

TA-31144 #8, B-4

TA-33805 L8, B-4

TA 36500 L2 B4 #11

TA 36501 L1 B4 #8

TA 59959 L'S 4+5 No.5

1131099 L1 B4 #11

SARAP

MISCELLANEOUS RECORD NO. 8

poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor; In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 10th day of April, 1930.

WITNESSES:
 F. J. Moylan
 Asst. Secretary
 NEBRASKA POWER COMPANY
 BY F. N. Page
 Assistant General Manager.
 Charles Stender
 Henry Stender
 Engineer's Approval F. L. Smith

STATE OF NEBRASKA (SS.)
 COUNTY OF SALYR

On this 10 day of April, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared Charles Stender, single, and Henry Stender, single personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

E. R. Anderson, Notarial Seal
 Douglas County, Nebraska
 General Commission expires Mar. 2, 1934

E. R. Anderson,
 General Notary Public

My commission expires on the 2 day of March, 1934.

CLAUS H. HEUCK ET AL.

TO

NEBRASKA POWER COMPANY

Contract \$1.50 Pd.

Filed May 29, 1931 at 10 o'clock A.M.

County Clerk.

File No. _____

CONTRACT.

This indenture made this 10 th day of April, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "the Company" and Claus H. Heuck and Marie A.C. Heuck, husband & wife (owners) and Claus Heuck and Lena Heuck, husband and wife (life tenants) of the County of Salyr State of Nebraska, hereinafter called "Grantors":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$50.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege,

easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon along and above the following described property, situated in Sarpy County, State of Nebraska, to-wit: North West Quarter of Southeast Quarter (NW 1/4 of SE 1/4) and also, All that part of the West Half of the Northeast Quarter (E 1/2 NW 1/4) known as Tax Lot Two (2), all above being in Section Twenty-Six (26), Township Fourteen (14) North, Range Eleven (11) east of the 6th P.M.

The electric transmission line shall be built of double pole construction, commonly called "W" frame construction, with a spacing between structures generally approximately 600 feet and not less than 300 feet. The poles of the individual "W" frames shall be set on ten foot centers, the center line of said "W" frames being the north and south center line of section 26 aforementioned, this making one pole five feet east of and one pole five feet west of said north and south center line of said section 26.

Company agrees that it will not install any guy wires or anchors upon the above described premises.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described and also to cut down or trim trees or limbs of trees on either side thereof which should be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to-wit: Cut all wood into 12 foot lengths. Clean up and burn brush. Pile wood along fence and Grantor will remove same.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right of way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing at South line section 35-13-11 and ending at center section 23-14-11 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

MISCELLANEOUS RECORD NO. 8

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal on the 10th day

of April 1930.

ATTEST: NEBRASKA POWER COMPANY
F. J. McLean Seal. 1017.
Assistant Secretary

By R. N. Page,
Assistant General Manager.

WITNESSES: E. R. Anderson

Claus H. Heuck
Marie A. C. Heuck
Claus Heuck
Lena X Heuck
Her Mark

Frank Graham
as to all signatures and mark

Engineer's Approval F. E. Smith.
Grantor.

STATE OF NEBRASKA
COUNTY OF SARPY

On this 10 day of April, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared Claus H. Heuck and Marie A.C. Heuck, husband and wife, and Claus Heuck and Lena Heuck, husband and wife personally to me known to be the identical persons (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its-lessees, successors, and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit:
East Half (E 1/2) of South West Quarter (S 1/4) of Section Thirty-five (35), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M.

The electric transmission line shall be built of double pole construction, commonly called wire frame construction, with a spacing between structures generally approximately 800 feet and not less than 300 feet. The poles of the individual wire frames shall be set on ten foot centers, the center line of said wire frames being the north and south center line of Section Thirty-five (35)

GILLIAN C. KRANBECK & CO.
TO
NEBRASKA POWER COMPANY
Contract \$1.50 Pd.

Filed May 29, 1931 at 10 o'clock A.M.
County Clerk.

CONTRACT

File No.

This indenture made this 10 day of April, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and William C. Kranbeck and Etta Kranbeck, husband and wife of the County of Sarpy State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its-lessees, successors, and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit:
East Half (E 1/2) of South West Quarter (S 1/4) of Section Thirty-five (35), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M.

The electric transmission line shall be built of double pole construction, commonly called wire frame construction, with a spacing between structures generally approximately 800 feet and not less than 300 feet. The poles of the individual wire frames shall be set on ten foot centers, the center line of said wire frames being the north and south center line of Section Thirty-five (35)

CARL G. HEUCK ET AL.
TO
NEBRASKA POWER COMPANY
Contract \$1.60 Pd.

Filed May 29, 1931 at 10 o'clock A.M.

County Clerk

File No. -

CONTRACT

This Indenture made this 5 day of April, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "the Company" and Carl G. Heuck, (owner) and Claus Heuck and Lena Heuck, husband and wife (life tenants) of the County of Sarpy State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$9.20 receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit: East Half (S. 2) of North West quarter (N. W. 2) Section Twenty six (26), Township Fourteen East Half (S. 2) of North Eleven (11) East of the 6th pr.

(14) North, Base Eleven (11) East of the 6th pr.
The electric transmission line shall be built of double pole construction, commonly called "W" frame construction, with a spacing between structures generally approximately 800 feet and not less than 200 feet. The poles of like individual "W" frames shall be set on ten foot centers, the center line of said "W" frames being the north and south centerline of Section Twenty six (26) aforementioned, this making one pole five feet east of and one pole five feet west of said north and south center line of said section Twenty-six (26). Company agrees that it will not install any guy wires or anchors upon the above described premises.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property and the property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: Cut all wood into 12 foot lengths. Clear up and burn brush pile wood along fence and Grantor will remove same.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right of way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing

MISCELLANEOUS RECORD NO. 8

South line section 35-13-11 and ending at Center section 32-14-11 so as to construct its poles, transmission lines, g. s., supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum of money as above indicated. The intial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor.

On or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 5 day

April, 1930.

WITNESSES:
J. Moyley, Assistant Secretary

WITNESSES:
E. R. Anderson, as to Claus Heuck

and mark and signature of Lena Heuck

NEBRASKA POWER COMPANY, SEAL 1317 #

NEBRASKA POWER COMPANY

By E. R. Anderson,

Assistant General Manager

Carl O. Heuck

Claus Heuck

Lena Heuck

Notary Public

Engineer's approval: F. E. Smith

STATE OF NEBRASKA }
COUNTY OF SAREY } ss.

On this 5 day of April, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared Carl O. Heuck, Heuck, Heuck personally to me in person to be the identical person (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

NOTARIAL SEAL

NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

STATE OF NEBRASKA

COUNTY OF NEBRASKA

WITNESS my hand and notarial seal the date above written.

NOTARIAL SEAL

NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

STATE OF NEBRASKA

COUNTY OF SAREY } ss.

On this 10 day of April, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared Claus Heuck and Lena Heuck, Husband and wife personally and me known to be the identical person (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

NOTARIAL SEAL

NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

STATE OF NEBRASKA

COUNTY OF NEBRASKA

WITNESS my hand and notarial seal the date above written.

NOTARIAL SEAL

NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

STATE OF NEBRASKA

COUNTY OF NEBRASKA

WITNESS my hand and notarial seal the date above written.

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NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

STATE OF NEBRASKA

COUNTY OF NEBRASKA

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NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

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STATE OF NEBRASKA

COUNTY OF NEBRASKA

WITNESS my hand and notarial seal the date above written.

NOTARIAL SEAL

NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

STATE OF NEBRASKA

COUNTY OF NEBRASKA

WITNESS my hand and notarial seal the date above written.

NOTARIAL SEAL

NOTARY PUBLIC

COMMISSION EXPIRES FEB 11 1935 #

E. R. Anderson
General Notary Public

Notary Public

MISCELLANEOUS RECORD No. 10

WILL HANSEN & WF.

TO
AMERICAN TEL. & TELEGRAPH CO. :
Easement \$1.20 Pd. :

Filed October 3, 1940, at 11 o'clock A.M.

W. A. Snare
County Clerk

H459SU
3-40

\$5.00 Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 24, Township 14N10E, County of Sarpy, and State of Nebraska, more particularly described as the SW $\frac{1}{4}$ of said section together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 27th day of September, 1940, at Papillion, Nebraska.

Witness: John R. Whitmore
W. A. Snare

(Seal)
(Seal)
(Seal)
(Seal)

Will Hansen
Marie Hansen

STATE OF NEBRASKA)
Sarpy County) SS.

On this 27th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Will Hansen and Marie Hansen, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

W. A. SNARE NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JAN. 15, 1942 *

W. A. Snare Notary Public.

My commission expires: January 15th 1942.

