

RIGHT OF WAY GRANT
Robert A. Hooks and wife
to
Mo. Valley Pipe Line Co.
Filed Sept. 17, 1931
at 9:30 o'clock A. M. ✓
George C. McQuarrie
County Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert A. Hooks and Eva Hooks his wife of the County of Washington 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 pipe lines over and through the lands to be occupied hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants

and agreements by the Grantee, as hereinafter set out and expressed, do hereby grant, remise, 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, including telegraph and telephone lines (solely for use in connection with such lines) over and through the following described lands situated in the County of Washington and State of Nebraska, to-wit:

All of Lot # Eighteen (18) out of the South-east Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section # Two (2), and all of Lots # 190 and #195 out of the Northwest Quarter (NW $\frac{1}{4}$) of Section #Eleven (11) all in Township Eighteen (18) North, Range Eleven East.

TO HAVE AND TO HOLD unto said Missouri Valley Pipe Line Company of Nebraska, its successors and assigns, so long as such pipe lines, 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 Farmers State Bank Bank at Blair, Nebr. 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 lines, 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

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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. If Telephone and telegraph lines above referred to, are constructed at any time, same shall be placed along the road, fence or property line of grantors land.

In Witness Whereof we have hereunto set our hands this 3rd day of September, 1931.

Witness:

C. Haller

Robert A. Hooks

Eva Hooks

STATE OF NEBRASKA, }
County of Washington } ss.

On this 3rd day of September A. D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Robert A. Hooks and Eva Hooks husband and 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.

(NOTARIAL SEAL)

C. Haller Notary Public
in and for Washington County.

My commission expires the 14th day of April, 1934.

QUIT-CLAIM DEED

Charles W. Haller & Wife
to

Robert M. Cordill

Filed September 23, 1931
at 2:20 o'clock P. M.

George C. McQuarrie
County Clerk.

THIS INDENTURE, Made this 17th day of September in the year one thousand nine hundred thirty one between Charles W. Haller and Fannie Haller, his wife, of the first part, and Robert M. Cordill of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of other consideration and One & no/100 Dollars, to them duly paid, the receipt whereof is hereby acknowledged, have granted, conveyed, remised, released and quit-claim-

ed, and by these presents do grant, convey, remise, release, and forever quit-claim unto the said party of the second part, and to his heirs and assigns forever, all their right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the following described real estate, situate in Washington County and State of Nebraska, to-wit:

The Northeast quarter of the southwest quarter of Section 28, in township 17 north, of range 13, east of the 6th P. M., also, Tax lot 5 in said section, described as bounded by a line commencing at the center of said section 28 and running thence south 775 feet, thence north 42 degrees east 244 feet, thence north 64 1/2 degrees east 540 feet to the county road, thence along the west side of said county road north 33 1/2 degrees west 430 feet to the east & west quarter line to a point 408 feet east of the place of beginning, thence east 53 feet, thence north 34 3/4 degrees west 371.5 feet to a point 305.1 feet north of said east & west quarter line, thence west 249.3 feet to the north and south quarter line, thence south 305.1 feet to the place of beginning,

Together with all and singular the hereditaments and appurtenances thereunto belongong; TO HAVE AND TO HOLD the above described premises unto the said Robert M. Cordill, his heirs and assigns:

In Witness Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.