

L-304

RIGHT OF WAY AGREEMENT

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James G. Jensen and Madolin V. Jensen,
husband and wife
to
Great Lakes Pipe Line Company, a corporation,
Kansas City, Missouri

For and in consideration of the
sum of Five Dollars and no/100 - - - - Dollar
(\$5.00) to them in hand paid by GREAT LAKES PIPE
LINE COMPANY, a corporation of Kansas City, Mis-

Filed March 10, 1950
at 9:35 o'clock A. M.

souri, the receipt of which is hereby acknowledged.
James G. Jensen and Madolin V. Jensen, husband
and wife, do hereby grant to GREAT LAKES PIPE LINE

Louis G. Fernberg, County Clerk
by Lucille K. Poulson, Deputy

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:

The Southwest Quarter (SW $\frac{1}{4}$) of Section 31, Except 6.5
acres lying East and South of a ravine in the SE Corner
of the W $\frac{1}{2}$ SW $\frac{1}{4}$ and in the SW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$; and also
the Southeast Quarter (SE $\frac{1}{4}$), of said Section 31, lying
West of the County Road, all in Township 18, Range 12.

The said grantors, their 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 as-
signs hereby covenant to bury the lines of pipes so that the same will not interfere with the cul-
tivation 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. Additio-
nal 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 mutu-
ally 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 22nd day of February, 1950.

James G. Jensen (SEAL)
Madolin V. Jensen (SEAL)
(SEAL)
(SEAL)

Check. No. 19599
Tract No. 4856 X

STATE OF NEBRASKA }
COUNTY OF WASHINGTON } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid
on this 24th day of February, 1950, personally appeared James G. Jensen and Madolin V. Jensen, his
wife, to me known to be the identical persons 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.

Philip O'Hanlon
Notary Public

My Commission expires May 29, 1952.
(Notarial Seal)