

FORM 30
REV. 12-23

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, Harvey O. Ehlers and Mildred L.
Ehlers (His Wife),

hereinafter styled Grantor, their heirs or assigns, do hereby grant to GREAT LAKES PIPE LINE
COMPANY, hereinafter 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 or 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 se-
lected 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

Lancaster, and State of Nebraska, and described as follows:
South East Quarter (SE $\frac{1}{4}$),

in Section 36, Township 9 North, Range 7 East

The said Grantor, 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 con-
struct any obstructions, engineering works, or other structures over said pipe line or pipe lines, nor per-
mit 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 prem-
ises 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 sustained. In addition to this, there shall be paid upon the laying
of the first line of pipe an additional compensation at the rate \$1.00 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 Union Bank of Lincoln, Nebraska and payment
so made shall be deemed and considered as full and complete payment to Grantors. If the amount of dam-
ages to fences, crops or buildings, drain tile and other improvements and timber which may be sustained
by reason of Grantee's exercise of aforesaid rights cannot be mutually agreed upon, the same shall be ascer-
tained and determined by three disinterested persons, one thereof to be appointed by the owner of the prem-
ises, one by GREAT LAKES PIPE 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 exemp-
tion, if any, of said state.

Dated this 25th. day of January, 1951

Harvey O. Ehlers (SEAL)

Mildred L. Ehlers (SEAL)

(SEAL)

(SEAL)

STATE OF NEBRASKA,
COUNTY OF LANCASTER, ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 25TH day of JANUARY, 1954, personally appeared Harvey O. Ehlers and Mildred

L. Ehlers (husband and 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.

E. J. Young
Notary Public.

My Commission expires Dec. 1, 1959.

INDEXED 61
GENERAL
COMPARED
PAGED

Line
Sec. Twp. Rge.
County

Right of Way

FROM

Harvey O. Ehlers and
Mildred L. Ehlers

TO

Great Lakes Pipe Line
Company

Kansas City, Missouri

STATE OF NEBRASKA, ss.
Lancaster County, ss.
I, E. J. Young, Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of this office.
Witness my hand and official seal this 17th day of February, 1954.
E. J. Young
Notary Public

at page
of
Register of Deeds
250 by Blumth
RETURN TO
GREAT LAKES PIPE LINE CO.
P. O. DRAWER 2239
KANSAS CITY 42, MO.