

1M-Grit-1-48

RIGHT OF WAY AGREEMENT

no tenant

For and in consideration of the sum of Two & No/100 Dollar... (\$2.00) to them in hand paid by THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, a corporation, of Mc Pherson Kansas the receipt of which is hereby acknowledged, Ray D. Softley, and Lucky Mae Softley, his wife,

do hereby grant to THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, 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, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Douglas, and State of Nebraska, and described as follows:

North 1/2 of NW 1/4 of SW 1/4, Section 13, Twp. 16N, Rge. 12E.

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 THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors and assigns.

The said THE NATIONAL COOPERATIVE REFINERY ASSOCIATION 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 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 One Dollar 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 THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, 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 7 day of January, 1948

Ray D. Softley (SEAL)
Lucky Mae Softley (SEAL)
..... (SEAL)
..... (SEAL)

BOOK 232 PAGE 88

STATE OF Nebraska }
COUNTY OF Douglas } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 7th day of January, 1948, personally appeared

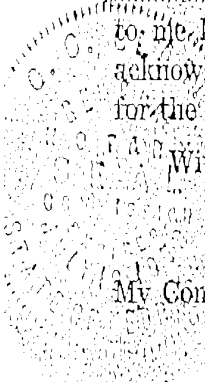
Ray D. Softley, and Lacky Mae Softley, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Ally Clark

Notary Public.

My Commission expires July 19th, 1953.



13
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
24 DAY March 1948 AT 9:00 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS
125