

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Two & No/100 Dollar (\$2.00) to her in hand paid by THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, a corporation, of McPherson, Kansas, the receipt of which is hereby acknowledged, Ethyl M. E. Day, single person.

do hereby grant to THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line for the transportation of oil or oil products, gas and water, 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:

All that part of the Southeast 1/4 of Section 13, Township 16N, Range 12E, lying South and West of the St Paul, M. & O. Ry R/W Also that part of Tax Lot 12 in the SW 1/4 of the SW 1/4 of Section 18, Twp 16N, Rge 12E, lying South of the Main Line of the Chi. St P. M. & O. Ry R/W; including thereto that portion of the abandoned branch line of the aforesaid Chi. St. P. M. & O. Ry R/W, originally a part of said Lot 12.

The routing and laying of the pipe line shall be parallel with and near the existing Great Lakes 8" Pipe Line.

Handwritten note: Standing trees to be cut or damaged. All shoulders on R/W to be healed and replanted under Sanitars supervision.

The said grantor, her heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors and assigns.

The said THE NATIONAL COOPERATIVE REFINERY ASSOCIATION 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.

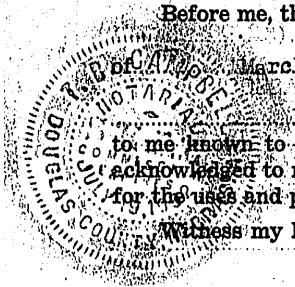
All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of said line of pipe shall be paid for as soon as said line of pipe is completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of One Dollar per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be paid 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 on 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 THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, 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 30th day of March, 1948. Ethyl M. E. Day (SEAL) E. J. Albers (SEAL) L. E. Roberts (SEAL)

STATE OF Nebraska

COUNTY OF Douglas

RIGHT OF WAY TO THEIR



Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3rd day of March, 1948, personally appeared

Ethyl M. E. Day, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

J. H. [Signature]
Notary Public.

My Commission expires July 19, 1952

6 March

Line
Sec. Twp. Range RECEIVED
County, 1963 DEC 19 AM 11:11
Right of Way
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

TO THE STATE OF NEBRASKA
Douglas County
Entered in Numerical Index and filed
for National Cooperative
Refinery Association
4806
McPherson, Kansas
3 85
[Signature]
Register of Deeds

By
[Signature]
13-16-12
18-16-12
13-16-12

STATE OF NEBRASKA

COUNTY OF

On this day of 194, before me, a Notary Public in and for said county, personally came the above named who personally known to me to be the identical person whose name affixed to the above instrument as Grantor and acknowledged said instrument to be voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

Notary Public.

My commission expires:

STATE OF IOWA

COUNTY OF

On this day of 194, before me, a Notary Public, personally appeared to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that executed the same as voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written.

Notary Public.

My commission expires: