

33/577

For and in consideration of the sum of One hundred & no/100 Dollars (\$100.00) in hand paid by Williams Brothers Pipe Line Company, a Delaware corporation, herein called Grantee, whose mailing address is P. O. Drawer 3448, Tulsa, Oklahoma, the receipt of which is hereby acknowledged, First Church of God, a Nebraska corporation, hereinafter styled Grantor, does hereby grant to Williams Brothers Pipe Line Company, its successors or assigns, the right to construct, maintain, operate, repair, rebuild, alter and remove at any time, or times, an interface detector system, including the necessary buildings, fences, pipe, valves, pole lines, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation and maintenance of such system together with the right of ingress and egress to and from the same on that certain tract of land owned by Grantor and described as follows:

A tract of land in Lot 12, Marshall and Lobeck's Subdivision of the North half of the Northwest Quarter (N $\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning on the north line of Franklin Street (platted Annie Hays) at a point 15 feet east of Grantee's easterly-most pipe line; thence North at right angles to the north line of said street a distance of 50 feet; thence West along a line parallel to the north line of said street a distance of 50 feet; thence South to the north line of Franklin Street; thence East 50 feet to the point of beginning.

It is further agreed and understood that there shall be paid an additional compensation in the amount of Four thousand nine hundred and no/100 Dollars (\$4,900.00) before beginning construction of such system if and when installed on the above described land. If payment of the said \$4,900.00 is not tendered within 60 days of the date hereof this agreement will become void.

It is further understood that Williams Brothers Pipe Line Company shall pay all damages to growing crops, fences, and present improvements caused by the construction, maintenance, operation, repair, rebuilding, alterations, and removal of said system, and shall pay all taxes and assessments levied on or because of improvements constructed by Grantee under this easement.

The terms and provisions of this easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all curtesy and homestead exemption of said state.

TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee, its successors and assigns, until such time as Grantee, its successors and assigns, release or relinquishes, in writing, its rights herein granted.

Grantee shall cause a survey to be made of above described land and shall deliver a copy of the survey description to Grantor. Grantee, also, shall cause a chain link fence to be erected and shrubbery to be planted around the perimeter of the land herein described.

WITNESS THE EXECUTION HEREOF THE 15th DAY OF September  
A.D. 1971. BOARD OF TRUSTEES, OF FIRST CHURCH OF GOD:

Lucy J. Malcom  
Ruby Lee Harsh  
Norma Murphy  
Maldon B. DeLeon  
Rev Richard W. Hickey

## ACKNOWLEDGMENT FOR INDIVIDUAL

State of Nebr  
County of Lincoln

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 15th day of Sept, 1971, personally appeared Paul Malcolm Ruggieri and Norma Murphy Maldonado who are known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My Commission expires March 5, 74, 1974

*Samuel Hargis*  
Notary Public

## ACKNOWLEDGMENT FOR INDIVIDUAL

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT FOR INDIVIDUAL

By _____	Depth	
MAIL		
N		G.P.M.-PG
Compared	33-577	Fee 625

# REGISTER OF DEEDS

E. Harold Oster

THE STATE OF NEBRASKA }  
Douglas County  
Entered in Numerical Index and filed  
for Record in the office of the Register  
of Deeds of said County and recorded in  
Book 504 of new  
Page 399

RECEIVED  
1971 NOV 1 PM 1 52  
G. HAROLD OSTLER  
FBI  
NOV 1 1971  
101

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to  
be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he, as such  
\_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

(Title of Officer)

WILLIAMS BROTHERS PIPE LINE COMPANY  
P. O. DRAWER 3413  
TULSA, OKLAHOMA 74101