

MISCELLANEOUS RECORD No. 16

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 State Bank at Sterling 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 20 day of August, A.D. 1930.

M.G. SCOUTT, F. John Rulla.

Right of Way Agent.

State of Nebraska } ss. On this 20 day of August, A.D. 1930, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came F. John Rulla to me known to 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.



R. F. Freichs,
Notary Public in and for Johnson County.

My commission expires the 27th day of April 1935.
 Right of Way Grant
 From Walter W. Smith and wife
 to Missouri Valley Pipe Line Co. of Nebr.
 Filed for Record October 28, 1930 at 8:00 A.M.
 Rath Hebard Schreiber, Register of Deeds.
 # State of Nebraska }
 # County of Otoe. }
 # # # # # 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 LINE COMPANY OF NEBRASKA (Herein called Grantee) its successors and assigns the right-of-way and easment 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 Otoe county, state of Nebraska, to-wit:

South-west quarter (1/4) of section thirty-four (34)-seven (7)-nine (9) east of six (6)-P.M. are fully described in deed - from - to - recorded in Volume - Page Deed Records of said County, to which reference is here made for further description.

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, 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.

The consideration for this grant is the sum of twenty-five 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 Farmers State Bank at Douglass, Nebr. for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for 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 22 day of August, A.D. 1930. X

Walter W. Smith
Luella A. Smith

E. J. Galdun.

Right of Way Agent.

State of Nebraska }

County of Otoe } ss.

On this 23-day of August A.D. 1930 before me, the undersigned, duly commissioned and qualified authority in and for said county and state, personally came Walter W. Smith to me known to be the identical persons whose name 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.



M.W. Dunlap,
Notary Public in and for Otoe County.

My commission expires the 17th day of September 1935.

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L E A S E
From Alice M. Crook with
C. D. Lambert, et al. Filed for
Record November 5, 1930 at 1:05 P.M.
Ruth Habard Schreiber, Register
of Deeds.

L E A S E
THIS AGREEMENT made and entered into this
Fourth day of May 1930 by and between Alice M. Crook
of the county of Otoe, State of Nebraska, party of
the first part, and C. D. Lambert, and C. D. Stowell,
and Ed. Irvin, parties of the second part.

WITNESSETH, that the said party of the first part has this day leased to the parties of the second part the following described premises:

The ground 60 x 60 feet, located in the SW 1/4 of the section 19, Town 7 North, Range 15 East, Otoe County, lying between the right-of-way of the C.B. & Q. Railroad Company and the Missouri River and roadway along south side of side from public highway easterly to the Missouri River, except right-of-way of C.B. & Q. Railroad Company. For the term of two (2) years from the Fourth day of May 1930 for the total sum of fifteen dollars (\$15.00) per year.

IT IS FURTHER AGREED by and between the parties hereto that at any time that this