

RIGHT OF WAY AGREEMENT

Louis Schenk and Anna A. Schenk,
husband and wife

To

Great Lakes Pipe Line Company, a
corporation, Kansas City, Missouri

Filed March 10, 1950
at 9:30 o'clock A. M.

Louis C. Farnberg, County Clerk
by Lucille K. Poulson, Deputy

tain, 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 Washington, and State of Nebraska, and described as follows:

The Northwest Quarter (NW $\frac{1}{4}$), of Section 31, and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$); and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), of Section 30, all in Township 18, Range 12

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.

Dated this 22nd day of February, 1950.

Check No. 19547

Louis Schenk (SEAL)
Anna A. Schenk (SEAL)
(SEAL)
(SEAL)

STATE OF NEBRASKA }
COUNTY OF WASHINGTON } SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22 day of February, 1950, personally appeared Louis Schenk and Anna A. Schenk, 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 the uses and purposes set forth.

Witness my hand and official seal.

My Commission expires May 2, 1953. (Notarial Seal)

Reed O'Hanlon, Sr. Notary Public.

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of

Five Dollars and no/100 - - - - - Dollars (\$5.00) to

them in hand paid by GREAT LAKES PIPE LINE COMPANY, a cor-

poration, of Kansas City, Missouri, the receipt of which

is hereby acknowledged, Louis Schenk and Anna A. Schenk,

husband and wife, do hereby grant to GREAT LAKES PIPE LINE

COMPANY, its successors or assigns, the right to lay, main-

tain, 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 Washington, and State of Nebraska, and described

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