

MISCELLANEOUS RECORD No. 97

14. Right-of-Way Grant)
 Emily Harrier)
 to)
 Missouri Valley Pipe Line)
 Company of Nebraska)

KNOW ALL MEN BY THESE PRESENTS: That Emily Harrier, a single woman, of Valley, of the County of Douglas 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 Douglas and State of Nebraska, to-wit:

The South 31.74 acres of the West 71.74 acres of Southwest Quarter (SW $\frac{1}{4}$) of Section 30, Township 16, Range 10.

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 Grantor hereby granting the uses herein specified without divesting Grantor 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 Valley State Bank at Valley, 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 Grantor 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 Grantor, 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 Grantor 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 Grantor 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 Grantor 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, 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.

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(4) That Grantee will replace or rebuild to the satisfaction of Grantor or of her 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.

Telegraph and telephone lines, if any, to be constructed along outside fence lines or along highways.

IN WITNESS WHEREOF we have hereunto set our hands this 19th day of August, 1931.

Witness:

Emily Harrier

J. Curtis Starr

By Mrs. Emma L. Harrier, Guardian.

State of Nebraska,)
County of Douglas.) ss.

On this 21st day of August A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Emma L. Harrier, Guardian of Emily Harrier, a single woman, to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as her voluntary act and deed.

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

T. F. Green,

Notary Public in and for Douglas County.



My commission expires the 26th day of January, 1935.

State of Nebraska,)
County of Douglas.) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 1st day of October, A. D., 1931, at 10:00 o'clock A. M.

Harry Pearce,

Register of Deeds.

Compared by R&G.

15. Right-of-Way Grant)
Fred Fagerquist & Wf.)
to)
Missouri Valley Pipe Line)
Company of Nebraska.)

KNOW ALL MEN BY THESE PRESENTS: That Fred Fagerquist and Amanda Fagerquist, his wife, of Valley, of the County of Douglas 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 consid-

eration 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 Douglas and State of Nebraska, to-wit:

East seventy (70) acres of SW 1/4 of Section 30, Township 16, Range 10.

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