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, ~~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~~ I George T. Wilson

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 18 Township 15N Range 12 E

West half of the Northeast Quarter

This agreement covers the privilege of constructing only one line within 100 feet and parallel to the west line of the above described property.

Settlement will be made for damages to crops, fences and land immediately after completion of the pipe line.

with ingress and egress to and from same. The said grantor ___ h ___ 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 ___ h ___ 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 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 21st day of April, 1941.

(SEAL) George T. Wilson (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF California
COUNTY OF Los Angeles } SS.

Be it remembered, That on this 21 day of April, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named George T. Wilson to me known to be the person 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.

Edith L. Sloan
Notary Public.

My Commission expires 1/6/47, 1941

FORM P. L. 360A—1M-8-41

Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska 7 25 day April 1941 at 11:58 A.M. Thomas J. O'Connor, Register of Deeds.