

RIGHT-OF-WAY CONTRACT RECORD

Contains 382 Printed Words.

282178-OMAHA PRINTING CO. - OMAHA

FROM

Willard Conkle

TO

Continental Construction Corporation

STATE OF NEBRASKA, } ss.

Otoe County,

and filed for record in the Register of Deed's office of said County, the 16 day of June 1930, at 8 o'clock and minutes, A.M., and recorded in Book 16 page 750 of Miscellaneous.

Ruth Hebard Schreiber

By

Entered in Numerical Index of said County, the 16 day of June 1930, at 8 o'clock and minutes, A.M., of Miscellaneous.

Register of Deeds, Deputy.

For and in consideration of the sum of One Hundred Twenty Two DOLLARS (\$122.00 ) to us in hand paid, receipt of which is hereby acknowledged Willard Conkle Widower do hereby grant, convey and warrant to Continental Construction Corporation its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, or pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with their necessary appurtenances, over, and thru the following real estate in Otoe County, State of Nebraska, to-wit:

The North West quarter of Section 36--and the North half of the South East quarter of Section 35 Township 8-North Range 9-East of the 6--P. M.

And also from time to time additional such pipe lines, and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning March 1 1930 on Basis. (Cash or Crop) May 1930.

Executed this 16th day of May, 1930.

Willard Conkle

STATE OF NEBRASKA

County of Otoe.

ss.

On this 16 day of May, 1930, personally appeared before me Dean Marshall a Notary Public, in and for said county, Willard Conkle a widower and his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known (or on the oaths of one or more witnesses for that purpose by me duly sworn, satisfactorily proved) to me to be the individuals described in and who executed the said annexed instrument as parties thereto, and they severally acknowledged the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand (and affixed my official seal) the day and year first above written.

My commission expires Dec. 6--1930.

Dean Marshall

Notary Public.

Witness

Dean Marshall

