

12-116076 L19

12-116076 L12

TA 51748 Lt 1

TA 51735 Lt 2

TA 51736 Lt 3

TA 51742 Lt 4

TA 51750 Lt 5

TA 51737 Lt 6

TA 51752 Lt 7

TA 51739 Lt 8

TA 51734 Lt 9

TA 51747 Lt 11

TA 51740 Lt 15

TA 51738 Lt 10

TA 51743 Lt 16

TA 51744 Lt 17

TA 51751 Lt 18

TA 49290 Lt 19

TA 51746 Lt 20

TA 51754 Lt 21

TA 51745 Lt 23

TA 51741 Lt 24

TA 51732 Lt 25

TA 51733 Lt 26

TA 51749 Lt 27

TA 51753 Lt 34

TA 54668 Lt 23

TA 57321 Lt 23

11-7003025-L29

11-7003085-L30

11-7003265-L28

Miscellaneous Record No. 14

Dora Cornelison

Bellevue, Nebr.

Sister

who are his heirs and only heirs at law.

3. That the said Alex Ruge, deceased, left no personal property, but he was, at the time of his death, the fee owner of the following described real estate, to-wit:

An undivided one-third interest in the following:

The South 40 rods of the West half of the Northeast quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$) except the East 79 links thereof; the North 120 rods of the West half of South East quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) except the East 79 links thereof; the South 40 rods of the East half of North West quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$); the East half of the South West quarter (E $\frac{1}{2}$ of the SW $\frac{1}{4}$); the East 79 links of the South 40 rods of the West half of North West quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$); and the East 70 links of the West half of South West quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) all of the above land being in Section Twenty-six (26); and the following lands in Section Thirty-five (35); the North 120 rods of the East half of Northwest quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) and the East 79 links of the North 120 rods of the West half of North West quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$), all of the above described lands being situated in Township Seventy-three (73), North, Range Forty-Four (44), West of the Fifth Principal Meridian Except 24 acres more or less taken by the U. S. Government. Lots 1, 2, 3, 10, 11 and 12, Block 120, City of Bellevue, as surveyed, platted and recorded

which, according to the terms of his last Will and Testament was devised and bequeathed as follows:

Subject to the payment of my debts, "I give, devise and bequeath in equal portions, share and share alike, to Johanna Ruge and Russell Deleware Ruge, the children of my brother Henry Ruge, all of the property possessed by me at the time of my death, whether real, personal or mixed, to be theirs absolutely and in fee simple."

Which real estate is hereby assigned to said heirs.

4. That on final settlement of the Estate, there will be due this Court, the sum of \$7.19 for court costs and publication fees. The executor herein has waived his commission and any expenses that he has had and makes no charge against the estate for same. The sum of \$100.00 is hereby allowed to Joseph F. Strawn for his fee as Attorney in probating the Will of Testator and conducting proceedings for the settlement of said Estate.

IT IS THEREFORE, ORDERED AND DECREED, by the Court that the final account of the said Henry Ruge, Executor of the Estate of Alex Ruge, deceased be and the same is hereby in all things approved, confirmed and allowed; that upon the payment of the costs of Administration and Attorney's fees the said Henry Ruge, Executor will be discharged from his trust as such executor and the surties on his official bond released.

SEAL

By the Court,

VICTOR H. SCHMIDT,
County Judge

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA

(Certified Copy of Record)

STATE OF NEBRASKA), ss.

County of Sarpy)

I, VICTOR H. SCHMIDT, Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of LAST WILL AND TESTAMENT and DECREE ON FINAL ACCOUNT In Re: Estate of ALEX RUGE, Deceased, with the original records thereof now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 2nd day of November, A.D. 1950.

VICTOR H. SCHMIDT,

Judge of the County Court

SEAL OF THE COUNTY COURT
SARPY COUNTY, NEB. 4514By Inez C. Risor,
Clerk of the County CourtLINDVA REALTY CO. :
TO :
CHAS. TRAYLOR :
Lease \$3.75 Paid : \

Filed November 2, 1950 at 2 o'clock P.M.

Charles Traylor
County Clerk

LINDVA REALTY CO.

GRETNA, NEBR.

TO INTERESTED PARTIES:-

To answer the many inquiries concerning the recently-acquired tract known as June 1st, 1942

"BEACON VIEW"

located across the Highway from Linoma Beach, the following information is given:-

The legal description of the property is; Tax Lot "D", in Section 29, Township 13, North, Range 10 East of the 6th Principal Meridian, Sarpy County, Nebraska, containing approximately 104 acres. It has been owned until recently by the Lyman-Richey Sand & Gravel Co., and the present lake is the result of gravel excavations made several years ago, and is very deep. The river front is approximately 3000 feet in length. Portions are heavily wooded, mostly with hardwood trees.

The tract was acquired for the purpose of subdividing into large-sized, water-front lots to be leased to selected tenants desirous of constructing their own buildings. Presently it is not planned to sell any of the lots. Additional water-front is to be provided by extensive hydraulic excavation of the several swales, or low places, and some of this work has been done. The general plan contemplates there being water (all new channels connecting with the main lake) in front of and a roadway behind each of approximately 175 lots, mostly 100 feet in width and from 100 to 350 feet in depth. Tentatively, the rental-cost of these lots has been fixed at \$50.00 each, per annum, this cost to cover use by the lessee and his family of the Linoma Beach facilities as well as the Beacon View facilities.

Because of the freezing of many building materials, particularly of plumbing supplies, the improvement work has been slowed down but will continue on a modest scale in anticipation of changed conditions in the future.

While building restrictions were to be not at all severe they did contemplate the use of septic tanks and water-flushed toilets, and at such time as a sizable colony exists, these restrictions will prevail. In the meantime, a limited number of tenants will be permitted to use vault-type toilets, but these must be replaced with water-flushed equipment when practical. For many years the lake on the property has been leased to the State Game & Fish Commission for use as a fish nursery and is teeming with bass, crappie, sunfish and catfish. In fact the lake is now overstocked and should be fished in order to provide a balanced situation. We are advised by the Commission officials that with the addition of the shallow lagoons contemplated several hundred fishermen would never be able to fish out the lake. Presently it is easy to secure the legal limit of fish on almost any day.

The management is not desirous of commercializing the tract to the point of leasing lots indiscriminately, and until a more definite policy can be established, the present plan is briefly as follows:

The use of the tract, including fishing, will be strictly confined to the lessees and their families with the understanding that occasional bona fide guests, accompanied by lessees, will be permitted to use the facilities, including fishing. Large group of guests, including organization picnics, etc., will not be allowed to use any of the facilities. No difficulties concerning the exclusive use of the tract are contemplated in view of the fact that only people well-known to be sportsmen in every sense of the word will be permitted to become lessees, and other lessees will be consulted regarding new applicants. Leases will be strictly non-transferable. Lessees will be expected to vigorously assist the management in detecting and ejecting trespassers and poachers, and in every reasonable way to conserve the fishing for the future benefit of the lessees. Hunting is prohibited as the tract is a part of an extensive State Game Preserve.

Pending a survey of the property and the fixing of permanent lot lines, each lessee will be permitted to select a site with approximately 100 feet of water-front, the occupation of which must of course be agreeable to the management, but as development work proceeds each lessee must expect to cooperate with plans of the management, including the moving of structures to conform to final-survey lot lines. A temporary option has been given to a Defense Housing Building syndicate on the first two tiers of lots from the river, so that any occupancy of these lots must be subject to this option, but we now feel that there is little chance of the option being exercised. At this time no formal leases will be written and only one-year, informal leases running from June 1st to May 31st will currently exist. Only easily-moved structures, approved by the management (including trailers and tents) will be permitted and only one structure, excepting a toilet, may be erected on a site.

Water pumps and driven wells are obtainable at low cost, the water being absolutely pure for drinking purposes. An electric high-line runs across the property but is now presently available for use on account of freezing orders. In case of severe tire and gasoline conditions, the tract is one of the few out-state locations adequately served by bus transportation, and we are assured by the Burlington Railroad that rail service will be provided if necessary.

The following will be absolutely prohibited:

Hunting, or the use of firearms in any manner.

Swimming or wading in any of the waters.

Miscellaneous Record No. 14

Use of power boats of any sort on the lake waters.
 Throwing of objects of any kind into the lake waters.
 Digging, excavating, or disturbing top-soil in any manner.
 Removal or planting of trees or shrubs without permission.
 Driving on any part of the tract excepting on the established roads.
 Construction of docks or other structures protruding into any of the waters.
 Harboring of animals excepting house pets.
 Permitting unsightly conditions of any sort to exist.
 Disturbing the Peace in any manner, or permitting unusual noise.
 It is expected that extreme caution will be taken to maintain a high degree of sanitation.
 Garbage will be placed in tight containers and will be disposed of as directed by the management. It is anticipated that currently the cost of maintenance of roads, etc. by the management will greatly exceed the amount of rent collected and because this venture for some time will be on a non-profit basis, every cooperation with the ideas and plans of the management will be expected of the lessees, including compliance with additional regulations as their establishment becomes advisable.

~~The right of way of the Burlington Railroad Company which serves the tract is hereby reserved and the lessees shall be bound to keep the same open and unobstructed by the use of the same for the purpose of the operation of the railroad and the management reserves the right, upon refund of any unused rental and without the agreement of any reason, to terminate any lease and order immediate removal of any buildings or fixtures from the tract; or to refuse to renew any lease upon its expiration.~~

Later on, formal lease contracts will be written covering long terms of occupancy, the terms set forth above being temporary and subject to change if, when and as conditions warrant.

Respectfully,

LINOMA REALTY CO.

GREETA, NBR. May 17, 1947.

The undersigned lessee has carefully read and understands the above and agrees to conform to the terms and conditions set forth.

Chas. Trader

Received of the above lessee \$50.00 in payment of rental of lot selected, from June 1,

1947 to May 31, 1948.

LINOMA REALTY COMPANY.

By C. K. Gaines
 Secretary

IN MATTER OF ESTATE
 OF
 ANNA CHESHEK-DECEASED.
 Decree 200 Ed. 1A

Filed November 2, 1950 at 2 o'clock PM

County Clerk
 County Clerk

IN THE COUNTY COURT OF SARY COUNTY, NEBRASKA

In the Matter of the Estate : Estate No. _____
 of : FINAL DECREE

Anna Cheshek, Deceased :

Now, on this 2nd day of November, 1950, this matter came on to be heard on the final account and petition for discharge of Guy E. Tate, Administrator of the Estate of Anna Cheshek, Deceased and for the distribution of the personal property of said estate, and the evidence, and was submitted to the Court on consideration whereof the Court finds that due and legal notice of the time and place of hearing on said final account and petition for discharge has been given to all persons interested in said estate as provided by law. Thereupon, the Court being fully advised in the premises finds as follows:

1. That the said final account of the said Guy E. Tate, Administrator of the estate of the said Anna Cheshek, deceased is in all respects just, true and correct; that due notice to creditors has been given; that the orders of the Court decreeing the amounts due upon claims against said estate have been duly paid and satisfied; that since the filing of the final report in said estate, the sum of \$10.00 has been paid to Harry S. Byrne and Company for a bond premium; that said estate is now solvent.
2. That on final settlement of the estate, there will be due this Court the sum of \$45.17; that the Administrator is hereby allowed the sum of \$ waived, for his commission pursuant to the statutes; that the sum of \$200.00 be and is hereby allowed to Guy E. Tate for his fee as attorney in conducting the proceedings for the settlement of this estate.
3. That after the payment of all claims, administration expenses, administrator and

Shaw

JAMES K. P. GOODFELLOW, who apparently was
Filed August 22, 1916, at 9 A. M.

to *used to haul gravel by rail once*
 IYMAN SAND COMPANY, ET AL.
 Contract. \$2,10 Pd. *upon indorse-*

County Clerk.

LYMAN SAND COMPANY, ET AL.
Contract. \$2.10 Pd.

Contract. \$2.10 P'd.

