

MISCELLANEOUS RECORD No. 8

W. B. ... Co.
Notary Public

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.

JOS. E. STRAWN NOTARIAL SEAL #
SARPY COUNTY, NEBRASKA #
COMMISSION EXPIRES DEC. 18, 1937 #
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Jos E Strawn
Notary Public in and for Sarpy County.

my commission expires the 18th day of December, 1937

GEORGE RAHN ET AL

TO
MISSOURI VALLEY PIPE LINE CO.
Easement \$1.60 Pd.

Filed May 11, 1935 at 10 o'clock A. M.

J.P. ...
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That we, George Rahn and Amanda Rahn, his wife, William Rahn and Matilda Rahn, his wife, Anne Knapp and Theodore Knapp, her husband and Henry Rahn and Marie Rahn, his wife of the County of Sarpy and State of Nebraska, for and in consideration of the sum of Fifty Center (50¢) per lineal rod, receipt of one Dollar (\$1.00) of which consideration is hereby acknowledged and the balance of which is to be paid when and as the location of pipe lines over and through the lands to be occupied hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the Grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY, OF NEBRASKA, a corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, including telegraph and telephone lines (solely for use in connection with such lines) over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

Southeast Quarter (SE 1/4) of Section Twentythree (23) Township Fourteen (14), North Range Twelve (12) East of the 6th P.M.

TO HAVE AND TO HOLD unto said MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing maintaining and replacing the property of the Grantee located thereon, or the removal thereof, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that Grantors are hereby granting the uses herein specified without divesting Grantors of the rights to use and enjoy said above described premises, subject only to the right of the Grantee to use the same for the purposes herein expressed.

Payment of the balance due hereunder may be made to any one of the undersigned for all, or may be paid into the Banking House of A.W. Clarke Bank at Papillion, Nebraska for the credit of the Grantor herein.

As a further consideration for this grant, the Grantee herein agrees as follows:

- (1) That it will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to Grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of which shall be appointed by the Grantors, one by the Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, **conclusive** and binding upon the parties hereto.
- (3) That Grantee, upon written application by the Grantors will make or cause to be made, a tap in any gas pipe line constructed by Grantee upon the above described premises for the purpose of supplying gas to Grantors for domestic purposes only and not for re-sale, and for use upon the above described 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 Grantors according to the rules and regulations of the Grantee. Said tap will be provided by Grantee from its main line or any of its laterals closest to the premises to be served

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and gas to be taken under such tap arrangement shall be measured and furnished at such price and under such rules and regulations of the Grantee applying to rural domestic consumers and such price shall not exceed that charged for similar service to domestic consumers of incorporated towns in the same locality served from the line of Grantee or any vendee of Grantee.

(4) That Grantee will replace or rebuild to the satisfaction of Grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises. If telephone and Telegraph lines above referred to are constructed at any time, same shall be placed along the road, fence or property line of grantor's land.

IN WITNESS WHEREOF we have hereunto set our hands this 27th day of April 1927

George Rahn
Amanda Rahn
William Rahn
Matilda Rahn
Anna Knapp, Theodore Knapp
Henry Rahn, Marie Rahn

Witness
Jos. E. Strawn

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 27th day of April A.D. 1927, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came George Rahn and Amanda Rahn, his wife, William Rahn and Matilda Rahn, his wife, Anna Knapp and Theodore Knapp, her husband and Henry Rahn and Marie Rahn, his wife to me known to be the identical persons whose names are subscribed to the for going 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.

JOS. E. STRAWN NOTARIAL SEAL
SARPY COUNTY, NEBRASKA. #
COMMISSION EXPIRES DEC. 18, 1927 #
#####

Jos E Strawn
Notary Public in and for Sarpy County

My commission expires the 18th day of December 1927

JACOB W. PFLUG & WF :
TO :
MISSOURI VALLEY PIPE LINE CO. :
Easement \$1.60 Pd. :
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Filed May 14, 1927, at 10 o'clock A. M.

J. E. Strawn
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That We, Jacob W Pflug and Caroline E. Pflug his wife of the County of Sarpy and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and the balance of which is to be paid when and as the location of pipe lines over and through the lands to be occupied hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the Grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, including telegraph and telephone lines (solely for use in connection with such lines) over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

North Half (n¹/₂) of the Southeast Quarter (S.E.¼) of Section Fourteen (14) Township Fourteen (14) North, Range Twelve (12) East of Sixth P. M.

TO HAVE AND TO HOLD unto said MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the Grantee located thereon, or the removal thereof, in whole or in part, at the will of the Grantee;