CARL G. HEUCK & WT.

TO
AMERICAN TEL. & TELEGRAPH CO. :
Easement \$1.20 Pd. :

Filed October 3, 1940, at 11 o'clock A.M.

W. A. Snare
County Clerk

H459SU
3-40

\$5.00 Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 26, Township 14N10E, County of Sarpy, and State of Nebraska, more particularly described as the NW $\frac{1}{4}$ of said section including the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto.

MISCELLANEOUS RECORD No. 10

The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 25th day of September, 1940, at Crete, Nebraska.

Witness: John R. Whitmore * Documentary Intermol Revenue Stamps * Carl G. Heuck (Seal)
 W. A. Snare * C.55 SEALS 1940 C.C.H. 9-25-40 * Louise Heuck (Seal)
 (Seal)

STATE OF NEBRASKA) ss.
 Sarpy County)

On this 25th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Carl G. Heuck and Louise Heuck, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

W. A. Snare Notary Public.

W. A. SNARE, NOTARIAL SEAL

SARPY COUNTY, NEBRASKA

COMMISSION EXPIRES JAN. 15, 1942

My commission expires: Jan. 15th 1942.

CLAUS H. HUNCK & WIFE

TO

AMERICAN TEL. & TELEGRAPH CO.

Basement #1.20 Pd.

Filed October 3, 1940, at 11 o'clock A.M.

W459SU

5-40

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 26, Township 14NRLLE, County of Sarpy, and State of Nebraska, more particularly described as the W1/2 of the NE1/4 of said section including the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install poles in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 25th day of September, 1940, at Crete, Nebraska.

Witness: John R. Whitmore

W. A. Snare

STATE OF NEBRASKA) ss.

Sarpy County)

Claus H. Hunck (Seal)

Marie Heuck (Seal)

(Seal)

(Seal)

On this 25th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Claus H. Heuck and Marie Heuck, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

W. A. SNARE, NOTARIAL SEAL

SARPY COUNTY, NEBRASKA

COMMISSION EXPIRES JAN. 15, 1942

W. A. Snare Notary Public.

My commission expires: Jan. 15th 1942.

MISCELLANEOUS RECORD No. 10

undersigned for themselves, their heirs, executors, administrators, successors and assigns, covenant that no structure shall be erected or permitted on said strip. The grantees agree for damage to fences and growing crops arising from the construction and maintenance of the said systems.

Signed and sealed this 25th day of September, 1940, at Gretna, Nebraska.

Witness: John R. Whitmore * Documentary Internal Revenue Stamps * Carl G. Heuck (Seal)
W. A. Snare * \$.55 FEES 1940 C.C.H. 9-25-40 * Louise Heuck (Seal)

STATE OF NEBRASKA) ss.
County)

On this 25th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, commissioned and qualified for and residing in said County, personally came Carl G. Heuck and Marie Heuck, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

W.A. Snare Notary Public.

A. SNARE NOTARIAL SEAL

BY COUNTY, NEBRASKA

MISSION EXPIRES JAN. 15, 1942 *

My commission expires: Jan 15th 1942.

This is released off the W²NE 4

- Does not Affect B-4 Corners No. 5 -

US E. HEUCK & WF.

TO

RICAN TEL. & TELEGRAPH CO.

ement \$1.20 Pd.

Filed October 3, 1940, at 11 o'clock A.M.

Barbara Datta
County Clerk

995U

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Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and mark- ings, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 26, Township 26N, Range 10E, County of Saroy, and State of Nebraska, more particularly described as the W² of the NE 1/4 of the undersigned section including the following rights: Of ingress and egress over and across the lands the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of other company. The northerly boundary of said one rod strip shall be a line parallel to and between face markers set at intervals on the lead of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby grant that no structure shall be erected or permitted on said strip. The grantees agree to pay damage to fences and growing crops arising from the construction and maintenance of the afore- said systems.

Signed and sealed this 25th day of September, 1940, at Gretna, Nebraska.

Witness: John R. Whitmore
W. A. Snare

Claus H. Heuck (Seal)
Marie Heuck (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA) ss.
County)

On this 25th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, commissioned and qualified for and residing in said County, personally came Claus H. Heuck and Marie Heuck, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

A. SNARE NOTARIAL SEAL

BY COUNTY, NEBRASKA

MISSION EXPIRES JAN. 15, 1942 *

W. A. Snare Notary Public.

My commission expires: Jan 15th 1942.

