

FORM 80  
REV. 8-48

BOOK 205 PAGE 595

## RIGHT OF WAY AGREEMENT

For and in consideration of the sum of - - One & No/100 - - - - - Dollar. (\$1.00 - - - - -)  
 to - - - - - in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City,  
 Missouri, the receipt of which is hereby acknowledged,  
 Chris Jensen, and Minnie Jensen, his wife,

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 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 Douglas and State of Nebraska,  
 and described as follows:

South 1/2 of Northwest 1/4, lying South and West of F. E. & M. V. Rail-  
 road, Section 34, Township 16N, Range 12 East.

The said grantors, ~~their~~heirs or assigns are to fully use and enjoy the said premises except the ease-  
 ment for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its suc-  
 cessors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby cove-  
 nants 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 com-  
 pensation 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, main-  
 taining, 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.

Telephone or telegraph lines constructed above ground, shall be located  
 on fence or property lines.

Dated this 7th day of November, 1945

294 749

Chris Jensen (SEAL)  
 Minnie Jensen (SEAL)  
 (SEAL)  
 (SEAL)

BOOK 205 PAGE 596

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 November, 1945 personally appeared Chris Jensen and Minnie Jensen  
his wife,

to me known to be the identical person S. who executed the within and foregoing instrument and acknowl-  
 edged 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.

COMMISSION  
 EXPIRES

My Commission expires Aug. 4, 1950.

Madeline Harry  
 Notary Public.

6. INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.  
30 DAY Nov. 1945 AT 10:16 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS