

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On this 12th day of June, 1941, before me the undersigned, Helen Youngberg a Notary Public, duly commissioned and qualified, for and residing in said County, personally came A. E. Tuck and R. L. Kaidera to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Asst. Treasurer and acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

\*\*\*\*\*  
HELEN YOUNGBERG NOTARY PUBLIC \*  
NEW YORK COUNTY, N. Y. \*  
\*\*\*\*\*

Helen Youngberg  
HELEN YOUNGBERG  
Notary Public, New York Co. No. 31, Reg. No. 3-Y-34  
Term Expires March 30, 1943

JANE SCHOBERT  
TO  
SOCONY-VACUUM OIL CO., INC.  
Rt. Way Agreement \$1.30 Pd.

Filed June 27, 1941, at 9:30 o'clock A.M.

*Deane D. [Signature]*  
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, I Jane Schobert widow 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 Sarpy County, Nebraska, described as follows:

W<sup>2</sup> or W<sup>2</sup> of the NW<sup>1</sup> Section 28 Township 14N Range 12E

Crop damages to be Paid after Completion of Pipe line 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.

# MISCELLANEOUS RECORD No. 10

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 24 day of June, 1941.

(SEAL)	Jane Schobert	(SEAL)
(SEAL)		(SEAL)
(SEAL)		(SEAL)
(SEAL)		(SEAL)

STATE OF Nebraska }  
COUNTY OF Sarpy } SS.

Be it remembered, That on this 24th day of June, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Jane Schobert 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.

Orville Entenman  
Notary Public

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

My Commission expires April 5th, 1945.

FRANCES M. HARGIS & HS. :  
TO :  
MARK J. RODDY & Wf. :  
Land Contract \$1.75 Pd. :

Filed June 28, 1941, at 11:30 o'clock A.M.

Ben D. ...  
County Clerk

THIS AGREEMENT, Made the 27th day of June A. D. 1941 between Frances M. Hargis and James A. Hargis, wife and husband parties of the first part, and Mark J. Roddy and Mayme A. Roddy, husband and wife, as joint tenants and not as tenants in common, parties of the second part.

WITNESSETH, That said parties of the first part agree 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, to wit: Lots One (1) and Four (4), in Block Eight (8), in First Addition to Randolph Place, an addition in Sarpy County, Nebraska, as surveyed, platted and recorded;

subject to the 1941 County Tax; subject also to all special assessments due but not delinquent at this date.

Said parties of the second part agree to purchase said real estate from said parties of the first part, and to pay to them, as the purchase price for the same, the sum of One Thousand Fifty & 00/100 (\$1,050.00) dollars, in payment as follows:  
Five hundred & 00/100 (\$500.00) Dollars, receipt whereof is hereby acknowledged, and the remaining balance of Five Hundred Fifty & 00/100 (\$550.00) Dollars, is to be paid in monthly installments of Five & 00/100 (\$5.00) Dollars which include interest at the rate of five per cent. per annum, payable monthly, said payments to begin August 1, 1941 and continue on the first day of each and every month thereafter until fully paid together with interest thereon