

MISCELLANEOUS RECORD No. 10

01926-Kopp Printing Co., Omaha

JACOB TEX & WF.
TO
SOCONY-VACUUM OIL CO., INC.
Rt. of Way Agreem't \$1.30 Pd.

Filed July 15, 1941, at 10 o'clock A.M.

County Clerk

RIGHT OF WAY AGREEMENT

#390

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, 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 Jacob Tex and Josephine Tex his 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 Sarpy County, Nebraska, described as follows:

Section Township Range All that part of the SE¹ of Section 9, lying south of the Chicago, Rock Island & Pacific R.R. Township 13 N. R. 12 E.

The Route of pipe line is to be laid as now selected by grantee & grantor

All damages to be paid after completion of the 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 SOCONY-

VACUUM OIL COMPANY, Incorporated, its successors or assigns.

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.

parties thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 11 day of July, 1941

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Jacob Tex (SEAL)
Josephine Tex (SEAL)
(SEAL)
(SEAL)

STATE OF Nebraska)
COUNTY OF Sarpy) ss.

Be it remembered, That on this 11th day of July, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Jacob Tex and Josephine Tex, his wife, to me known to be the person named in, and who executed the within instrument; and to me they acknowledged the execution of the same.

In testimony whereby, 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

Orville Entenman
Notary Public

My Commission expires April 5th, 1945.