

## MISCELLANEOUS RECORD No. 8

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this 14<sup>th</sup> day of March, A.D. 1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came James Vrchlasky and Mary Vrchlasky (Husband and Wife) 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:

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A. H. HOOD NOTARIAL SEAL #  
SARPY COUNTY, NEBRASKA #  
COMMISSION EXPIRES MAY 13, 1931 #  
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My commission expires the 13<sup>th</sup> day of May 1931.

A. H. Hood

Notary Public in and for Sarpy County.

GEORGE M. GREENE & VF :  
TO : Filed January 16, 1931, at 10 o'clock A.M.  
MISSOURI VALLEY PIPE LINE CO.:  
Easement \$1.75 Pd.. :  
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*S. J. Peacock*  
County Clerk

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

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 over and through the following described lands situate in Sarpy county, state of Nebraska, to-wit:

Lot 31 and all that part of lot 12 of the Butterfields subdivision lying north of the middle of the main channel of Papillion Creek as surveyed, platted, and recorded; also all that part of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and also all that part of SE $\frac{1}{4}$ , all in Section 10, Township 13, Range 13, lying north and east of middle of the main channel of Papillion Creek in last two described tracts, also being known on the tax records of Sarpy County, Nebraska, as tax lots 1, 2 and 4 in said section 10 containing in all 38.67 acres more or less. Also, all that part of the SE $\frac{1}{4}$  of Section 10, Township 13, Range 13, which is northerly of center of the channel of Papillion Creek as the same ran prior to the construction of the Papillion Drainage Ditch by the Papillion Drainage District during the years 1910 and 1911.

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 <sup>are by the said Grantee</sup> Grantor, 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 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.

Grantee further agrees that upon written application to the grantee it will make or cause to be made a tap in any gas pipe line constructed by the grantee on grantor's premises for the purpose of supplying gas to the grantor for domestic purposes only and not for resale and for use on grantor's 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 grantee. Grantee will provide the said tap from its main line or any of its laterals closest to the premises for such service. Gas to be taken under such tap arrangement shall be measured and furnished at the same price and under