

Miscellaneous Record O

S. S. MORRIS
TO
K. G. & E. CO.
3524

*
* State of Kansas, Chase County, SS.
* This instrument filed for record the 31 day of
* Dec. A. D., at 5 o'clock P. M., and recorded
* in book O of Misc., on page 60.
*
* Blanche E. P. Jones
* Register of Deeds.
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RIGHT-OF-WAY EASEMENT

In consideration of the sum of one dollar, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Kansas Gas and Electric Company, a corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, in, over and across the following described lands situated in Chase County, State of Kansas, to wit:

SE 1/4 Sec. 16 Twp. 21 S R 7 E

and any abutting public highway or place, title to which would revert in case of vacation thereof; also the right to clear timber and to trim and keep trimmed, as reasonably necessary, all trees, hedges and shrubs; together with right of ingress and egress to and from such Right-of-Way and transmission line.

The said Grantor, heirs or assigns are to fully use and enjoy the said premises except for and subject to the rights of Grantee for the purposes herein granted to said Grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the permanent use thereof under this grant, thereby agrees to make final settlement and payment as hereinafter provided and in addition thereto agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said transmission line.

Grantor agree(s) not to locate or allow any building, hay stack, straw stack, trees, structure, or any combustible material under the wires or near enough to poles, wires and fixtures to endanger the same or to be endangered by the same, or to interfere with the operation thereof or to be likely to result in damage to property of any party if a fire should occur.

Final settlement and payment for the rights granted herein shall be made on the following basis, payment to be made within ten days after installation of poles.

For such poles and anchors with guys as Grantee shall install on property herein described:

| | In Cultivated Fields | In Meadow or Pasture |
|-------------------|----------------------|----------------------|
| Poles | Ten Dollars Each | Five Dollars Each |
| Anchors with Guys | Ten Dollars Each | Five Dollars Each |

Further payment shall be made as follows:
\$5.00 for 1000 ft. counterpoise installed.

It is understood that Grantor will not receive electric service from this line.

S. S. Morris Single

STATE OF KANSAS)
) ss.
Chase COUNTY)

ACKNOWLEDGMENT

I hereby certify that on this 16 day of June, A. D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came S. S. Morris, a Widower to me personally known to be the same person who signed and executed the above instrument, and duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.



C. H. Garrison
Notary Public.

My commission expires: Feb. 16, 1943.

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