

# MISCELLANEOUS RECORD No. 10

533

WILLIAM BLUMER :  
TO :  
WHOM IT MAY CONCERN :  
AFF. \$1.05 Pd. :

Filed May 14, 1941, at 8 o'clock A. M.

*Bessie Detter*  
County Clerk

STATE OF NEBRASKA, :  
( SS.  
COUNTY OF SARPY. )

I, William Blumer, of lawful age, being first duly sworn on oath depose and say: That I have been a resident of Sarpy County for 59 years; that I was well and personally acquainted with Gottfried Westphalen, grantor in a warranty deed recorded in Book 39 Page 127 conveying lots 5, 6 and 19 in Block 12 and know of my own personal knowledge that he was one and the same person as Godfrey Westphalen, grantee in warranty deed recorded in Book Y, Page 227 of the records of Sarpy County, Nebraska, notwithstanding the discrepancy in the spelling of the names; also state that I was well and personally acquainted with Chris Wooding, grantor in a warranty deed recorded in Book 50, page 548 on April 8, 1921, conveying said lots to Henry C. Wooding and know of my own personal knowledge that he was a single man on the date above conveyance was executed.

3. Another affiant sayeth naught  
William Blumer

Subscribed in my presence and sworn to before me this 6th day of May, 1941.

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TOM DOOLEY, NOTARIAL SEAL \* Notary Public  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 17, 1942 \*

DANIEL R. SCHOBERT & WIFE : Filed May 17, 1941, at 9:30 o'clock A.M.  
TO :  
SOCONY-VACUUM OIL CO., INC. :  
Rt. of Way Agree'mt \$1.50 Pd. :

*Bessie Detter*  
County Clerk

## RIGHT OF WAY AGREEMENT

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 to 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 Daniel R. Schobert and Lucy S. Schobert 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 drops, 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:

NE 1/4 Section 29 Township 14N Range 12E

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

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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 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 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 May, 1941.

Orville Entenman  
Witness Orville Entenman

(SEAL)  
(SEAL)

Daniel R. Schobert  
Lucy S. Schobert

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

STATE OF Nebraska } ss.  
COUNTY OF Sarpy }

Be it remembered, That on this 6th day of May, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Daniel R. Schobert and Lucy S. Schobert; his 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.

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

Orville Entenman  
Notary Public.

My Commission expires April 5th, 1945.

EARL J. GNEVO  
TO  
NELS HOKENSON & WF.  
Land Cont. \$1.50 Pd.

Filed May 15, 1941, at 2.20 o'clock P.M.

*Peter Peter*  
County Clerk

THIS AGREEMENT, Made the 3rd day of May A. D. 1941 between EARL J. GNEVO SINGLE party of the first part, and NELS HOKENSON AND EVA HOKENSON HUSBAND AND WIFE parties of the second part.

WITNESSETH; That said party of the first part agrees to sell and convey to said parties of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of SARPY and State of Nebraska, towit: Lots Four (4), Five (5), and Six (6), in Block Eleven (11), FIRST ADDITION TO RANDOLPH PLACE, and addition in SARPY COUNTY NEBRASKA.

Said parties of the second part agrees to purchase said real estate from said party of the first part, and to pay to EARL J. GNEVO, as the purchase price for the same, the sum of ONE THOUSAND DOLLARS (\$1000.00) dollars, in payment as follows: