

Miscellaneous Record No. 34

60940 - REEFIELD & COMPANY, OMAHA

Right of Way

Elmer A. Heckman, et al

To

Great Lakes Pipe Line Company

Filed February 27, 1954, 8:14 A. M.

George H. King, County Clerk

Fee - \$2.50

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of -----Five and No/100 ----- Dollars (\$ 5.00 -----)
to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Elmer A. Heckman, and Berdene A. Heckman

hereinafter styled Grantors, their heirs or assigns, do hereby grant to GREAT LAKES PIPE LINE COMPANY, hereinafter styled Grantee, its successors or assigns, the right at any time or times to construct, maintain, inspect, operate, protect, repair, replace, change the size of and remove a pipe line or pipe lines and appurtenances for the transportation of oil or oil products, gas and water and, if necessary, to construct, maintain, operate, repair, remove and replace communication and control facilities along a route to be selected by Grantee with the right of ingress and egress at convenient points to and from said facilities or any of them for the purposes aforesaid, on over and through certain lands situate in the County of Seward,

and State of Nebraska, and described as follows:

South West Quarter- (SW $\frac{1}{4}$),

in Section 21, Township 9N, Range 2E

The said Grantors, their heirs or assigns may use and enjoy the said premises except as inconsistent with the rights herein given Grantee, its successors and assigns. Grantors agree not to build, create or construct any obstructions, engineering works, or other structures over said pipe line or pipe lines, nor permit it to be done by others.

Grantee, for itself and its successors or assigns hereby covenants, insofar as it is practicable so to do, to bury said pipe line or pipe lines so as not to interfere with the ordinary cultivation of that part of said premises which at the time of construction has been under cultivation, except that, at the option of Grantee, said pipe lines may be placed above any stream, ravine, ditch or other water course.

All damage to crops and timber and fences, buildings, drain tile and other improvements on said premises which Grantor may sustain by reason of Grantee's exercise of aforesaid rights shall be paid for within a reasonable time after such damage is sustained. In addition to this, there shall be paid upon the laying of the first line of pipe an additional compensation at the rate One Dollar per rod for each lineal rod or fraction thereof of pipe laid on the above described premises. Thereafter upon the laying of each additional line there shall be paid \$1.00 per lineal rod, or fraction thereof, of said additional lines so laid. It is agreed that any payment due hereunder may be made direct to said Grantors as their interests appear of record or to any one of them for the benefit of all by depositing to the credit of such Grantors or such one of them in Jones National

Bank of Seward, Nebraska and payment so made shall be deemed and considered as full and complete payment to Grantors. If the amount of damages to fences, crops or buildings, drain tile and other improvements and timber which may be sustained by reason of Grantee's exercise of aforesaid rights cannot be mutually agreed upon, the 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 by the aforesaid, the award of two of such persons being final and conclusive. Communication and control facilities, if constructed above ground, shall be located along the property or fence lines.

The herein granted rights may be assigned in whole or in part.

Grantors hereby release and waive all rights under and by virtue of the dower and homestead exemption, if any, of said state.

Dated this 22 day of Febr, 19 54.

Elmer A. Heckman (SEAL)

Berdene A. Heckman (SEAL)

(SEAL)

(SEAL)

Check No. 33397

Serial No. X-7175

STATE OF Nebraska)
COUNTY OF Douglas) SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22 day of Febr, 19 54, personally appeared Elmer A Heckman and Berdene A. Heckman

to me known to be the identical person s 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.

R. G. Severa

Notary Public.

My Commission expires 3-29-58, noon.

:R. G. Severa Notarial Seal :
:Commission Expires Mar. 29, 1958 :
:Douglas County, Nebraska :

Blue Border
100% LINEN LEADER