

6-inch Oil Pipe Line Crossings  
MP 13.37 Lane Cut Off and MP  
20.46 Old Main Line

Cont. Dept. No. 25649  
(Nebr. Divn. File No. ND-1858)  
DUPLICATE ORIGINAL  
UP Copy

THIS AGREEMENT, made and entered into this

27<sup>th</sup> day of May, 1941,

by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter called "Railroad Company"), and SOCONY-VACUUM OIL COMPANY, INCORPORATED, a corporation of the State of New York, with its principal place of business at Kansas City, Missouri (hereinafter called "Licensee"), WITNESSETH:

RECITALS:

The Licensee desires to construct, maintain and operate oil pipe lines (hereinafter referred to collectively as "Pipe Line") across the right of way and under the tracks of the Railroad Company at locations more particularly described as follows:

CROSSING AT MILE POST 13.37 LANE CUT OFF:

Extending across the right of way and under the tracks of the Railroad Company at a point 2494.5 feet distant (when measured along the center line of the Railroad Company's westbound main track) westerly from the east line of Sec. 31, Twp. 15 N., Rge. 12 E. of 6th P.M., near Lane, Douglas County, Nebraska, in the location shown by yellow line on the print hereto attached, dated May 10, 1941, marked "Exhibit A", and hereby made a part hereof;

CROSSING AT MILE POST 20.46 OLD MAIN LINE:

Extending across the right of way and under the track of the Railroad Company at a point 970.3 feet distant (when measured along the center line of the Railroad Company's main track) southeasterly from the west line of Sec. 17, Twp. 14 N., Rge. 12 E. of 6th P.M. in Sarpy County, Nebraska, in the location shown by yellow line on the print hereto attached, dated May 10, 1941, marked "Exhibit B", and hereby made a part hereof.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. RAILROAD COMPANY GRANTS RIGHT.

In consideration of the sum of twenty dollars (\$20.00) to be paid by the Licensee to the Railroad Company upon the execution and delivery of this agreement and in further consideration of the covenants and agreements herein set out to be by the Licensee kept, observed and performed, the Railroad Company hereby grants to the Licensee, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain and operate the Pipe Line across said right of way and under said tracks in the locations in the recitals hereof described.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others) and the right of the Railroad Company to renew and extend the same.

## Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The Pipe Line shall be constructed, operated, maintained, repaired, renewed and/or reconstructed by the Licensee in strict conformity with Union Pacific System Common Standard Specification 1029, which is hereby, by reference, made a part hereof. A copy of said Specification 1029 is on file in the office of the Chief Engineer of the Railroad Company and a copy thereof has heretofore been furnished to the Licensee.

The Licensee shall keep and maintain the soil over the Pipe Line thoroughly compacted and the grade even with the adjacent surface of the ground.

All work performed on said right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the Pipe Line shall be done under the supervision and to the satisfaction of the Railroad Company.

Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal or reconstruction of the Pipe Line where it passes underneath the roadbed and track or tracks of the Railroad Company, the Licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Chief Engineer of the Railroad Company and then only under the supervision of said Chief Engineer or his authorized representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its said track or tracks during the time of construction, maintenance, repair, renewal or reconstruction of the Pipe Line, and in the event the Railroad Company provides such support the Licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten per cent (10%) to cover elements of expense not capable of exact ascertainment.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

The Licensee shall notify the Railroad Company at least forty-eight hours in advance of the commencement of any work upon said right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the Pipe Line.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipe Line, including any and all expense which may be incurred by the Railroad Company in connection therewith for supervision or inspection, or otherwise.

Section 5. MODIFICATION OR RELOCATION OF PIPE LINE.

The Licensee shall, at its sole expense, make any and all modifications or changes in the Pipe Line, or move all or any part thereof to such new location as may be required by the Railroad Company at any time in connection with the construction, maintenance, repair, renewal, use, operation, change, modification or relocation of railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities of the Railroad Company upon said right of way.

All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair and renewal of the Pipe Line on said right of way in the location hereinbefore described shall apply to the Pipe Line as modified, changed or relocated within the contemplation of this section.

Section 6. PIPE LINE NOT TO INTERFERE WITH OPERATION OF RAILROAD.

