

MISCELLANEOUS RECORD No. 8

ARTHUR G. PFLUG & WF

TO : Filed May 14, 1932, at 10 O'clock A. M.

MISSOURI VALLEY PIPE LINE CO. :

Easement \$1.60 Pd. :

County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That We, Arthur G. Pflug and Mrs. Johanna Pflug, his wife, 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 Serry and State of Nebraska, to-wit:

the North Half (N¹/₂) of the Northeast Quarter (N.E. 1¹/₄) of Section Fourteen (14)

Township Fourteen (14) North, Range Twelve (12) East of the Sixth P.

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 Grantors are 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 Live Stock National Bank at So. Omaha, Nebr 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 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 Grantors, one by the Grantee, and the third to be selected by the two appointed 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 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 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 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 to the satisfaction of Grantors 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 lines under and through the above described premises.

If telephone an/or telegraph lines above referred to are constructed at any time same shall be placed along the road or property line of grantor's land.

IN WITNESS WHEREOF we have herunto set our hands this 3rd day of May 1932.

Arthur G. Pflug

Mrs Johanna Pflug

Witness:

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 3rd day of May A.D. 1932, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Arthur G. Pflug and



MISCELLANEOUS RECORD No. 8

Mrs. Johanna Pflug, his 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.

LUCILLE M. HARRIS NOTARIAL SEAL #
DOUGLAS COUNTY, NEBRASKA #
COMMISSION EXPIRES OCT. 8, 1935 #
#####

Lucille M. Harris
Notary Public in and for Douglas County.

My commission expires the 8th day of October 1935

DIEDRICH HOLST

TO
MISSOURI VALLEY PIPE LINE CO.
Easement of 05 P.

Filed May 11, 1935, at 10 o'clock A.M.

County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Diedrich Holst, a widower of the County of _____ and State of _____, 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, over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 35, Township 14, Range 17, east of the 6th P. M. (excepting therefrom the following described tracts or parts thereof to-wit: Commencing at the southwest corner of said quarter section and running thence east 77 rods, thence north 123.52 rods, thence west 77 rods, and running thence south 136.52 rods to place of beginning, also excepting center near the northeast corner of said quarter section, which is described as follows, to-wit: Commencing at a point 1.75 chains south of the quarter section corner on the east side of said Section 35 and running thence south on the section line 11.50 chains, thence south 84 degrees west 7.50 chains, thence north 4 degrees west 11.50 chains, thence north 84 degrees east 8.50 chains to place of beginning, and containing 10 acres more or less said exception also being known as Tax Lot 13 in said section), Subject to easement of Public Highway affecting the same, the tract hereby conveyed being also known as Tax Lot 13 in said Section.

Also the following described land to-wit: Commencing at the Southwest corner of Section 38, Township 14, Range 13, and running thence east 27 $\frac{1}{2}$ rods more or less to the west line of the Mission Reserve, thence north along said Mission Reserve line 37.25 chains to a point 2.75 chains south of the quarter section line, thence west 27 $\frac{1}{2}$ rods to the section line, thence running south on said section line, to the point of beginning, same also being known as Tax Lot 6 in said Section 38.

Also the following tract to-wit: Commencing at the Northwest corner of the Mission Reserve which said corner is in the Southwest Quarter (SW $\frac{1}{4}$) of Section 36, Township 14, North, Range 13, east of the 6th P. M. and running thence north 11 rods, thence west 27 rods to the quarter section corner, thence south 11 rods and running thence east 27 rods, more or less to the point of beginning, the same being also known as Tax Lot 5, in said Section 36, and said tax lots 5 and 6 in said Section 36, are also subject to public roads, the said land hereby conveyed containing 152 $\frac{1}{2}$ acres more or less.

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;

San - Nov. 14 - 1935
Clerk - M. J. ...