

# MISCELLANEOUS RECORD NO. 12

12-632

6. That after completing the record there will be due this Court as balance of administration costs, the sum of \$15, to the Papillion Times, for legal publications, \$18.43 and to Wm. R. Patrick for legal services in the administration of said estate the sum of \$25, and that said Executrix should be allowed the sum of \$111.69 for her services as such.

IT IS THEREFORE CONSIDERED AND DECREED: That said administration account be and hereby is approved, settled and allowed as filed; that all further claims against said estate hereby are forever barred; that said executrix pay this court \$15 as balance of administration costs; to the Papillion Times \$18.43; to Wm. R. Patrick, \$25, and the sum of \$111.69 as fee of executrix; and that upon the payment of said amounts, and upon the presentation and approval of vouchers showing compliance with this decree, said executrix be discharged from her trust.

Harvey A. Collins

County Judge

(Seal)

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA  
(Certified Copy of Record)

STATE OF NEBRASKA )  
( ss.  
County of Sarpy )

I, Harvey A. Collins, Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

"LAST WILL AND TESTAMENT and  
DECREE ON FINAL ACCOUNT"

Re:

Estate of FRED BALL, Deceased

with the original records thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 23 day of February, A.D. 1946.

HARVEY A. COLLINS

Judge of the County Court

By Vera Anderson

Clerk of the County Court

\*\*\*\*\*  
SEAL OF THE COUNTY COURT \*  
SARPY COUNTY, NEBRASKA \*  
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PETER HANSEN & WF.  
TO

Filed February 28, 1946 at 10 o'clock A. M.

GREAT LAKES PIPE LINE CO.

Rt. of Way \$1.15 Pd.

Form 80 Rev. 3-25

RIGHT OF WAY AGREEMENT

County Clerk

For and in consideration of the sum of Five and no/100 Dollars (\$5.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Peter Hansen and Marie Hansen, his wife, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands, situate in the County of Sarpy and State of Nebraska, and described as follows:

S $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec 24 Twp 14N R 12E

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines,

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cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall follow the property or fence lines.

Dated this 11th day of February, 1946.

Peter Hansen (SEAL)

Marie Hansen (SEAL)  
(SEAL)  
(SEAL)

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 11th day of February, 1946, personally appeared Peter Hansen and Marie Hansen, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Ruth M. Strawn  
Notary Public

My commission expires Feb. 6, 1947

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RUTH M. STRAWN NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES FEB. 6, 1947 \*  
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ELSIE M. UHE

TO

GREAT LAKES PIPE LINE CO. :  
Rt of Way \$1.15 Pd. : ✓

Filed February 28, 1946 at 10 o'clock A. M.

*Bessie D. Tice*  
County Clerk

Form 80

Rev. 8-45

## RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollars (\$5.00) to her in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Elsie M. Uhe, a widow, does hereby grant, to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over the through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows:

SW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec 19, Twp 14 N R 13E

The said grantor her heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall be built along property or fence lines.

Dated this 20th day of February, 1946

Elsie M. Uhe (SEAL)  
(SEAL)  
(SEAL)