

Easement

August D. Meyer

to

Missouri Valley Pipe Line Co. of Nebr.

Filed August 30, 1930 at 8:10 A. M.

U. H. Franklin, County Clerk.

STATE OF NEBRASKA }

ss.

County of Seward }

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Forty Two and 50/100(\$42.50) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto or to cause to be constructed, maintained and operated pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith or to cause to be constructed, maintained and operated telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands, situated in Seward County, State of Nebraska, to-wit:

North East Quarter ($\frac{1}{4}$) of section thirteen (13) Township ten (10)

North Range Three (3) East Sic (5) P. M.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

If a telegraph or telephone line be constructed under this grant the poles shall be placed in the fence lines around said tract and not across said lands.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 25 day of July A. D., 1930

Signed And delivered in the presence of
the undersigned witnesses:

August D Meyer

J. E. Findley

P. G. Moorberg
Right of Way Agent.

STATE OF NEBRASKA }

Seward County }

ss.

On this 26 day of July, A. D. 1930, before me, the undersigned

J. E. Findley a Notary Public, duly commissioned and qualified

for and residing in said county personally came August D Meyer (Single) to me known to be the identical person whose name affixed to the foregoing instrument as grantor and acknowledged the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

J. E. Findley Notary Public.

:J. E. Findley Notarial:
:Seal Commission Expires
:July 29, 1935 Seward :
:County, Nebraska :

My commission expires the 29 day of July 1935.