# MISCELLANEOUS RECORD No. 8

T. J. HYSHAM & WF :
TO :
MISSOURI VALLEY PIPE LINE CO.:
Easement $2.20 Pd. :
- - - - - - - - - - - - - - - - :

Filed January 27, 1932, at 10 o'clock A.M.
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That T. J. Hysham and Ada B. Hysham, husband and wife, of the County of Montgomery, State of Iowa, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of One---Dollars, of which is hereby acknowledged and other valuable considerations and the further consideration of the performance of the convenants and and agreements by the Grantee as hereinafter set out and expressed, do hereby GRANT, REMISE, SELL and CONVEY unto the MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate one (1) Gas Pipe Line and appurtenances thereto, including one telegraph and telephone line (solely for use in connection with said pipe line and to be located thereon and the poles and wires thereof to be of such height and construction as not to interfere with the use of the hereinafter described premises in any manner whatsoever) over and through the following described lands situated in the County of Sarpy and State of Nebraska; said RIGHT, PRIVILEGE and EASEMENT shall not be over three feet in width and shall run in a Northerly and Southerly direction over the following land to-wit:

"The Northwest Quarter (NW¼) of Section No. Thirty four (34) excepting the Union Pacific Railroad Right of Way and all that part of the South one-half (S½) of the Southwest Quarter (SW¼) ~~of the Southwest Quarter (SW¼)~~ of Section No. Twenty-seven (27) lying South of the Union Pacific Railroad Right of Way all being in Township No. Fourteen (14) North, Range Thirteen (13) East."

TO HAVE AND TO HOLD unto said MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, its successors and assigns, so long as such pipe line, and appurtenances thereto, shall be maintained, together with the right of ingress/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, their heirs and grantees, of the rights to use and enjoy said above described premises, subject only to the right of the Grantee to use the ... or 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 _____ Bank at _____ 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, their heirs and grantees, any damages which may arise from time to time, to growing crops, trees, Shubbery, fences or buildings from the construction, maintenance or operation of said pipe line, 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, their heirs, and grantees, 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 and upon the following described premises, only, to-wit:- That part of the Northeast Quarter (NE¼) of Section No. Thirty-three (33) lying North of Papillion Drainage Ditch; also the southeast Quarter of the Northeast Quarter (SE¼ NE¼) and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southeast Quarter (SE¼) of Section No. Twenty-eight (28) all being in Township No. Fourteen (14), Range Thirteen (13) in Sarpy County, Nebraska. 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, 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 and keep in repair to the satisfaction of Grantors, their heirs and grantees, 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 line under and through the above described premises.

IN WITNESS WHEREOF we have hereunto set our hands this 22nd day of January, 1932.

T. J. Hysham

Ada B. Hysham

WITNESS:
Lloyd E. Billings

STATE OF IOWA, Montgomery County, ss:

On this 22nd day of January A.D. 1932, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came T. J. Hysham and Ada B. Hysham, husband and wife, to me known to be the identical persons whose names are subscribed 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.

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EVA MEYER NOTARIAL SEAL #
IOWA #
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Eva Meyer
Notary Public in and for Montgomery County, Iowa.

My commission expires on the 4th day of July, 1933.

TAYLOR JARMAN & WF :
TO :
CONTINENTAL OIL CO., :
Lease $1.05 Pd. :

Filed January 28, 1932 at 10 o'clock A.M.

J. Spencer
County Clerk

LEASE

THIS LEASE made this 14 day of October, 1931, by and between Taylor Jarman First Party and Kathryn Jarman his wife, at _____City of Springfield State of Nebraska (hereinafter called "Lessor", whether one or more), and CONTINENTAL OIL COMPANY, a Delaware corporation, Second Party, (hereinafter called "Conoco").

WITNESSETH:

That in consideration of the agreements of Conoco herein contained, Lessor hereby leases to Conoco the following described premises situated in the County of Sarpy in the State of Nebraska to wit:

A tract of ground where gasoline pumps and tanks are located and the north room (ten feet by twenty feet) of the main building more particularly described as being located on NE¼ of NW¼ of the SE¼ 26-14-10 Sarpy county State of Nebraska. A more general description of the above gasoline equipment, driveway and building used as a service station as being located at the cross section of the old D.L.D. highway and the new paved D.L.D. highway at the above described property.

together with all improvements, fixtures, machinery and equipment thereon or connected therewith, (except equipment covered by that certain Loaned Equipment Agreement made by Conoco herein to Lessor, dated _____19__, the equipment covered by said last mentioned agreement to be considered as in the possession of Conoco from the time that this lease become effective, and said equipment not being covered by this lease) the same being now held under lease and operated by Lessor as a gasoline service station, from the 1st (first) day of September 1931 to the 1st day of November 1932, subject to termination as hereinafter provided, Conoco to pay therefor as rental an amount equal to one (1) cent for each gallon of gasoline sold at said premises by Conoco or its agents or assigns. Payments of said rental are to be made to First Party on or before the 15th day of the month following the month in which the gasoline is sold. Conoco shall keep such books and records as will accurately show the number of gallons of gasoline sold at the demised premises and will permit Lessor to examine and inspect such books and records at any time and from time to time, when Lessor desires so to do. That Conoco shall, with reasonable diligence, install its pump and tank equipment on said premises, or accept such pumps and tanks owned by Lessor as are now located on said premises, and commence deliveries of gasoline into such pump and tank equipment of Conoco or Lessor, as the case may be, provided Lessor shall cause all other pumps and tanks not so accepted by Conoco to be removed from said premises. No rental shall become due hereunder for any period prior to the