

TA 53563

TA 59709 L 74

TA-18180- Lot 101

TA-18819- Lot 87

TA-19842 Lot 70

> TA-22564 L 148

TA-23412 L 148

TA-25655 L 99

TA 30746 L 18

TA 31657 L 137

TA 36877 L 135

TA 37149 L 127

TA 37357 L 31

TA 38429 L 55

TA 42060 L 122

TA-42499 L 40

TA 49141 L 7

TA-50821 L 65

TA 51342 L 141

TA 51563 L 14

U  
D  
R  
D

The Grantor(s) do(es) hereby further Grant unto the Company, its Lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty-five feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of by the Company. The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live-stock and other personal property of the Grantor(s) and the Company agrees to indemnify and save harmless the Grantor(s) from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines.

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

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement of otherwise over and across all of the intervening property, commencing at East 1/4 corner, Section 3-13-13 and ending at West 1/4 corner, Section 21-14-13 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor(s) in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor(s) this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantor(s). In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor(s) on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

NEBRASKA POWER COMPANY  
SEAL 1942  
ATTEST:

F. A. Hopkins  
Secretary  
WITNESSES: Hazel L. Keyte

NEBRASKA POWER COMPANY  
By Roy F. ...  
Vice-President and General Manager  
Sophia Pieper  
Grantor(s)

Approved:  
C. W. Winard  
Chief Engineer

STATE OF IOWA )  
COUNTY OF MONTGOMERY } ss.

On this 5th day of July, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Sophia Pieper personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.  
HAZEL L. KEYTE NOTARIAL SEAL \*  
IOWA \*  
Notary Public

My Commission expires on the 4th day of July, 1942.

ELIZABETH O'KEEFE et al :  
and :  
NEBRASKA POWER COMPANY :  
Contract #2.20 Pd. :  
: :  
: :

Filed August 14, 1942 at 2:30 o'clock P.M.

County Clerk  
File No. \_\_\_\_\_

CONTRACT

This indenture made this 26th day of May, 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Elizabeth O'Keefe and Joseph J. O'Keefe, wife and husband, Cecilia O'Keefe, Ruth O'Keefe, Leo O'Keefe, Ambrose O'Keefe and Martha O'Keefe, husband and wife, John G. O'Keefe, Angela McDermott and William J. McDermott, wife and husband, herein-after called "Grantor(s)":

MISCELLANEOUS RECORD No. 11

WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the Grantors, and the further payment of a sum to make a total payment of \$40.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantors do hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit:

The South Seventy (70) acres of the West-half of the South-west Quarter (W- $\frac{1}{2}$ , SW- $\frac{1}{4}$ ) of Section Twenty-one (21) Township 14, North, Range 13, East of the 6th P.M.

The electric transmission "H" frame line shall be located along the following approximate route: Beginning at the South-east corner of above described property, thence North on the East line of said property a distance of 1,276 feet, more or less, thence angling approximately North 13° West, a distance of 987 feet, more or less, to North line of above described property.

The Grantors do hereby authorize the Company to make the entire consideration payable to Elizabeth O'Keefe.

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

The Grantors do hereby further grant unto the Company, its lessees, successors and assigns, the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of by The Company.

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

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

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing at East  $\frac{1}{4}$  corner - Section 13-13 and ending at West  $\frac{1}{4}$  corner, Section 21-14-13 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantors in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the company by the Grantors this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantors. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantors on or before the date of the commencement of the construction of the Company's transmission lines, poles, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:  
F. A. Loylan  
Secretary

WITNESSES:  
John Fugate

John Fugate  
John Fugate

John Fugate

A. F. Vasilna  
A. F. Vasilna

\*\*\*\*\*  
NEBRASKA POWER COMPANY \*  
SEAL 1917  
\*\*\*\*\*

NEBRASKA POWER COMPANY  
BY Roy Pace  
Vice President and General Manager

Elizabeth O'Keefe  
Joseph J. O'Keefe  
John G. O'Keefe  
Cecilia O'Keefe  
Ruth O'Keefe  
Leo O'Keefe  
Ambrose O'Keefe  
Kathia O'Keefe  
Angela McDermott  
William J. McDermott  
(Grantors)

Approved:  
G. W. Winard  
Chief Engineer

MISCELLANEOUS RECORD No. 11

On this 26th day of May, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Elizabeth O'Keefe, Joseph J. O'Keefe, Cecilia O'Keefe, Ruth O'Keefe, and Leo O'Keefe personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

W. L. COCKRELL NOTARIAL SEAL  
SARPY COUNTY NEBRASKA  
Notary Public

COMMISSION EXPIRES MAR. 15, 1942 \*  
\*\*\*\*\*  
My Commission expires on the 15th day of March, 1942.

