

MISCELLANEOUS RECORD No. 8

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the Court, the above described property be sold at sheriff's sale to satisfy the amount of said lien and costs.

OMAHA LOAN AND BUILDING ASSOCIATION
A Corporation
By Penelope R. Anderson
Attorney

TIMOTHY SULLIVAN & WF :
TO : Filed February 8, 1933, at 10 o'clock A.M.
ELEANOR R. JEWELL :
Assign't. \$1.00 P.L. : *J. P. Hansen*
County Clerk

ASSIGNMENT

For value received, we, and each of us, hereby sell, assign and set over, unto Eleanor R. Jewell, all our right, title and interest in and to a certain Land Contract made on the 28th day of July, 1920, by Arthur C. Jewell and Eleanor R. Jewell, to Joseph Suneg, wherein the said Jewells sell and assign Lots sixteen (16) and seventeen (17) in Jewell Place, in Sarpy County, Nebraska, as surveyed, platted and recorded; said Land Contract having been assigned by Arthur C. Jewell and wife to Timothy Sullivan on this 6th day of October, 1931.

In witness whereof, we have hereunto set our hands this 14th day of October, 1931.

Witness: Timothy Sullivan
C. E. Hansen Mary Sullivan

State of Nebraska) SS.
County of Douglas)

On this 14th day of October, 1931, before me, a Notary Public within and for said county, personally came the above named Timothy Sullivan and Mary Sullivan, husband and wife, to me personally known to be the identical persons who executed the above and foregoing Assignment, and acknowledged the same to be their voluntary act and deed, for the purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal, the day and year last aforesaid.

C. E. Hansen
C. E. HANSEN NOTARIAL SEAL # Notary Public
DOUGLAS COUNTY NEBRASKA # My commission expires: Sept 14- 1933
COMMISSION EXPIRES SEPT. 14, 1933#
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SARAH H. ROBERTS ET AL :
TO : Filed February 2, 1933, at 10 o'clock A.M.
MISSOURI VALLEY PIPE LINE CO. :
Easement \$1.50 P.L. : *J. P. Hansen*
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Sarah H. Roberts, widow, and Halbert H. Roberts and Janet E. Roberts, his wife, of the County of Douglas and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of one Dollar (\$1.00), of which consideration is hereby acknowledged and the balance of which is to be paid when and as the location of a pipe line over and through the lands to be occupied hereinafter described shall be established, surveyed and measured,

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and the further consideration of the performance of the covenants and agreements by the Grantee, as hereinafter set out and expressed, do hereby GRANT, REWISE, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

Part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 27, Township 14, North, Range 13, East of the 6th P.M. described as follows: Commencing on the West Section line at a point 9.37 chains South of the Northwest (NW) corner of said Section Twenty-seven (27); and running thence south on said line 30.65 chains to the quarter (1/4) Section line; thence east on the said line 40 chains to the center of said Section Twenty-seven (27); thence north on Quarter (1/4) Section line 30.09 chains to the old claim line; thence west of said line to place of beginning, known as Tax Lot 4 of said Section, containing 181.44 acres.

TO HAVE AND TO HOLD unto said MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, its successors and assigns, so long as such pipe line, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the Grantee located thereon, or the removal thereof, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that Grantors are hereby granting the uses herein specified without divesting Grantors of the rights to use and enjoy said above described premises, subject only to the right of the Grantee to use the same for the purposes herein expressed.

Payment of the balance due hereunder 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.

As a further consideration for this grant, the Grantee herein agrees as follows:

(1) That it will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.

(2) That it will pay to Grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe line, said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of which shall be appointed by the Grantors, one by the Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.

(3) That Grantee, upon written application by the Grantors will make, or cause to be made, a tap in any gas pipe line constructed by Grantee upon the above described premises for the purpose of supplying gas to Grantors for domestic purposes only and not for re-sale, and for use upon the above described 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 Grantors, according to the rules and regulations of the Grantee. Said tap will be provided by Grantee from its main line or any of its laterals closest to the premises to be served, and gas to be taken under such tap arrangement shall be measured and furnished at such price and under such rules and regulations of the Grantee applying to rural domestic consumers and such price shall not exceed that charged for similar service to domestic consumers of incorporated towns in the same locality served from the line of Grantee or any vendee of Grantee.

(4) That Grantee will replace or rebuild to the satisfaction of Grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

Said pipe line shall enter said lands at a point approximately 1273 feet west from the southeast corner of said quarter section; and run in a northwesterly direction, and leave said land at a point approximately 400 feet east from the northwest corner thereof.

IN WITNESS WHEREOF we have hereunto set our hands this 28 day of December 1931.

Witness:

Phil Miller

Sarah H. Roberts
Halbert H. Roberts
Janet M. Roberts

STATE OF NEBRASKA,
COUNTY OF DOUGLAS) ss.

On this 28 day of December A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Sarah H. Roberts, widow, and Halbert H. Roberts and Janet M. Roberts, his wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors 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.

Phil Miller, Notarial Seal
Douglas County, Nebraska
Commission expires May 16, 1936

Phil Miller
Notary Public in and for Douglas County.

My commission expires the 16 day of May 1936