

Copy of —

Agreement for Use of Highway

^{Copy 55} In consideration of the promises hereinafter made by
 Agreement, the Princeton Oil Company, a partnership, and the performance
 of the same in good faith, the Board of County Commissioners of
 Princeton Douglas county, Kansas, in regular session convened on this 20th
 day of September 1919, hereby contents that the said Princeton Oil
 Company, a partnership, may place, construct, and maintain a pipe
 line for the purpose of carrying & transporting commercial oil over
 the following described route: The said line to be placed between the
 regular drainage ditch at the side of the highway described, and the
 fence line next to said ditch, the said route to be followed being
 described as follows: Beginning at a point on the west line of the
 south one-fourth of Section 4, Township 15, Range 20, Douglas
 County, Kansas, at about the center of said line of said quarter section;
 then southwest on the public highway as hereinbefore indicated to the
 one-half section line of Section No. 9, Township No. 15, Range No. 20,
 said County & state; thence east on said one-half section line
 through Sections 9, 10, & 11 on the said one-half section line of said
 sections, the said Sections 10 & 11 being in the township, Range, County,
 & state above mentioned - to the southeast one-fourth of Section 11 in
 said township and range.

In consideration of the above matters, the said Princeton Oil Com-
 pany, a partnership, hereby agrees to place said pipe line as above
 indicated, the same to be above the surface of the earth except at
 public road crossings and in all openings into private property now
 necessarily in use for the purpose of giving access for property owners to
 the public highway, and at all such points, together with the public highway
 crossings, the said Princeton Oil Company, a partnership, hereby agrees to
 place the said pipe line under the surface of the earth in such a manner
 and to such an extent as to prevent any interference whatever with public
 or private traffic. The said Princeton Oil Company, a partnership, hereby
 further agrees to pay the said Board of County Commissioners
 of Douglas County, Kansas, entirely free from any expense or damages
 whatsoever by reason of the placement, construction, and maintenance of
 said pipe line; and further, so to construct and maintain said pipeline
 as to prevent any danger whatever in the operation thereof to human
 life or to property.

It is mutually agreed by the between said parties that the term of
 this agreement shall be twenty years; provided, however, that in case
 the said Princeton Oil Company, a partnership, fails to use said
 pipeline for the purpose above indicated, the same shall be re-
 moved by said Princeton Oil Company, a partnership, at once, and