THIS CONTRACT made in triplicate this 12

THIS CONTRACT made in triplicate this 12

day of April, 1916, by and between James K. P. Goodfellow, party of the first part, Lyman Sand Company, a corporation, party of the second part, and Chicago, Burlington and Quincy Railroad Company, party of the third part, WITNESSETH:

That the said parties in consideration of their respective mutual covenants and agreements herein contained agree and contract as follows:

The first party hereby grants and conveys unto the second and third parties an easement to construct a side track over so much of that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-nine (29), Town. Thirteen (13) Range Ten (10) East, in Sarpy County, Nebraska, as lies north of the right of way of the Chicago, Burlington and Quincy Railroad Company, for the purpose of permitting the third party to construct a side track for the use of the second party provided, however, that said side track shall be constructed within a triangle bounded as follows:

Beginning at a point where the north and south line, through said section Twenty-nine (29), intersects the north line of the Chicago, Burlington and Quincy Railroad Company's right-of-way; thence north along said center line Two Hundred (200) feet; thence northeasterly to the intersection of the west side of the wagon road which crosses the third party's railroad at about Station Ninety-four (94) with the north line of said railroad right of way; thence southwesterly along the north line of said right of way to point of beginning.

And the first party grants and conveys to the third party an easement to construct, and if necessary, review a dike to be constructed of sand and earth

Commencing at a point on the north line of the third party's right of way in Section Twenty-nine (29), Town, Thirteen (13), Range Ten (10) East, in Sarpy County, Nebraska, about One Hundred Twenty (120) feet northwesterly measured along the north line of the third party's right of way from the north and south center line through said Section Twenty-nine (29); thence northwesterly along a ridge in that part of the Southeast quarter (SE $\frac{1}{4}$) of said Section Twenty-nine (29) lying north of said right of way to approximately the center of said Section Twenty-nine (29); thence northwesterly approximately in the line of a ridge extending from the center of said Section Twenty-nine (29) to a point in the county wagon road in the Northwest quarter (NW $\frac{1}{4}$) of said Section Twenty-nine (29) about six hundred (600) feet southwest (SW) of the north and south center line of said Section Twenty-nine (29).

and also grants to the third party the right to enter upon said premises for the purpose of constructing and repairing said dike.

The first party also agrees at all times in the future to make minor repairs upon said dike after it shall have been constructed and to construct and maintain a fence along the east side thereof.

And the second party hereby grants and conveys unto the first and third parties the right to construct said dike upon so much of the premises owned by the second party as lies within the West Half (W $\frac{1}{2}$) of said Section Twenty-Nine (29) and to enter upon said premises and excavate material thereon for the purpose of constructing and maintaining said dike and grants and conveys to the third party the right to construct and maintain a fence along the

... agreed that upon application by the second party, the third party will construct

crossing mentioned in the fourth paragraph of this agreement and will cross the triangular piece of land referred to in the fourth paragraph of this agreement and will lead on to the property of the second party. Said track will be for the purpose of excavating and shipping sand and gravel. It is further agreed that the second party grants permission to the first and third parties to tap the aforesaid track which is to be built for the second party for the purpose of building a spur track from the aforesaid track, said spur track not to exceed three hundred feet in length and to be used by the first party for loading and shipping farm products. It is agreed that no part of the first coat or upkeep of the said spur track which is to be built for the benefit of the first party shall be in any way chargeable to the second party. Said side tracks to be constructed in accordance with the terms and conditions contained in the regular side track contracts made by the third party provided, however, that any side track constructed for the benefit of the first party shall be without further contract between the parties hereto, be maintained after the second party shall have ceased to use the side track to be constructed for its benefit. And the third party on its part agrees to open upon the aforesaid premises and within three months from the execution of these premises, to construct a substantial dike about of approximately along the line of the ridge heretofore referred to and to construct and maintain a substantial fence along the west toe of said dike and to keep said dike in repair except as to dirt or repairs.

The third party further agrees that whenever it shall construct a side track for the second party under the easement herein granted, it will, agreeable to the conditions of its regular side track contracts, construct a switch for the first party and at his sole expense, but that the said side track for the first party shall not be continued longer than the second party shall maintain the side track should one be constructed for it as aforesaid.

A blue-print identified by the signature of F. T. Darrow, Engineer Maintenance of Reg. Lines West, of the third party, and by the number 85622, is hereto attached and made a part of this contract.

It is further agreed by the parties hereto that the covenants and agreements herein contained shall run with the title to said land and shall be binding upon the heirs, executors, administrators, successors, and assigns of all and singular the parties hereto.

IN WITNESS WHEREOF, the respective parties have herunto affixed their hands

this 27 day of April, 1916.

WITNESS: H. S. Tyler
 Witness as to signature of Second Party:
 H. E. Schellberg
 # Lyman Seng Company,
 # Omaha, Nebraska.
 # Corporate Seal.
 Witness as to signature of Third Party
 CHICAGO MILWAUKEE AND QUINCY RAILROAD COMPANY,
 Wm. J. Lahr
 By: Hale Holden, Its President.

James K. P. Goodfellow,
 Party of the First Part.
 LYMAN SENG COMPANY,
 By H. E. Currier, Its President.

STATE OF NEBRASKA,
 COUNTY OF _____, ss. On this 27. day of April, 1916, before me, a notary public duly commissioned and qualified in and for said County, personally appeared James K. P. Goodfellow, a witness, to me well known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 27 day of April, 1916.
 H. S. Tyler, Notary Public.
 Commission expires Sept. 7, 1917.
 Douglas County, Nebraska.

110
MISCELLANEOUS RECORD NO. 4.

JAMES K. P. GOODFELLOW,

Filed August 22, 1916, at 9 A. M.

to

LYMAN SAND COMPANY, ET AL.
Contract. \$2.10 Pd.

Geo. A. Kelley
County Clerk.

THIS CONTRACT made in triplicate this 12

day of April, 1916, by and between James K. P. Goodfellow, party of the first part, Lyman Sand Company, a corporation, party of the second part, and Chicago, Burlington and Quincy Railroad Company, party of the third part, WITNESSETH:

That the said parties in consideration of their respective mutual covenants and agreements herein contained agree and contract as follows:

The first party hereby Grants and conveys unto the second and third parties an easement to construct a side track over so much of that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-nine (29), Town. Thirteen (13) Range Ten (10) East, in Sarpy County, Nebraska, as lies north of the right of way of the Chicago, Burlington and Quincy Railroad Company, for the purpose of permitting the third party to construct a side track for the use of the second party provided, however, that said side track shall be constructed within a triangle bounded as follows:

Beginning at a point where the north and south ^{or NW} line, through said section Twenty-nine (29), intersects the north line of the Chicago, Burlington and Quincy Railroad Company's right-of-way; thence north along said center line Two Hundred (200) feet; thence northeasterly to the intersection of the west side of the wagon road which crosses the third party's railroad at about Station Ninety-four (94) with the north line of said railroad right of way; thence southwesterly along the north line of said right of way to point of beginning.

Also, the first party grants and conveys to the third party an easement to construct, and if necessary renew, a dike to be constructed of sand and earth

Commencing at a point on the north line of the third party's right of way in Section Twenty-nine (29), Town. Thirteen (13), Range Ten (10) East, in Sarpy County, Nebraska, about One Hundred Twenty (120) feet northwesterly measured along the north line of the third party's right of way from the north and south center line through said Section Twenty-nine (29); thence northwesterly along a ridge in that part of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-nine (29) lying north of said right of way to approximately the center of said Section Twenty-nine (29); thence northwesterly approximately in the line of a ridge extending from the center of said Section Twenty-nine (29) to a point in the county wagon road in the Northwest Quarter (NW $\frac{1}{4}$) of said Section Twenty-nine (29) about six hundred (600) feet southwest (SW) of the north and south center line of said Section Twenty-nine (29).

and also grants to the third party the right to enter upon said premises for the purpose of constructing and repairing said dike.

The first party also agrees at all times in the future to make minor repairs upon said dike after it shall have been constructed and to construct and maintain a fence along the east side thereof.

And the second party hereby Grants and conveys unto the first and third parties the right to construct said dike upon so much of the premises owned by the second party as lies within the West Half (W $\frac{1}{2}$) of said Section Twenty-Nine (29) and to enter upon said premises and excavate material thereon for the purpose of constructing and maintaining said dike and Grants and conveys to the third party the right to construct and maintain a fence along the westerly toe of said dike after it shall have been constructed;

And the second party agrees that upon application by the second party, the third party will construct

crossing mentioned in the fourth paragraph of this agreement and will cross the triangular piece of land referred to in the fourth paragraph of this agreement and will lead on to the property of the second party. Said track will be for the purpose of excavating and shipping sand and gravel. It is further agreed that the second party grants permission to the first and third parties to tap the aforesaid track which is to be built for the second party for the purpose of building a spur track from the aforesaid track, said spur track not to exceed three hundred feet in length and to be used by the first party for loading and shipping farm products. It is agreed that no part of the first cost or upkeep of the said spur track which is to be built for the benefit of the first party shall be in any way chargeable to the second party. Said side tracks to be constructed in accordance with the terms and conditions contained in the regular side track contracts made by the third party provided, however, that any side track constructed for the benefit of the first party be, without further contract between the parties hereto, be maintained after the second party shall have ceased to use the side track to be constructed for its benefit.

And the third party on its part agrees to enter upon the aforesaid premises and within three months from the execution of these premises, to construct a substantial dike about or approximately along the line of the ridge heretofore referred to and to construct and maintain a substantial fence along the west toe of said dike and to keep said dike in repair except as to run or repairs.

The third party further agrees that whenever it shall construct a side track for the second party under the easement herein granted, it will, agreeable to the conditions of its regular side track contracts, construct a switch for the first party and at his sole expense, but that the said side track for the first party shall not be continued longer than the second party shall maintain the side track should one be constructed for it as aforesaid.

A blue-print identified by the signature of F. C. Darro, Engineer Maintenance of Veg. Lines West, of the third party, and by the number 88222, is hereto attached and made a part of this contract.

It is further agreed by the parties hereto that the covenants and agreements herein contained shall run with the title to said land and shall be binding upon the heirs, executors, administrators, successors, and assigns of all and singular the parties hereto.

IN WITNESS WHEREOF, the respective parties have herunto affixed their hands this 27 day of April, 1916.

WITNESS: H. S. Tyler,
Witness as to signature of Second Party:
E. E. Schellberg,
Lymen Seed Company,
Omaha, Nebraska,
Corporate Seal.
Witness as to signature of Third Party
CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY,
By: J. J. Lahr
By: Hale Holden, its President.

STATE OF NEBRASKA,
COUNTY OF _____, SS.
On this 27. day of April, 1916, before me, a notary public duly commissioned and qualified in and for said County, personally appeared James K. F. Goodfellow, a witness, to me well known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 27 day of April, 1916.
H. S. Tyler, Notary Public.
My Commission expires Sept. 7, 1917.

STATE OF NEBRASKA,)
COUNTY OF DOUGLAS.) SS
On this 12 day of April, 1916, before me, Frank J. Sutcliffe,
a notary public, duly commissioned for and residing in said county, personally appeared Lyman
Sand Company, by H. F. Cuttle, its President, and the said H. F. Curtis, as President of said
Lyman Sand Company acknowledged the execution of said instrument to be the voluntary act and
deed of the said Lyman Sand Company and of himself as President of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th. day of
April, 1916.

Frank J. Sutcliffe, Notarial Seal, #
Douglas County, Nebraska. #

Commission expires Oct. 9, 1918.
Frank J. Sutcliffe,
Notary Public.

STATE OF ILLINOIS,)
COUNTY OF COOK.) SS.
On this 19th. day of July, 1916, before me a notary public
duly commissioned and qualified in and for said County, personally appeared Chicago, Burlington
and Quincy Railroad Company, by Hale Holden, its President, and acknowledged the execution
of the foregoing instrument to be the voluntary act and deed of the said Chicago, Burlington
and Quincy Railroad Company and of himself as President of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 19th. day of
July, 1916.

W. S. Burley, Notary Public, #
Cook County, Ill. #

W. S. Burley,
Notary Public.



Miscellaneous Record No. 14

331

LINCOLN REALTY CO. :
AND :
CHICAGO, BURLINGTON & QUINCY RR. CO. :
Agmt. \$2.25 Pct. :
County Clerk

Filed April 4, 1950 at 9:30 o'clock A.M.

AGREEMENT

IN CONSIDERATION of the sum of One Thousand Five Hundred Dollars (\$1,500.00) in hand paid by Chicago, Burlington & Quincy Railroad Company, a corporation, to Lincoln Realty Company, a corporation, the said Lincoln Realty Company hereby assumes all of the obligations of Chicago, Burlington & Quincy Railroad Company pertaining to the construction, repair or maintenance of a certain dike located in Section 29, Township 13 North, Range 10 East, Survey County, Nebraska located approximately as follows:

commencing at a point on the north line of the third party's right of way in Section Twenty-nine (29), Town Thirteen (13), Range Ten (10) East, in Survey County, Nebraska, about one hundred twenty (120) feet northeasterly measured along the north line of the third party's right of way from the north and south center line through said Section twenty-nine (29); thence northeasterly along a ridge in that part of the Southeast Quarter (SE¹/₄) of said Section Twenty-nine (29) 1/2 distance of said ridge of way to approximately the center of said Section Twenty-nine (29); thence northeasterly approximately in the line of a ridge extending from the center of said section twenty-nine (29) to a point in the county road in the northeast quarter (NE¹/₄) of said Section Twenty-nine (29) about 1/2 hundred (600) feet southeast (S¹/₂) of the north and south center line of said Section Twenty-nine (29).

set forth in a certain contract dated April 12, 1916, made and entered into between James H. P. Goodfellow, first of the first party; Lyman Sand Company, a corporation, party of the second party; and Chicago, Burlington & Quincy Railroad Company, party of the third party, and in consideration of said payment said Lincoln Realty Company, successor in title to some of the land affected by said dike, hereby agrees to hereafter restore and maintain said dike in the same as so required or desired by any of the successors in title to either the first or second parties aforesaid to the lands involved and referred to in said contract and to indemnify and hold harmless the said Railroad Company from and at its own expense to assume the defense of any and all actions at law or suits in equity which may hereafter be brought against said Railroad Company for any cause of action arising out of the existence, non-repair or maintenance of said dike subsequent to the date hereof, and said Lincoln Realty Company further forever releases and discharges said Railroad Company from any and all obligation in the future with respect to the existence, maintenance, restoration or repair of said dike or the fences thereon, the intention being that said Railroad Company shall have in the future no right or obligation concerning the existence, construction, maintenance, use or repair of said dike.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of March, 1950.

IN THE PRESENCE OF:
BY: A. E. Royce
its President
ATTEST:
K. S. Galtus
STATE OF NEBRASKA :
DECEASED COUNTY : CS.

Be it remembered that on this 15th day of March, 1950 before me a Notary Public duly commissioned, qualified and acting in and for said county there personally appeared before me the above named A. E. Royce, President and K. S. Galtus, Secretary, to me known to be the identical persons who executed the foregoing instrument on behalf of the Lincoln Realty Company as President and Secretary respectively and each of whom acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of March, 1950.

Notary Public
Fred D. Miller

Spina in Binde und Bindeband

Adena D. Smith

Warrantly Dead

danger all men by their presence that we decide it. Double
 and Col Double his husband in execution of his duty the husband before
 in hand paid do hereby sell convey and empower John O'Connell of county
 county Myrales the following described real estate situate in the county
 of Wexford State of Wexford and part of the eighth principal meridian. To wit
 the East half (1/2) of the North East quarter (1/4) of section three (3) in township twelve
 (12) North of Range Eleven (11) containing Eighty (80) Acre more or less
 together with all the Accretions and appurtenances to the same belong-
 ing or in anywise appertaining. To have and to hold the above described
 premises with the appurtenances to the said John O'Connell and to his
 heirs and assigns forever. We are lawfully seized of said premises they
 are free from incumbrances we have good right and lawful authority
 to sell the same and will warrant and defend the same against all
 lawful claims and claims
 Witness this 1st day of March A.D. 1876
 J. O'Connell

Mitose }
M. 4. Nachkommen }
offene & getrocknete }

Amelia M. Beville
Bathurst Hill
Eastham, N. H.

estate of Nebraska. On the first day of March A.D. 1866 before me
 Joseph Bennett, ss. Mr. G. Richardson a Justice of the Peace in and for
 said County, personally came the above named Adeline M. Doubt and
 G. E. Steinhilber her husband who are personally known to me to be the legal
 husband and wife. Their names are affixed to the above deed as grantee and
 generally acknowledged the instrument to be their voluntary acknowledged
 husband and wife first day of March A.D. 1866

Filed for Record
March 1st / 1886 at 2 P.M.

Mr. G. Richardson

donis deuen

grace of me I will
for safety & unity / Refrain

PK
Dwight

Robert H. Milton, Andrew & Mabel

Light of May Dead

280
Maha and North Gate Railroad Co

17

Know all men by these presents that we Jacob McWhorter and
grate McWhorter his wife and Milton McWhorter and Margaret G.
McWhiter his wife of the County of Douglas and State of Nebraska in
pursuance of the sum of four hundred (\$400) dollars in hand paid
we receipt thereof in hereby acknowledged do hereby grant bargain
sell and convey unto Omaha and North Platte Railroad Company
its successors and assigns the following described Real Estate
to-wit: being a strip of Nebraska to-wit: ~~a~~ ^a strip of ground 200
feet wide it being 100 feet on each side of the center line of the Road

~~the said company~~ located upon the North East Quarter of the
 the First Quarter and the East one half including both these and four
 (36.57) of Section No. 89 in T. 24 N. No. 10 E. 10 W. Range No. 10 E. of the 6th P.M.
 N. 20 E. and 10 N. the same unto the said railroad company.
 the necessary and assigns forever. And in addition to the right of way
 described above we hereby grant for ourselves and our heirs and assigns
 the right to said Railroad Company to erect and maintain a new
 fence for the term of four months each and every year after the date of
 this instrument at any point within one hundred feet on either or
 both sides of the center line of the said Road Railroad as now located or here-
 after located said term of four months to begin November 15th and
 end March 15th each year
 we witness our hand we have hereunto set our hands and seal the the
 first day of March A.D. 1886
 Signed sealed and
 delivered in presence of
 Isaac B. Congdon
 Isaac B. Hendrix
 Charles M. Hendrix
 Milton Hendrix
 Margaret A. Hendrix

At state of Nebraska) On this first day of March A.D. 1886 before me
 Douglas County) Isaac B. Congdon a Notary Public duly sworn
 appeared and qualified per and residing in said County personally
 same Isaac B. Hendrix Charles M. Hendrix Milton Hendrix and
 Margaret A. Hendrix some persons to be the identical persons above
 used in and who executed the foregoing conveyance as grantors and
 acknowledged this instrument to be their voluntary act and deed
 before my hand and Notarial seal the day and year last above writ-
 ten

Notarial Seal Filed for Record Isaac B. Congdon
 March 1st 1886 at 3 P.M. Notary Public
 Isaac B. Hendrix
 Charles M. Hendrix
 Milton Hendrix
 Margaret A. Hendrix

Isaac B. Hendrix
 Charles M. Hendrix
 Milton Hendrix
 Margaret A. Hendrix
 Isaac B. Congdon
 Notary Public

Whereas all men by these presents that we Isaac B. Hendrix
 and Charles M. Hendrix Milton Hendrix and Margaret A. Hendrix
 of the County of Douglas and State of Nebraska in
 consideration of the sum of one hundred and fifty (\$150) dollars in
 hand paid the receipt whereof is hereby acknowledged by the grant
 herein well and convey unto Isaac B. Hendrix Charles M. Hendrix
 Milton Hendrix and Margaret A. Hendrix the following described Real
 Estate in said County State of Nebraska to wit a strip of ground
 100 feet wide of being 30 feet on each side of the center line of the North
 and said company as located upon the South East Quarter of

DEED RECORD NO. 46, SARPY COUNTY.

railroad, containing one and forty three hundredths (1.43) acres, a little more or less.

Also all that part of the east half (½) of the northeast quarter (NE¼) of the northwest quarter (NW¼) of said section 20, lying and being between the northerly right of way line of the present constructed railroad and a line drawn from a point in the west line of the east half (½) of the northeast quarter (NE¼) of the northwest quarter (NW¼) of said section 20, one hundred fourteen (114) feet distant from, at right angles to and on the northerly side of the center line of the present constructed railroad, northeasterly to a point in the east line of the northwest quarter (NW¼) of said section 20, seventy-five (75) feet distant from, at right angles to and on the northerly side of the said center line of the present constructed railroad, containing seventy-six hundredths (.76) u. a little more or less, and belonging to Mary Ehlers and Jacob Ehlers, her husband, and Adolph H. Voss, Executor, Mortgagee, having been duly qualified, and having each personally examined said premises on the day and at the time mentioned in notice filed with the County Judge, at the office of said County Judge, in said County, find the quantity of land taken, and value thereof, as follows, to-wit: six and seventy-one hundredths (6.71) acres of land at Thirteen Hundred Forty Two Dollars, all other damages accruing by reason of the taking of said land, we do appraise at the sum of sixteen hundred, fifty-eight Dollars, and we hereby accordingly award and appraise said value and damages at the total sum of three thousand and no/100 Dollars.

In Testimony Whereof, We have hereunto set our hands this 18th day of June, A.D. 1914, at said office in Papillion, Nebraska.

G. P. Miller
Louis Lesieur
Sammel Startzer
A. R. Morrison
Mike Zwiebel
Charles Behrendt
Commissioners

State of Nebraska)
County of Sarpy) SS: I, J. M. Wheat, County Judge in and for said County, do hereby certify that the above is the original report of the commissioners appointed to assess the damages sustained by the owner of the real estate herein said report described as therein specified, and I do further certify that the said Chicago, Burlington & Quincy Railroad Company has deposited with me for said owner the sum of 3000.00 and 00/100 Dollars, the total amount of the above appraisal.

Witness my hand and official seal this 29th day of June, A.D. 1914.
#Seal of the County Court #
#Sarpy County, Nebraska. #

J. M. Wheat, County Judge.

JULIETTE W. CLOSSON & HUS.
to

Filed October 13, 1914 at 1 P.M.
JMC Peterson
County Clerk.

OMAHA & NORTH PLATTE R. R. CO.,
Deed, \$1.25Pd.
Know all men by these presents, That we Juliette W. Closson and E. A. Closson, (Wife and Husband) of the County of Saunders and State of Nebraska in consideration of the sum of Seventy Five (\$75) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto The Omaha and North Platte Railroad Company its successors and assigns, the following described real estate in Sarpy County, State of Nebraska, to-wit:

14
12
100
50
50

160
50
12

DEED RECORD NO. 46, SABRY COUNTY.

a strip of ground 100 feet wide, it being 50 feet on each side of the center line of the railroad of said Company as located upon lot No. 2 of section No. 29 in Town No. 13 North Range No. 10 East of the Sixth P.M. to have and to hold the same unto the said railroad company, its successors and assigns forever. And in addition to the right of way described above we hereby grant, for ourselves and our heirs and assigns the right to said Railroad Company to erect and maintain a snow fence for the term of four months, each and every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center line of the said Railroad, as now located on above described land; said term of four months to begin November 15th and end March 15th of each year.

In Witness Whereof, We have hereunto set our hands and seal, this the fifth day of June
A.D. 1886.

Signed, Sealed and Delivered in Presence of
Will G.Doom Juliette W. Closson
E.A.Closson

A.S. Closson
The State of Nebraska)
Saunders County } SS: On this fifth day of June A.D. 1886 before me Will G. Doon a Notary
Public duly commissioned and qualified for and residing in said County, personally came Juliette
W. Closson and E.A. Closson, her husband to me known to be the identical persons described in
and who executed the foregoing conveyance as grantors, and acknowledged this instrument to be
their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.
 #####
 #Will G. Doom, Notarial Seal #
 #Saunders County, Nebraska. #
 #####
 Will G. Doom, Notary Public.

