

EASEMENT RECORD

(Missouri Valley Pipe Line Co. of Nebraska—Contains 540 Printed Words.)

FROM HOMER J. SOUTHWICK ET AL

TO MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA

STATE OF NEBRASKA, }
 Saline County, } ss. Entered in Numerical Index and filed
 for record in the Register of Deed's office of said County, the 6th
 day of February 1931, at 9 o'clock and -- minutes,
 A. M., and recorded in Book No. 77, page 55 of Miscellaneous Record.

By MAYME C. BROZ, ---Register of Deeds,
 Deputy.

STATE OF NEBRASKA, }
 County of Saline, } ss.

Know All Men by These Presents:
 0 15 - 43

That for and in consideration of \$ Forty and No/100 (\$ 40.00) DOLLARS to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto or to cause to be constructed, maintained and operated pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, over and through the following described lands situated in Saline County, State of Nebraska, to-wit:

South West Quarter of Section Thirteen in Township Eight North Range One East of Sixth PM

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 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, telegraph and telephone 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 twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for. As a further consideration for this grant grantee will make or cause to be made a tap on any line constructed on grantor's premises for the purpose of supplying gas to grantor for domestic use only. Gas to be measured and sold at the main line of grantee at the same price and under the same conditions as prevail in Friend Nebraska. Grantee to furnish meter and saddle and tap, the meter to remain the property of grantee. Grantor to meet all other expense of connecting with said gas main.

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 28th. day of October, A. D. 1930.

Signed and delivered in the presence of the undersigned witnesses:

Alex McFarlane

H. R. H. Williams
 Right of Way Agent.

Homer J Southwick
 Philip O. Southwick
 Dorothy H. Southwick
 Gladys H. Southwick

STATE OF NEBRASKA, }
 Saline County, } ss.

On this 28th day of October, A. D. 1930, before me, the undersigned Alexander McFarlane, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Homer J. Southwick and Gladys H. Southwick, whose names are affixed to the foregoing instrument as grantor and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Alexander McFarlane Notary Public.
 My commission expires the 2nd day of February 1932.

Commission expires 2/6 1932