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) ss.

On this 5th day of June, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Ambrose O'Keefe and Martha O'Keefe, husband and wife personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

J. J. FOGARTY NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA \*  
Notary Public

COMMISSION EXPIRES APR. 8, 1942 \*  
\*\*\*\*\*  
My Commission expires on the 8th day of April, 1942.

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) ss.

On this 21st day of June, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared John G. O'Keefe personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

RALPH RONNAR NOTARIAL SEAL  
DOUGLAS COUNTY NEBRASKA \*  
Notary Public

COMMISSION EXPIRES MAR. 10, 1947 \*  
\*\*\*\*\*  
My Commission expires on the 10th day of March, 1947.

STATE OF NEBRASKA )

COUNTY OF SAUNDERS ) ss.

On this 29th day of July, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Angela McDermott and William J. McDermott, wife and husband personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

A. F. VASINA NOTARIAL SEAL  
SAUNDERS COUNTY NEBRASKA \*  
Notary Public

COMMISSION EXPIRES MAY 7, 1944 \*  
\*\*\*\*\*  
My Commission expires on the 7th day of May, 1944.

LAURA LADUKE  
and  
NEBRASKA POWER COMPANY  
Contract \$2.75 Pd.

Filed August 14, 1942, at 2:30 o'clock P.M.

*George A. ...*  
County Clerk

STANDARD  
TRANSMISSION LINE  
CONTRACT

THIS INDEMTURE, Made this 10th day of May, 1941, by and between Laura Laduke of the County of Sarpy, State of Nebraska, hereinafter called the "Grantor(s)", and the NEBRASKA POWER COMPANY, a corporation, hereinafter called the "Company,"

WITNESSETH:

That for and in consideration of \$10.00, receipt of which is hereby acknowledged by the

They each duly acknowledged the execution of same.

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

Ruth M. Strawn  
Notary Public

STATE OF NEBRASKA  
COMMISSION EXPIRES FEB. 20, 1953  
My commission expires: Febr. 20, 1953.

ELIZABETH GIBBERT

TO

LOUP RIVER PUBLIC POWER DIST.  
Easement 1.50 Pd.

Filed August 27, 1947 at 8 o'clock A.M.

*Ruth M. Strawn*  
County Clerk

RIGHT-OF-WAY EASEMENT

Tract 1

In consideration of the initial sum of five dollars, receipt of which is hereby acknowledged and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Loup River Public Power District, Columbus, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, in, over and across the following described lands situated in Saroy County, State of Nebraska, to-wit:

A tract of land over and across Tax Lot 8 of Section 21, Township 14 North, Range 13 East of the 6th P.M.

and any abutting public highway or place, also the right to clear timber and to trim and keep trimmed as may be reasonably necessary, all trees, hedges, and shrubs. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for the purpose of making necessary changes in the line and for the purpose of maintaining the line, including the use of brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible, in conformance with the wishes of the owner and occupant of the premises.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line.

The said Grantor(s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agree to make final settlement and payment as hereinafter provided and, in addition thereto, agrees to pay any damages which may be caused to crops, fences, or any other portion of Grantor's property by reason of the building or the future maintenance and operation of said transmission line.

Grantor(s) agree(s) not to locate nor allow any building, hay stack, straw stack, tree, structure, or any other combustible material to be placed under the wires or near the towers, wires, or fixtures in such a manner as to endanger or to be endangered by the same, or to interfere with the operation thereof, or in such a way as to be likely to result in damage to the property of either party if a fire should occur in or around the transmission line or any such property of Grantor.

