

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of One Dollar 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 to date hereof, we, Alexander McKie Jr. and Leola Jensen McKie, husband and wife, Carl C. Wilson and Eva Wilson, husband and wife, and David H. Bowman and Evelyn E. Bowman, 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
and 219 in the original town of Florence,
now a part of the City of Omaha, as surveyed,
platted and recorded,

with right of ingress and egress to and from the same.

It is understood and agreed that in the event the above described property is subdivided and/or that Weber Street is extended and graded, the grantee will make necessary changes in its pipe line at its own expense to make said pipe line conform to the established grades and at least three feet underground.

It is further understood and agreed that said pipe line shall not be more than seven inches in diameter.

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

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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.

It is understood that there is a pipe line now located across said property, and this agreement is intended to convey an easement and right of way for the pipe line laid across said property as now located, only.

It is understood that Louise Patton is the present record owner of the title to Lots 201, 202, 203, 206, 208 and 214, and that David H. Bowman is the record owner of Lot 219, and that each of said persons has heretofore executed an agreement, granting a right of way across said lots to Socony-Vacuum Oil Company; that Carl C. Wilson claims an interest in Lots 201, 202, 203 and 206, and that Alexander McKie Jr. claims an interest in Lots 208 and 214, by reason of the purchase of said lots at a sheriff's sale in an action instituted by the County of Douglas to foreclose a lien for taxes against said properties.

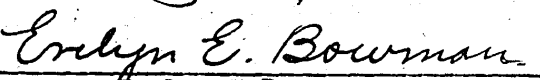
It is understood and agreed that this easement and right of way agreement shall be binding upon said David H. Bowman as the record owner of title to Lot 219 and upon Alexander McKie Jr. and Carl C. Wilson as to any interest in said lots which they have or may acquire by reason of the purchase of said 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 6th day of March 1945.


David H. Bowman


Evelyn E. Bowman

