

## RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$ 5.00)  
to her in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City,  
Missouri, the receipt of which is hereby acknowledged,  
Louise Ekbert Everett, a widow,

do ES 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: SW $\frac{1}{4}$ SW $\frac{1}{4}$  section 3, township 15, range 12, except a tract  
in the S.E. corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ , described as follows; beginning at the  
S.E. corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ , thence west 435.4 feet, thence north 1000 feet, then  
East 435.4 feet, thence south 1000 feet to place of beginning.

Also NW $\frac{1}{4}$ SW $\frac{1}{4}$  section 3 Township 15 range 12.

Also N $\frac{1}{2}$  NW $\frac{1}{4}$  section 10 Township 15 range 12

The said grantor her 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.

The telephone and telegraph lines if constructed above ground shall  
be located along the fence, property lines or public highways.

Dated this 19 day of November, 194 5

Louise Ekbert Everett (SEAL)

(SEAL)

(SEAL)

(SEAL)

CHK No 345

STATE OF

COUNTY OF

Nebraska  
Douglas } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 20 day of November, 1945, personally appeared

Louise Ekbert Everett, 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.

My Commission expires

Oct 23, 1950

Notary Public.

*[Signature]*

30. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
30 DAY Nov. 1945 AT 10:51 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 1.40