

show see plat

FORM NO. 107 3-24

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five Dollars (\$5.00) Dollar (\$ 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.

Otto A. Arndt and Helen M. Arndt
 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 Washington and State of Missouri.

and described as follows: E 1/2 of N 2 1/2 Sec 36 South of Center St. Road, except 7 acres in N 2 1/2 of N 2 1/2 Sec 36 Twp 15 N R 12 E

The said grantors, 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.

The telephone and telegraph lines of adjacent abutting ground shall be built along property or fence lines. It is also agreed that the pipe line shall be laid to conform with the present survey of adjacent by abutting acre that surplus dirt extracted on straightening of creek on Rockbrook Golf Club property, shall be used to dam old creek on this property.

Dated this 19 day of March 1926

Otto A. Arndt (SEAL)

Helen M. Arndt (SEAL)

Helen M. Arndt (SEAL)

Accepted

STATE OF Nebraska

COUNTY OF Douglas

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 19th day of March 1946, personally appeared Octo A. Ambrose and

Helene M. Ambrose his wife
to me known to be the identical person S, 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.

R. P. Phillips
Notary Public

My Commission Expires April 23 1948



13. RECORDED IN NEBRASKA UNDER AND RETURNED TO THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY NEBRASKA
7 DAY may 24 3 02 P MERRAS J. (COMM. EXPIRES) 1945