

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 Two Hundred Dollars which sum is understood to include construction, crop and land damage, for encumbrance of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, xxx. Katharine G. Allison, widow woman

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 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: West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of section No. 30 Township 16 N. Range 12 E.

Line to be laid as shown and parallel to the west fence line, more specifically located on the attached blue print which is to be made a part hereof.

with ingress and egress to and from same. The said grantor, her 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 they agree 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, one by said grantee 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 the line, 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 as above 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

day of June 1941
Katharine G. Allison (SEAL)
Socony Vacuum Oil Company (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)

STATE OF Nebraska
COUNTY OF Douglas

Be it remembered, That on this June day of 1941 before me the undersigned a Notary Public in and for said County and State, personally came the within named Katharine G. Allison, widow woman,

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 whereof, I have hereunto set my hand and seal, the day and year last above written.

Notary Public

My Commission expires June 1942
Entered in Numerical Index and recorded in the Register of Deeds Office in Douglas County, Nebraska, on June 1941 at 11:24 A.M. Thomas D. Combs, Register of Deeds.