

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar 5 (\$ 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,

Gertrude M. Dietz and E. H. Dietz, her husband,

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 Douglas and State of Nebraska,

and described as follows: The NW 1/4 of Section 10, Twp. 14N, R. 12E

The said grantors their 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 follow the property or fence lines.

Dated this 12<sup>th</sup> day of February, 1946

Gertrude M. Dietz (SEAL)  
E. H. Dietz (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

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STATE OF Nebraska }  
COUNTY OF Douglas } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 12<sup>th</sup> day of February, 1946, personally appeared Gertrude M. Diety and

E. H. Diety her husband  
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.



H. E. Tilford  
Notary Public.

My Commission expires June 1, 1950.

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.  
6 DAY May 1946 AT 3:39 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

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