

DEED RECORD No. 28

22884-The K-B Printing Company, Omaha

Charles A. Fisk and Wife
to
Mo. Valley Pipe Line Co.
Right-of-Way Grant
Filed March 21, 1931
at 10 o'clock A. M.
C. L. Holland, County Clerk
M. Barber, Deputy

STATE OF NEBRASKA }
COUNTY OF BURT }

A 13-4

ss.

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COM-

PANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto ~~xx~~ (solely for use in connection with such pipe lines) over and through the following described lands situate in Burt County, state of Nebraska, to-wit:

South half (1/2) of Northeast Quarter (NE1/4) Section twenty-six (26); Township twenty-three (23); Range Eight (8), except 12.61 Acres in Southeast corner of said tract.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~xxxxxxxxxxxxxxxx~~ ~~xxxxxxxxxxxx~~ lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

The consideration for this grant is the sum of Twenty-five cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all or may be paid into the---- Bank at----for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

IT IS HEREBY UNDERSTOOD THAT PARTY SECURING THIS GRANT IN BEHALF OF GRANTEE IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

WITNESS the execution hereof on this 10th day of March, A. D. 1931.

Charles A. Fisk
Etta Belle Fisk

L. E. Achterberg
Right of Way Agent

STATE OF NEBRASKA }
COUNTY OF BURT } ss.

On this 10 day of March A. D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Charles A. Fisk and Etta Belle Fisk to me known to be the identical persons whose names subscribed to the foregoing instrument as Grantor--and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written

F. E. Peden, Notarial Seal
Commission expires Apr. 16, 1934
Burt County, Nebraska

F. E. Peden
Notary Public in and for Burt County
My commission expires the 16 day of April 1934

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Robert M. Brink and wife
to
Mo. Valley Pipe Line Co.
Right-of Way-Grant
Filed March 21, 1931
at 10 o'clock A. M.
C. L. Holland, County Clerk
M. Barber, Deputy

STATE OF NEBRASKA } A 13-5
COUNTY OF BURT } ss. KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT;SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto including telegraph and telephone lines (solely for use in connection with such pipe lines) over and through the following described lands situate in Burt County, state of Nebraska, to-wit:

Commencing at a point 495 feet west of the southeast corner of the Northeast Quarter of Section twenty-six (26); Township Twenty-three (23); Range Eight (8): running thence north 450 feet, thence west 161 feet, thence south 450 feet, thence East 161 feet to the point of beginning. A tract containing 1.61 Acres.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive, Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Grantee further agrees that upon written application to the grantee it will make or cause to be made a tap in any gas pipe line constructed by the grantee on grantor's premises for the purpose of supplying gas to the grantor for domestic purposes only and not for resale and for use on grantor's premises only. All connections required with the exception of the meter which is to be furnished and owned by grantee, shall be furnished and paid for by grantor according to the rules and regulations of grantee. Grantee will provide the said tap from its main line or any of its laterals closest to the premises for such service. Gas to be taken under such tap arrangement shall be measured and furnished at the same price and under the same rules and regulations as prevail in the nearest city or town as pertains to domestic customers served from line of grantee or any vendee of grantee for similar service to domestic customers.

The consideration for this grant is the sum of Twenty-five cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such