appeared Addie P. Perry, a widow to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as Her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA)

H.A. Schneider
Notary Public.

My Commission expires Jan 18, 1948.

RIGHT OF WAY
Ralph M. Wiles et ux
- to -
Great Lakes Pipe Line Co.

COMPARED

Filed February 18, 1946 at 1:17 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.20

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$5⁰⁰) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Ralph M. Wiles and Golda M. Wiles, his wife, 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:

NE $\frac{1}{4}$ Sec. 2 - Twp 11 N 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

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L. BROWN & SONS PAPER CO. LINEN & LEADER

4848 *** K-B PRINTING CO., OMAHA ***

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 located along property or fence lines.

Dated this 7 day of December, 1945.

Ralph M. Wiles (SEAL)
Golda M. Wiles (SEAL)

STATE OF Nebraska }
COUNTY OF Cass } SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 7th day of December, 1945, personally appeared Ralph M. Wiles and Golda M. Wiles, his wife, 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.

H.A. Schneider
Notary Public.

(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA)

My Commission expires Jan 15, 1948

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RIGHT OF WAY
Roy O. Cole et ux
- to -
Great Lakes Pipe Line Co.
.....
Filed February 18, 1946 at 1:18 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.20
.....
COMPARED

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$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, Roy O Cole and Pearl Cole, his wife, 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 1/2 of SE 1/4 - Sec 35, Twp 12 N, 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 located along fence or property lines.

Dated this 6th day of December, 1945.

Roy O. Cole (SEAL)
Pearl Cole (SEAL)

Check # 1570

STATE OF Nebraska }
COUNTY OF Cass } SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 6th day of December, 1945, personally appeared Roy O. Cole and Pearl Cole, his wife, 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.