50-179

N W B
R/W PERMIT
No. 6855

NOTICE OF ASSIGNMENT OF EASEMENTS

To Whom It May Concern:

You are hereby notified that American Telephone and Telegraph Company, successor to American Telephone and Telegraph Company of Nebraska assigned certain easements for communication systems to Northwestern Bell Telephone Company on property located in various counties in the State of Nebraska. Such assignment covers the following described easements located in the county named below:

GRANTORS: Claus H. Heuck
Marie Heuck

DESCRIPTION: ~~6855~~ Section 26, Township 14N, Range 11E, County of Sarpy, and state of Nebraska, more particularly described as the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said section.

FILED FOR RECORD 3/16/77 AT 9:11A M. IN BOOK 50 OF Misc Rec. ²⁵
PAGE 129 Carl & Hilbert REGISTER OF DEEDS, SARPY COUNTY, NEB.

and which is recorded in the records of Sarpy County, Nebraska, on the 3rd day of October, 1940 in Book 10 Misc, Page 344.

NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

Date 2-21-77 By S. B. Givler R/W & Liaison Coordinator

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 21st day of February, 1977, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named George B. Givler, R/W & Liaison Coordinator of Northwestern Bell Telephone Company, who is personally known to me to be the identical person whose name is affixed to the above Notice of Assignment of Easements. He acknowledges the execution thereof to be his voluntary act and deed as such representative, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.

GENERAL NOTARY - State of Nebraska
IDA B. MYERS
My Comm. Exp. June 21, 1980

Ida B. Myers
Notary Public

My commission expires the 21st day of June, 1980.

Rec # 64287

NWB
R/W PERMIT
No. 205-2-78

51-205
NF - R/W FORM # 6
12 - 77

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, hereby releases and forever disclaims any easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon and over the following described property: The West 1/2 of the NE 1/4, Section 26, T-14-N, R-11-E,

Commencing at a point which is 876.69 ft. south and 2031.28 ft. west of the Northeast Corner of said Section 26 as the point of beginning; thence South 49 Degrees, 51 Minutes West 657.70 ft.; thence North 01 Degree, 30 Minutes East 334.80 ft.; thence North 47 Degrees, 36 Minutes East 430.78ft.; thence North 78 Degrees, 42 Minutes East 110.18 ft. to a point on the westerly Right-of-Way line of 148th Street; thence South 00 Degrees, 23 minutes East along said Right-of-Way line 39.78 ft. to point of curvature; thence Southeasterly along a curve to the left whose radius is 286.63 feet, an arc distance of 198.93 ft. to the point of beginning. 3.42 Acres. (The North line of the Northeast Quarter of said Section 26 is assumed to bear North 89 Degrees, 37 Minutes East.)

ALSO
Commencing at a point which is 1633.27 ft. South and 2253.51 ft. West of the Northeast Corner of said Section 26 as the point of beginning; (over and which is recorded in the records of Sarpy County, Nebraska, on the _____ day of _____, _____, Page _____ 344 in Miscellaneous Book _____, _____, _____)

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this _____ day of April _____, 19 78, by its duly authorized officers.

ATTEST:
NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

C. L. Ranspott By C. L. Ranspott
Facilities Staff Assistant R/W Representative

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of April _____, 19 78, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named G.B. Givler, R/W Representative and C.L. Ranspott, Fac. Staff Assistant of Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.

Notary Public
John B. Meyers
Notary Public

My commission expires the _____ day of _____, 19 _____ 80.

FILED FOR RECORD
4-7-78
PAGE 194
Paul R. Hillman
REGISTRAR OF DEEDS, SARPY COUNTY, NEB.
OF Travis R. Givler

fact 02588

4-7-78
SARPY
51-MISC
197-194A

FILED FOR RECORD
APR 15 1978
9:46 AM
51
Mead
51
REGISTRAR OF DEEDS, SARPY COUNTY, NEB.

51-205A
thence North 49 Degrees, 51 Minutes East 50.00 ft.; thence North 40
Degrees, 09 Minutes West 435.00 ft.; thence South 49 Degrees, 51
Minutes West 50.00ft.; thence South 40 Degrees, 09 Minutes East 435.00
ft. to the point of beginning. 0.50 Acre. (The North line of the
Northeast Quarter of said Section 26 is assumed to bear North 89
Degrees, 37 Minutes East.)

