

## MISCELLANEOUS RECORD No. 12

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 2nd day of January, 1946.

Henry Hahn (Seal)  
Minnie Hahn (Seal)  
(Seal)  
(Seal)

STATE OF NEBRASKA )  
(ss.  
COUNTY OF SARPY, )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3rd day of January, 1946, personally appeared Henry Hahn and Minnie Hahn, 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.  
W.L. COCKRELL, NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES MAR. 15, 1948  
My Commission expires Mar. 15th, 1948.

W. L. Cockrell  
Notary Public.

JOHN SCHOBERT & W.F. :  
TO : Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE CO. :  
Rt. of Way \$1.15 Pd. :  
Form 80  
Rev. 8-25

County Clerk  
RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar (\$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, John Schobert and Bertha L. Schobert, his wife, 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 Sarpy and State of Nebr., and described as follows: Tax Lot 4-being 100 acres more or less in N.W. 1/4, Sec. 30-T-14, R-13.

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.

## MISCELLANEOUS RECORD No. 12

Telegraph & telephone line if constructed above ground shall be located along property or fence line.

Dated this 20th day of Nov., 1945.

John Schobert (Seal)  
Bertha L. Schobert (Seal)  
(Seal)  
(Seal)

STATE OF NEBRASKA )  
(ss.  
COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 20 day of Nov., 1945, personally appeared John Schobert and Bertha L. Schobert, 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.  
GUY E. TATE NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES JULY 14, 1951  
My Commission expires July 14, 1951.

Guy E. Tate  
Notary Public.

KATHERINE FRANEY ET AL :  
TO :  
GREAT LAKES PIPE LINE CO. :  
Rt. of Way \$1.15 Rd. : ^

Filed February 14, 1946 at 1 o'clock P.M.

*Benjamin D. Tate*  
County Clerk

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$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, John J. Franey, Jr., a singleman; Subject to the life estate of Katherine Franey, John Franey, husband of Katherine Franey, 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 Sarpy and State of Nebraska, and described as follows: Commencing 14.195 chains north of the S.E. Corner of Section 30, Township 14, Range 13, thence north 25.94 chains to quarter corner of East side of said section 30; thence west 39.75 chains to center of said Section 30; thence south 25.945 chains; thence East 39.555 chains to place of beginning, except Union Pacific Right-of-way and Depot grounds.

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 located along the fence or property lines.

Dated this 24th day of November, 1945.

Katherine Franey (Seal)  
John J. Franey, Jr. (Seal)  
John Franey (Seal)  
(Seal)