Final settlement payment for the rights herein granted shall be made on the following basis, payment to be made within a reasonable time after this instrument shall be signed and acknowledged:

For Steel Towers One Hundred Dollars Each

The down payment of \$5.00 to be deducted therefrom.

It is further understood and agreed that the Loup River Public Power District contemplates the construction of another parallel high voltage transmission line in the future; said line and structures to be located South of the first line and structures, and within 100 feet thereof. In consideration of the increased payments made and to be made as herein provided over prices ordinarily paid for a single transmission line, an easement is hereby granted to said Loup River Public Power District for the construction of the said second parallel transmission line as above described, and the Loup River Public Power District agrees, at the time of the construction of said second transmission line, to pay to the Grantors or successors in title the additional sum of \$300.00.

Grantor to receive the total of \$300.00 for three steel structures as shown on attached plat. There are approximately 2 1/2 acres of trees on this tract for which the Grantor is to receive \$50.00 per acre or a total of \$125.00. District to cut the trees by

16 foot lengths. Also to stack and burn all brush. Grantor to retain ownership of logs. The total payment for present line to be \$425.00. It is understood the Grantor(s) will not receive electric service from this line.

In Presence of  
Herman Christensen

Elizabeth O'Keefe

STATE OF NEBRASKA )  
Sarcy County } ss.

ACKNOWLEDGMENT

I hereby certify that on this 18th day of July, A.D. 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Elizabeth O'Keefe, widow to me personally known to be the same person who signed and executed the above instrument, and they each duly acknowledged the execution of same.

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

~~ORVILLE ANTENMAN~~ ~~GENERAL NOTARY~~  
STATE OF NEBRASKA  
~~COMMISSION EXPIRES SEPT. 6, 1952~~

Orville Antenman  
Notary Public

My commission expires: \_\_\_\_\_

HOWARD F. THOMAS :  
TO : 4

Filed August 28, 1947 at 8.30 O'clock A.M.

WHOM IT MAY CONCERN :  
Survey \$1.25 Pd.

HOWARD THOMAS ENGINEERING CO.  
GENERAL ENGINEERING, SURVEYING AND MAPPING  
212 SO. 18TH ST., ARTHUR BUILDING  
OMAHA 2, NEBR.

Registered  
Professional Surveyor  
Phone TX. 9004

Survey notes for location of State Highway in  
North part of N. W. 1/4 of Section 26-14-13

Beginning at the N. W. cor. of Section 26-14-13; thence east along the north line of said section 26, 816.8 feet to a point of westerly line of State Highway Right-of-Way, said point being place of beginning; thence continuing east along said north line of section 26, 2239 ft.; thence southerly along a line making a deflection angle with the last named course of 89° 43' for a distance of 41.0 feet; thence westerly along a line making a deflection angle with the last named course of 93° 33' for a distance of 81.9 feet; thence southerly along a curve to the right whose radius is 11529.2 feet and the tangent to said curve making an angle of 90° 00' with the last named course for a distance of 656.1 feet to a point, which is 898.1 feet westerly from a point on the west line of said section 26 (said westerly point on said west line of the section being 674 feet south of the N.W. cor. of said section 26); thence westerly along a line making a deflection angle of 83° 52' with the tangent of last named course for a distance of 150.9 feet; thence northerly 689.8 feet to place of beginning.

The westerly boundary of Tax Lot 4 A1, Section 26-14-13 is the eastern boundary of parcel of land taken for highway purposes as above described.

The channel change as shown in red on accompanying prints was put on for the convenience of anyone tracing the description as shown in abstract and as described in deed to State of Nebraska.

Howard F. Thomas

O.K.  
Ira C. Beadle  
Co. Surveyor  
8-28-47

LULU BETH O'KEEFE ET AL  
TO

Filed July 11, 1938, at 8 o'clock A.M.

CHANDLER SUBURBAN GAS COMPANY  
EXHIBIT \$1.70 pg.

