

Miscellaneous Record No. 14

stockholders and Board of Directors, respectively, as of the 27th day of July, 1948.

ATTEST:
B. H. Harper, Secretary

PEOPLES NATURAL GAS COMPANY
CORPORATE SEAL 1950 DELAWARE

PEOPLES NATURAL GAS COMPANY
By: Ray L. Harrison,
Vice President

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 20th day of December, A.D. 1948, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Ray L. Harrison, to me known to be the identic 1 person who subscribed the name of PEOPLES NATURAL GAS COMPANY to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

F. VINSON ROACH NOTARIAL SEAL
DOUGLAS COUNTY, NEBRASKA
COMMISSION EXPIRES MAR. 29, 1953

F. Vinson Roach

My commission expires 3/29/53.

FRANK BOHAC
TO
HARRY T. SULLIVAN
LEASE \$1.25 Paid

Filed January 19, 1949 at 10:00 o'clock A. M.

Bohac Notary
County Clerk

THIS INDENTURE, Made this 5th day of December, A. D. 1938, between Frank Bohac, party of the first part, and Harry T. Sullivan, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of its covenants of the said party of the second part, hereinafter set forth, do by these presents lease to the said party of the second part, the following described property, to-wit:

Commencing 5,192 feet south and 80 rods east of the (N.W) northwest corner of Section 27, Township 13, Range 13, and running thence south 78 degrees and 45 minutes, west 556.3 feet, thence south 90 feet, more or less, to the north bank of the Platte River, thence southeasterly along river bank to the 40 line; thence north 291 feet, to the place of beginning, containing 2.1 acres, together with all accretions that may attach thereto, the northernmost point of said area being the north side of the large tree farthest north in the grove now on said parcel, in Sarpy County, Nebraska.

TO HAVE AND TO HOLD the same unto the said party of the second part from the 5th day of December, 1938, to the 5th day of December, 1958.

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 party of the first part, to pay the said party of the first part as rent for the same the sum of Two Thousand and no/100 Dollars, payable as follows, to-wit: One Hundred Dollars (\$100.00) on the 5th day of December, 1938, and \$100.00 on the 5th day of December of each year thereafter until the expiration of this lease.

This lease is given to correct lease of November 30, 1938, between the same parties, and is the same in every respect except that it is provided that the second party may terminate this lease upon written notice after five years from the date hereof.

The said party of the second part further covenants with the said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to the said party of the first part, in as good condition as they now are, the usual wear, inevitable accidents and loss by fire excepted; and that upon the non-payment of the whole or any portion of the said rent as the time when the same is above promised to be paid, the said party of the first part may at his election either distrain for said rent, due, or declare this lease at an end and recover possession as if the same was held by forcible detainer; the said party of the second part hereby waiving any notice of such election or any demand for the possession of the said premises.

AND IT IS FURTHER CONVENANTED AND AGREED between the parties aforesaid that party of the second part reserves the right to renew said lease and also the right to remove all buildings on said ground from the premises. Party of the first part agrees to maintain a road to said ground and also to fence same and furnish firewood during term of lease or any extension thereof. First party further agrees to keep the drainage ditch on the east line of this parcel open and usable.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of the parties aforesaid.