The Pipe Line shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and premises of the Railroad Company, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. CLAIMS AND LIENS FOR LABOR AND MATERIALS-TAXES.

The Licensee shall fully pay for all materials joined or affixed to and labor performed upon said right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the Pipe Line, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against said right of way for any work done or materials furnished thereon at the instance

or request or on behalf of the Licensee; and the Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

The Licensee shall promptly pay or discharge all taxes, rates, charges and assessments levied upon, in respect to, or on account of the Pipe Line, so as to prevent the same becoming a charge or lien upon said right of way, or any other property of the Railroad Company, and so that the taxes, charges and assessments levied upon or in respect to said right of way and other property of the Railroad Company shall not be increased because of the location, construction or maintenance of the Pipe Line or any improvement, appliance or fixture connected therewith placed upon said right of way, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the right of way or other property of the Railroad Company, then the Licensee shall pay to the Railroad Company an equitable proportion of such taxes determined by the value of the Licensee's property upon said right of way as compared with the entire value of said right of way.

#### Section 8. RESTORATION OF RAILROAD COMPANY'S PROPERTY.

In the event the Licensee shall take down any fence of the Railroad Company or in any manner move or disturb any of the other property of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the Pipe Line, then and in that event the Licensee shall, as soon as possible and at its sole expense, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any of the other property of the Railroad Company.

#### Section 9. DISPOSAL OF PROPERTY.

In the event the Railroad Company shall dispose of any of its property upon which the Pipe Line is located, as herein provided, the license or permit herein granted, with respect to the portion of the Pipe Line located upon the property so disposed of, shall forthwith cease and determine.

#### Section 10. LIABILITY.

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liability, loss

damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Railroad Company or property in its care or custody), whether such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the Pipe Line or the explosion or ignition of gas or oil carried therein or escaping therefrom, or in any other way whatsoever is due to, or arises because of, the existence of the Pipe Line or the operation, construction, maintenance, repair, renewal, modification, reconstruction, revision, relocation or removal of the Pipe Line or any part thereof, or to the contents therein or therefrom. And the Licensee does hereby release the Railroad Company from all liability for damages on account of injury to the Pipe Line from any cause whatsoever.

Section 11. TERMINATION ON ABANDONMENT OR DEFAULT:

Disuse of the Pipe Line continuing, at any time, for a period of one year shall constitute an abandonment thereof, and in the event of such an abandonment the Railroad Company may, at its option, terminate this agreement.

If the Licensee shall fail to keep and perform all or any of the covenants and agreements herein contained to be by it kept and performed, or if the Licensee shall fail to make any of the payments which it is obligated to make hereunder, and such default shall continue for a period of thirty days after written notice from the Railroad Company to the Licensee specifying such default, then the Railroad Company may, at its option, forthwith terminate this agreement.

Section 12. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Within ninety days after the termination of this agreement howsoever, the Licensee shall, at its sole expense, remove the Pipe Line from those portions of said right of way not occupied by the roadbed and track or tracks of the Railroad Company and shall restore, to the satisfaction of the Railroad Company, said portions of said right of way to as good condition as they were in at the time of the construction of the Pipe Line; and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the Licensee. The Railroad Company may, at its option, upon such termination, at the expense of the Licensee, remove the portions of the Pipe Line located underneath said roadbed and track or tracks and restore said roadbed to as good condition as it was in at the time of the construction of the Pipe Line, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Railroad Company. In the event of the removal of the Pipe Line as in this section provided, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such

removal shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Railroad Company may have against the Licensee.

Nothing in this section contained shall obligate the Licensee to remove the Pipe Line because of termination of this license with respect to same under the provisions of Section 9 hereof in cases where the Licensee shall have made arrangements for the continuation of the Pipe Line with the grantee or grantees of the Railroad Company.

Section 13. WAIVER OF BREACH.

The waiver by the Railroad Company of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not sublet, in whole or in part, the rights hereby granted and shall not assign this agreement without the written consent of the Railroad Company, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights hereby granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Railroad Company, shall terminate this agreement.

Section 15. EFFECTIVE DATE - TERM.