County Clerk

LOB-3

AMON AND MEN BY THIS PROCEEDS:

That Elizabeth O'Keefe and J. J. O'Keefe, her husband, Ruth O'Keefe, John G. O'Keefe, Angela O'Keefe, Cecilia O'Keefe Marjorie O'Keefe, Ambrose O'Keefe, Martha O'Keefe, Thomas F. O'Keefe of the County of Saroy and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby grant, sell and convey unto ORINICHAI WAIJULUA GAS COMPANY, a Delaware corporation, its successors or assigns, the KULU, PHILVLUU and LAWAWAT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereto to be owned including riparian rights, situated in the County of Saroy and State of Nebraska, to-wit:

Tax Lot 8 in Section 21, Township 14, Range 13

TO HAVE AND TO HOLD unto said WAIJULUA GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantors of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
  - (2) That it will pay to grantors any damages which may arise to growing crops, trees, shrubs, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of which shall be appointed by the grantors, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of said three persons shall be final, conclusive and binding upon the parties hereto.
  - (3) That grantee, upon written application by the grantors, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantors for domestic purposes only and not for resale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantors according to the rules and regulations of the grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by the vendee of grantee, from time to time.
  - (4) That grantee will replace or rebuild to the satisfaction of grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.
- This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- IN WITNESS WHEREOF we have hereunto set our hands this 7th day of June, 1938.

Thomas F. O'Keefe

Elizabeth O'Keefe

J. J. O'Keefe

Ruth O'Keefe

John G. O'Keefe

Angela M. O'Keefe

Leo O'Keefe

Cecilia O'Keefe

Marjorie O'Keefe

Signed, Sealed and Delivered in Presence of

C. F. Pearson

Lawrence I. Shay

Ambrose O'Keefe

Martha O'Keefe



State of Nebraska)

ss.

County of Sarpy )

On this 27th day of June, A.D. 1938, before me, a Notary Public within and for said County personally appeared Elizabeth O'Keefe & J. J. O'Keefe, husband & wife, Hugh O'Keefe John G. O'Keefe Angela M. O'Keefe, Leo O'Keefe, Cecilla O'Keefe, to me known to be the persons described in the who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

C. R. Pearson  
Notary Public

My commission expires Jan 18, 1945.

State of Nebraska )  
(ss.

\*\*\*\*\*  
\* C. R. PEARSON NOTARIAL SEAL  
\* SARPY COUNTY, NEBRASKA  
\* COMMISSION EXPIRES JAN. 18, 1943 \*  
\*\*\*\*\*

County of Douglas )

On this 11th day of July, A.D. 1938, before me, a Notary Public within and for said County, personally appeared Marjorie O'Keefe and Thomas F. O'Keefe, wife and husband and Ambrose O'Keefe and Martha O'Keefe husband and wife to me known to be the persons described in the who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Lawrence I. Shaw

\*\*\*\*\*  
\* Lawrence I. Shaw Notary Public  
\* Douglas County, Nebraska

\* My commission expires May 11th, 1943.

\*\*\*\*\*  
\* COMMISSION EXPIRES MAY 11, 1943. \*  
\*\*\*\*\*

IN THE MATTER OF THE ESTATE OF :

Filed July 11, 1938, at 9:15 o'clock A.M.

ALEXANDER YABLONSKI, DEC'D. :

County Clerk

LEONARD

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

LEONARD

ALEXANDER YABLONSKI, DEC'D.

On this 11th day of July, 1938 this cause came on for hearing to the Court at the hour of 3 o'clock, A.M., on the petition of Ann & Yablonski and the evidence.

The Court finds that Alexander Yablonski departed this life intestate in Sarpy County, State of Nebraska, on March 30th, 1926.

The Court further finds that at the time of the death of said Alexander Yablonski he was the owner of an undivided one-half interest in fee simple of the following described real estate, situated in Sarpy County, Nebraska, to-wit:

Lots one (1), two (2), three (3), four (4), six (6), seven (7), eight (8), Nine (9), and ten (10) in Block Five (5), in Potter & George Company's Sub-division in Section (17), Twp. 14, Range 13, and that the said deceased occupied the same with his family as his homestead.

The Court further finds that more than two years have elapsed since the death of Alexander Yablonski and that no application has been made in the State of Nebraska for the appointment of an administrator, either by the heirs of said deceased, or by persons claiming to be creditors of his, or otherwise.

