

MISCELLANEOUS RECORD No. 12

THE PAPERILLION TIMES, PAPERILLION, NEBRASKA 1942-2-2

1/2 of SE 1/4 -- Sec 14, Twp 14 N R 12 E

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 when 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 5th day of April, 1940.

Harry C. Brockman (TAL)
Hazel H. Brockman (TAL)
(TAL)

STATE OF Nebraska) ss.
COUNTY OF Barry)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 5th day of April, 1940, personally appeared Harry C. Brockman and Hazel H. Brockman, 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.
Notary Public in and for the County of Barry, Nebraska
My Commission expires Febr. 3, 1941.

Ruth H. Strawn
Notary Public.

JOHN SCHOBERT & WIFE

Filed May 13, 1940 at 8 o'clock A.M.

TO
GREAT LAKES PIPE LINE COMPANY: A
Right of Way 11-25 PC.

County Clerk

Form 30
Nov. 1-15

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of five and 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, 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, or, over and through certain lands situate in the County of Barry and State of Nebraska, and described as follows:

Tax Lot 3 - Sec 33, Twp 14 N R 12 E

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

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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 fenced 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 22nd day of April, 1948.

John Schobert (SEAL)
Bertha I. Schobert (SEAL)

STATE OF Nebraska) ss.
COUNTY OF Sarpy)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22nd day of April, 1948, personally appeared John Schobert and Bertha I. 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.
Ruth M. Strawn Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES FEB. 9, 1947.

Ruth M. Strawn
Notary Public.

A. C. DANIELL & WF.
TO
GREAT LAKES PIPE LINE CO.
Rt. of Way 11-12 E.C.
Form 30
Rev. 3-45

Filed May 17, 1948 at 8 o'clock A.M.

County Clerk

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One & 00/100 Dollars (\$1.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, A. C. Daniell and Ollie Daniell, 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 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 Sarpy and State of Nebraska, and described as follows:

Tract Lot #10, Section 32, Twp-14, Rng-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, fences, or other improvements on said premises for and because of the laying of one line of pipe shall be paid for as soon as said line is 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 of construction thereof of land on these premises, across which said line is laid. 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 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 25th day of April 1948.

A. C. Daniell (SEAL)
Ollie Daniell (SEAL)