

MISCELLANEOUS RECORD No. Y

STATE OF Nebraska)
)ss.
COUNTY OF Cass)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 16th day of August, 1949, personally appeared Lela Minford, a widow; Oglia Minford Wiles; Will A. Minford & Marion Minford, 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.

(NOTARIAL SEAL) Naomi Day
(COMMISSION EXPIRES) Notary Public
(CASS COUNTY,) My Commission expires 12-17-1954.
(NEBRASKA)

RIGHT OF WAY Filed August 27, 1949 at 8:07 A. M.
Clara Nutzman Ost et vir Lucille Horn Gaines
- to - COMPARED Register of Deeds
Great Lakes Pipe Line Co. \$2.10

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & 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, 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 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:

Lots Number 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 all in Section Eleven (11), Township Eleven (11), Range Thirteen (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 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 One Dollar 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.

Dated this 13th day of August 1949.

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

#4705

STATE OF Nebraska)
)ss.
COUNTY OF Cass)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 13th day of August, 1949, personally appeared Clara Nutzman Ost and W. A. Ost, 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.

(D. RAY FRANS) D. Ray Frans
(NOTARIAL SEAL) Notary Public
(COMMISSION EXPIRES)
(MAR. 11, 1952 CASS) My Commission expires 3/11/ 1952.
(COUNTY, NEBRASKA)

RIGHT OF WAY Filed August 27, 1949 at 8:08 A. M.
Lela Minford et al Lucille Horn Gaines
- to - COMPARED Register of Deeds
Great Lakes Pipe Line Co. \$2.10

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & 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, Will A. Minford and Marion Minford, his wife; and Lela Minford, a widow, 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, with right of ingress and egress to and

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LL BROWN & CO. PAPER CO.
LINEN TYPE LETTER

43743 *** K-B PRINTING CO., OMAHA ***

from the same, on, over and through certain lands situate in the County of Cass and State of Nebraska, and described as follows:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); and Lot number One (1) of Section Twenty Three (23), Township Eleven (11) North, Range Thirteen (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 covenant to bury the lines of pipe 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 One Dollar 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.

Dated this 15th day of August, 1949.

Lela Minford (SEAL)
Will A. Minford (SEAL)
Marion Minford (SEAL)
(SEAL)

4701

STATE OF Nebraska)
) ss.
COUNTY OF Cass)

Before me, the undersigned, a Notary public, in and for the County aforesaid on this 15th day of August, 1949, personally appeared Will A. Minford & Marion Minford, his wife & Lela Minford, a widow, 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)
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA)
My Commission Expires 12-17, 1954.

Naomi Day
Notary Public

RIGHT OF WAY
E. Belle Metzger et vir
- to -
Great Lakes Pipe Line Company

COMPARED

Filed September 9, 1949 at 8:05 A.M.
Lucille Horn Gaines
Register of Deeds
W\$ 2.30

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & 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, E. Belle Metzger & Christian E. Metzger, 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 such line not to exceed 12 inches in diameter for the transportation of oil or oil products, gas and water, 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: The Northwest (NW $\frac{1}{4}$) quarter of the Southeast (SE $\frac{1}{4}$) quarter and tax lot # 14, all being in Section Twenty Six (26) Township Twelve (12), Range Thirteen (13). Said pipe line to be constructed under this Agreement shall be installed on the west side of the present Great Lakes Pipe Line Company line now crossing the afore said property. All damage to crops, fences, livestock, or other improvements on said premises and all other damages or expenses directly or indirectly resulting from or incident to the laying, construction, maintenance, operation, re-laying or removing said pipe line shall be paid for as soon as said line is completed, or upon written demand after such damage occurs unless the said company, its heirs or assigns through its agents or employees, shall have acutal notice of any such damage, in which event no notice or demand shall be necessary.

The said grantor, 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 covenant 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 the above there shall be paid on the laying of the said line of pipe an additional compensation at the rate of one dollar 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, or livestock 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.~~