

### RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and NO/100 DollarS (\$ 5.00)  
 to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City,  
 Missouri, the receipt of which is hereby acknowledged, 90th Street Realty Company,  
A Corporation. Thomas A. Walsh Jr. President and  
H. A. Jacobberger Secretary

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: NW 1/4 of NW 1/4, Sec. 22, Twp 15, Range 12

#### SUCCESSORS

The said grantor, its 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.

Dated this 3rd day of February 1950, ~~19~~

a corporation

90th Street Realty Company, (SEAL)

Thomas A. Walsh Jr (SEAL)  
 President

(SEAL)

(SEAL)



Tract No 4778A

STATE OF Nebraska }  
COUNTY OF Douglas } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3rd day of February, 1950, personally appeared Thomas A. Walsh Jr President

and G. W. Jacobberger Secy, 90th Street Realty Company to me known to be the identical person 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.

*George Canous*  
Notary Public.

My Commission expires May 19, 1954.

II—NOTARY ACKNOWLEDGMENT—Corporation

The Huffman General Supply House, Lincoln, Nebr.

STATE OF Nebraska }  
Douglas County } ss.  
came Thomas A. Walsh Jr

On this 3rd day of February, 1950, before me the undersigned, a Notary Public in and for said County, personally appeared Thomas A. Walsh Jr, President of the

90th Street Realty Company, a corporation to me personally known to be the President and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said ~~THOMAS A. WALSH JR~~ CORPORATION and that the Corporate Seal of the said 90th Street Realty Company, a corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha Nebraska, in said county the day and year last above written. My Commission expires the 19 day of May 1954.

*George Canous* Notary Public.

ENTERED IN INSTRUMENT INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 2-25-50  
15 JAN March 1950 AT 11:27 A.M. THOMAS L. O'CONNOR, REGISTER OF DEEDS