ALBERT HOUSE
to
ANDREW H. FRICK
Release of Contract 904 Pd.
Filed Oct. 13, 1914 at 11 A.M.
W.E. Patterson
County Clerk.

Whereas, on the 3rd day of February 1914 the said parties entered into a contract to exchange their respective properties being tax lot 3 and north east corner of tax lot five containing about two acres more or less known as Papillion Roller Mill Property, Serry Co., Neb. belonging to first party, and NW¹ Sec 21 and NE¹ Sec 20 Twp 34 N Range 32 W Cherry Co., Neb. belonging to second party.

Whereas, both parties have agreed not to make the exchange, each party hereby releases the other party from any liability and releases him from performing the conditions contained in said contract or from any of the conditions contained in the extension agreement attached to said contract, without expense or damage in any way to the other party.

Dated at Omaha, Neb. this 14th day of May, A.D. 1914.

WITNESS: A.H. Fricke
J. A. TILYNN By E. A. Fricke, His Agent.

Albert House
By Wm P. Mohr, His Agent.

James Payson since and accept as that neither for the said
 Mary Ann Payson or any person in her name and behalf shall
 or will assert the claim or demand any right or title to the said
 premises or any part thereof but they and everyone of them
 shall by these presents be excluded and forever barred
 On Witness whereof the said party of the first part has hereunto
 set her hand and seal the day and year first above writing
 Signed sealed and delivered
 my presence of
 Some of persons
 Witness my mark
 Mary Ann Payson

Myself, George
 the estate of Rebecca } On this 26th day of January
 George Annely } ss. A.D. 1887 before me the undersi-
 ver a Notary Public duly sworn, qualified and qualified
 her and residing in said County personally appeared Mary
 Ann Payson the known to be the identical person described
 in and whose name is signed to the foregoing conveyance
 as grantor and who acknowledged the said instrument to
 be her act and deed and duly
 On testimony whereof I have hereunto set my hand and signed
 my Notarial Seal at Babylon in said County the day and
 year last above written

Gild for Read } Some persons
 Notarial Seal of 1887 at 4, P.M. Notary Public
 Seal } some persons
 some persons
 Henry Clark

Union Pacific Railway Co
 By Warrady Deal
 Jacob R. C. Miller, Secretary

Know all men by these presents
 That the Union Pacific Railway Company which is a corpo-
 ration formed and existing by the incorporation of the Hon-
 orable Pacific Railway Company the Union Pacific Railway
 and Telegraph Company and the Union Pacific Railroad
 Company under the corporate name and style of the Western
 Pacific Railway Company by authority of an Act of Congress
 entitled an Act to aid in the construction of a Railroad and
 of Telegraph line from the Missouri River to the Pacific Ocean
 and to secure to the Government the use of the same for postal
 purposes and other purposes approved July 1st 1862 and Acts
 amendatory thereof which said Company has succeeded

conveyed adjoining the road of said Company by any such line by and
 the road of said Company upon a line 100 feet distant from the
 outer line of such road and parallel therewith in all cases in
 which such line is required by law to may be required by said
 Company. We have and to hold the said premises with all the rights
 and appurtenances therunto belonging unto the said grantee their
 heirs and assigns forever and the said grantor doth hereby con-
 sent with the said grantee that as the making of the instrument
 it is well agreed of the said premises are of a good and lawful title
 estate in fee and with good right to sell and convey the same
 and that it will warranty and defend the title to said premises
 unto the said grantee their heirs and assigns forever against
 the lawful claims of all persons whomsoever claiming however
 all time and according to law upon said premises since
 June 16th 1879 and before said Union Pacific Railroad Compa-
 ny did on the sixteenth day of April A.D. 1861 execute and deli-
 ver to George F. Mc Dermick of the City of New York and John
 Duff of the City of Boston a certain mortgage deed of hypothecate
 which deed is recorded in the office of the County Clerk of Suffolk
 County in the State of Nebraska wherein said Company conveyed
 by the said George F. Mc Dermick and John Duff as co-debtors
 for the use and purpose therein mentioned among others the
 lands specified therein described and to secure the said George
 F. Mc Dermick did on the twenty eighth day of June A.D.
 1878 by a proper instrument of writing to that effect assign
 and place as trustee under said mortgage deed which assign-
 ment was on the twenty day of October A.D. 1878
 accepted by the Union Pacific Railroad Company by its
 Board of Directors at a meeting thereof held and first held
 in the City of Boston and State of Massachusetts and there-
 as on the twenty day of October A.D. 1878 it subscribed a check
 of \$5000 on the State of Massachusetts to and duly warranted
 by the said George F. Mc Dermick John Duff as successors to said
 George F. Mc Dermick which nomination was on the same
 day approved by the Board of Directors of the said Union
 Pacific Railroad Company and witness by such nomination
 and approval said Frederick do some deed upon his single
 and lawful receipt become vested with the same estate
 power right and interest and charged with the same
 duties and responsibilities as if he had been one of the
 original trustee named in and executing said mortgage
 deed and where said nomination made did by a duly
 sworn proper and official proof of purpose entered on

The twentieth day of October A.D. 1878 at the City of Boston we of the same in such notes and notes formerly made by the said John Duff and Maria the said John Duff did on the nineteenth day of February A.D. 1877 by a proper instrument of writing to that effect assign the place of office under said mortgage deed which resignation was on the nineteenth day of February A.D. 1877 accepted by the Union Pacific Railroad Company by the Executive Committee of said Board of Directors at a meeting thereof held on that day in the City of Boston and State of Massachusetts and whereby no nomination of a successor to fill the vacancy caused by the resignation of said John Duff having been made the said resignation of said John Duff having been made the said resignation of Maria the said Union Pacific Railroad Company with the consent of the Executive for the time being surviving named James Cold and conveyed as above set forth the said estate remaining described with the said parcel of land and said rights, benefits for and in consideration of the sum of one hundred and ninety two and 75/100 (\$192.75) dollars to of in said paid by the said parcel of land and said rights, benefits and said sum of money has been paid to said Frederick A. Ames by said Company in full capacity as above to be said John Duff and said Frederick A. Ames or to said Company at its discretion and said John Duff and said Company for the above and purposes in said mortgage deed mentioned now therefore know all men by these presents that of the said described of Ames remaining together in the above said mortgage deed in consideration of the sum of said promise and payment as aforesaid of said sum of one hundred and ninety two and 75/100 (\$192.75) dollars as paid by said Company to said trust fund of which of said the remaining notes for the use and purchase of said and said hereby promise release and forever quit claim to the said parcel of land and said rights, benefits of the said estate described aforesaid to be held by them free and exempt from all liens encumbrances and charges of said mortgage deed but subject however to all the said covenants and conditions hereinbefore contained.

By Witness under the said grant to the Union Pacific Railroad Company as to cannot there presents to be said with its seal and seal and to be signed by its President and Treasurer and countersigned by its said Secretary, James and its Auditor and the said Frederick A. Ames and Maria the said John Duff and Maria the said John Duff.

range or free from incumbrances; that I have good right and lawful authority to sell the same and that I will and my heirs executors and administrators shall maintain and defend the same and the said Board of Trustees of Bellevue College against the lawful claims of all persons whatsoever. In Witness Whereof we have hereunto set our hands this twenty sixth day of June A. D. 1884.

Henry T. Clarke

Matha. T. Clarke

in presence of
Thos. A. Burroughs

ss.

On this 26th day of June A. D. 1884

County of Douglas } before me a Notary Public duly
qualified in and for said County, personally came the above
named Henry T. Clarke and Matha. T. Clarke his wife
who are personally known to me to be the identical persons
whose names are affixed to the above deed as grantors and
they acknowledged the same to be their voluntary act
and deed.

Witness my hand and Notarial seal the date above said
Filed for Record

Thos. A. Burroughs

June 27th 1884 at Ft. Collins

Notary Public

Living County
County of Clark

United States

To

Patent

Union Pacific Railroad Co.

United States of America

Come greeting: Whereas, by the act of Congress approved July 1st 1862, as amended by the act of July 2^d 1884, to aid in the construction of a Railroad and Telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for Postal, Military and other purposes; authority is given to the Union Pacific Railroad Company, an existing corporation to construct said Railroad and Telegraph line, under certain conditions and stipulations as expressed in said acts; and provision is made for granting to the said Company any alternate sections of Public land designated by said "mineral" to the amount of ten alternate sections per mile, on each side of the Railroad, on the line thereof, and within the limits of twenty miles on each side of said road; and it is provided that whenever disposed of by the United States and to which either claim or domestic claim may not have attached at the

time the line of track road is definitely fixed," and Thomas an
 Official statement, bearing date November 3rd 1869, and Overland
 by the signature of the Secretary of the Interior, has been filed
 in the General Land Office, showing that the Commission ap-
 pointed by the President under provisions of the Sixth Section
 of the said act of Congress approved July 2nd 1864, have reported
 to him that a portion of the line of Railroad and Telegraph from
 Omaha in the State of Nebraska Westward to Ogden and the
 Territory of Utah and thenceover the "Union Pacific Railroad"
 has been constructed and fully completed and equipped, in the
 manner prescribed by the Act of Congress relative to the "Union
 Pacific Railroad and Telegraph line, and the said Union
 Pacific Railroad Company has applied for a conveyance of the
 title to the lands granted to said company by the said act of
 Congress of July 1st 1862 and July 2nd 1864, and Thomas certain
 tracts have been released under the act aforesaid, by Deane J.
 Davis, the Agent of the Union Pacific Railroad Company
 as shown by an original list of selections, dated October 19th of
 1868 and signed at 1st 1869, by the Receiver and Register at Omaha
 Nebraska, to wit: 1st Section 5, 21st 22nd acres, 6th of Section 9,
 320 acres, 8th 1st Section 9, 160 acres, 11th 28th 1st Section 13, 80 acres
 8th of 1st 1st 8th and lots 28 & 3, and the 6th of Section 17,
 468²/₃ acres, the 1st 6th of 1st 6th, 11th of 1st 6th and 8th 6th of Section
 21, 280 acres, the 11th of 2nd 1st of Section 25, 80 acres, ~~the 6th of~~
~~of 2nd 1st Section 29, 80 acres, and lots 1, 3 & 4th Section 29, 160²/₃~~
~~acres, all situated in Township 13 Range 10 East also the~~
 6th of 1st 6th Section 17, 80 acres, 1st 6th of 28th 1st Section 17 and lots
 1, 2, 3 and 4th Section 17, 192²/₃ acres, also 11th of 1st 1st Section
 21, 2nd 1st of 2nd 1st and the 2nd of 28th 1st Section 21, 160 acres, also lots
 1 & 5 Section 29, 73²/₃ acres, also 11th of 1st 1st and the 1st of 1st 1st
 of Section 33, all in Township 13 Range 10 East also
 the 1st 6th of 1st 6th of Section 9, 40 acres, also the 1st 1st of 1st 1st the
 8th of 2nd 1st the 2nd of 28th 1st of Section 17, 120 acres, also lot
 3 Section 21, 3²/₃ acres all in Township 12 Range 11 East, also
 the 6th of 1st 6th and the 2nd of 1st 1st of Section 17, 120 acres
 all in Township 14 Range 11, also the 1st of 1st 6th of Section
 5, 40²/₃ acres all in Township 13 Range 12 East, thus known
 as that the United States of America, in consideration of the
 services, and pursuant to the said act of Congress, have given
 and granted and by these presents do give and grant unto the
 said Union Pacific Railroad Company, and to its assigns, the
 title of land relative as aforesaid and described in the

freigning, yet excluding and excepting from the transfer by these presents, "all Mineral Lands," should any such be found to exist in the lands described in the foregoing; but the exception and exclusion, according to the terms of the Statute, "shall not be construed to include Coal and Iron Land." To have and to hold the said lands of Land, with the appurtenances unto the said Union Pacific Rail Road Company "and to its assigns forever. With the exclusion and exception as aforesaid.

