

# MISCELLANEOUS RECORD No. 97

2. Right-of-Way Grant

Peter Reilly & Wf.  
 to  
 Missouri Valley Pipe Line Co.  
 of Nebraska

} KNOW ALL MEN BY THESE PRESENTS: That Peter Reilly and Pearl  
 Reilly, 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 Remise, 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 Douglas and State of Nebraska, to-wit:

East One-half (½) of the Northeast Quarter (NE¼) of Section 11, Township 15, Range 10, and the North One-half (N½) of Section 12, Township 15, Range 10.

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 Grantor 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 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 Grantor 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 Grantor, 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 Grantor 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 Grantor 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 Grantor 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 Grantor or of representative any and all damaged parts of all drainage systems, the damage to which shall be

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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 31st day of October, 1931.

Witness: Peter Reilly  
G. J. Southard Pearl Reilly

State of Nebraska, )  
County of Douglas, ) ss. On this 31st day of October, A.D., 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Peter Reilly and Pearl Reilly, 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 his voluntary act and deed.

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



G. J. Southard,  
Notary Public in and for  
Douglas County.

My commission expires the 29 day of May, 1936.

State of Nebraska, )  
County of Douglas, ) ss. Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 4th day of November, A. D., 1931, at 8:00 o'clock A. M.  
Harry Pearce,

Register of Deeds.

Compared by R&G.

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Certified Copy of )  
Mortuary Record. )  
Phoebe O'Donnell )  
to )  
Whom It May Concern )

No. 3228  
BUREAU OF VITAL STATISTICS  
Omaha, Nebraska.

Omaha, Nebraska, 10-30, 1931

I HEREBY CERTIFY, that the following is a true and correct copy of the Mortuary Record of the City of Omaha, County of Douglas, State of Nebraska:

Name: William H. Anderson  
Sex: Male Color: White  
Age: 53 Years 2 Months 15 Days  
Place of Birth Pa.  
Conjugal Condition: married (Florence Vickery)  
Occupation: Foreman U.P.Ry.  
Residence Number: 2862 Whittemore Street, Omaha, Nebraska  
Date of Death, Year: 1930 Month October Day 19th  
Place of Death, Number: 2862 Whittemore St., Omaha, Nebraska  
Cause of Death: Cirrhosis of Liver  
Medical Attendant: G. F. Bantzen  
Undertaker: Brailley-Dorrance  
Interment: Forest Lawn Cemetery

Phoebe O'Donnell,  
Registrar.

