

MISCELLANEOUS RECORD No. Y

48343 *** K-H PRINTING CO., OMAHA ***

ASSIGNMENT
The Globe Oil & Refining Co.
- to -
The Nat'l Coop Refinery Assn.

COMPARED

Filed August 27, 1943 at 10:25 A. M.
Lucille Horn Gaines
Register of Deeds
\$ 6.30

ASSIGNMENT OF PIPE LINE RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, THE GLOBE OIL & REFINING COMPANY, a Kansas Corporation, of Wichita, Kansas, does hereby sell, assign, transfer and set over unto THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, a Kansas Corporation, of McPherson, Kansas, all of the right, title and interest which it has acquired under and by virtue of the following pipe line right of way grants upon and covering the respective tracts of land hereinafter described, in Cass County, Nebraska, to-wit:

Helen Ost, Luella Kane, Earl Kane, Lizzie Kuhl, Harry Kuhl, Minnie Ost, William G. Ost, Emilia Ost, Rose Moser, Robert Moser, Edward Ost, Elsie Ost, Alma Anderson, A. C. Anderson, Edith McCarthy & Charles McCarthy by W. A. Ost, Attorney in Fact & W. A. Ost & Clara N. Ost - East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) & West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) & Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) & Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nine (9) & Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-one (31), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 373.

Louie W. Ross & Agnes A. Ross - West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) & Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 356.

Carl A. Balfour & Amelia N. Balfour - Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30) & East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-one (31), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 355.

George Kime, Pearl Kime, Gilbert Kime & Kate L. Kime - Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) & Southwest Quarter (SW $\frac{1}{4}$) excepting therefrom the rock quarry thereon of Section Twenty-nine (29), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 355.

Isadore Sheldon Tucker & Marion N. Tucker - Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) & East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) & Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-nine (29), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 356.

Mable Lewis, Guardian of Louelle Ketch - Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20), Township Ten (10) North, Range Thirteen (13) East of the 6th P.M. Recorded Book Y, Page 376.

Evelyn Sheldon, Vilas P. Sheldon, Jr., Della Sheldon, Elizabeth Jane Sheldon, Frank Merrill Sheldon & Martha Sheldon - North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) & Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) & Lot Four (4) in Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) & North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) & North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) & South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) & Lot Two (2) in Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), all in Section Twenty (20) & Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-one (21) & South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Sixteen (16), all in Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Pages 357 & 358.

R. N. Opp & Emma K. Opp - Southeast Quarter (SE $\frac{1}{4}$) of Section Seventeen (17) & Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Sixteen (16), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 358.

The Prudential Insurance Company of America - Across the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), Township Ten (10) North, Range Thirteen (13) East of the 6th P.M. Recorded Book Y, Page 387.

Lewis B. Mougey & Nettie Mougey - East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Nine (9) & Northwest Quarter (NW $\frac{1}{4}$) of Section Ten (10), all in Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 358.

J. R. Cross, Grace Cross, Maria A. Cross, Carl C. Cross, Blanche Cross - South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Three (3), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 359.

Melvin R. Todd & Ruth U. Todd - East Half (E $\frac{1}{2}$) of Section Three (3) & West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Ten (10), all in Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 360.

Delbert W. Todd & Lillian H. Todd - North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Two (2), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 360.

H. L. Hansen & Elsie Hansen - Northeast Quarter (NE $\frac{1}{4}$) of Section Sixteen (16), Township Ten (10) North, Range Thirteen (13) East. Recorded Book Y, Page 361.

Lauren B. Todd & Pauline A. Todd - South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-six (26), also West Half (W $\frac{1}{2}$) & South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-five (35), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 361.

Mae Martha Beam, Pearl Reed, Myra Helen Chase & W. D. Chase - South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-six (26), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 362.

Martin Sporer & Mrs. Mae Sporer - North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-six (26), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 363.

Glen Todd & Alice Todd - South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) & North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-six (26), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 363.

Mary A. Taylor - North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-six (26), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 363.

Nellie Spangler, Richard E. Spangler, Jean H. Spangler & Mary Alice Spangler - Southeast Quarter (SE $\frac{1}{4}$), right of way not to exceed thirty-three (33) feet in width, of Section Twenty-three (23),

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Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 364.

Gladys M. Lindner & Will Lindner - Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) & Lot Three (3) in Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) & Lot Eight (8) in Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Eleven (11) North Range Thirteen (13) East. Recorded Book Y, Page 365.

