

Right of Way Grant

663

FROM
Edward C. Mlinar and Hattie R. Mlinar

STATE OF NEBRASKA } ss.
COUNTY OF Holt }

Entered in Numerical Index and filed for record in
said County the .19 day of October 19 66
at 8 o'clock and minutes A. M. and recorded in
Book 47 page 663 of Miscellaneous
Kenneth Waring County Clerk—Register of Deeds,
By Irene Booth Chief Clerk

TO
KANSAS-NEBRASKA NATURAL GAS COMPANY, Inc.

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Edward C. Mlinar and Hattie R. Mlinar, husband and wife and each in his and her own individual right

of the County of Holt and State of Nebraska for and in consideration of the

sum of fifty cents per linear rod, receipt of Five Dollars of which consideration is hereby acknowledged, the balance to be paid after the completion of any pipe line constructed hereunder, do hereby GRANT, CONVEY and CONFIRM unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called "Grantee") the RIGHT-OF-WAY and EASEMENT to construct, install, maintain, renew, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum

products and other fluids, or any thereof, in, under, upon and through the following described lands situated in the county of Holt

and State of Nebraska to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 30, North of Range 15, West of the 6th P.M.

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained; together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property of Grantee located thereto, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil, to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee; any such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns of an additional sum of fifty cents per linear rod for each such additional line.

(3) As further consideration for this grant, Grantee agrees to install a tap on any gas pipe line constructed by Grantee upon Grantors' said premises for the purpose of supplying gas, so long as such pipe line shall be maintained by Grantee, for use upon said premises for domestic purposes only and not for resale. Gas supplied under the terms of this clause shall be measured and delivered at the line of Grantee at the same price and under the same rules and regulations, as far as applicable, as in effect from time to time for similar service to domestic customers in

Atkinson, Nebraska in which Grantee retails natural gas. All connections and equipment from the outlet of the meter shall be furnished and paid for by Grantors under rules and regulations of Grantee. The meter and regulator setting will be installed by Grantee which will retain ownership thereof. This provision shall be given effect upon written notice from Grantors.

(4) It is agreed by Grantors that any payment of consideration due under the terms hereof may be made jointly to Grantors and any mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this 30th day of June, 19 66.

In presence of:

Francis D. Lee

Edward C. Mlinar
Hattie R. Mlinar

Right-of-Way Agent.

47-663

STATE OF Nebraska }
COUNTY OF Holt } ss.

BE IT REMEMBERED that on this 30 day of June, A.D. 19 66 before me, a notary public in and for the county and state aforesaid, personally appeared the above named Edward C. Mlinar and Hattie R. Mlinar, husband and wife

are ~~whxxx~~ personally known to me to be the same person^s who executed the foregoing instrument and such person^s duly acknowledged the execution of the same and acknowledged said instrument to be ^{their} ~~his~~ voluntary act and deed.

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

My commission expires
Sept. 2, 1966

Francis D. Lee

Notary Public

*FRANCIS D. LEE, NOTARIAL *
*SEAL, HOLT COUNTY, NEBRASKA *
