

AGREEMENT

WHEREAS, the undersigned are the present owners of certain property over which Socony-Vacuum Oil Company, Incorporated has been granted a right-of-way for the construction, maintenance, and operation of a pipe line on, over and through certain lands situated in Douglas County, Nebraska, described as follows:

Northeast Quarter of Section Thirty-one (31), Township Sixteen North (16), Range Twelve East (12)

and

WHEREAS, said right-of-way agreement provides that said pipe line shall be buried to such a depth as not to interfere with the ordinary cultivation of land; and

WHEREAS, it has proved impracticable to bury said line under and beneath a certain stream and the grantors have agreed that said line may be carried above ground across the above mentioned stream;

NOW THEREFORE, in consideration of the sum of One Hundred Twenty Five Dollars in hand paid, receipt of which is hereby acknowledged together with such damages as may be sustained, the undersigned hereby agree that said easement agreement, be and it is hereby amended, and said Socony-Vacuum Oil Company, Incorporated, its successors or assigns, is hereby granted a right-of-way to lay, maintain, alter, repair, inspect, operate and remove said pipe line above ground, over and across said stream, at a height above mean high water mark and the level of the ground adjacent to said stream, and the right to install, erect and maintain such necessary piling, piers, supports, frames, cables and other equipment as may be necessary and required to support said pipe line above ground across said stream.

It is further understood that the location of said pipe line across said lands will not be changed except as hereinabove set forth and all the terms, covenants and conditions of said right-of-way agreement, hereinabove described, shall be and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 18th day of April, 1950.

Albert Stobbs Sr

Sallie Stobbs

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18 day of April, 1950, before me, the undersigned, a Notary Public in and for said county and state, personally came the above-named Albert Stobbs Sr. and Sallie Stobbs personally known to me, and known to me to be the persons named in and who executed the above and foregoing instrument, and they acknowledged their signatures thereto and the execution thereof to be their voluntary act and deed for the purposes therein expressed.

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

Henry A. Brown
Notary Public

My Commission Expires 4-10-54.