L. C. Hoschar - Lot Six (6) & Lot Seven (7) in Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 365.

Jo Hall Soule & F. James Hall - West Half of the West Half of the Northeast Quarter (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$) & Lot One (1) in Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) & Lots Two (2) & Eleven (11) in Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), all in Section Twenty-four (24), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 375.

Eliza A. Gilmore & G. H. Gilmore - Lot Five (5) in Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) & Lot Four (4) in Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) & Lot Fourteen (14) in Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) & Lot Fifteen (15) in Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) & South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), all in Section Thirteen (13), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 365.

Katie Bintner - Lot Eight (8) in Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) & Lot Nine (9) in Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) & South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) & Lot Ten (10) in Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) & Lot Eleven (11) in Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirteen (13), Township Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 366.

Pearl H. Young & Rex Young - Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Lot Twenty (20) in Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twelve (12) & Lot Seven (7) in Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) & Lot Six (6) in Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirteen (13), all in Eleven (11) North, Range Thirteen (13) East. Recorded Book Y, Page 366.

T. H. Pollock & Lida P. Pollock - Lot One (1) in Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Lots Twenty-two (22) & Twenty-three (23) in West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) Lot Two (2) in Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$), & Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twelve (12), all in Township Eleven (11) North, Range Thirteen (13) East & Southeast Quarter (SE $\frac{1}{4}$) of Section One (1) & Lot Thirteen (13) in Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twelve (12) & Lot Fourteen (14) in Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twelve (12), all in Township Eleven (11) North, Range Thirteen (13) East, all East of the 6th P.M. Recorded Book Y, Page 367.

R. A. Troop & Nellie Troop - Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Six (6), Township Eleven (11) North, Range Fourteen (14) East. Recorded Book Y, Page 372.

John Bergmann & Clara Bergmann - Northwest Quarter (NW $\frac{1}{4}$) & West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Six (6), Township Eleven (11) North, Range Fourteen (14) East. Recorded Book Y, Page 377.

Philip G. Lepert & Margaret Lepert - East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) & Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-one (31), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 367.

Julius A. Pitz, Tony Pitz, Edith E. Tutt & E. S. Tutt - Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) & Fifteen (15) acres off South Side of Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-one (31), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 374.

W. H. Tuey - Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-one (31), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 368.

Ticia Blanche Horning & Eliza Olive Horning - East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) & Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty (30), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 368.

Merle Rainey & Hazel I. Rainey - Tax Lot Fifty-five (55) in Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-nine (29), East Thirty (30) acres of Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$). West Half of the Northeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) known as Tax Lot Three (3), South Thirteen (13) acres of East Half of the Northeast Quarter of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) known as Tax Lots Two (2) & Twelve (12) in Section Thirty (30), all in Township Twelve (12) North, Range Fourteen (14) East, except Public Highway. Recorded Book Y, Page 374.

Mark Iles & Rhoda Iles - Lot Fourteen (14) in Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20) & Lots Forty-one (41), Forty-two (42) & Forty-three (43) in Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 371.

John Chovanec & Christina Chovanec - Lot Four (4) in West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$), Lot Five (5) & Part of Lot Thirty-six (36) in Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Lot Thirty (30) in West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) & Lots Thirty-one (31), Forty-four (44), Forty-five (45) & Lot Forty-six (46) in Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty (20), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 369.

Frank Seydlitz - Lots Three (3), Eight (8), Twenty-eight (28) & Forty (40) in Section Twenty (20), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 370.

T. H. Pollock & Lida P. Pollock - Lots Two (2), Thirty-two (32) & Part of Lot Thirty-six (36) in Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty (20), Township Twelve (12) North, Range Fourteen (14) East. Recorded Book Y, Page 369.

To have and to hold unto the said THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors and assigns, forever, together with all incidental rights and privileges of every kind and character arising out of said pipe line right of way grants, free and clear of any lien or encumbrance created by Assignor.

MISCELLANEOUS RECORD No. Y

1943 *** K-C PRINTING CO. OMAHA ***

LL Brown & Co. Press Co. Litho

IN WITNESS WHEREOF, the undersigned has hereunto caused the same to be executed by its duly authorized officers this 26th day of July, 1943.

ATTEST:
R. E. Everett
Asst. Secretary

(THE GLOBE OIL & REFINING)
(COMPANY WICHITA, KANSAS)
(CORPORATE SEAL)

THE GLOBE OIL & REFINING COMPANY
By F. L. Jehle
Vice President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this 26 day of July, 1943, before me, the undersigned, a Notary Public, duly commissioned in and for the County and State aforesaid, came F. L. Jehle Vice President of The Globe Oil & Refining Company, a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation.

