

MISCELLANEOUS RECORD No. 10

MARY E. SCHNEEKLOTH ETAL
TO
SOCOHY-VACUUM OIL CO., INC.
Rt. Way Agreement \$1.40 Pd.

Filed March 11, 1941, at 4 o'clock P.M.

James D. ...
County Clerk

RIGHT OF WAY AGREEMENT

J.E.D.

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, which sum is understood/include construction and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we Mary E. Schneekloth and Fred Schneekloth her husband Fred Hagedorn and Antonetta E. Hagedorn, his wife do hereby grant to SOCOHY-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 Sarpy County, Nebraska, described as follows: NW Section 20 Township 14N Range 12E Northwest quarter of Damages to crops will be paid after completion of 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 SOCOHY-VACUUM OIL COMPANY, Incorporated, its successors or assigns.

Copy to Mary E. Schneekloth

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal 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 3rd day of March, 1941.

Mary E. Schneekloth (SEAL)
Fred Schneekloth (SEAL)
Fred J. Hagedorn (SEAL)
Antonetta E. Hagedorn (SEAL)

STATE OF Nebraska }
COUNTY OF Sarpy } ss.

Be it remembered, That on this 4 day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Mary E. Schneekloth and Fred Schneekloth 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 whereof, I have hereunto set my hand and seal the day and year last above written.

C. E. PEARSON NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JAN. 18, 1945 *

STATE OF Nebraska } SE.
COUNTY OF Sarpy

C. R. Pearson
Notary Public

My Commission expires 1-18, 1945.

Be it remembered, That on this 5th day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Fred J. Hagedorn and Antonette Hagedorn 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 whereof, I have hereunto set my hand and seal the day and year last above written.

ORVILLE ENTENMAN NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES APRIL 5, 1945 *

My Commission expires April 5th, 1945.

Orville Entenman
Notary Public

FRANK MANN & W.F. :
TO :
SOCOGNY-VACUUM OIL CO., INC. :
Rt. Way Agreement 21120 Pd. :

Filed March 11, 1941, at 4 o'clock P.M.

Orville Entenman
County Clerk

RIGHT OF WAY AGREEMENT

L.L.C.

FOR AND IN CONSIDERATION OF THE SUM OF One & 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, which sum is understood to include construction, and for each rod of pipe laid thereon, to be paid when construction is actually started on premises, survey excepted, we Frank Mann and Mae Mann, his wife, do hereby grant to SOCOGNY-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 Sarpy County, Nebr., described as follows: Section 10 Township 13 Range 12 West half of the South-west quarter Crop damage to be paid on 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 SOCOGNY-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 rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.