

MISCELLANEOUS RECORD No. 8

or may be paid into the Bank at _____ for the credit of the Grantor herein.

(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 as aforesaid, and the written award of such three persons shall be final, conculsive 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.

IN WITNESS WHEREOF, we have hereunto set our hands this 22d day of December, 1931.

Gilbert F. Dunn

Annie Dunn

Witness:

W.J.Scoutt

STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

On this 22d day of December, A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Gilbert F. Dunn and Annie Dunn, his wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor 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.

G.E. COLLINS NOTARIAL GENERAL SEAL #
SARPY COUNTY, NEBRASKA COMMISSION#
EXPIRES NOV. 28, 1933 #
My commission expires the ___ day of ___ 193__

G.F. Collins
Notary Public in and for Sarpy County.

EDWARD GILBERT ET AL :
TO :
MISSOURI VALLEY PIPE LINE CO.:
Easement \$1.70 Pd. :

Filed January 22, 1932, at 10 o'clock A.M.

[Signature]
County Clerk

KNOW ALL MEN BY THESE PRESENTS:
That Edward Gilbert and Ada A. Gilbert both unmarried, James W. Gilbert, single, of the County of Sarpy 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

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in connection with such lines) over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

Tax Lots 13A2 and 13a3a in the Northeast Quarter (NE $\frac{1}{4}$) of Section 21, Township 14, Range 13, more particularly described as follows, to-wit: Beginning at a point 3 rods north of the Southeast (SE) corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 21, running thence west 1320 feet; thence north 2425.4 feet; thence east 1320 feet; thence south 2425.4 feet to the place of beginning, containing 73.63 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; it being the intention hereto that Grantors are hereby granting the uses herein specified without divesting Grantors 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 _____ 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 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 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 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.

It is specifically agreed that grantee shall at all times maintain a covering of at least thirty (30) inches of dirt above the top of said pipe line.

IN WITNESS WHEREOF we have hereunto set our hands this 14th day of December, 1931.

Witness:
W.J.Scott

Edward Gilbert
Ada A. Gilbert
James W. Gilbert

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 16th day of December A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edward Gilbert and Ada A. Gilbert, both unmarried to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor 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.

RUTH M. STRAWN NOTARIAL SEAL #
SARPY COUNTY, NEBRASKA #
COMMISSION EXPIRES FEB. 4, 1935 #

Ruth M. Strawn
Notary Public in and for Sarpy County,

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My commission expires the _____ day of _____ 193_____

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 28th day of December, A.D. 1931, before me, the undersigned duly commissioned

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and qualified authority in and for said county and state, personally came James W. Gilbert Single 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 his voluntary act and deed.

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

JOS.E.STRAWN NOTARIAL SEAL #
SARPY COUNTY, NEBRASKA #
COMMISSION EXPIRES 193 #
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Jos. E. Strawn
Notary Public in and for Sarpy County.

My commission expires the 18th day of December 1931.

EVERETT L. LIVELY & WF :
TO : Filed January 22, 1932, at 10 o'clock A.M.
MISSOURI VALLEY PIPE LINE CO. :
Easement \$1.60 Pd. :
----- :
County Clerk

J. E. Strawn

County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That Everett L. Lively and Edna Mae Lively his wife of the County of Sarpy 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, over and through the following described lands situated in the County of Sarpy and State of Nebraska, to-wit:

Part of Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 14, Range 13, lying North of the Union Pacific Railroad Right of Way

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 Grantors 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 _____ 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 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 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 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