

MISCELLANEOUS RECORD No. 8

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

MARTIN E. LARSON NOTARIAL SEAL #
DOUGLAS COUNTY, NEBRASKA #
COMMISSION EXPIRES JULY 31, 1934 #
#####

Martin E. Larson
Notary Public in and for Douglas County.

My commission expires the 31st day of July 1934.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 17th day of March A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Alice I. Rohring and Fred Rohring 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.

MARTIN E. LARSON NOTARIAL SEAL #
DOUGLAS COUNTY, NEBRASKA #
COMMISSION EXPIRES JULY 31, 1934 #
#####

Martin E. Larson
Notary Public in and for Douglas County.

My commission expires the 31st day of July 1934.

EDWARD J. UPJOHN :
TO : Filed January 16, 1931 at 10 o'clock A.M.
MISSOURI VALLEY PIPE LINE CO. :
Easement \$1.60 Pd. :
----- :
County Clerk

STATE OF NEBRASKA)
COUNTY OF SARPY) ss. KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto (solely for use in connection with such pipe lines) over and through the following described lands situate in Sarpy county, state of Nebraska to-wit:

North Half of Northeast Quarter (N $\frac{1}{2}$ of NE 4) Section Fifteen (15) And North Half of South Half of Northeast Quarter (N $\frac{1}{2}$ of S $\frac{1}{2}$ of NE 4) Section Fifteen (15); All in Township Thirteen (13); Range Thirteen (13) more fully described in deed from _____ to _____ recorded in Volume _____, Page _____ Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, lines: said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line

Recorder note: This paragraph should be placed here.

be laid under this grant at any time, the sum of Fifty cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

The consideration for this grant is the sum of Fifty cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Livestock Nat'l Bank at So Omaha Nebr for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

IT IS HEREBY UNDERSTOOD THAT PARTY SECURING THIS GRANT IN BEHALF OF GRANTEE IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

WITNESS the execution hereof on this the 3rd day of March A.D. 1931.

L. E. Achterberg
Right of Way Agent.

Edward J. Upjohn
E. J. Upjohn

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 3d day of March A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edward J. Upjohn (widower) 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.

A.H.HOOD NOTARIAL SEAL #
SARPY COUNTY, NEBRASKA #
COMMISSION EXPIRES MAY 23, 1931 #
#####

A. H. Hood
Notary Public in and for Sarpy County.

My commission expires the 23d day of May 1931

Grantor further agrees that upon written application to the grantee it will make or cause to be made a tap on any gas pipe line constructed by the grantor on grantable premises for the purpose of supplying gas to the grantee for domestic purposes only and not for resale and not use on grantor's premises only. All connections required with the exception of the meter which is to be furnished and owned by grantor, shall be furnished and paid for by grantor according to the rules and regulations of grantee. Grantee will provide the said tap from the tap arrangement shall be measured and furnished at the same price and under the same rules and regulations as prevail in the nearest city or town as pertains to domestic customers served from those of grantee or any member of grantee for similar service to domestic customers.

EMSLEY E. HOUSTON & WF :
TO : Filed January 16, 1932 at 10 o'clock A.M.
MISSOURI VALLEY PIPE LINE CO. :
Easement \$1.60 Pd. :
----- :
County Clerk

J. J. Spearman
County Clerk

Pt Rec
36-274

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby GRANT, SELL and CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto (solely for use in connection with such pipe lines) over and through the following described lands situate in Sarpy county, state of Nebraska, to-wit:

Tax lot A in Section Twenty seven (27); Township Thirteen (13); Range Thirteen (13)

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages, which may arise