## Miscellaneous Record 7

Mary Alice Spangler Mary Alice Spangler

STATE OF Nebraska COUNTY OF Cass

On this 14 day of Aug., A.D, 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Jean-HrSpangler-amt-Mary-Ann-Spangler Jean H.Spangler and Mary Alice Spangler, his wife, to me personally known to be the identical persons named in and who executed the foregoing instrument and duly acknowledged the execution of same as their voluntary act and deed.

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

Carl P.Ofe (CARL P.OFE (NOTARIAL SEAL Title: Carl P.Ofe, Notary Public (COMMISSION EXPIRES ) (MAY 27, 1963 My commission expires: May 27, 1963 (CASS COUNTY, NEBRASKA) \* \* \* \* \* \* \* \* \* \* \* \* Filed August 31, 1961 at 8:10 A.M. EASEMENT Lucille Horn Gaines Richard E.Spangler et ux COMPARED Register of Deeds to \$2.45 × Northern Gas Products Company Neb-CS-46 PIPELINE EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of One Dollar (\$1.00) per lineal rod of pipeline constructed upon the premises described below, payment of which is to be made when the location of said pipeline has been established and surveyed, and the further consideration of the performance by Grantee of the covenants and promises by it herein made,

Richard E. Spangler and wife Marjorie Ann Spangler

Plattsmouth, Nebraska

herein, whether one or more, called Grantor, does hereby grant and convey unto Northern Gas Products Company, a Delaware corporation, its successors or assigns, herein called Grantee, the right, privilege and easement to construct, operate, inspect, maintain and replace a pipeline and appurtenances thereto for the transportation of liquid or gaseous substances of any sort over and through the following described lands, together with the right to remove said pipeline at will, in whole or in part, and the right of ingress and egress at convenient points to and from said premises for the purpose of exercising and enjoying the rights and privileges herein granted, such premises being located in the County of Cass, State of Nebraska, and described as follows:

The SW 1/4 of Sec. 36, Tp. 12-N. R. 13 East of 6th PM.

The right of way and easement herein granted is for a single pipeline, not exceeding 12 inches in diameter, to be laid within the confines of a strip of land not more than 50 feet wide. It is not required that the centerline of said pipeline coincide with the centerline of said 50 foot wide strip of land.

TO HAVE AND TO HOLD unto Northern Gas Products Company, its successors and assigns,until said pipeline shall be abandoned, subject, however, to Grantor's right to use and enjoy said premises except as such use and enjoyment may be inconsistent with the rights and privileges herein granted to Grantee, its successors and assigns.

Cass County

Grantee shall pay for any damages to growing crops, trees, shrubbery, fences or buildings upon said premises where such damages arise from the exercise by Grantee of the rights herein granted; if Grantor and Grantee are unable to agree upon the amount of such damages, the same shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantor, one by Grantee and the third by the two appointed as aforesaid; the written award of such three persons shall be conclusive and binding upon the parties hereto.

Grantee shall bury said pipeline below plow depth and shall replace or rebuild to its pre-existing condition any part of any drainage system damaged by Grantee in the exercise of its rights hereunder.

This instrument, and the covenants and agreements herein contained, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

This grant is made with the knowledge that no representative, agent or other party securing this grant on behalf of Grantee has been given authority to make any promise or agreement, oral or written, concerning the subject matter hereof which is not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this instrument.

Dated this 14 day of August, 1961.

Leo R. Sullivan Right of Way Agent Leo R. Sullivan "Grantor"

Richard E.Spangler Richard E.Spangler

Marjorie Ann Spangler Marjorie Ann Spangler

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STATE OF Nebraska )
)SS.
COUNTY OF Cass )
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On this 14 day of Aug., A.D., 1961, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared Richard E.Spangler and Marjorie Ann Spangler to me personally known to be the identical persons named in and who executed the foregoing instrument and duly acknowledged the execution of same as their voluntary act and deed.

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

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Carl P.Ofe
(CARL P.OFE
(NOTARIAL SEAL
                                                        Title: Carl P.Ofe NotaryPublic
(COMMISSION EXPIRES
(MAY 27, 1963
(CASS COUNTY, NEBRASKA)
                                                        My commission expires: May 27,1963
* * * * * * * * * * * *
EASEMENT
                                                          Filed September 8, 1961 at 8:30 A.M.
                                                          Lucille Horn Gaines
Lena Betts et al
                                           COMPARED
                                                          Register of Deeds
                                                           $2.50 🔍
Northern Gas Products Company
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Neb-Cs-8 PIPELINE EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of One Dollar (\$1.00) per lineal rod of pipeline constructed upon the premises described below, payment of which is to be made when the location of said pipeline has been established and surveyed, and the further consideration of the performance by Grantee of the covenants and promises by it herein made.