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

(ROBERT E. YADON NOTARY PUBLIC)
(SEDGWICK CO. KANS.)

Robert E. Yadon
Notary Public

My commission expires: May 27, 1944.

LEASE
John G. Hansen et ux
- to -
Victory Stone Co.
COMPARED
Filed November 2, 1943 at 3:30 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.70¹

QUARRY LEASE AGREEMENT.

This lease made this 28th day of August 1943, by and between John G. Hanson of Nehawka, Cass County, Nebraska, party of the first part, and G.W.Hart, doing business under the name and style of Victory Stone Company of Louisville, Cass County, Nebraska, party of the second part, witnesseth;

That said party of the first part in consideration of the payments, covenants and agreements of the said party of the second part hereinafter set forth, does by these presents, let and lease to the party of the second part for the sole purpose of quarrying limestone rock for crushing and building purposes, on the following described property situated in Cass County, Nebraska, to-wit:

The south half (S $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of section eleven (11), and the south half (S $\frac{1}{2}$) of the north half (N $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of section eleven (11), all in township ten (10) north, range twelve (12) east, of the 6th P.M., in Cass County, Nebraska, lying north of the railroad right of way, for the purpose of removing spawls from this date, and for the removing of ledge rock after January 11, 1944. This lease to run for the period of two years from date hereof, with the right of second party to exercise an option at the termination of said time to continue for another year if deemed necessary by the party of the second part; provided, said second party shall notify said first party in writing at least sixty days before the termination of this lease, of his intention to exercise said option; and the said party of the second part in consideration of the leasing of the premises as above set forth, covenants and agrees with the said party of the first part to pay to said party of the first part, his heirs or assigns, the sum of five cents per cubic yard on any and all spawls removed, and the sum of ten cents per cubic yard for all ledge rock removed, for crushing purposes or stock-pile for such purpose. Said payments are to be based upon one of the following estimates.

- (1) Crushed Rock.
 - (a) On stock-pile measurements.
 - (b) Truck body measurements or railroad car measurements made by the project clerk of the timekeeper at the time of crushing operations or removal.
- (2) Building Stone.
 - (a) On Engineers measurements of actual work made during or after completion of work.

Said party of the second part to pay at the signing hereof One Hundred Dollars (\$100.00) Dollars to be applied on royalties from the first stone taken, and at the end of six months from date hereof said second party to pay a like sum of One Hundred (\$100.00) Dollars to be deducted from the first stone taken thereafter, but said advanced royalties not to apply to the second year. Said payments to be made upon statements prepared by second party upon the basis of above estimates on or before the tenth day of each month for the amount due first party under this lease for the preceding thirty day period.

It is further expressly agreed by and between the parties hereto that:

- (a) Party of the second part may construct and maintain any and all buildings on said premises as are deemed by it necessary to the operation of said quarry.
- (b) Party of the second part will operate on the site of operation of the present quarry.
- (c) Party of the second part is not to maintain any fence or gates on, to, or surrounding said premises, and is not to be responsible for any damage or injury to any or all stock on said premises, and first party is to have the right to pasture said land providing the use thereof shall in no wise interfere with the operations of said quarry or second party's use of said premises hereunder.
- (d) Party of the second part may construct and maintain a suitable passage way to and from said quarry and also to and from said quarry to the tracks or loading dock.
- (e) Party of the second part may stock-pile rock at the site of said quarry preparatory to crushing or building operations at any time before the termination of this contract.
- (f) Party of the second part may salvage any of the waste piles that are deemed by second party as of value to it.
- (g) Party of the second part will dispose of the overburden in a manner and where it deems best and said second party will leave the spoiled piles in a workmanlike manner.

It is further expressly agreed by and between the parties to this agreement that the party of the second part is to exercise exclusive right and privilege to remove spawls on said premises from date hereof, and to quarry limestone ledge rock on the above described premises from January 11, 1944, for the term and until the termination of this lease agreement. First party to hold second party harmless for any claim of Everett Pickens as to said spawls.

It is further agreed between the parties hereto that second party shall not have the right to sublet or assign this contract without the written consent of party of the first part, but shall have the right to operate said quarry by any person, persons, or corporation operating for the said second party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.