

780-140

Great Lakes Pipe Line Company,

Recording Fee \$1.90 ✓

#11469

RIGHT OF WAY AGREEMENT:

With
Whitney Realty Company,
Limited, et al

Filed Sep. 16th 1931

At 8 o'clock A. M.

G. W. Atwood Recorder

organized under the laws of the State of Nebraska,

For and in consideration of the sum of One (\$1.00) Dollar to them in hand paid by Great Lakes Pipe Line Company, a corporation, of Kansas City, Kansas, the receipt of which is hereby acknowledged, Whitney Realty Company, Limited, a corporation organized under the laws of the State of Michigan, Dundee Realty Company, a corporation organized under the laws of the State of Nebraska, and John R. Webster and Gertrude M. Webster, husband and wife, of Douglas County, Nebraska, 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 erect, maintain, operate and remove telephone and telegraph lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Douglas, State of Nebraska, and the County of Pottawattamie, State of Iowa, and described as follows:

Beginning at the southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21), Township Seventy-five (75) North Range Forty-four (44) West of the Fifth Principal meridian, Pottawattamie County, Iowa, thence westerly along the continuation of the line dividing the North one-half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) from the South one-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twenty-one (21) extended to a point where said line intersects the Nebraska meander line of the Missouri River, as surveyed in the year 1856, thence southeasterly along said meander line to a point where said meander line is intersected by the South line of said Section Twenty-one (21) extended westerly, thence South Twenty-two (22) degrees East until the line located in this direction intersects the edge of the water surface of the Missouri River, thence easterly along said edge of the Missouri River to the West line of Section Twenty-eight (28) in Township Seventy-five (75) North, Range Forty-four (44) West of the Fifth Principal Meridian in Pottawattamie County, Iowa, thence North to place of beginning;

Also the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), Township Seventy-five (75) North Range Forty-four (44) West of the Fifth Principal Meridian, in Pottawattamie County, Iowa, together with any and all accretions heretofore formed or that may hereafter be formed to any of the above described land; except Right of Way of Omaha Bridge and Terminal Railway Company, and except thirty (30) acres of said land conveyed by the grantors herein to the grantees herein under general warranty deed about July 1st, 1931.

Said line to be located across said land in accordance with and as shown by blue print attached hereto and made a part hereof. If an additional pipe line or lines are required in the future same shall be laid adjacent to and paralleling the first line as originally located, or as relocated in accordance with the provisions of this agreement.

The said grantors heirs, administrators, executors, successors and 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 pipe so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences and 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. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops and premises which may be suffered by reason of laying, maintaining, operating, altering, or removing said pipe lines 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 owners 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 terms, conditions and provisions of this contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and the said Gertrude M. Webster hereby relinquishes her right of dower in and to the premises hereinbefore granted.

The telephone and telegraph lines, if any, shall follow along the property lines of the above property, along the fence row.

Should the exercise of the rights herein conferred upon grantee in the future interfere in any way with the use of the land by said grantors, or any part of its, or the improvements thereon, the grantee upon request of the grantors or their heirs, administrators, executors, successors or assigns will move at its expense such line or lines to avoid said interference, and in such event the grantee shall have the right to select another location upon said lands for the purpose of exercising the rights herein conferred, which will not interfere with the use of said land, buildings and improvements.

It is understood that nothing herein shall prohibit the laying of other lines over or under the lines of the grantee.

Dated this 14th day of August A. D. 1931.

Witness:
Bland Proctor Approved as to Form B. Proctor
Great Lakes Pipe Line Company Legal Dept.
Corporate Seal
1930
Delaware

Witness:
Edward J. Faulkner Whitney Realty Company Limited
Grosse Pointe Farms
Michigan

Witness:
Ray E. Starnes Dundee Realty Company
Incorporated
Seal
Omaha, Nebraska

Witness:
Mary J. Sargent.

State of Kansas
County of Wyandotte

On this 14th day of August A. D. 1931 before me a Notary Public in and for said County, personally appeared Harry Moreland, and P. A. Ward, to me personally known, who being by me duly sworn did say that they are the Vice President and Secretary, respectively, of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Harry Moreland and P. A. Ward, acknowledged to me that they executed said instrument as such officers and acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation by it voluntarily executed.

Witness my hand and Notarial Seal the date last aforesaid.

Janetta Bromston
Notary Public
Wyandotte County, Kansas

Com. expires on the 15th day of April A. D. 1935.

State of Michigan
County of Wayne

On this 20th day of Aug. A. D. 1931, before me, a Notary Public in and for said County, personally appeared Frederic G. Austin and Nathan T. Viger, to me personally known, who being by me duly sworn did say that they are the Vice President and Secretary, respectively, of said corporation; that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Frederic G. Austin and Nathan T. Viger, acknowledged to me that they executed said instrument as such officers and acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation by it voluntarily executed.

Great Lakes Pipe Line Company
By Harry Moreland
Attest P. A. Ward.
Secretary

Whitney Realty Company, Limited
By Frederic G. Austin Vice Pres.
Attest: Nathan T. Viger Secy.

Dundee Realty Company
By Charles C. George
President
Attest: Bertha J. Anderson
Secretary

John R. Webster
Gertrude M. Webster

Witness my hand and Notarial Seal the date last aforesaid.

Harry Austin
Notary Public
Wayne County, Mich.

Harry Austin
Notary Public
Com. expires 29th day of Sept. A. D. 1933.

State of Nebraska
County of Douglas

On this 18th day of August A. D. 1931, before me, a Notary Public in and for said County, personally appeared Charles G. George and Bertha J. Anderson, to me personally known, who being by me duly sworn did say that they are the President and Secretary, respectively of said corporation; that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Charles G. George and Bertha J. Anderson acknowledged to me that they executed said instrument as such officers and acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation by it voluntarily executed.

Witness my hand and Notarial Seal the date last aforesaid.

Ray F. Stryker
Notarial Seal
Douglas County, Nebraska

Ray F. Stryker
Notary Public

Com. expires July 16, 1932

State of Nebraska
County of Douglas

On this 17th day of August A. D. 1931, before me a Notary Public in and for said County, personally came the above named John R. Webster and Gertrude M. Webster, husband and wife, of Douglas County, Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they severally acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

Mary J. Sargent
Notarial Seal
Douglas County, Nebraska

Mary J. Sargent
Notary Public

Com. expires Feb. 23, 1935.

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