The Court further finds that the heirs and next of kin of said Alexander Yablonski at the time of his death were as follows: Anna Yablonski, his wife; Anna Pavel, Aose Kalasky, daughters; Anton Yablonski, Joseph Yablonski, William Yablonski and Alexander Yablonski, sons, and that the said Alexander Yablonski, son of the said deceased, died intestate on October 19, 1937, and at the time of his death was of age and single, and Anna Yablonski, his mother survived him, as sole legal heir.

It is therefore Ordered, Adjudged, Decreed and Determined by the Court:

That Alexander Yablonski died intestate.

That the Petitioner, Anna Yablonski, is the surviving widow of said deceased, that there are no creditors of said estate.



91-00203 A

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern, on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern; and

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

#### PART I

#### GRANTING AND HABENDUM CLAUSES

##### A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Fee Lands. The tracts or parcels of land, interests in land and other interests, if any, described in Part I of Exhibit A hereto, (the "Fee Lands");
2. Pipelines. The pipelines described in Part II of Exhibit A hereto, and all extensions thereof and all additions thereto, whether or not expressly described herein, and all pipelines located on the Easements, herein defined, (the "Pipelines");

3. Easements. The easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title and other judicial actions relating to title to land or interests in land, if any, described in Part III of Exhibit A hereto, and all amendments, corrections and restatements thereof and any other instruments granted in lieu of or in addition to the foregoing, if any, together with and including, without limitation, all easements, rights of way, servitudes, leases, surface leases,

LAND OR INSTRUMENT REFERENCE

C/L OF WHICH STRIP SHALL BE AS SHOWN ON PLAT ATTACHED TO INSTRUMENT

MODIFIES REF NO. 100635 IN TAX LOT 7A1 & W/2 SEC 21-114N-R13E

LIMITS ROW UNDER TAX LOT & THE SEC 21-114N-R13E TO 20' WIDE TRACT WITH P/L AS CENTER MODIFIES REF NO. 10086391

RELEASES THAT PART OF W/2 W/4 SEC 13-114N-R12E INsofar AS CONCERNS THE E 15' OF THE W 20' OF LOT #310

LAVISTA REPLAT IN W/2 W/4 SEC 13-114N-R12E MODIFIES REF NO. 10086731

RELEASES PART OF W/2 NE/4 SEC 14-114N-R12E MODIFIES REF NO. 10086761

MODIFIES REF NO. 1008737 IN NE/4 SEC 4 & S/2 NE/4 SEC 14-113N-R12E AS TO A TRACT OF LAND 66' IN WIDTH, C/L BEING NORTHERN'S 16" P/L

MODIFIES REF NO. 1008753 IN N 60 ACS OF W/2 W/4 SEC 34 & SW/4 SEC 27-114N-R12E

MODIFIES REF NO. 1008758 IN SW/4

EXHIBIT A - PART VI (AMENDMENTS, PARTIAL RELEASES AND OTHER INSTRUMENTS) SAMPY COUNTY, MISSISSIPPI

FILE NO.	PAGE	BOOK	FILE DATE	INSTR DATE	GRANTOR	TYPE	P/L NO.	REF NO.
1008759					NORTHERN NATURAL	MODIFICATION	MEB 487-1-042	
1008754					NORTHERN NATURAL	MODIFICATION AND AMENDMENT	MEB 487-1-040	
1008738					NORTHERN NATURAL	MODIFICATION AND AMENDMENT	MEB 487-1-027	
1008677					NORTHERN NATURAL	QUITCLAIM DEED AND RELEASE	MEB 486-1-004	
1008675					NORTHERN NATURAL	PARTIAL RELEASE	MEB 486-1-003	
1008640					NORTHERN NATURAL	MODIFICATION AND AMENDMENT	MEB 484-1-003	
1008636					NORTHERN NATURAL	MODIFICATION AND AMENDMENT	MEB 484-1-001	
1008556								
048 MISC 070			11/11/74					
045 MISC 157			03/13/72					
052			09/25/79					
665			08/22/77					
500			11/03/66					
037 MISC			11/18/66					
046 MISC 593			10/02/73					
008			02/25/49					
033 MISC			03/26/65					
056 MISC 332			05/05/62					

MISCELLANEOUS RECORD No. 11

The Grantor(s) do(es) hereby further Grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of by the Company.

