

Right of Way Agreement

FROM
 Louis Holland and Edna O. Holland
 and Robert J. Hart
 TO
 GREAT LAKES PIPE LINE COMPANY,
 Kansas City, Mo.

STATE OF NEBRASKA, }
 Otoe County, } ss.

Entered in Numerical Index
 and filed for record in the Register of Deed's office of said County, the 26
 day of February 1954, at 8 o'clock and 54 minutes,
 A. M., and recorded in Book 24, page 725 of Miscellaneous Record.

By Frances E. Webb Register of Deeds,
 Deputy.

For and in consideration of the sum of Five And No/100- - - - - DOLLARS (\$5.00- - - - -)
 to them, in hand paid by GREAT LAKES PIPE LINE COMPANY, a
 corporation of Kansas City, Missouri, the receipt of which is hereby acknowledged,
 Louis Holland & Edna O. Holland, Husband & Wife, And Robert J. Hart, widower.

hereinafter styled Grantor, s, their heirs or assigns do hereby grant to GREAT LAKES PIPE LINE COMPANY, herein-
 after styled Grantee, its successors or assigns the right at any time or times to construct, maintain, inspect, operate, protect,
 repair, replace, change the size of and remove a pipe line of pipe lines and appurtenances for the transportation of oil or oil products,
 gas and water and, if necessary, to construct, maintain, operate, repair, remove and replace communication and control facilities
 along a route to be selected by Grantee with the right of ingress and egress at convenient points to and from said facilities or any of
 them for the purposes aforesaid on, over and through certain lands situate in the County of Otoe, and State of Nebraska,
 and described as follows:

South West Quarter (SW $\frac{1}{4}$),

in Section 25 Township 2N Range 9E

The said Grantor s, their heirs or assigns, may use and enjoy the said premises except as inconsistent with the rights herein
 given Grantee, its successors and assigns. Grantors agree not to build, create or construct any obstructions, engineering works, or
 other structures over said pipe line or pipe lines, nor permit it to be done by others.

Grantee, for itself and its successors or assigns hereby covenants, insofar as it is practicable so to do, to bury said pipe line or pipe
 lines so as not to interfere with the ordinary cultivation of that part of said premises which at the time of construction has been
 under cultivation, except that, at the option of Grantee, said pipe lines may be placed above any stream, ravine, ditch or other
 water course.

All damage to crops and timber and fences, buildings, drain tile and other improvements on said premises which Grantor may
 sustain by reason of Grantee's exercise of aforesaid rights shall be paid for within a reasonable time after such damage is sus-
 tained. In addition to this, there shall be paid upon the laying of the first line of pipe an additional compensation at the rate of
 One Dollar per rod for each lineal rod or fraction thereof of pipe laid on the above described premises. Thereafter, upon the laying
 of each additional line there shall be paid \$1.00 per lineal rod, or fraction thereof, of said additional lines so laid. It is agreed that
 any payment due hereunder may be made direct to said Grantors as their interests appear of record or to any one of them for the
 benefit of all by depositing to the credit of such Grantors or such one of them in

Bank of _____ and payment so made shall be deemed as full and complete payment to
 Grantors. If the amount of damages to fences, crops or buildings, drain tile and other improvements and timber which may be
 determined by reason of Grantee's exercise of aforesaid rights cannot be mutually agreed upon, the same shall be ascertained and
 LINE COMPANY, its successors or assigns, and the third by the two so appointed by the aforesaid, the award of two of such persons
 being final and conclusive. Communication and control facilities, if constructed above ground, shall be located along the property
 or fence lines.

The herein granted rights may be assigned in whole or in part.

Grantors hereby release and waive all rights under and by virtue of the dower and homestead exemption, if any, of said state.

Dated this 25 day of January, 1954.

Louis Holland (SEAL)
 Edna O. Holland (SEAL)
 Robert J Hart (SEAL)

Check No. 33056 Serial No. X 7063
 STATE OF Nebraska,
 COUNTY OF Otoe, ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 26th day of January, 1954
 personally appeared Louis Holland and Edna O. Holland, husband wife, and Robert J. Hart,
 widower,

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.

My Commission expires January 23rd, 1958.
 Notary Public
 Zelma Gage

