

MISCELLANEOUS RECORD No. 8

to growing crops or fences from the construction, maintenance and operation of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of fifty cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Grantee further agrees that upon written application to the grantee it will make or cause to be made a tap in any gas pipe line constructed by the grantee on grantor's premises for the purpose of supplying gas to the grantor for domestic purposes only and not for resale and for use on grantor's 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 grantor according to the rules and regulations of grantee. Grantee will provide the said tap from its main line or any of its laterals closest to the premises for such service. Gas to be taken under such tap arrangement shall be measured and furnished at the same price and under the same rules and regulations as prevail in the nearest city or town as pertains to domestic customers served from line of grantee or any vendee of grantee for similar service to domestic customers.

The consideration for this grant is the sum of fifty cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the First Nat'l Bank at Omaha, Neb., for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid, nor unless the same is paid within twelve months from the date hereof.

IT IS HEREBY UNDERSTOOD THAT PARTY SECURING THIS GRANT IN BEHALF OF GRANTOR IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

WITNESS the execution hereof on this the 19th day of March, A.D. 1931

L. E. Achterberg Right of Way Agent
Emley E. Houston
Jennie D. Houston

STATE OF NEBRASKA ) ss.
COUNTY OF BURT )

On this 19th day of March A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Emley E. Houston and Jennie D. Houston, 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.

H. J. KRAGGE NOTARIAL SEAL
BURT COUNTY NEBRASKA
COMMISSION EXPIRES MARCH 19, 1932
My commission expires the 18th day of March 1931.

H. J. Kragge
Notary Public in and for Burt County.

EDWARD RAHN :
TO : Filed January 16, 1931, at 10 o'clock A.M.
MISSOURI VALLEY PIPE LINE CO.:
Easement \$1.60 Pd. :
County Clerk

STATE OF NEBRASKA )
COUNTY OF SARPY ) ss. KNOW ALL MEN BY THESE PRESENTS:
That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY PIPE

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LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto (solely for use in connection with such pipe lines) over and through the following described lands situate in Sarpy county, state of Nebraska, to-wit:

Southeast Quarter (SE<sup>1</sup>) Section Ten (10); Township Thirteen (13); Range Thirteen (13) Also Southwest Quarter (SW<sup>1</sup>) of Northeast Quarter (NE<sup>4</sup>) Section Ten (10) Township Thirteen (13); Range Thirteen (13).

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of said Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of fifty cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Grantee further agrees that upon written application to the grantee it will make or cause to be made a tap in any gas pipe line constructed by the grantee on grantor's premises for the purpose of supplying gas to the grantor for domestic purposes only and not for resale and for use on grantor's 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 grantor according to the rules and regulations of grantee. Grantee will provide the said tap from its main line or any of its laterals closest to the premises for such service. Gas to be taken under such tap arrangement shall be measured and furnished at the same price and under the same rules and regulations as prevail in the nearest city or town as pertains to domestic customers served from line of grantee or any vendor of grantee for similar service to domestic customers.

The consideration for this grant is the sum of fifty cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Livestock Nat'l. Bank at So. Omaha, Nebr. for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

IT IS HEREBY UNDERSTOOD THAT PARTY SECURING THIS GRANT IN BEHALF OF GRANTEE IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

WITNESS the execution hereof on this the 13th day of March A.D. 1931

L.E. Achterberg, Right-of-Way Agent

Edward Rehn

STATE OF NEBRASKA ) COUNTY OF SARPY ) ss.

On this 13th day of March A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edward Rehn (widower) to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

A. H. HOOD NOTARIAL SEAL SARPY COUNTY, NEBRASKA COMMISSION EXPIRES MAY 23d 1931

A. H. Hood Notary Public in and for Sarpy County.

My commission expires the 23d day of May 1931.