

J-223

RIGHT OF WAY AGREEMENT

Peter Schneider et al
to
Socony-Vacuum Oil Company
Filed May 29, 1941
at 10:30 O'clock A. M.
Helen K. Bolt, County Clerk

RIGHT OF WAY AGREEMENT

JPM
CJE

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 land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises,

survey excepted, we Peter Schneider, Clara Schneider, Sarah

Benck George Benck, Marie Kuenning, Ralph Kuenning, Eva Scott, Ben E. Scott, and Henry D. Schneider, 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 Washington County, Nebraska, described as follows:

Section 19 Township 17N Range 12E

East half of Southwest quarter & South half of Southwest quarter of Southwest quarter & west half of west half of Southeast quarter

Settlement for crop damages to be made after line is completed.

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.

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 13th day of March 1941.

Peter Schneider (SEAL)
Clara Schneider (SEAL)
Sarah Benck (SEAL)
Geo. Benck (SEAL)

Mrs. Marie Kuenning (SEAL)
Ralph Kuenning (SEAL)
Mrs. Eva Scott (SEAL)
Ben E. Scott (SEAL)
Henry D. Schneider (SEAL)

STATE OF Nebraska)
) SS.
COUNTY OF Otoe)

Be it remembered, That on this 13 day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Mrs. Marie Kuenning and Ralph Kuenning 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.

(NOTARIAL SEAL)

Howard Zimmers Notary Public.

My Commission expires July 1, 1945

STATE OF Nebraska)
) SS.
 COUNTY OF Washington)

Be it remembered, That on this 17th day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Peter Schneider and Clara Schneider and Sarah Benok and Geo. Benck 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.

(NOTARIAL SEAL)

C. J. Schmidt
 Notary Public.

My Commission expires March 7th, 1946.

STATE OF Nebr.)
) SS.
 COUNTY OF Lancaster)

Be it remembered, That on this 17 day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Mrs. Eva Scott & Ben E. Scott 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.

Ben Finkelstein
 Notary Public.

My Commission expires May 25, 1944

(NOTARIAL SEAL)
 (Comm. Expires)
 (May 13, 1937)

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

Be it remembered, that on this 27th day of May, 1941, before me, a Notary Public, in for the County and State aforesaid, personally came the within named Henry D. Schneider, to me known to be the person named, and who executed the within instrument; and to me he acknowledged the same to be his voluntary act and deed.

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

Wilmer R. Blakett
 NOTARY PUBLIC

My commission expires Sept. 1, 1941.

(NOTARIAL SEAL)
 (Comm. Expires)
 (9-1-41)