

MISCELLANEOUS RECORD No. Y

LL BROWN & SONS PAPER CO.
LINEN & LEDES

43313 *** K-B PRINTING CO., OMAHA ***

real estate in Cass County, State of Nebraska, to-wit:

The North East Quarter of the North East Quarter and the South Half of the North East Quarter of Section Nineteen (19) Township Ten (10) North, Range Twelve (12) East of the Sixth Principal Meridian.

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and appurtenances together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon. The above telephone, telegraph and electric power lines if constructed will follow section lines.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. 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. GRANTEE shall bury pipelines below plow depth.

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

Executed this 5th. day of June, 1930.

Pearle P. Johnson.

State of Nebraska }
County of Pawnee } ss.

On this 5th. day of June, 1930, personally appeared before me Amy Clark, a Notary Public in and for said county, Pearle P. Johnson one and the same person as Sallie P. Johnson whose name are subscribed to the annexed instrument as parties thereto, personally known (or on the oaths of one or more witnesses for that purpose by me duly sworn, satisfactorily proved) to me to be the individual described in and who executed the said annexed instrument as parties thereto, and they severally acknowledged the same to be their voluntary act and deed.

In witness whereof I have hereunto set my hand (and affixed my official seal) the day and year first above written.

Witness Amy Clark
(Amy Clark-Notarial Seal)
(Pawnee County, Nebraska)

Amy Clark, Notary Public.

My commission expires March 9, 1935.

Right-of-Way Contract.
Edward H. Spangler, et ux
to
Continental Construction Corp.)

Filed July 7, 1930, at 10-20 A. M.
Jessie M. Robertson, Register of Deeds.
\$1.00

For and in consideration of the sum of Thirty-Eight and No/100 Dollars (38.00), to us in hand paid, receipt of which is hereby acknowledged, Edward H. Spangler and Nellie Spangler, husband and wife, do hereby grant, convey and warrant to the Continental Construction Corporation, its successors and assigns, a Right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, 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 drips, vavles, fittings, meters 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, to-wit:

The southeast quarter of the northeast quarter of section 35, township 12 north, range 13, east of the 6th P.M., on a direct line, as near as possible, from a point approximately 950 feet west of the southeast corner of the northeast quarter to a point approximately 900 feet north

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L. Brown & Co. Paper Co. LINCOLN, NEBRASKA

of the southeast corner of the northeast quarter of said section 35, being 76 rods, more or less.

And also from time to time additional such pipe lines, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. To have and to hold the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon. It is further agreed by the grantee herein that the laying, construction, renewal, operation, maintenance, alteration, repair, or removal of said pipe line, or pipe lines, shall in no wise interfere with any of the buildings located upon real estate described in the preceding paragraph hereof, and that there will be no telephone, telegraph and power lines constructed thereon.

Grantee shall pay the same consideration as above expressed for each additional pipe-line and its appurtenances installed; and shall pay .50¢ per rod for any additional roddage not covered in the above provision; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing, operating or removing all lines drips and valves. 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. Grantee shall bury pipe lines twenty-four inches below the surface and shall maintain same below plow depth.

It is understood that the person securing grant is without authority from the Grantee to make any agreement in respect of the subject matter not therein expressed.

Executed this 27 day of May, 1930.

In the presence of:

Edward H. Spangler

W. E. James.

Nellie Spangler

State of Nebraska,)
)ss.
County of Cass.)

On this - day of May, 1930, personally appeared before me the undersigned, a Notary Public in and for said County and State, Edward H. Spangler and Nellie Spangler, husband and wife, whose names are subscribed to the foregoing instrument as grantors, personally known to me to be the individuals described therein and who executed the foregoing instrument as grantors, and they severally acknowledged the same to be their voluntary act and deed.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the year and day last above written.

(Notarial Seal.....)
(Commission Expires...)
(Cass County, Nebraska)

J. Howard Davis, Notary Public.
My commission expires the 11 day
of Dec. 1935.

Right-of-Way Contract.
Mrs. Ida M. Cole
to
Continental Construction Corp.)

Filed July 7, 1930, at 10-21 A. M.
Jessie M. Robertson, Register of Deeds.
\$1.00

For and in consideration of the sum of Twenty and No/100 Dollars (20.00), to me in hand paid, receipt of which is hereby acknowledged, Mrs. I. M. Cole, a single person, do hereby grant, convey and warrant to the Continental Construction Corporation, its successors and assigns, a Right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, 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 drips, valves, fittings, meters and such other appurtenances necessary for such operations, over and through the following real estate in Cass County, State of Nebraska, to-wit:

The south-west quarter of the north-west quarter of section thirty-six, township twelve, north range thirteen east of the 6th p. m. Said line to be on a direct line as near as possible between a point approximately 800 feet north of the south-west corner of the north-west quarter