

non-specific

1310 406

RIGHT OF WAY AGREEMENT 153 PAGE 457

FOR AND IN CONSIDERATION OF THE SUM OF One and no hundredths DOLLARS, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of

Fifty cents per rod, which sum is understood to include construction, crop, and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we Martha G Cryer, a widow, and Elizabeth Cryer Kent, a widow,

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:

Section 30 Township 15 N Range 12 E South half; and the north-west quarter of

Subject to a lease in favor of Highland Country Club dated February 1, 1923, covering the NW 30-15-12.

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

grantor, 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 linear rod 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 28

day of February, 1941

S. Bernard Lentz (SEAL) S. Bernard Lentz (SEAL) (SEAL) (SEAL)

Martha G. Cryer (SEAL) Elizabeth Cryer Kent (SEAL) (SEAL) (SEAL)

STATE OF Pennsylvania COUNTY OF Montgomery

Be it remembered, That on this 28 day of February, 1941 before me, the subscriber, a Notary Public in and for said County and State, personally came the within named

Martha G. Cryer & Elizabeth Cryer Kent

and who executed the within instrument, and who acknowledged the execution of the same, in conformity whereof, I have hereunto set my hand and seal this 28th day of February, 1941.

Notary Public