

MISCELLANEOUS RECORD No. 12

the uses and purposes set forth.

Witness my hand and official seal.

FRED N. WELLMER NOTARIAL SEAL * DOUGLAS COUNTY, NEBRASKA * COMMISSION EXPIRES AUG. 1, 1946 * My Commission expires Aug. 1, 1946.

N. Fred Wellmer Notary Public.

WILLIAM FRICKE : Filed February 14, 1946 at 1 o'clock P.M.

TO : GREAT LAKES PIPE LINE CO. : Rt. of Way \$1.15 Pd.

County Clerk

Form 80 RIGHT OF WAY AGREEMENT Rev. 8-45

For and in consideration of the sum of Five & no/100 Dollar (\$5.00) to him in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, William Fricke - Single - does 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 Sarpy and State of Nebraska, and described as follows: S.W. 1/4, S.W. 1/4 of S.E. 1/4, Sec. 14-T.14-R 12.

The said grantor his 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.

Telegraph & telephone line if constructed above ground, shall be located along property or fence line.

Dated this 21 day of Nov., 1945.

William Fricke (Seal) (Seal) (Seal) (Seal)

STATE OF NEBRASKA) (ss. COUNTY OF SARPY)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 21 day of November, 1945, personally appeared William Fricke, Single, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

GUY E. TATE NOTARIAL SEAL * SARPY COUNTY, NEBRASKA * COMMISSION EXPIRES JULY 14, 1951 * My Commission expires July 14, 1951.

Guy E. Tate Notary Public.