

MISCELLANEOUS RECORD No. 10

on said eastern 33-foot right of way line, tangent, a distance of 140.3 feet to the point of beginning, containing 1.415 acres, more or less.

CONDEMNATION

Jessie A. Brown and Erle B. Brown, wife and husband

No mortgage

No tenant

Right of Way AI 130-A (3) AFE R-533 Sarpy County, Nebraska.

All of Lot 16 of Estes' Sub-Division of Section 23, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the northern corner of Lot 16, as established and recorded by State Surveyor, Hugh Dillon, (said corner being marked by a wood stake, and located at the intersection of the eastern 50-foot right of way line of the Union Pacific Railroad and the southwestern 33-foot right of way line of the present U. S. Highways Nos. 73 and 75); thence southerly on said eastern 50-foot Railroad right of way line a distance of 681.8 feet to the southwest corner of said Lot 16 (said corner being also marked by a wood stake); thence easterly 86 degrees 44 minutes left and on the South line of said Lot 16 (being also the northern 33-foot right of way line of the present existing public street) a distance of 185.8 feet to the southeast corner of said Lot 16, (said corner being also marked by a wood stake); thence northwesterly 108 degrees 16 minutes left and on the northeastern line of said Lot 16, (being also the said southwestern 33-foot right of way line of U. S. Highways Nos. 73 and 75) a distance of 716.8 feet to the point of beginning, containing 1.452 acres, more or less, in accordance with resurvey made by Hugh Dillon, State Surveyor, in May, 1941.

will suffer damages by reason of the taking of said land for right of way purposes by the Department of Roads and Irrigation of The State of Nebraska, in the amounts of:

A strip of land across the western part of Lots 9 and 10 in Estes' Sub-division.

Erle B. Brown and Jessie A. Brown, owners.	\$1157.50
Commercial Savings and Loan Association, mortgagee.	
All of Lot 16 in Estes' Sub-division, Jessie A. Brown and Erle B. Brown, owners	\$775.00
Otto Frahm, tenant.	\$10.00

All of which is hereby respectfully submitted. Dated this 22nd day of July, A. D., 1941 Fees and expenses of Appraisers: A. H. Gramlich, \$12.50 W. C. Flambek, 10.00 Earl Lieber, 10.00 TOTAL \$32.50

A. H. Gramlich W. C. Flambek Earl Lieber Appraisers

FRED PETERS & W.F. TO SOGONY-VACUUM OIL CO. RT. OF WAY AGREEMENT \$1.30 Pd.

Filed July 24, 1941, at 9:30 o'clock A. M.

Ben Dater County Clerk

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, for each

Comp. Law 26-126

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rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we Fred Peters and Annie Peters his wife 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 grips, valves, fittings, 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:

Section 17, Township 14 N Range 12E

71.12 acres more or less lying South of Papillion Creek in the SW 1/4, sec. 17 T 14 N R 12E

Grantee is at all time responsible for any damages that may incur in crossing Canal on above described property.

All damages to be paid after completion of pipe line.

with ingress and egress to and from same. The said grantors, their 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 grantors, their 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 road 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 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 13th day of July,

1941.

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

Fred Peters (SEAL)
Annie Peters (SEAL)
(SEAL)
(SEAL)

STATE OF Nebraska

SS.

COUNTY OF Sarpy

Be it remembered, That on this 17 day of July, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Fred Peters and Annie Peters husband and wife 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.

Guy E. Tate
Notary Public.

GUY E. TATE NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JULY 14, 1945.
My Commission expires July 14, 1945.