

May 28, 1948.

Executed in Presence of

William B. Wetzler

Linnæa M. Nability

Willis H. Nability

STATE OF Nebraska) ss.  
Douglas County )

On this 28 day of May, A. D., 1948, before me, the undersigned a Notary Public, duly commissioned and qualified for and residing in said county, personally came Willis H. Nability and Linnæa M. Nability, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

J B Elias Notary Public.

My Commission expires the 31 day of Oct, 1951

(Notarial Seal)

RIGHT OF WAY AGREEMENT

Ida F. Ohrt

To

Great Lakes Pipe Line Company

Filed July 22, 1948 at 3:10 o'clock P. M.

Louis C. Farnberg, County Clerk  
by Lucille K. Poulson, Deputy

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and No/100 Dollars (\$5.00) to Me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Ida F. Ohrt, a widow, 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 Washington and State of Nebraska, and described as follows:

SE $\frac{1}{4}$ , Sec. 8, Twp. 17 N., R. 12 E.

(This agreement is to correct description in that Right-of-Way agreement signed by myself & husband George Ohrt in 1945, since the first agreement called for lots 1 & 2 in Sec. 8-17-12, whereas the correct description is SE $\frac{1}{4}$  - 8-17-12)

The said grantor her 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

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successors and assigns.

The said GREAT LAKE 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 addition 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.

Dated this 7th day of July, 1948

Ida F. Ohrt (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Nebraska )  
COUNTY OF Washington ) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 14 day of July, 1948, personally appeared Ida F. Ohrt a widow to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Chester N. Sutton  
Notary Public.

My Commission expires Nov. 27, 1952  
(Notarial Seal)