

MISCELLANEOUS RECORD No. 10

1926 - Klapp Printing Co., Omaha

JANE SCHOBERT : Filed March 18, 1941, at 11 o'clock A.M.
TO :
SOCONY-VACUUM OIL CO. INC. :
Rt. Way Agreem't \$1.50 Pd. : ^

Basin D. Jew
County Clerk

RIGHT OF WAY AGREEMENT

J.E.D.

Case File 36-126

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, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, I Mrs. Jane Schobert, of Papillion, Nebraska, by Daniel R. Schobert, her attorney-in-fact 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 Sargy County, Nebraska, described as follows: Sections 21 & 28 Township 14N. Range 12E.

All that part of Sections 21 and 28, bounded and described as follows: Beginning at the quarter section corner on the west side of said Section 28, and running thence East 8.25 chains; thence North 90.10 chains, more or less, to the middle of the channel of Papillion Creek; thence up-stream along the middle of the channel of said creek, by its various courses to the West line of said Section 21; thence South 92.50 chains to the place of beginning; containing 75.16 acres, more or less. Damages will be paid for crops after completion of pipe line. Said pipe line shall parallel and be within 3 rods of the east line of property to a point No. of a hill about 60 rods No. of the No. section line of Sec. 28. 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 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, her 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 22nd day of February, 1941.

Mrs. Jane Schobert by Daniel R. Schobert Atty in fact

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

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

STATE OF Nebraska }
COUNTY OF Sarpy } SS.

Be it remembered, That on this 3 day of March, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Mrs. Jane Schobert by Daniel R. Schobert her atty in fact. 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.

* C. R. PEARSON NOTARIAL SEAL * C. R. Pearson
* SARPY COUNTY, NEBRASKA * Notary Public
* COMMISSION EXPIRES JAN. 18, 1943 *

My Commission expires 1-18, 1943.

HENRY J. EBY & WF. : Filed March 20, 1941, at 1 o'clock P.M.
& :
ANDREW K. ANDERSON ETAL : ^
Art. of Agreem't \$1.50 Pi. : Bruce D. ...
County Clerk

THIS AGREEMENT, Made and entered into this 24th day of December A. D., 1940 between Henry Eby and Emma Eby, husband and wife of the town of Omaha, County of SARPY, and State of Nebraska of the first part, and A. K. Anderson and Carrie Grace of the town o. County of Sarpy, and State of Nebraska, of the second part.

WITNESSETH, That the said party of the second part, covenants and agrees to and with the said parties of the first part, to purchase two vacant acres of ground which are located Beginning at point \$12.0 ft, West of 53 ft North of the center of Section 35 township 14 north range, 13 East of the 6 PM Sarpy County Hebr. Thence North 16 degrees and 50 Min east a distance of 425 ft. Thence west 215 FT to point on the right a way line of Highway 75, said point being 33 FT South Easterly from at right angles to the center line of said highway. Thence So 16 degrees at 50 Min west Parallel to and 53 ft from said center line a distance of 425 ft to a point 33 ft North of the South line of the North west corner of said section 35, Thence east 215 ft to the place of beginning containing two (2) acres.

And the said parties of the first part covenants and agrees to pay to the said party of the second part for the same, the sum of Four Hundred & 00/100 (\$400.00) DOLLARS as follows, viz \$400.00 in cash when abstract is brought down to date showing good title in the seller and deed delivered.

This agreement shall be binding upon both parties until the 20th day p of January, 1941. At which time the party of the second part shall deposit with parties of the first part \$100.00 to show good faith. The parties of the first part will then have ten days to extend the abstract and transfer the property by Warranty Deed. with interest on the amount due, payable at the time of each payment.

and for the true and faithful performance of all and every one of the covenants and agreements above mentioned, the parties to these presents bind themselves, each unto the other, in the penal sum of One Dollar (1.00) DOLLARS, as liquidated damages, to be paid by the failing party.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands, the day and year last above written.