

MISCELLANEOUS RECORD No. Y

LL BROWN & SONS PAPER CO. LINEN & LESORE

45345 *** 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
\$ 1.20 ✓

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 }
COUNTY OF Pierce } SS.

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
\$ 1.20 ✓

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 ~~xxxxxxx~~ 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: 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 telegraph and telephone~~ line shall be paid for as soon as said line ~~xxxxxxx~~ 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~~

MISCELLANEOUS RECORD No. Y

48243 *** K-B PRINTING CO., OMAHA ***

LL BROWN & SONS PAPER CO. LINEN & LEASE

~~shall be laid for consideration in the same manner 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 ~~is to be graphed 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.

Dated this 21st day of May, 1946

Clara Nutzman Ost (SEAL)
W.A. Ost (SEAL)
(SEAL)
(SEAL)

STATE OF NEBRASKA }
COUNTY OF OTOE } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 21st day of May, 1946, personally appeared Clara Nutzman Ost and W.A. Ost, wife and 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.

(NOTARIAL SEAL SEAL)
(OTOE COUNTY, NEBRASKA)

Vantine A James
Notary Public.

My Commission expires April 14, 1949

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ELEVATED CROSSING AGREEMENT
Flora Murray et al
- to -
Great Lakes Pipe Line Co.

.....
Filed May 27, 1946 at 1:02 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.25

M - 1108

ELEVATED CROSSING AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation of Kansas City, Missouri, receipt of which is hereby acknowledged Flora Murray, Arthur L. Murray and Dovie Margaret Alexander do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to construct, maintain, operate, repair, rebuild and replace at any time approximately 100 feet of its pipe line or pipe lines on elevated supports above the surface of the ground and to remove the same at any time, with the 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: South East Quarter (SE $\frac{1}{4}$), except Ry., and that part of the North East Quarter (NE $\frac{1}{4}$) Section 35 lying South of Weeping Water Creek and that part of the East half (E $\frac{1}{2}$) of North East Quarter (NE $\frac{1}{4}$) of Section 35 East of the R/W of the M & P Ry. and North of Weeping Water Creek, all in Twp. 10- Range 13

It is further agreed and understood that the GREAT LAKES PIPE LINE COMPANY, its successors or assigns, shall pay all damages to crops, surfaces, fences and other improvements which may be suffered by reason of the construction, maintenance and operation of said elevated lines.

Dated this 22 day of April, 1946.

Witness
E F Davis

her
Flora X Murray
mark
Dovie Margaret Alexander
Arthur L. Murray,

STATE OF Nebraska }
COUNTY OF Cass } ss

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22 day of April, 1946, personally appeared Flora Murray 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.

(CASS COUNTY NOTARIAL)
(SEAL NEBRASKA)

Archie M Crozier
Notary Public

My commission expires Oct. 18; 1949.

STATE OF Nebraska }
COUNTY OF Otoe } ss

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 25th day of April, 1946, personally appeared Arthur L. Murray to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

(NOTARIAL SEAL SEAL)
(OTOE COUNTY, NEBRASKA)

Vantine A. James
Notary Public

My commission expires April 14, 1949