

MISCELLANEOUS RECORD No. 12

MARY A. SAUTTER ET AL.

TO

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

GREAT LAKES PIPE LINE CO.

Rt. of Way \$1.30 Pd.

Bruce D. Tate

County Clerk

Form 80
Rev. 8-45

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and 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, Mary A. Sautter, a widow; and Sophia A. Sautter, single, 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: West 1/2 of N.E. 1/4 Sec. 23-T-14-R-12 and Tax Lots 5A & 5B - 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 damage 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.

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

Dated this 23 day of Nov., 1945.

Mary A. Sautter (Seal)
Sophia A. Sautter (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)

COUNTY OF SARPY)
(ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid on this 23 day of Nov., 1945, personally appeared Mary A. Sautter, a widow; & Sophia A. Sautter, single, 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
Notary Public.

GUY E. TATE NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 14, 1951 *

My Commission expires July 14, 1951.

HARLEY E. HANSON & WF.

TO

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

GREAT LAKES PIPE LINE COMPANY

Rt. of Way \$1.15 Pd.

Bruce D. Tate

County Clerk

Form 80
Rev. 8-45

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and 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, Harley E. Hanson and Daisie D. Hanson, 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

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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: NE 1/4 of SW 1/4, Tax Lots 8, 10A, 12B and Govt Lot 3, Sec. 27, Twp. 13N, R. 13E. Subject to a yearly lease for R. R. Spur given to the Wyman-Rickey Sand and Gravel Co. of Omaha, Nebr.

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 built along property or fence lines.

Dated this 22nd day of January, 1946.

Harley E. Hanson (Seal)
Dasie D. Hanson (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
(ss.
COUNTY OF CUSTER)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22nd day of January, 1946, personally appeared Harley E. Hanson and Dasie D. Hanson, 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.
J.V. DEVINO, NOTARIAL SEAL
CUSTER COUNTY, NEBRASKA
COMMISSION EXPIRES FEB. 28, 1947
My Commission expires Feb. 28, 1947.

J. V. Devino
Notary Public.

MARY BOHAC, ET AL :
TO : Filed February 14, 1946 at 1 o'clock P.M.
GREAT LAKES PIPE LINE CO. :
Rt. of Way \$1.15 Pd. :
RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 (\$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, Mary Bohac, a widow; Anna Novak and Anton Novak, her husband; Mary Vela and Joe Vela, her husband; Joe Bohack, a single man; Rose Novak, a widow; Frank Bohac, a single man; Bessie Meisinger and Raymond Meisinger, her husband; and James Bohac and Evelyn Bohac, 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 Nebraska, and described as follows: Tax Lots 11 and 12A, Sec. 27, Twp. 13N, R. 13E.

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

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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 follow the property or fence lines.

Dated this 30th day of November, 1945.

Mary Vala (Seal) Mary Bohac (Seal)
Joe Vala (Seal) Anna Novak (Seal)
Evelyn Bohac (Seal) Anton Novak (Seal)
James Bohac (Seal) Joe Bohack (Seal)
Bessie Meisinger (Seal) Frank Bohac (Seal)
Raymond Meisinger (Seal) Rose Novak (Seal)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) (ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 30th day of November, 1945, personally appeared Mary Bohac, a widow, Anna Kovak and Anton Novak, her husband, Mary Vala and Joe Vala her husband, Joe Bohack, a single man, Rose Novak, a widow, Frank Bohack, a single man, Bessie Meisinger and Raymond Meisinger, her husband, James Bohac and Evelyn Bohac, 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. H. T. Brisbin
H. T. BRISBIN NOTARIAL SEAL Notary Public.
DOUGLAS COUNTY, NEBRASKA
COMMISSION EXPIRES JAN. 11, 1949
My Commission expires 1-11, 1949.

JAMES W. NEPINSKY & WF. : Filed February 14, 1946 at 1 o'clock P.M.
TO :

GREAT LAKES PIPE LINE CO. : ^
Pt. of Way \$1.15 Pd. :

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & 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, James W. Nepinsky & Emma P. Nepinsky, husband & 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 Nebraska, and described as follows: Tax lots 9; 10C & 12D, Sec. 27, T.13 Rge 13E.

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