

MISCELLANEOUS RECORD No. Y

4843 *** K-H PRINTING CO., OMAHA ***

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STATE OF NEBRASKA }
COUNTY OF CASS } SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 9th day of January, 1946, personally appeared Charles J. Tasler and Flossie Belle Tasler, 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.

(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA)

H.A. Schneider
Notary Public.

My Commission expires Jan 18, 1948
1-18-48

RIGHT OF WAY
James Otis Barnes et ux
- to -
Great Lakes Pipe Line Co.

COMPARED

Filed February 18, 1946 at 1:22 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.20

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and 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 Otis Barnes and Ora Barnes, 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 Cass and State of Nebraska, and described as follows:

Tax Lot #2; and SE^{1/4} of NE^{1/4}, Sec 26, Twp 12 N, R 13 E

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 9th day of January, 1946.

James Otis Barnes (SEAL)
Ora Barnes (SEAL)
(SEAL)
(SEAL)

STATE OF Nebraska }
COUNTY OF Cass } SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 9th day of January, 1946, personally appeared James Otis Barnes and Ora Barnes, 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.

Frank A. Cloidt
Notary Public.

(FRANK A. CLOIDT NOTARIAL)
(SEAL COMMISSION EXPIRES)
(NOV. 3, 1947 CASS)
(COUNTY, NEBRASKA)

My Commission expires Nov. 3, 1947.

RIGHT OF WAY
Edward J. Lutz et al
- to -
Great Lakes Pipe Line Co.

COMPARED

Filed February 18, 1946 at 1:23 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.30

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & 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