

## MISCELLANEOUS RECORD No. 12

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 of constructed above ground shall be built along property or fence lines.

Dated this 3rd day of January, 1946.

Wm. Ruser (Seal)  
(Seal)  
(Seal)  
(Seal)

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3rd day of January, 1946, personally appeared William Ruser, (Single), to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

W. L. Cockrell  
Notary Public.

W.L. COCKRELL NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES MAR. 15, 1948  
My Commission expires Mar. 15th, 1948.

MAUD A. FRAZEUR :  
TO :  
GREAT LAKES PIPE LINE CO. :  
Rt. of Way \$1.30 P.C. :  
Form 80 :  
Rev. 8-45

Filed February 14, 1946 at 1 o'clock P.M.

*James R. Ruser*  
County Clerk

## RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar (\$5.00) to me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Maud A. Frazeur, (widow), does 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 Sarpy and State of Nebraska, and described as follows: E $\frac{1}{2}$  SE $\frac{1}{4}$ , Sec 16 T. 13- R. 13E- except 9.12 Acres in Northwest corner thereof; and Tax Lots 3, 4 and 1:A, in Section 21- T. 13- R. 13E-

The said grantor her 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.

## MISCELLANEOUS RECORD No. 12

Dated this 26th day of November, 1945.

Maud A. Frazeur (Seal)  
(Seal)  
(Seal)  
(Seal)STATE OF NEBRASKA )  
(ss.  
COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 26th day of November, 1945, personally appeared Maud A. Frazeur, a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

W. L. Cockrell  
Notary Public

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W. L. COCKRELL NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES MAR. 15, 1948  
\*\*\*\*\*  
My Commission expires March 15th, 1948.

FRED SCHNECKLOTH &amp; WP. :

TO :

Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE CO.:

Rt. of Way \$1.15 Rd. :

County Clerk

REV. 30-15

## RIGHT OF WAY AGREEMENT

For and in consideration of the sum of five & 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, Fred Schneekloth & Mary E. Schneekloth, husband & 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 Sarpy and State of Nebraska, and described as follows: NE 1/4 & SW 1/4 & W 1/2 of SE 1/4, Sec. 16, Twp. 13-R. 13.

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.

Dated this 26 day of November, 1945.

Fred Schneekloth (Seal)  
Mary E. Schneekloth (Seal)  
(Seal)  
(Seal)STATE OF NEBRASKA )  
(ss.  
COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 26th day of November, 1945, personally appeared Fred Schneekloth and Mary E. Schneekloth, 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.

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W. L. COCKRELL  
NOTARIAL SEAL  
SARPY COUNTY, NEB- \* W. L. Cockrell  
COMMISSION EXPIRES MAR. 15, 1948  
\*\*\*\*\*  
Notary Public,

My Commission expires March 15, 1948.