

RIGHT OF WAY AGREEMENT

BOOK 155 PAGE 64

FOR AND IN CONSIDERATION OF THE SUM OF ~~One Thousand~~ DOLLARS, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of

~~Five Cents~~ per rod, which sum is understood to include construction, ~~etc.~~, and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we

~~Carl L. Crammer and Mary Crammer~~

~~In Co-operation with Will executors of the estate of~~

~~John Crammer, deceased~~

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 pipes, 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 27 Township 16 N Range 2 E

~~NE 1/4 SW 1/4 NW 1/4 SE 1/4, that part of the NE 1/4 lying west of~~

~~a creek running N.E. & S.W. and the North 15 rods of SW 1/4~~

~~See map~~

~~Prop. of James and wife Carl L. Crammer, deceased~~

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 grantor, ~~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

day of ~~May~~ 1941.

(SEAL)

Mary Crammer and (SEAL)

(SEAL)

Carl Crammer and (SEAL)

(SEAL)

Co-administrators with (SEAL)

(SEAL)

Amber of the Estate of (SEAL)

(SEAL)

John Crammer, deceased (SEAL)

STATE OF ~~Nebraska~~

COUNTY OF ~~Douglas~~

SS.

Be it remembered, That on this ~~16th~~ day of ~~May~~ 1941 before me, the subscriber, a Notary Public in and for said County and State personally came the within named

~~Carl Crammer and Mary Crammer, Co-administrators of the Estate of John Crammer, deceased~~

~~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.~~

My Commission expires

May 15 - 1945

Donald C. Grand

Notary Public

FORM P. L. 150A-2M-1-41

Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
May 15, 1941 at 10:45 A.M. Thomas J. O'Connor, Register of Deeds

155 PAGE 644

A P P E A L
V C 2960 Doms Trivinsky

Nector C. Graham, being first duly sworn,
doth say and doth say that of my own knowledge I know that B.R. Hastings,
did acquire title to Lot 12, in Block 17, Central Park, an addition to
the City of Omaha, Douglas County, Nebraska, by Treasurer's Deed dated 2/18/07 recorded
in the Register of Deeds Office of Douglas County, Nebraska, Book 296 Page 261 is the same person as Byron R. Hastings Grantee
in the Deed dated February 26, 1907 recorded March 7, 1907 Book 296 Page
261 and Byron R. Hastings Grantor in the Deed dated March 6, 1907 recorded
in the Register of Deeds Office of Douglas County, Nebraska Book 296 Page 599, and

doth further say and doth say that I am the same person as Nector C. Graham.

Notary Public

May 11, 2007
Filed in the Register of Deeds
Douglas County, Nebraska