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

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

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing at West 1 corner, Section 3-13-13 and ending at West 1 corner, Section 21-14-13 so as to construct its poles, transmission lines, wires, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor(s) in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor(s) this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantor(s). In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor(s) on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

Year first above written.  
NEBRASKA POWER COMPANY \*  
SEAL 1917  
ATTEST:  
F. A. Moylan  
Secretary  
WITNESSES: Hazel L. Keyte

Approved:  
C. W. Inard  
Chief Engineer

By Roy Pace  
Vice-President and General Manager  
Sophia Pleper  
Grantor(s)

STATE OF IOWA )  
COUNTY OF HOWARD ) ss.  
On this 5th day of July, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Sophia Pleper personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.  
WITNESS my hand and notarial seal the date above written.  
Hazel L. Keyte  
Notary Public  
IOWA  
My Commission expires on the 4th day of July, 1942.

ELIZABETH O'KEEFE et al :  
and :  
NEBRASKA POWER COMPANY :  
Contract #2.20 Pd. :  
-----

Filed August 14, 1942 at 2:30 o'clock P.M.  
County Clerk  
File No. \_\_\_\_\_

CONTRACT  
This indenture made this 26th day of May, 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Elizabeth O'Keefe and Joseph J. O'Keefe, wife and husband, Cecilia O'Keefe, Ruth O'Keefe, Leo O'Keefe, Ambrose O'Keefe and Martha O'Keefe, husband and wife, Tom G. O'Keefe, Angela Kermott and William J. McDermott, wife and husband, herein-after called "Grantor(s)";

91-00203

State of : Nebraska  
County of : Sarpy

Recording Requested By And  
When Recorded Return To:

Northern Natural Gas Company  
1400 Smith  
Houston, Texas 77002  
Attn: General Counsel

Mail Tax Statements To:  
Northern Natural Gas Company  
P. O. Box 1188  
Houston, Texas 77251-1188  
Attn: Supervisor, Ad Valorem Tax

NEBRASKA DOCUMENTARY  
STAMP TAX  
JAN - 7 1991  
\$4,192.<sup>50</sup> BY ed

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
91-~~00203~~  
00203  
91 JAN - 7 PM 1:10  
REGISTER OF DEEDS  
D. J. Housling

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (this "Conveyance") is made this 31st day of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time") by and from **ENRON CORP.**, a Delaware corporation, (being the corporation ~~formerly~~ known as **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to **INTERNORTH, INC.**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to **ENRON CORPORATION**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to **Enron Corp.**), with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188. Attn: General Counsel (herein called "Grantee").

00203

MISCELLANEOUS RECORD No. 11

THE REPUBLICAN TRUST, REPUBLICAN TRUST, 1880-1881

WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the Grantors, and the further payment of a sum to make a total payment of \$40.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantors do hereby Grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit:

The South Seventy (70) acres of the West-half of the South-west Quarter (W-1/2, SW-1/4) of Section Twenty-one (21) Township 14, North, Range 13, East of the 6th P.M.

The electric transmission "H" frame line shall be located along the following approximate route: Beginning at the South-east corner of above described property, thence North on the East line of said property a distance of 1,276 feet, more or less, thence angling approximately North 13° West, a distance of 987 feet, more or less, to North line of above described property.

The Grantors do hereby authorize the Company to make the entire consideration payable to Elizabeth O'Keefe.

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

The Grantors do hereby further Grant unto the Company, its lessees, successors and assigns, the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of by The Company.