In Testimony Whereof, I William S. Grant, President of the United States, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. Given under my hand at the City of Washington, this twenty third day of February, in the year of our Lord One thousand eight hundred and seventy one, and of the Independence of the United States the ninety fifth.

By the President W. S. Grant

Seal of J. N. Chandler

J. Parvish

Secretary of the General

Secretary

Land Office

Filed for Record

June 30th 1871 at 10. A. M.

Down Sealing

County Clerk

United States

To

Patent

Union Pacific Rail Road Co.

United State of America

To all to whom these presents shall come greeting.

Whereas, by the Act of Congress approved July 1st 1862, as amended by the Act of July 2^d 1864, "to aid in the construction of a Rail Road and Telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for Postal, Military, and other purposes," authority is given to the Union Pacific Rail Road Company, to construct a Rail Road and Telegraph line, under certain conditions and stipulations, as expressed in said Acts, and provision is made for granting to the said Company, every alternate section of Public Land designated by said Acts, to the amount of ten alternate sections per mile on each side of the said Rail Road, on the line thereof, and within the limits of twenty miles on each side of said Road, and also, reserved as aforesaid, surveyed and by the United States, and to hold as per and upon as aforesaid claims, may and

Daniel Z. Mountain of me as to the same as my part there
 to have and to hold the above described premises with the
 appurtenances unto the said Thomas Rayer and to his heirs and
 assigns forever. And I hereby covenant with the said Thomas
 Rayer that I had said premises by good and lawful title
 that I have good right and lawful authority to sell and con-
 vey the same that they are free and clear of all liens and en-
 cumbrances whatsoever and I covenant to warrant and
 defend the said premises against the lawful claims of all
 persons who may claim the said Emily L. Mountain hereby
 relinquish her right of dower in and to the above de-
 scribed premises.

Signed this 7th day of July 1892

In presence of
 Lewis Lewis

Daniel Z. Mountain
 Emily L. Mountain

State of Nebraska)

ss.

On this 7th day of July A.D. 1892 before
 me Lewis Lewis a Notary Public within and for said County
 personally came Daniel Z. Mountain and Emily L. Mountain his
 wife to me personally known to be the identical persons
 whose names are signed to the above instrument as grantors
 and severally acknowledged the execution of the same to be
 their voluntary act and deed for the purposes therein ex-
 pressed. In witness whereof I have hereunto subscribed my
 name and affixed my official seal at Ogallala Neb on
 the date last above written

{Notarial
 Seal}

Lewis Lewis
 Notary Public

Matten Handing wife 2nd July 8-1892 at 8 am
 to

Jacob R. Handing
 husband

All witnesses
 Emily Lewis

Have all Men by these presents
 that we Matten Handing and Margaret J. Handing his wife
 of Douglas County and State of Nebraska in consideration of
 the sum of One Dollar in hand paid by Jacob R. Handing of
 Douglas County and State of Nebraska to Emily Lewis and convey
 unto the said Jacob R. Handing the undivided one half (1/2) of

Contains
 1 page
 1200 S.
 (Adverse
 Swaps)
 OK road
 good map

may
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and
may
be
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nected
with
all
the
other
land
in
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vicinity
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place

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land
in
the
vicinity
of
the
same
place

the following described premises situated in the County of
Sage and State of Nebraska to-wit: Lots 5) Six 6) and Seven
7) all in Section eight 8) and also the South one-half 1/2) of
Section nine 9) and also all that part of Section twenty one 21)
lying south of water of the Burlington and Missouri River
Rail Road, and also the north one-half 1/2) of the North East
quarter 1/4) and the South East quarter 1/4) of the North West
quarter 1/4) in Section twenty-seven 27) and also the North West
quarter 1/4) and the North one-half 1/2) of the South West quarter 1/4)
of Section twenty eight 28) and also the north East quarter 1/4)
and the East one-half 1/2) of the South East quarter 1/4) and
lots One 1), three 3) four 4) and five 5) in Section twenty-nine
29) all of the above described lands being and lying in
Township thirtieth 30) and Range ten 10) east containing Twelve
hundred and fifty one acres more or less according to
Government survey. The said Milton Shindler reserves for
himself his heirs and assigns a right of way fifty 50 feet
wide, through, over and across Section twenty-nine 29)-
from the public road on the north line of Section twenty-
nine 29) to the railroad switch on the Burlington and Mo-
ssouri River Rail Road, which more or less covers said Section
twenty-nine 29) and the right to use said hundred and
fifty one acres for loading and unloading stock and grain
hay and merchandise, on condition that all gates are to
be shut when using said right of way. These lands are
subject to the taxes and also to a proportionate share of
a certain mortgage for twenty thousand (\$20,000) dollars
bearing date of February twenty-third 1891 and payable March
first 1894 with interest at the rate of ten per cent per an-
num, payable semi-annually and also subject to a purchase
clause of a second mortgage for fifteen thousand (\$15,000)
dollars bearing date of February 22nd 1891 and payable in
ten installments of One hundred and fifty Dollars each
each of said mortgages are now payable to the New-
England Steam and Trust Company or their order. Together
with all the Tenements, buildiments and appurtenances to
the same belonging and all the State, right title, interest
claim or demand whatsoever of the said Milton Shindler
and his heirs & assigns of or in to the same or any part
thereof. To have and to hold the above described premises with
the appurtenances unto the said John R. Shindler and to his

has not assigned former land nor hereby consent with the said Jacob R. Kendrick that we hold said premises by good and perfect title; that we have good right and lawful authority to sell and convey the same, that they are free and clear of all liens and incumbrances whatsoever, except as above mentioned, and we consent to warrant and defend the said premises against the lawful claims of all persons whatsoever and the said Margaret G. Kendrick hereby relinquishes her right of dower in and to the above described premises.

Signed this 15th day of March A.D. 1892

In presence of }
B.M. Butler

Milton Kendrick
Margaret G. Kendrick

State of Nebraska }
Douglas County } On this 15th day of March A.D. 1892 before me a Notary Public in and for said County personally appeared the within named Milton Kendrick and Margaret G. Kendrick who are personally known to me to be the identical persons whose names are subscribed to the above said as grantors and they acknowledged the instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date aforesaid.

Notary
Seal

By me: M. Butler
Notary Public

Jacob R. Kendrick & wife

Said July 8-1892 at 8 am

to

Milton Kendrick

1st 1/2 pt }

Margaret
Kendrick

That we Jacob R. Kendrick and Sarah M. Kendrick hereby of Douglas County and State of Nebraska in consideration of the sum of One Dollar in hand paid by Milton Kendrick of Douglas County and City of Nebraska to hereby sell and convey unto the said Milton Kendrick the undivided one half (1/2) of the following described premises situated in the County of Dwyer and State of Nebraska to wit: The East one half (1/2) and the South one half (1/2) of the block West quarter (1/4) and the North East quarter (1/4) of the 9th of the South West quarter (1/4) and the North East quarter (1/4) of the

144-758

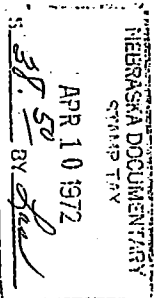
CORPORATION WARRANTY DEED

The grantor FAWN LAKE, INC.

a corporation organized and existing under and by virtue of the laws of the State of Nebraska
in consideration of One Dollar (\$1.00) and other good and valuable consideration
received from grantee, does grant, bargain, sell convey and confirm unto
BEACON VIEW, INC.

herein called the grantee whether one or more, the following described real property in
Sapry
County, Nebraska:

See Exhibit "A" attached.



FILED FOR RECORD 4-11-72 3:00 PM IN BOOK 147 OF Beacon
PAGE 758 Carl A. Hillbels REGISTER OF DEEDS, SAPPY COUNTY NEB. 625

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance except easements of record and leases with certain tenants

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whatsoever.

In witness whereof, grantor has herunto caused its corporate seal to be affixed and these presents signed by its President.

Dated April 6 1972

FAWN LAKE, INC.

By [Signature]
F. L. Miller President

STATE OF NEBRASKA, County of Douglas

Before me, a notary public qualified in said county, personally came

F. L. Miller

FAWN LAKE, INC.

known to me to be the President and identical person who signed the foregoing instrument, and he acknowledged to me his position thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

APR 11 1972

Notary Public.

File # 015746

My commission expires April 25 1972

147-958A

EXHIBIT "A"

That part of Tax Lot "F" and Tax Lot "D", all in Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning the center of said Section 29, thence N 33° 18' 30" W, 3086.53 feet to a point 50.0 feet South of the North line of said Section 29; thence S 89° 37' W on a line 50.0 feet South of and parallel with the North line of said Section 29, 264.41 feet; thence South 1199.6 feet; thence West 416.7 feet to a point on the Easterly bank of the Platte River; thence Southerly on the Easterly bank of the Platte River to a point where it intersects a line 100.0 feet Northwesterly from the centerline of CB&Q Railroad track; thence N 51° 56' E on a line 100.0 feet Northerly from and parallel with the centerline of said railroad tracks, 1844.87 feet; thence N 14° 34' W 54.46 feet; thence S 51° 56' W, 166.50 feet; thence S 71° 36' W, 69.1 feet; thence N 85° 19' 55" W, 52.4 feet; thence N 60° 29' 35" W, 48.9 feet; thence N 33° 04' 05" W, 61.6 feet; thence N 18° 14' 25" W, 79.9 feet; thence N 14° 27' 10" W, 58.4 feet; thence North 115.7 feet to the point of beginning. (The East line of the NW 1/4 of Section 29 assumed North-South in direction.)

That part of Tax Lot "F" in the SE 1/4 of Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska more particularly described as follows: Beginning at a point of the West line of the SE 1/4; being 115.51 feet South of the Center of said Section 29, thence S 14° 27' 10" E, 58.4 feet; thence S 18° 14' 25" E, 79.9 feet; thence S 33° 04' 05" E, 61.6 feet; thence S 60° 29' 35" E, 48.9 feet; thence S 85° 19' 55" E, 52.4 feet; thence N 71° 36' E, 69.1 feet; thence N 51° 56' E, 166.50 feet; thence S 14° 34' E, 54.46 feet to the North R.O.W. line of C.B.&Q. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C.B.&Q. Railroad to the West line of said SE 1/4 thence North 436.81 feet along the West line of said SE 1/4 to the point of beginning.

21-WARRANTY DEED

Fulton & Wolf Company, Lincoln, Neb.

WARRANTY DEED

145-670

FLOYD W. BUNDY, Gladys Bundy, Melvin E. Bundy, Dolores L. Bundy, husband and wife
Robert L. Bundy and Dolores E. Bundy, herein called the grantor whether one or more,
husband and wife

in consideration of ONE DOLLAR and other good and valuable consideration

received from grantee, does grant, bargain, sell, convey and confirm unto

FARM LAKE, INC., a Nebraska corporation,

herein called the grantee whether one or more, the following described real property

Sarpy, County, Nebraska:

NEBRASKA DOCUMENTARY STAMP TAX MAY 6 1970 55 BY <i>del</i>

That part of Tax Lot "P" in the SE 1/4 of Section 29, T 13 N, R 10 E of the 6th P. M., Sarpy County, Nebraska, more particularly described as follows: Beginning at a point on the West line of the SE 1/4, being 115.51 feet South of the center of said Section 29, thence S 14° 27' 10" E, 58.4 feet; thence S 18° 14' 25" E, 79.9 feet; thence S 33° 04' 05" E, 61.6 feet; thence S 60° 29' 35" E, 48.9 feet; thence S 85° 19' 55" E, 52.4 feet; thence N 71° 36' E, 69.1 feet; thence N 51° 56' E, 166.50 feet; thence S 14° 34' E, 54.46 feet to the North R.O.W. line of C. B. & O. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C. B. & O. Railroad to the West line of said SE 1/4; thence North 436.81 feet along the West line of said SE 1/4 to the point of beginning.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.
And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance -- subject to easements of record,

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated May 4, 1970.