This agreement shall take effect as of the

16th day of May, 1941,

and shall continue in full force and effect until terminated as herein provided.

Section 16. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused

this agreement to be executed in duplicate as of the date first herein written.

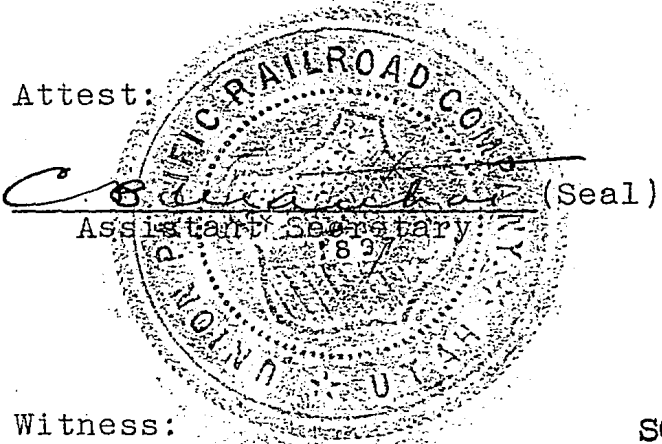
Witness:

UNION PACIFIC RAILROAD COMPANY,

[Signature]

By C. P. Cahill  
General Manager

Attest:



C. B. [Signature] (Seal)  
Assistant Secretary

Witness:

SOCONY-VACUUM OIL COMPANY,  
INCORPORATED,

J. L. Dayhoff

By H. R. Reynolds  
ATTORNEY-IN-FACT President

Attest:

\_\_\_\_\_  
Secretary (Seal)

APPROVED:

[Signature]  
Section Engineer

Approved as to form  
[Signature]  
Approved as to execution  
[Signature]  
General Attorney

CPC  
Comp.

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of June, 1941,  
before me, a Notary Public in and for said county in the  
state aforesaid, personally appeared C. P. CAHILL, to me  
personally known, and to me personally known to be the  
General Manager of Union Pacific Railroad Company; and to  
be the same person whose name is subscribed to the foregoing  
instrument, and who, being by me duly sworn, did say that he  
is the General Manager of Union Pacific Railroad Company;  
that the seal affixed to said instrument is the corporate  
seal of said corporation; and that said instrument was  
signed and sealed on behalf of said corporation by authority  
of its board of directors; and the said C. P. Cahill  
acknowledged said instrument to be his free and voluntary  
act and deed, and the free and voluntary act and deed of  
said corporation, by it voluntarily executed, for the uses  
specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal the day and year last above written.

My commission expires 10/28/46.

[Signature]  
Notary Public.

Residing at Omaha Neb

(Seal)





STATE OF Missouri  
COUNTY OF Jackson

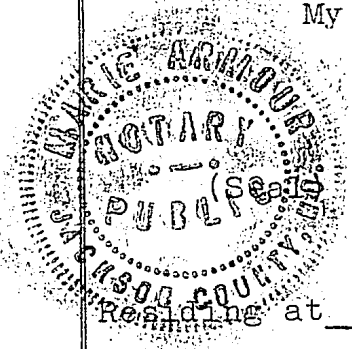
SS

On this 27 day of May  
A. D. 1941, before me, a Notary Public duly commissioned  
and qualified in and for said County, personally came  
H R McReynolds <sup>ATTORNEY-IN-FACT</sup> ~~President~~  
of SOCONY-VACUUM OIL COMPANY, INCORPORATED,

who is personally known to me to be the identical person  
whose name is affixed to the foregoing instrument as  
~~ATTORNEY-IN-FACT~~ President of said SOCONY-VACUUM OIL COMPANY,  
INCORPORATED, and acknowledged said instrument to  
be his voluntary act and deed and the voluntary act and deed  
of said SOCONY-VACUUM OIL COMPANY, INCORPORATED

WITNESS my hand and notarial seal at Kansas City,  
Missouri in said County, on the day and  
year above mentioned.

My commission expires \_\_\_\_\_ My Commission Expires August 6, 1941 .



Marie Armour  
Notary Public.

Residing at 925 Grand Ave K C Mo

2. Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
19 day June 1941 at 8.30 A. M. Thomas J. O'Connor, Register of Deeds.