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

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

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing at East 1/4 corner - Section 13-13 and ending at West 1/4 corner, Section 21-14-13 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances hereon, then the Company shall notify the Grantors in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the company by the Grantors this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantors. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantors on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES: NEBRASKA POWER COMPANY BY Key Perry Vice President and General Manager

WITNESSES: Elizabeth O'Keefe, Joseph J. O'Keefe, John G. O'Keefe, Cecillia O'Keefe, Ruth O'Keefe, Leo O'Keefe, Ambrose O'Keefe, Martha O'Keefe, Angela McDermott, William T. McDermott (Grantors)

Approved: W. Winard Chief Engineer. STATE OF NEBRASKA } ss. COUNTY OF SARPY }

STATEMENT REQUIRED

BY SECTION 12, 2B 313, Laws  
of Nebraska, 1976

Sanitary and Improvement District No. 14 of Sarpy  
County, Nebraska.

I

The names of the current board of Trustees of the District are:

Helen Jenkins, J. Cavaliere, James Unverzagt, Marjorie Bowen  
and Norman Buckingham.

II

The warrant and the bond principal indebtedness of the District  
as of June 30, 19 76 was as follows:

Bond principal indebtedness	\$148,000.00
Registered Warrants on Bond Fund	91,546.00
Registered Warrants on General Fund	None

III

The current mill levy of the District is 23 Mills.



Helen Jenkins  
CLERK OF THE DISTRICT

PAID FOR RECORD 8-29-76 P. 301 IN BOOK 412 OF Miss Jenkins 25  
103 Carl & Hillis REGISTER OF DEEDS, SARPY COUNTY, NEB. 52

59523 ✓

STATEMENT REQUIRED

SECTION 10  
By LB 313, Laws of 1976

I

The number of the District is Sanitary and Improvement

District No. 14 of Sarpy County, Nebraska.

II

The outer boundaries of the District are:

The South Seventy (70) acres of the West one-half of  
the Southwest Quarter (W 1/2 Sw 1/4) of Section twenty-one  
(21), Township Fourteen (14) North, Range Thirteen  
(13), East of the 6th P.M., in Sarpy County,  
Nebraska.

#



49-603B

III

The purposes for which the District was formed are:

to acquire, install, repair, maintain, renew, and replace a sewer system, a water system, a system of public roads, streets, and highways; to contract for water for fire protection and for resale to residents of the District, and to contract for electricity for street lighting for the public streets and highways within the District.

IV

The District has the power to levy unlimited taxes to pay its debt and its expenses of operation and maintenance.

V

The District is required to levy special assessments on property in the District to the full extent of Special benefits arising by reason of improvements installed by the District.

VI

The annual budget of the District is filed with the County Clerk of Sarpy County, which budget shows the anticipated revenue and expenses, will levy and indebtedness of the District.

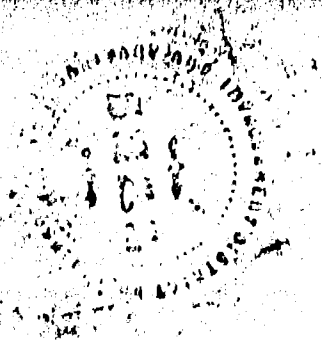
49-603C

VII

The actual current mill levy of the district may be obtained from the County Clerk of Sarpy County, Nebraska.

VIII

A copy of the annual financial audit of the District is on file with the Clerk of the District and the Auditor of Public Accounts of the State of Nebraska.



Heleen M. Van Buren  
CLERK OF THE DISTRICT

44-603

STATEMENT REQUIRED

BY SECTION 12, 2B 313, Laws  
of Nebraska, 1976

Sanitary and Improvement District No. 14 of Sarpy  
County, Nebraska.

I

The names of the current board of Trustees of the District are:  
Helen Jenkins, J. Cavaliere, James Unverzagt, Marjorie Bowen  
and Norman Buckingham.

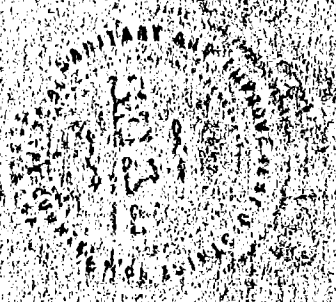
II

The warrant and the bond principal indebtedness of the District  
as of June 30, 19 76 was as follows:

Bond principal indebtedness	\$148,000.00
Registered Warrants on Bond Fund	91,546.00
Registered Warrants on General Fund	None

III

The current mill levy of the District is 23 Mills.



