

MISCELLANEOUS RECORD No. 12

therefore the executor be discharged.

BRYCE CRAWFORD
County Judge

ENDORSED: Filed, July 23, 1934,
BRYCE CRAWFORD, County Judge.

COUNTY COURT
DOUGLAS COUNTY
Robert R. Troyer, Judge
OMAHA, Nebr.

STATE OF NEBRASKA, }
County of Douglas } ss.

I, ROBERT R. TROYER, County Judge of Douglas County, Nebraska, do hereby certify that I have compared the foregoing copy of WILL, CERTIFICATE, LETTERS TESTAMENTARY AND DECREE ON FINAL ACCOUNT, in the matter of the Estate of JOHN VOSS, SR., Deceased, with the original record thereof, now remaining in said court; that the same is a correct transcript thereof, and of the whole of said original record, that I have the legal custody and control of said original record; that said court is a court of record, has a seal, and that said seal is hereto affixed; and that the foregoing attestation is in due form according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Omaha, this 8th day of February A. D., 1946.

ROBERT R. TROYER
County Judge.

By Joseph J. Felitz
Clerk of the County Court.

SEAL OF THE COUNTY COURT
DOUGLAS COUNTY, NEBRASKA

ALBERT FRICKE

TO

Filed February 14, 1946 at 1 o'clock P.M.

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

County Clerk

Form 80
Rev. 8-45

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and 00/100 Dollars (\$5.00) to me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Albert Fricke, a single man, 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 and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows: The NW 1/4 of Section 24, Twp. 14 N., R. 12E.

The said grantor his 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 follow the property or fence lines.

Dated this 26th day of November, 1945.

Albert Fricke

(SEAL)
(SEAL)
(SEAL)

MISCELLANEOUS RECORD No. 12

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 26th day of November, 1945, personally appeared Albert Fricke, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Guy E. Tate
Notary Public.

GUY E. TATE NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 14, 1951 *

My Commission expires July 14, 1951.

HARRY A. FOSTER & WF.

TO

Filed February 14, 1946 at 1 o'clock P.M.

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

D. J. Tate
County Clerk

Form 80
Rev. 8-24-45
RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar (\$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, Harry A. Foster and Pauline L. Foster, 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:

E₂ of NE₂ Sec. 23-Twp 14-R 12

It is agreed that the pipe line shall not be constructed closer than 300 feet to any buildings on said property. It is also understood if the pipe line is not constructed within three years from date this easement is void.

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, 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.

Telephone and Telegraph lines if constructed above ground shall be placed along fence lines or property lines.

Dated this 3rd day of January, 1946.

Harry A. Foster (Seal)
Pauline L. Foster (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3 day of January, 1946, personally appeared Harry A. Foster and Pauline L. Foster, husband and 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