<i>Floyd W. Bundy</i> Floyd W. Bundy	<i>Gladys Bundy</i> Gladys Bundy
<i>Melvin E. Bundy</i> Melvin E. Bundy	<i>Dolores L. Bundy</i> Dolores L. Bundy
<i>Robert L. Bundy</i> Robert L. Bundy	<i>Dolores E. Bundy</i> Dolores E. Bundy

STATE OF NEBRASKA, County of Douglas:

Before me, a notary public qualified for said county, personally came

FLOYD W. BUNDY, Gladys Bundy, Melvin E. Bundy, husband and wife
ROBERT L. BUNDY, Dolores E. Bundy, husband and wife



and to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on May 4, 1970.

Notary Public.
My commission expires April 25, 1972.

FILED FOR RECORD IN SARPY COUNTY NEB 7:29 PM 10-22-70 AT 8 O'CLOCK PM
AND RECORDED IN BOOK 145 OF Records PAGE 670

Alvin W. Bundy REGISTER OF DEEDS

FR

FILED FOR RECORD IN SARPY COUNTY NEB May 14 1970 RECORDED IN
AND RECORDED IN BOOK 43 OF Miscellaneous PAGE 189

Oliver Anderson REGISTER OF DEEDS 395

43-189

RELEASE OF EASEMENT

Comes now THE CHICAGO LUMBER COMPANY OF OMAHA, a corporation, and hereby releases all of its right, title and interest to a certain easement granted to it over the following described real property located in Sarpy County, Nebraska:

Commencing at the Southeast corner of Tax Lot D-1 on the West line of the Southeast Quarter (SE 1/4) of Section Twenty-nine (29), Township Thirteen (13) North, Range Ten (10) East of the 6th P.M., in Sarpy County, Nebraska; thence due north (assumed bearing) 38.11 feet; thence north 51 degrees, 56 minutes east parallel to the north line of the Railroad Right-of-Way 470.15 feet; thence south 14 degrees, 43 minutes east 32.73 feet; thence south 51 degrees, 56 minutes west along the north line of the C. B. & Q. Railroad Right-of-Way 480.67 feet to the point of beginning,

said easement being dated May 7, 1965, and recorded at Book 35 of Miscellaneous Records at page 223.

In witness whereof, The Chicago Lumber Company of Omaha has hereunto caused its corporate seal to be affixed and these presents signed by its President.

THE CHICAGO LUMBER COMPANY OF OMAHA,
a corporation,

BY F. L. Miller
F. L. Miller, President



SEAL

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

I, F. L. Miller, a notary public qualified in said county, personally know F. L. Miller, President of The Chicago Lumber Company of Omaha, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal on May 14, 1970.

Rec # 001695

Oliver Anderson
Notary Public

My Commission Expires: March 6, 1972

1

WARRANT

THIS AGREEMENT, made and entered into this 1st day of May, 1955, by and between the CHICAGO SUMMER COMPANY OF ILLINOIS, a corporation, having principal offices in the City of Chicago, Illinois, and

shall include the successors and assigns, and FLOYD F. BUNDY and CLAUD'S BUNDY, husband and wife, Robert L. BUNDY and MARGARET L. BUNDY, husband and wife, NEWMAN E. BUNDY and DELORNE E. BUNDY, husband and wife, and LINDA ELLA WOODSON, their heirs, executors, administrators, agents and assigns, hereinafter called grantors, in consideration of the following:

1. That the grantors own and have title to the following described real estate:

Tax lot E in the East One-half (E 1/2) of Section Twenty-nine (29), Township Thirteen (13) North, Range Ten (10) East of the 6th P. M. in Sarpy County, Nebraska.

said property adjoining certain property owned by the grantee on the west side of said Tax lot F.

2. That grantee desires to have an easement of right-of-way over a portion of said Tax lot F hereinafter described for ingress and egress between said land owned by the grantee and the County road immediately east of the real estate hereinafter described.

THE PARTIES HERETO STIPULATE AND AGREE AS follows:

The grantors do hereby grant and assign and set over to the grantee an easement of right-of-way over the following described real estate:

Commencing at the Southeast corner of Tax lot D-1 on the west line of the Southeast Quarter (SE 1/4) of Section Twenty-nine (29), Township Thirteen (13) North, Range Ten (10) East of the 6th P. M. in Sarpy County, Nebraska; thence due north (assumed bearing) 38.11 ft.; thence north 31 degrees, 56 minutes east parallel to the north line of the Railroad right-of-way 470.15 ft.; thence south 31 degrees, 43 minutes east 32.73 ft.; thence south 31 degrees, 56 minutes west along the north line of the C. B. & Q. Railroad right-of-way 480.57 ft. to the point of beginning.

The grantors shall fully use and enjoy the above described property except as to the rights herein granted; and the grantee hereby agrees to hold and save the said grantors harmless from any and all damages arising from its use of the

County of Douglas, a corporation duly organized under the laws of the State of Nebraska, and a legal entity, and a duly authorized officer of said corporation, do hereby certify that the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that said corporation's seal was thereunto affixed by its authority.

Witness my hand and Notarial seal on May 7th, 1965.

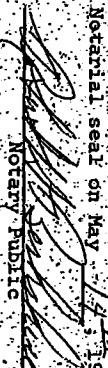

Notary Public

My commission expires April 25, 1968.

STATE OF NEBRASKA)
COUNTY OF Stacy) ss.

Before me, a notary public qualified in said county, personally came Robert L. Bundy and Dolores E. Bundy, husband and wife; Floyd W. Bundy and Gladys Bundy, husband and wife; and Melvin E. Bundy and Dolores L. Bundy, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial seal on May 14th, 1965.


Notary Public

My commission expires April 25, 1968.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a notary public qualified in said county, personally came Laura Ella Murdoch, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial seal on May 17, 1965.


Notary Public

My commission expires October 19, 1968.

Dated 1907
WITNESS: Septis A. Stepp.

Whitney B. Kobermunt.

Subscribed and sworn to before me this 12th day of Sept. 1907.

SEAL

E. F. Stepp, Notary Public.
Commission Expires June 15, 1915.

JAMES K. P. GOODFELLOW

Filed December 13th, 1907, at 8 A.M.

to

Whom it May Concern.
A/C. \$.90¢ Pd.

State of Nebraska,
County of Douglas) ss.

James K. P. Goodfellow, of lawful age, be-

ing first duly sworn on his oath states that on the 11th day of December 1900, he purchased from William G. Henderson the North part of lot 2 in Section 29, Township 13, Range 10, lying North of the Burlington and Missouri River Railroad in Sargy County, Nebraska, which deed was recorded in Book 35 at page 375 of the Deed records of Sargy County, Nebraska; that the title to said land was taken in James Goodfellow, Inaged of James K. P. Goodfellow, but that James Goodfellow, the grantee, described therein is one and the same party as this affiant. And further this affiant saith, not.

James K. P. Goodfellow.

Subscribed in my presence and sworn to before me this 30th day of November, 1907.

SEAL

D. V. SHOES, Notary Public.
Commission Expires Jan. 21, 1911.

JAMES K. P. GOODFELLOW & WIFE

Filed December 13, 1907, at 8 A. M.

to

LYMAN SAND COMPANY.
W.D. \$1.50 Pd.

State of Nebraska,
County of Clark) ss.
K. N. O. W. A. L. L. M. R. N. B. Y. T. H. E. S. E. P. K. E. S. E. N. T. S.

That, James K. P. Goodfellow, and wife, Alice M. Goodfellow, in consideration of Sixty-five Hundred and Sixty-four (\$6564.00) Dollars in hand paid, do hereby Grant, Bargain, sell and confirm unto Lyman Sand Company, the following described real estate situate in the County of Sargy and State of Nebraska, to-wit: A tract of land in the west and-half of Section Twenty-nine (29), Township Thirteen (13), Range Ten (10), East of the 6th P.M., and described as follows: Commencing at a point on the North line of said Section Twenty-nine (29), Seventeen Hundred Twenty-six and eight tenths (1726.8) feet West of the stone at the North-east corner of the North-west quarter of said Section Twenty-nine (29), Township and Range aforesaid; thence west along said Section line Two Hundred Thirty-one and Seven tenths (231.7) feet; thence southerly Twelve Hundred Forty-nine and Six tenths (1249.6) feet to the east bank of the Platte River; thence South-westerly along the east bank of the Platte River to the North line of the G. & Q. Railroad right-of-way, which point is One Hundred (100) feet at right-angles from the center line of said railroad right-of-way; thence North-westerly along said right-of-way parallel to, and one hundred (100) feet at right angles from the center line of said railroad track, Fifteen Hundred Eighty-seven and

Five Tenhs (1367.5) feet to the half section line, thence North on the half Section line five hundred Eighteen (518) feet to the North-east corner of the South-west quarter of said Section Twenty-nine (29;) thence in a north-westerly direction thirty-one hundred Seventy-five and Five Tenths (3175.5) feet to the point of beginning, containing One Hundred and Nine Four Tenhs (109.4) Acres. The Grantee is hereby given the right to extend a switch track from the main line of the C.B. & Q. Railroad, either at the junction of the old switch track or at a point West thereof, in the South-east quarter of said Section Twenty-nine (29), upon Land owned by the Grantor. The Grantor or his assigns to have the right to use said switch track jointly, with the Grantee, for the loading and unloading of cars, but in conformity with the rules of the railroad company. The dirt necessary to construct said switch track shall, however, be taken from along the south side of said proposed switch. The use of said Switch by the Grantor and his assigns not to conflict with the use of said track by the Grantee, nor shall said Grantor or his assigns use said switch for shipping said. Together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said James K. P. Goodfellow, and wife, Alice M. Goodfellow, of, in, or to the same or any part thereof; To Have and to hold the above described premises with the appurtenances unto the said Lyman Sand Company, and to its successors and assigns forever; and we the said Grantors, for ourselves and our heirs, executors and administrators, do covenant with the said Grantee and with its successors and assigns that we are lawfully seized of said premises, that they are free from incumbrance that we have good right and lawful authority to sell the same, and that we will and our heirs executors and administrators shall warrant and defend the same unto the said Grantee and its successors and assigns forever, against the lawful claims of all persons whomsoever. In Witness Whereof, we have hereunto set our hands this 30th day of November A.D. 1907.

IN PRESENCE OF

James K. P. Goodfellow.

H. A. Wiggemohn

Alice M. Goodfellow.

State of Nebraska), ss.
County of *DeWitt*

On this 30th day of November A.D. 1907, before me, a Notary Public in and for said County personally came the above named James K. P. Goodfellow and wife, Alice M. Goodfellow, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Grantors and they acknowledged said instrument to be their voluntary act and deed. Witness my hand and Notarial seal the date last aforesaid.

SEAL

H. A. WIGGEMOHN, Jr.,
Notary Public.
Commission Expires Aug 26, 1913.

THOMAS E. PARMELE
to
WHOM IT MAY CONCERN.
AFF. \$3.50 & Pd.

Filed March 1st, 1907, at S. A. N.
P. J. McCormick
County Clerk
State of Nebraska) ss.
County of Cass

I, Thomas E. Parmele, of lawful age, being first duly sworn, upon my oath do depose and say that I am a son of Calvin H. Parmele, deceased, who died in Cass County, Nebraska, on or about the 28th day of August 1897; That Catherine H. Parmele widow, Myrtle P. Atwood and Samuel H. Atwood, her husband; Charles C. Parmele and William P. Parmele his wife Nellie P. Agnew, and this affiant, Thomas E. Parmele, grantors in a certain deed to one T. T. Bell recorded in Book 31 on page 235 of the records of Sarpy County, Nebraska and conveying the South-west quarter of the North-east quarter; North-west quarter of the South east quarter; East half of the South-east quarter of the North-west quarter; East half of the North-east quarter of the South-west quarter; the North-west quarter of the North-east quarter of the South-west quarter of the South-west quarter; the North half of the North-west quarter of the South-west quarter of Section Nine (9) in Township 12, North of Range 11 East in Sarpy County, Nebraska, are all the heirs of said Calvin H. Parmele, deceased, and further affiant sayeth not.

Subscribed in my presence
SEAL
I, K. HASSER, Notary Public.
Commission Expires October 9, 1912.

