

## RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One and no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, receipt of which is hereby acknowledged, which consideration is understood to include construction, crop and land damage, we, Alexander McKie, Jr. and Leola Jensen McKie, husband and wife, Carl C. Wilson and Eva Wilson, husband and 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 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:

Lots 201, 202, 203, 206, 208 and 214,  
in the original town of Florence, now  
a part of the City of Omaha, as surveyed,  
platted and recorded.

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.

It is understood that there is a pipe line now located across said property, said line being located as shown on the plat hereto attached, marked Exhibit A, and by this reference made a part of this right of way agreement, and this agreement is intended to convey an easement and right of way for the pipe line laid across said property as now located.

It is understood that Louise Patton is the record owner of the title to the above described lots and that Alexander McKie, Jr. claims an interest in Lots 208 and 214, and Carl C. Wilson claims an interest in Lots 201, 202, 203 and 206 by reason of purchase at a Sheriff's Sale in an action by the County of Douglas foreclosing a lien for taxes against said properties, and that this easement and right of way agreement shall be binding upon the record owner of said property and upon any interest which said Alexander McKie, Jr. and Carl C. Wilson have or may acquire by reason of the purchase of said property at said tax sale.

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 1st day of April, 1943.

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Carl C. Wilson

Eva J. Wilson

Leola Jensen McKie

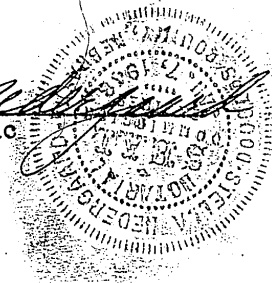
Alexander McKie, Jr.

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

Be it remembered, that on this 3<sup>rd</sup> day of April, 1943, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named ~~Alexander McKie, Jr. and Leola Jensen McKie, husband and wife~~, and Carl C. Wilson and Eva Wilson, husband and wife, to me known to be the persons named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

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

[Signature]  
Notary Public



My Commission expires Jan 7<sup>th</sup> - 1948

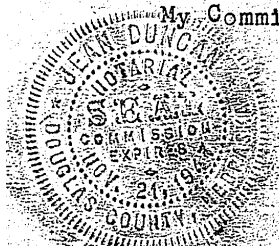
STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

Be it remembered, that on this 6<sup>th</sup> day of April, 1943, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Alexander McKie, Jr. and Leola Jensen McKie, husband and wife, to me known to be the persons named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

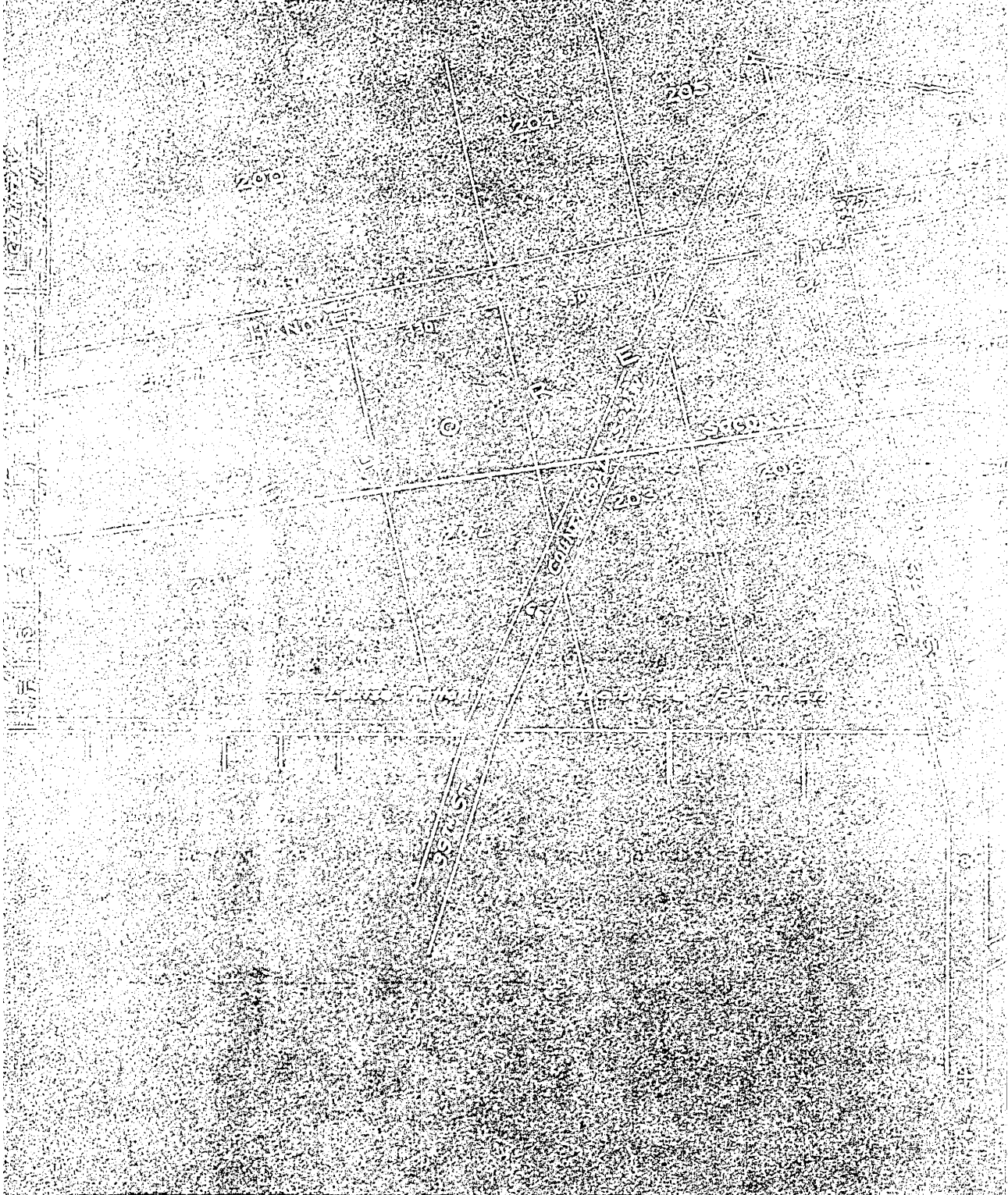
In testimony whereby, I have hereunto set my hand and seal the day and year last above written.