2BAG

Class 4. Home 2. 1911

JWB
R/W PERMIT
No. ROE-2-78

51-194
NF - R/W FORM # 6
12 - 77

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, hereby releases and forever disclaims any easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon and over the following described property: The West 1/4 of the NE 1/4, Section 26, T-14-N, R-11-E,

Commencing at a point which is 876.69 ft. south and 2031.28 ft. west of the Northeast Corner of said Section 26 as the point of beginning; thence South 49 Degrees, 51 Minutes West 657.70 ft.; thence North 01 Degree, 30 Minutes East 334.80 ft.; thence North 47 Degrees, 36 Minutes East 430.78ft.; thence North 78 Degrees, 42 Minutes East 110.18 ft. to a point on the westerly Right-of-Way line of 148th Street; thence South 00 Degrees, 23 minutes East along said Right-of-Way line 39.78 ft. to point of curvature; thence Southeasterly along a curve to the left whose radius is 286.63 feet, an arc distance of 198.93 ft. to the point of beginning. 3.42 Acres. (The North line of the Northeast Quarter of said Section 26 is assumed to bear North 89 Degrees, 37 Minutes East.) 2B2F1B 2B2F1A 2B2F2

ALSO

Commencing at a point which is 1633.27 ft. South and 2253.51 ft. West of the Northeast Corner of said Section 26 as the point of beginning; (over) 2B2G and which is recorded in the records of Sarpy County, Nebraska, on the _____ day of _____, _____ County, in Miscellaneous Book _____ 10, Page _____ 344

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this _____ 4th day of April _____, 19 78, by its duly authorized officers.

ATTEST:

NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

C. L. Ranspott By [Signature]
Facilities Staff Assistant R/W Representative

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 4th day of April, 19 78, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named G.B. Givler, R/W Representative and C.L. Ranspott, Fac. Staff Assistant of Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.

NOTARIAL SEAL - State of Nebraska
D.A.B. MYERS
My Comm. Exp. June 21, 1980

[Signature]
Notary Public

My commission expires the 21st day of June, 19 80.

FILED FOR RECORD 4-27-78 AT 8:10 A IN BOOK 51 OF Miss. Rec.
PAGE 194 Carl L. Hillier REGISTER OF DEEDS, SARPY COUNTY, NEB 6-25

[Signature]
4-26-79

51-194A

thence North 49 Degrees, 51 Minutes East 50.00 ft.; thence North 40
Degrees, 09 Minutes West 435.00 ft.; thence South 49 Degrees, 51
Minutes West 50.00ft.; thence South 40 Degrees, 09 Minutes East 435.00
ft. to the point of beginning. 0.50 Acre. (The North line of the
Northeast Quarter of said Section 26 is assumed to bear North 89
Degrees, 37 Minutes East.)

60-1885

Omaha-Lincoln Junction "A" Cable
Markers 63-64

Release of Easement

For and in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, AT&T Communications of the Midwest, Inc., as successors to American Telephone and Telegraph Company of Nebraska, hereby releases and relinquishes with respect to the real property hereinafter described, the easement rights, privilege and authority granted unto it under a certain instrument executed by Claus H. Heuck and Marie Heuck, on September 25, 1949 and recorded in Book 10 at Page 344 of Sarpy County, Nebraska records. The real property referred to above is described as follows:

W 1/2 of the NE 1/4 in Section 26, Township 14N, Range 10E, Sarpy, and State of Nebraska

This release shall not operate as a relinquishment of any of the rights granted by said instrument with respect to any property other than that specifically mentioned above.

In Witness Whereof, AT&T Communications of the Midwest, Inc., has caused these presents to be signed by its proper officers thereunto duly authorized this 26th day of May, 1987.

FILED SEP 17 1987
BOOK 62 OF REC. 5.50
1885

AT&T Communications of the Midwest, Inc.

By: [Signature]
District Engineer Real Estate

1987 JUN -6 AM 11:21
Witness

[Signature]
Notary Public

State of Illinois)
Cook County)

APPROVED
AS TO FORM
EEB
Gen. Attorney

On this 26th day of May, 1987, before me personally appeared D. D. Cassins to me personally known, who being by me duly

sworn, did say that he is District Engineer Real Estate of

AT&T Communications of the Midwest, Inc., and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors and that said District Engineer Real Estate acknowledged said instrument to be the free act and deed of said Corporation.

[Signature]
Notary Public

OFFICIAL SEAL
MAUREEN O'DONNELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/1/90

My Commission Expires:

0972A ✓