JAMES K. P. GOODFELLOW & WIFE
to
LYMAN SAND COMPANY
W.D. \$1.25 Pd.
P. J. McCormick
County Clerk
Know all men by These Presents: That James J. P. Goodfellow,

and wife Alice M. Goodfellow, in consideration of thirty-five Hundred Sixty-four and 60/100 (\$3564.60) Dollars in hand paid, do hereby Grant, Bargain, sell, convey and confirm unto Lyman Sand Company, the following described real estate situated in the County of Sarpy and State of Nebraska, to-wit: - A parcel of land bounded as follows: Commencing on the Section line Twenty-two and Ninety-three hundredths, (22.93) chains west of the South East corner of Section Twenty-nine (29), Township Thirteen (13) North of Range Ten (10) and using the South line of said Section as a base, line, running thence north thirty-four (34) degrees, forty-four (44) minutes West fourteen and five one hundredths (14.05) chains, thence North Eight (8) degrees, two (2) minutes west twenty-two and nineteen hundredths (22.19) chains to the south line of the R. & M. Railroad right-of-way, thence in a South-westerly direction along said right of way twenty-seven and forty one hundredths (27.40) chains to the east bank of the Platte River thence in a southeasterly direction along said River-bank, twenty-one and ten hundredths (21.10) chains more or less to the South line of said Section twenty-nine (29), thence east along said line twenty-one and nineteen hundredths (21.19) chains to the place of beginning, and containing fifty-nine and forty-one hundredths (59.41) acres more or less, and being a part of Government lots Two (2) Four (4) and five (5) of said section twenty-nine (29), Township Thirteen (13) North Range Ten (10) East of the Gth P. M., Sarpy County, Nebraska, and accretions thereto. Subject to taxes for 1907 and thereafter. The Grantee hereby gives to the Grantor or the occupants of

othe lands now owned by Grantor the right of way over a strip of land along the South side of the B. & M. Railroad switch track of sufficient width to drive stock or wagons for loading or unloading of cars; with the right also to fence off a cattle pen 32 X 48 feet; with proper loading shutts. Such use of switch track not to conflict with the state laws or rules of the Railroad company. Together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said James K. P. Goodfellow and wife Alice M. Goodfellow, of, in, or to the same or any part thereof; To Have and to Hold the above described premises with the appurtenances unto the said Lyman Sand Company, and to its successors and assigns forever; and we the said Grantors, for ourselves and our heirs, executors and administrators do covenant with the said Grantee and with its successors and assigns, that we are lawfully seized of said premises, that they are free from incumbrance, except as above set forth; that we have good right and lawful authority to sell the same, and that we will and our heirs executors and administrators shall warrant and defend the same unto the said Grantee, and its successors and assigns, forever, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands this 26th day of February A.D., 1907.

IN PRESENCE OF
H.A. WIGGENHORN.

James K.P. Goodfellow.

Alice M. Goodfellow.

State of Nebraska) ss.
County of Saunders)

On this 27th day of February A.D., 1907, before me, a Notary Public in and for said County, personally came the above named James K. P. Goodfellow, and wife Alice M. Goodfellow, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Grantors and they acknowledged said instrument to be their voluntary act and deed.

H.A. Wigenhorn, Notary Public.
Commission Expires September 24th, 1907.

R D W A R D E L S T E R
to
A. R. M O R R I S O N.
W.D. \$1.00 Pd.

Filed March 8th, 1907 at 8 A. M.

P. M. G. Smith
County Clerk

Know all Men by These Presents: That Edward Elster and Emillion Elster (husband and wife) of Covington Kentucky (Kentucky County) for and in consideration of fifty Dollars to us paid by A.R. Morrison of Papillion, Nebraska, (Sergey County) the receipt whereof is hereby acknowledged, do hereby Bargain, Sell and Convey to the said A. R. Morrison heirs and assigns forever, the following described real estate to-wit: Lot (14) Block (5) Union Pacific Subdivision to South Omaha, Nebraska, being located in Sergey County, Nebraska, as plattd and recorded Albright Choice, Together with all the privileges and appurtenances to the same belonging; To Have and to Hold the same to the said A.R. Morrison, heirs and assigns forever, the Grantor, their Executors, heirs, and administrators hereby covenanting with the Grantee his heirs and assigns that the title so conveyed is clear, free and unincumbered, and that they will warrant and defend the same against all legal claims whatsoever. In Witness Whereof, The said Edward Elster and Emillion Elster husband and wife

DEED RECORD No. 49, SARRY COUNTY

HUGH C. GOODFELLOW, E.T. A.L.,
to
ALICE M. GOODFELLOW, E.T. A.L.,
O.C.D. \$ 1.65 Pd.

Filed February 7, 1919 at 1 P.M.

Frank D. Kelly
County Clerk

KNOW ALL MEN BY THESE PRESENTS: that Hugh C. Goodfellow and wife Minnie E. Goodfellow, Ralph A. Goodfellow, and wife, Hattie Goodfellow, James Goodfellow and wife Clara E. Goodfellow, all of the County of Cherry, and State of Nebraska, for the consideration of Twenty two thousand and no/100 Dollars, hereby quit-claim and convey to Alice M. Goodfellow, widow, Frederick H. Goodfellow, Benice M. Schuetke, Elsie Goodfellow, Fanchon Goodfellow and Robert D. Goodfellow, all of the county of Saunders, and State of Nebraska, all right, title, and interest in and to the following described Real Estate, situated in the county of Sarry, and State of Nebraska, to-wit:-

The Northwest quarter (NW¹/₄), (Except right of way) of Section Twenty-eight (28), Township Thirteen (13), Range Ten (10), Containing 155.57 acres; the North half of the southwest quarter (NW¹/₄) of Section Twenty-eight (28), Township Thirteen (13), Range Ten (10), containing 80 acres; the East half of the Northeast quarter (NE¹/₄) (Except R.R. Right of way) of Section Twenty-eight (28), Township Thirteen (13), Range Ten (10), containing 72.25 acres; the West half of the Northeast quarter (NE¹/₄) (Except R.R. Right of way) of Section Twenty-nine (29), Township Thirteen (13), Range Ten (10), containing 76.33; The East Half of the Southeast quarter (SE¹/₄) of Section Twenty-nine (29), Township Thirteen (13), Range Ten (10), containing 86 ¹/₂ acres; Lot 2 of Section Twenty-nine (29), Township Thirteen (13), Range Ten (10), containing 50 acres and more particularly described as follows: Commencing at the quarter corner on the North side of said Section 29, thence West of Section line 1726 8/10 feet, thence southeasterly 317 1/2 feet to the center of said Section 29, thence North to the quarter section line one half mile to place of beginning; Tax lot F, 1st Section Twenty-nine (29), Township Thirteen (13), Range Ten (10), containing 44.93 acres, and more particularly described as follows: Commencing 22 93/100 chains West of Southeast corner of said Section 29, thence North 54° 44' West 14.05 Chains thence N. 8° 21' W. 22.00 Chains to Railroad Right of Way, thence southwesterly along said right of way, to quarter section line, thence North to center of Section 29, thence East 20 Chains, thence South 40 Chains, thence West 2.93 Chains to place of beginning, except Railroad Right of Way. Tax lot G, Section Twenty-nine (29), Township Thirteen (13), Range Ten (10), containing 16 acres, and more particularly described as follows: Commencing at a point 1958 1/2 feet West of the quarter corner on the north of said Section 29, Thence southerly 1249 1/2 feet to river bank, thence Northwesterly along the east bank of Platte River to the North line of Section 29, Thence east on said north line of Section 29, 550 feet more or less to the place of beginning.

IN WITNESS WHEREOF we have set our hands this 15th day of July, 1918.

IN PRESENCE OF:

D. W. Coffey.

Hugh C. Goodfellow

Minnie E. Goodfellow

Ralph A. Goodfellow

Hattie Goodfellow

James Goodfellow

Clara E. Goodfellow.



State of Nebraska)
Cherry County.)

ss

On this 15th day of July, A.D. 1918, before me D.W. Coffey, a Notary Public, in and for said County, personally came Hugh C. Goodfellow and wife Minnie E. Goodfellow, Ralph A. Goodfellow and wife Hattie Goodfellow, James Goodfellow and wife Clara E. Goodfellow, to

Deed Record No. 60

261

STATE OF Nebraska)

(ss.

Douglas County)

On this 17th day of January, A. D. 1945, before me, the undersigned H. Earl Cox, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Robert E. McNeil and Emily J. McNeil, (husband and 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.

H. Earl Cox Notary Public

H. EARL COX NOTARIAL SEAL
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES MAY 4, 1945*

My commission expires the 4th day of May, 1945.

LYMAN-RICHEY SAND & :
GRAVEL CORP. :

Filed January 20, 1942, at 9:30 o'clock A.M.:

TO :
LYMAN REALTY CO. :
W. D. \$1.50 P.D. :
COUNTY CLERK :

Robert E. McNeil
County Clerk

THIS INDENTURE, Made this 31 day of December A. D., 1941 between LYMAN-RICHEY SAND & GRAVEL CORPORATION a corporation organized and existing under and by virtue of the laws of the State of Delaware party of the first part, and LYMAN REALTY COMPANY of the County of Douglas, and State of Nebraska, party of the second part, for and in consideration of the sum of Five Thousand / That the said part of these parties, for and in consideration of the sum of Five Thousand Two Hundred Twenty-one and .05/100 DOLLARS in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the said party of the second part, the following described premises, situated in Sarpy County, and State of Nebraska, to-wit: All of A tract of land in the west one-half of Section 29, Township 13 north, range 10 East of the 6th P.M., described as follows:

Beginning at a point on the north line of Section 29, Township 13 North, Range 10, East of the 6th P. M., 1726.8 feet west of the stone at the north quarter corner of said section and running thence south 35 degrees, 18' 30" East, 3146.1 feet to the center of said section; thence South 552.6 feet to the west right of way of the C. B. & Q. Railroad; thence South 51 degrees 56' West 1300.8 feet on said right of way to a meander point, thence to the bank of the Platte River and upstream along said bank following near the meander; thence North 19 degrees 19' West 466.3 feet; thence North 32 degrees 33' West 411.9 feet; thence North 40 degrees 04' West 684.7 feet; thence north 25 degrees 0' 30" West 402.2 feet; thence North 2 degrees 13' West 535.2 feet; thence North 35 degrees 08' West 304.0 feet; thence North 37 degrees 28' West 297.2 feet to the last meander point thence leaving the bank of the Platte River; thence East 416.7 feet; thence North 1249.6 feet; thence North 88 degrees 37' East 231.6 feet; to the point of beginning, containing 104.421 acres, said described tract being all of Tax Lot D in said Section 29 formerly conveyed to the Lyman-Richey Sand & Gravel Corporation, recorded in Deed Record Book 58, on Page 53, tract number 11 therein described as containing 109.4 acres; together with all accretions thereto.

All subject to the conditions hereinafter set forth, which is one of the considerations for this deed.

That no Sand, Gravel, or Sand-Gravel shall be pumped, excavated, mined, or produced from the aforesaid lands until July 7, 1966. This condition shall run with and inhere in the title to said lands."

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said LYMANA REALTY COMPANY

And the said LYMAN-RICHEY SAND & GRAVEL CORPORATION for itself or its successors, does hereby covenant and agree to and with the said party of the second part and its assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance and it does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said LYMAN-RICHEY SAND & GRAVEL CORPORATION has hereunto caused its corporate seal to be affixed and these presents to be signed by its President the day and year first above written.

Signed, sealed and delivered in
presence of
By Fred P. Curtis President.

Kathryn R. McWilliams

#CORPORATE SEAL 1945, DELAWARE

UNRECORDED DEED

KNOW ALL MEN BY THESE PRESENTS.