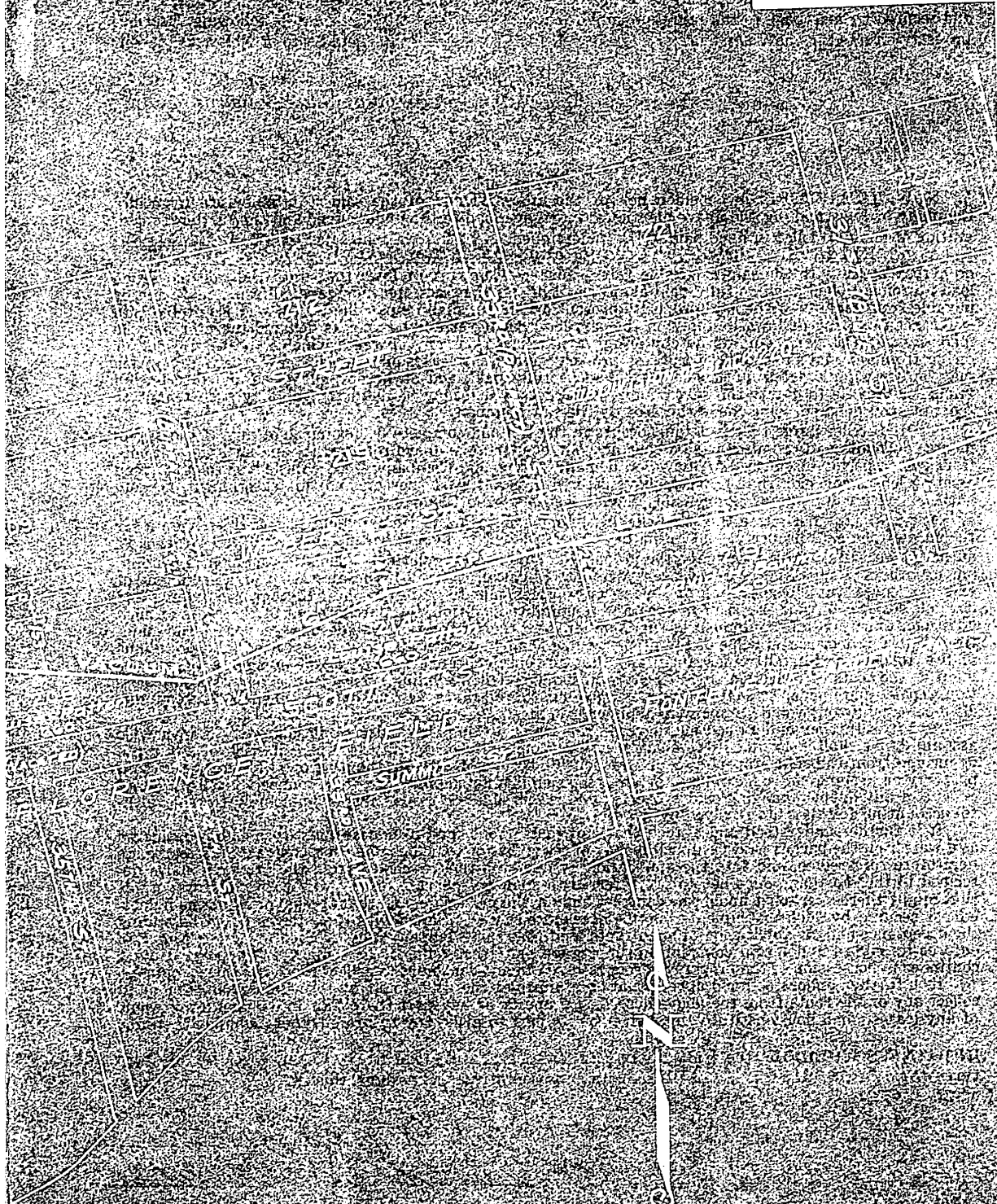
[Signature]  
Notary Public

My Commission expires Nov 21, 1947



173-101





**SOCONY VACUUM OIL COMPANY, INC.**  
**WHITE EAGLE DIVISION**

PLANS OF FLORENCE ADDITION IN OMAHA SHOWING  
 6" PIPE LINE

PIPE LINE DEPARTMENT WICHITA, KANSAS

DESIGNED BY J. B. BENTLEY DRAWN BY J. B. BENTLEY CHECKED BY J. B. BENTLEY APPROVED BY J. B. BENTLEY DATE 10-18-1943

SCALE 1" = 200' No. B-381

9. Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
 6 day April 1943 at 2:29 P.M. Thomas J. O'Connor, Register of Deeds.