

MISCELLANEOUS RECORD No. 10

same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 11th day of March, A. D. 1941.

SEAL OF THE COUNTY COURT *
SARPY COUNTY, NEBRASKA *

HARVEY A. COLLINS,
Judge of the County Court
By Esther Cordes,
Clerk of the County Court

CAROLINE BORMAN :
TO :
SOCONY-VACUUM OIL CO., INC. :
Rt. Way Agrmt \$1.75 Pd. :

Filed March 11, 1941, at 4 o'clock P.M.

Bea Deter
County Clerk

J.F.D.

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF One and No/100 DOLLARS, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of Fifty Cents per rod, which sum is understood to include construction, and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, I Miss Caroline Borman, of Papillion, Nebraska, single person do hereby grant to SOCONY-VACUUM OIL COMPANY, Incorporated, its successors or assigns, the right of way to lay, maintain, alter, repair, inspect, operate, and remove pipe lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fitting, meters, and similar appurtenances, as may be necessary or convenient to the operation of the said lines, on, over or through certain lands situated in Sarpy County, Nebraska, described as follows:

W2 NW4 & NW4 SW4 lying North of the creek Section 17 Township 14N Range 12E

Damages to crops will be paid after completion of line.

Should any tile be damaged in constructing the line, the company will replace it in as good condition as before installation of line with ingress and egress to and from same. The said grantor, her heirs and assigns hereby agree that no building or buildings shall be erected on or over the said pipe lines, but are otherwise to fully use and enjoy said premises except for the purposes hereinbefore granted to said grantee, which hereby agrees to pay any damage which may arise to crops, fences, stock, buildings, and land from the maintaining, operating, and removing of said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, her heirs or assigns, one by said grantee, its successors or assigns, and the third by the two appointed aforesaid, and the award of such persons or any two of them shall be final and conclusive. Said company, its successors and assigns, shall have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said SOCONY-VACUUM OIL COMPANY Incorporated, its successors or assigns.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid on a route selected by the Grantee, its successors and assigns, and shall be buried to such a depth as not to interfere with the ordinary cultivation of land.

It is understood that the within written contract constitutes the entire agreement between

MISCELLANEOUS RECORD No. 10

11725 - Kline Printing Co., Omaha

the parties and that no oral agreements made by the person securing this grant shall be binding upon the Grantee.

This agreement is binding on the heirs, representatives, successors and assigns of the respective parties thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 27th day of February, 1941.

Miss Caroline Borman (SEAL) (SEAL) (SEAL) (SEAL)

(SEAL) (SEAL) (SEAL) (SEAL)

STATE OF NEBRASKA }
COUNTY OF Sarpy } ss.

Be it remembered, That on this 3 day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Caroline Borman to me known to be the person named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

C. R. Pearson
Notary Public.
My Commission expires 1-18, 1943.

HENRY BESTMAN :
TO :
SOCOBY-VACUUM OIL CO. INC. :
Rt. Way Agreem't \$1.50 Pd. :

Filed March 11, 1941, at 4 o'clock P.M.

Ben Deter
County Clerk

L.L.C.

FIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF One & no/100 DOLLARS, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of Fifty Cents per rod, which sum is understood to include construction and for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, I Henry Bestman, a widower do hereby grant to SOCOBY-VACUUM OIL COMPANY, Incorporated, its successors or assigns, the right of way to lay, maintain, alter, repair, inspect, operate, and remove pipe lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of the said line, on, over, or through certain lands situated in Sarpy County, Nebr, described as follows:

Copy Fee 26-126

Section 16 Township 15N Range 12E East half Northeast quarter

Crop damage to be paid on Completion of Pipe Line with ingress and egress to and from same. The said grantor, his heirs and assigns hereby agree that no building or buildings shall be erected on or over the said pipe lines, but are otherwise to fully use and enjoy said premises except for the purposes hereinbefore granted to said grantee which hereby agrees to pay any damage which may arise to crops, fences, stock, buildings, and land from the maintaining, operating, and removing of said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, his heirs or assigns, one by said grantee, its successors or assigns, and the