That BURLINGTON NORTHEAST INC., a corporation organized under the laws of the State of Delaware, Successor in Interest to Chicago, Burlington & Quincy Railroad Company, Grantor, in consideration of Three thousand and no/100 Dollars (\$3,000.00), to it duly paid, the receipt whereof is hereby acknowledged, has granted, conveyed, remised, released and quitclaimed, and by these presents does grant, convey, remise, release and forever quitclaim unto DEACON VITTE, INC., a Nebraska corporation, Grantee, and to its successors and assigns forever, all its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the following described real estate, to-wit:

That part of the right of way of Burlington Northern Inc. in the South Half (SH) of Section 29, Township 13 North, Range 10 East of the Sixth Principal Meridian, County of Sarpy, State of Nebraska, that lies Northerly of a line located 50 feet perpendicular distant, Northerly and parallel from the center line of Burlington Northern Inc. main line railroad track extending Northerly from the East Bank of the Platte River to the West line of a Northerly and Southerly existing road which center line of said road crosses Burlington Northern Inc. main line railroad track at its engineering station 93+40 or about 610 feet Northerly from the North and South center line of said Section 29, as measured along said center line of Burlington Northern Inc. main line railroad track.

WHEREAS, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any one all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed.

ALSO WHEREAS, however, unto said Grantor, its successors and assigns, an easement with the right of ingress and egress for the maintenance, repair, renewal, removal, use and operation of Northwestern Bell Telephone Company's existing telephone pole line, together with all appurtenant fixtures necessary thereto, whether in the present form or in such form or forms as may hereafter be substituted therefor.

P1994.026.016

4-110
As a further consideration for the conveyance of the premises, Grantee hereby agrees to maintain at its sole cost and expense Goodfellow like to the satisfaction of Grantor, without prejudice, however, to any obligations or responsibilities of Grantee, as successor in interest to the obligations of Linoma Realty Company under that certain Agreement dated March 13, 1950, recorded in Saary County on April 4, 1950, Book 14, Miscellaneous Records, Page 331 between Chicago, Burlington & Quincy Railroad Company and Linoma Realty Company and without prejudice to any obligations or responsibilities of Grantee under that certain latter permit between Burlington Northern Inc. and Beacon View, Inc. dated October 23, 1972.

Together with all and singular the hereditaments and appurtenances therunto belonging; TO HAVE AND TO HOLD the above described premises unto the said Grantee, its successors and assigns.

IN WITNESS WHEREOF, said Burlington Northern Inc. has

caused these presents to be signed by its Vice President and

Secretary, and its corporate seal to be hereunto affixed, this 16th day of April, 1973.

In Presence of:

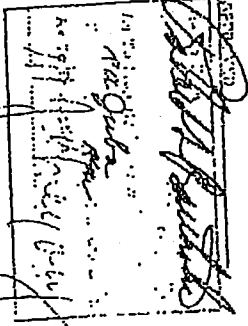
/s/ Mary E. Duffels

BY /s/ G. F. Deifel

G. F. Deifel
Vice President (S & A L)

WITNESSES:

BY /s/ R. M. O'Kelly
R. M. O'Kelly
Secretary



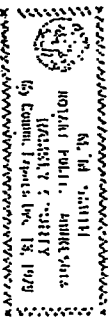
STATE OF MINNESOTA
COUNTY OF RAMSEY

On this 16th day of April, A.D., 1973,

before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named G. F. Deifel, Vice President, and R. M. O'Kelly, Secretary of Burlington Northern Inc. who are personally known to me to be the identical persons whose names are affixed to the above deed as Vice President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at St. Paul, in

said County, the date aforesaid.



/s/ R. M. O'Kelly
Notary Public

P1994.026.014

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-36911

2001 NOV -8 A 11: 298

Lloyd J Dowding
REGISTER OF DEEDS

Counter AK STELE
Verify MC
D.E. 32
Proof 32
Fee \$ NO CHARGE
Ck ☐ Cash ☐ Chg ☐

AFFIDAVIT

STATE OF NEBRASKA)
COUNTY OF SARPY) ss

COMES NOW LLOYD J DOWDING, DULY ELECTED
REGISTER OF DEEDS, SARPY COUNTY, NEBRASKA, AND STATES
THE FOLLOWING:

PRIOR TO NOVEMBER 6, 2001 ALL DOCUMENTS
PERTAINING TO BEACON VIEW NUMBER 1 FILED IN PLAT BOOK
5, PAGE 83, (AS DEDICATED: BEACON VIEW #1), A SUBDIVISION
SITUATED IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 13 NORTH,
RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA,
WERE INDEXED IN THE W 1/2 OF SECTION 29, TOWNSHIP 13
NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY,
NEBRASKA, AND "NOT" AGAINST BEACON VIEW NUMBER 1,
(BEACON VIEW #1).

ANY SEARCH OF BEACON VIEW NUMBER 1 (BEACON VIEW
#1) SHOULD INCLUDE A SEARCH OF BOTH BEACON VIEW
NUMBER 1 (REGISTER OF DEEDS ACRONYM: BEVINO1), "AND"
THE WEST 1/2 OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 10
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & OUTLOT S 1 and 2,
BEACON VIEW NUMBER 1.

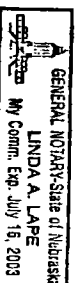
THE W 1/2 OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 10
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

Lloyd J Dowding
LLOYD J DOWDING
REGISTER OF DEEDS
SARPY COUNTY, NEBRASKA

On This 8th Day of November, 2001, before me a General Notary Public, personally appeared Lloyd J
Dowding, SarpY County Register of Deeds, personally known to me to be the identical person whose name
is affixed to the foregoing instrument; and he acknowledged the signing of said instrument to be his
voluntary act and deed.

Linda A. LaPe
NOTARY PUBLIC

36911



Certificate of Resolutions of Board of Directors

The undersigned, Dale L. Young, Secretary of Beacon View, Inc., do hereby certify that the following is a true and correct statement of a resolution of the Board of Directors of Beacon View, Inc. adopted by such Board at a special meeting of the Board of Directors held on August 21, 2005 and confirmed by the member stockholders of Beacon View, Inc. at a special meeting held that same day:

Whereas, the Board of Directors of Beacon View, Inc. deem it to be for the best interest of this corporation and its stockholder members;

Resolved, that this corporation take all action necessary to convey individual lots to the existing stockholder members, and;

Further resolved, that Robert W. Schnaidt, President of Beacon View, Inc., is hereby authorized empowered, and directed to execute and deliver corporate warranty deeds and other instruments of transfer, and do all other things, on behalf of this corporation, convenient of necessary to carry out the plan of individual lot ownership.

Dated this 6 day of June, 2006.


Dale L. Young, Secretary

Attested to by Chairman of the Board


William D. Hayes, Chairman

LAW OFFICES

ELLICK, JONES, BUELT, BLAZEK & LONGO

8905 INDIAN HILLS DRIVE, SUITE 280
OMAHA, NEBRASKA 68114-4070

TELEPHONE 402 390-0390
TELECOPIER 402 390-0127

ALFRED G. ELLICK (1917-1996)
MICHAEL D. JONES
DAVID L. BUELT
GEORGE T. BLAZEK
AMY L. LONGO
LAWRENCE K. SHEEHAN
DANIEL L. ROCK
CARLOS E. NOEL

October 20, 2006


Mr. Patrick J. Schwery
Spence Title Services
1905 Harney Street
Suite 210
Omaha, Nebraska 68102

Dear Pat:

Re: Beacon View, Inc.

Here is a Certificate of Resolutions of Board of Directors and a Ratification of First Platting, which you will need for recording purposes.

Very truly yours,


David L. Buelt

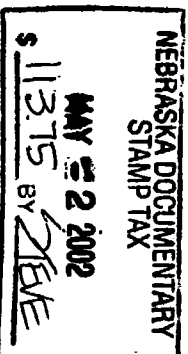
DLB/mjh
Enc.

FILED SARPY CO. NE.

INSTRUMENT NUMBER
2002-16415

2002 MAY -2 A 10:08 R

George A. Oldham
REGISTER OF DEEDS



3095
Counter SA
Verify SA
D.E. 200
Proof 14
Fee \$ 5.50
☒ Cash ☐ Chg ☐

BILL OF SALE

16415/10583

KNOW ALL MEN BY THESE PRESENTS, that Craig H. Baugous and Nancy T. Baugous, husband and wife, in consideration of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid to him by Thomas J. Malfait, Linda A. Malfait and Nathan T. Malfait, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto Thomas J. Malfait and Linda A. Malfait, husband and wife, and Nathan T. Malfait, a single person, as joint tenants with rights of survivorship, the following:

Improvements only located on Tax Lots D1 and D2A, Section 29, Township 13 North, Range 10 East of the 6th P.M., also known as ~~Section No. 423~~ Gretna, Sarpy County, Nebraska

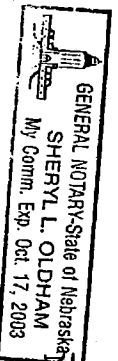
I hereby covenant with the Grantee that I am the lawful owner of said leasehold improvements; that same leasehold improvement is free from all encumbrances; and that I have good right to sell same as aforesaid; and that I do warrant and defend the same against the lawful claims and demands of all persons whomsoever.

Craig H. Baugous
Craig H. Baugous

Nancy T. Baugous
Nancy T. Baugous

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of April, 2002, by Craig H. Baugous and Nancy T. Baugous, husband and wife.



Sherry L. Oldham
Notary Public

Return To:

Union Title Company

P.O. Box 6169

Lincoln, NE 68506-0169

16415



0110

DEED RECORDED NO. 46, SARPY COUNTY.

railroad, containing one and forty three hundredths (1.43) acres, a little more or less.

Also all that part of the east half (½) of the northeast quarter (NE¼) of the northwest quarter (NW¼) of said section 20, lying and being between the northerly right of way line of the present constructed railroad and a line drawn from a point in the west line of the east half (½) of the northeast quarter (NE¼) of the northwest quarter (NW¼) of said section 20, one hundred fourteen (114) feet distant from, at right angles to and on the northerly side of the center line of the present constructed railroad, northeasterly to a point in the east line of the northwest quarter (NW¼) of said section 20, seventy-five (75) feet distant from, at right angles to and on the northerly side of the said center line of the present constructed railroad, containing seventy-six hundredths (.76) a little more or less, and belonging to Mary Ehlers and Jacob Ehlers, her husband, and Adolph K. Voss, Executor, Mortgagees. Having been duly qualified, and having each personally examined said premises on the day and at the time mentioned in notice filed with the County Judge, at the office of said County Judge, in said County, find the quantity of land taken, and value thereof, as follows, to-wit: six and seventy-one hundredths (6.71) acres of land at Thirteen Hundred Forty Two Dollars, all other damages accruing by reason of the taking of said land, we do appraise at the sum of sixteen hundred fifty-eight Dollars, and we hereby accordingly award and appraise said value and damages at the total sum of three thousand and no/100 Dollars.

In Testimony Whereof, We have hereunto set our hands this 16th day of June, A.D. 1914, at said office in Papillion, Nebraska.

C.F. Miller
Lois Lesieur
Samuel Starlander
A.L. Morrison
Mike Zwickel
Charles Behrmann
Commissioners.

State of Nebraska }
County of Sarpy } SS: I, J.M. Wheat, County Judge in and for said County, do hereby certify that the above is the original report of the commissioners appointed to assess the damages sustained by the owner of the real estate in said report described as therein specified, and I do further certify that the said Chicago, Burlington & Quincy Railroad Company has deposited with me for said owner the sum of 3000.00 and 00/100 Dollars, the total amount of the above appraisal.

Witness my hand and official seal this 29th day of June, A.D. 1914.
Seal of the County Court of
Sarpy County, Nebraska.
J.M. Wheat, County Judge.

JULIETTE W. CLOSSON & HUSB.
to
Filed October 13, 1914 at 1 P.M.
County Clerk.

OMAHA & NORTH PLATTE R. R. CO.,
Deed. \$1.25Pd.
Know all men by these presents, That we Juliette W. Closson and E.A. Closson, (Wife and Husband) of the County of Saunders and State of Nebraska in consideration of the sum of Seventy Five (\$75) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby Grant, bargain, sell and convey unto The Omaha and North Platte Railroad Company its successors and assigns, the following described real estate in Sarpy County, State of Nebraska, to-wit:

