

# RIGHT OF WAY GRANT

(MISSOURI VALLEY PIPE LINE CO. OF NEBR.-CONTAINS 843 PRINTED WORDS.)

7.

185555-OMAHA PRINTING CO., OMAHA

FROM  
FRANK HOFFMAN & WF.

TO  
MISSOURI VALLEY PIPE LINE COMPANY  
OF NEBRASKA

STATE OF NEBRASKA, } ss.

Saline County,  
and filed for record in the Register of Deeds' office of said County, the 27<sup>th</sup>  
day of October 1930, at 9 o'clock and  
minutes, A.M., and recorded in Book 77 page -7- of  
Deeds.

MAYME C. BROZ,----- Register of Deeds,  
Deputy.

STATE OF Nebraska COUNTY OF Saline } ss.  
KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto including telegraph and telephone lines (solely for use in connection with such pipe lines) over and through the following described lands situate in Saline County, State of Nebraska, to-wit: The West one-half of the southwest quarter (W $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Six (6), North of Range Four (4) east of the Sixth P. M.

more fully described in deed - from - to -  
recorded in Volume , Page Deed Records of said County, to which reference is here made for further description.

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

The consideration for this grant is the sum of Twenty-five cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Bank at for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

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 6th day of September, A. D. 19 30 .

Frank Hoffman.

Rose Hoffman

Stanley Bartos  
Right of Way Agent.

STATE OF NEBRASKA, } ss.

COUNTY OF SALINE,

Stanley  
Bartos  
Notarial Seal  
Saline  
County,  
Nebraska

(SEAL)

On this 6th day of September A. D. 19 30, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Frank Hoffman and Rose Hoffman, husband and wife to me known to be the identical person s whose name s are subscribed to the foregoing instrument as Grantor s 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.  
Stanley Bartos

My commission expires the 29th day of February 19 35 .  
Notary Public in and for County.

STATE OF } ss.

COUNTY OF

On this day of A. D. 19 , before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

to me known to be the identical person whose name subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as voluntary act and deed.

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

(SEAL)

My commission expires the day of 19 .  
Notary Public in and for County.

STATE OF } ss.

COUNTY OF

On this day of A. D. 19 , before me, a commissioned and qualified in and for said County, personally came the above named of , Secretary,

of , who are personally known to me to be the identical persons whose names are affixed to the above Deed as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS, my hand and official seal at in said County, the date aforesaid.

My commission expires the day of 19 .  
Notary Public.