

RIGHT OF WAY AGREEMENT.

FOR AND IN CONSIDERATION OF THE SUM OF Two Hundred and no/100 (\$200.00) Dollars, cash to me in hand paid, the receipt of which is hereby acknowledged, and the further sum of Three Hundred and no/100 (\$300.00) Dollars, which sum is to be paid upon delivery of this agreement, I, Louise Patton, single, 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, 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 Douglas County, Nebraska, described as follows:

Block 201, Block 202, Block 203, Block 206, Block 208, and Block 214, in Florence, addition to the City of Omaha, Nebraska.

It is understood and agreed that this pipe line will be laid along the South side of Weber Street and extended on west to Lot 14 in North Side Acres. In event the above described property is sub-divided and/or Weber Street is extended and graded the Grantee will make the necessary changes in this pipe line, at Grantee's expense, to make pipe line conform to the established grades of streets and to be at least three feet under ground.

Pipe line to be not more than seven inches in diameter.

Crop damage to be paid after completion of the pipe line.

The said grantor, her heirs and assigns hereby agrees that no buildings or building 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 is 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.

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.

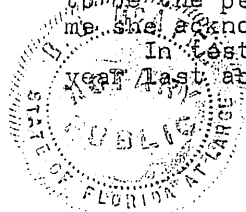
IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 26<sup>th</sup> day of April, 1941, A.D.

Louise Patton (SEAL)

STATE OF Florida )  
COUNTY OF Duval ) ss.

Be it remembered, that on this 26<sup>th</sup> day of April, 1941, A.D., before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Louise Patton, single, to me known to be the person named in, and who executed the within instrument; and to me she acknowledged the execution of the same.

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



B. J. Meatee  
Notary Public in and for said County and State.

My Commission expires June 28, 1941.