Helen M. Jenkins  
CLERK OF THE DISTRICT

PAID FOR RECORDS 2 27 26 8 31 11 AM IN BOOK 49 OF Mari Boyd  
Carl & Hilbelo REC'D BY CLERK SARPY COUNTY NEB 52

Just 59523 ✓

49-603A

STATEMENT REQUIRED

SECTION 10  
By LB 313, Laws of 1976

I

The number of the District is Sanitary and Improvement

District No. 14 of Sarpy County, Nebraska.

II

The outer boundaries of the District are:

The South Seventy (70) acres of the West one-half of  
the Southwest Quarter (W 1/2 Sw 1/4) of Section twenty-one  
(21), Township Fourteen (14) North, Range Thirteen  
(13), East of the 6th P.M., in Sarpy County,  
Nebraska.

49-603B

III

The purposes for which the District was formed are:  
to acquire, install, repair, maintain, renew, and replace a sewer system, a water system, a system of public roads, streets, and highways; to contract for water for fire protection and for resale to residents of the District, and to contract for electricity for street lighting for the public streets and highways within the District.

IV

The District has the power to levy unlimited taxes to pay its debt and its expenses of operation and maintenance.

V

The District is required to levy special assessments on property in the District to the full extent of Special benefits arising by reason of improvements installed by the District.

VI

The annual budget of the District is filed with the County Clerk of Sarpy County, which budget shows the anticipated revenue and expenses, mill levy and indebtedness of the District.



49-603C

VII

The actual current mill levy of the district may be obtained from the County Clerk of Sarpy County, Nebraska.

VIII

A copy of the annual financial audit of the District is on file with the Clerk of the District and the Auditor of Public Accounts of the State of Nebraska.



*William M. Davis*  
CLERK OF THE DISTRICT

151-2070

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, at the January Term, A.D. 19 72, of the District Court of the Second Judicial District of the State of Nebraska, held within and for the County of Sarpy,

The County of Sarpy recovered a judgment and decree against

Blue Ridge Land Company, et al

for the sum of 1,610.00 Dollars, and \$ 5.50 costs.

and directing that in case of default in the payment of the amount so found and adjudged to be due within twenty days after the rendition of said decree, that the mortgaged premises

hereinafter described, be advertised and sold by the sheriff of said county, as upon execution, and, WHEREAS, default having been made in the payment of the amounts so found due, I, Patrick J. Thomas, sheriff of said county, as directed by said decree, did on the 25th day of

July 19 72, at the West entrance of the Hall of Justice, in the City of Papillon in said county, after having given due notice of the time and place of said sale by publication once in each week for four successive weeks in the Papillon Times, a newspaper printed in, and of general circulation in said county, sell said premises to

M. Robert Fromkin for the sum of 1,610.00 Dollars

being the highest bidder therefor. Which sale was afterwards, at the January Term, A.D. 19 75 of said court, duly confirmed, and such sheriff ordered to make to the purchaser thereof a deed conveying said mortgaged premises.

NOW, Therefore, I Patrick J. Thomas, Sheriff of said county, in consideration of the premises, and by virtue of the authority vested in me by law, do hereby give, grant and convey unto the said

M. Robert Fromkin

and his heirs and assigns, all of the estate, right, title and interest in said mortgaged premises of which the said Blue Ridge Land Company, et al

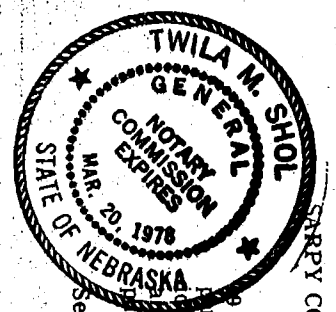
seized and possessed at the time the mortgage referred to in said decree was given, or at any time thereafter.

to-wit:  
Lot 144, Blue Ridge Addition, City of Bellevue, Lot 145, Blue Ridge Addition, City of Bellevue, Lot 146, Blue Ridge Addition, City of Bellevue, Lot 147, Blue Ridge Addition, City of Bellevue, Lot 148, Blue Ridge Addition, City of Bellevue, Lot 149, Blue Ridge Addition, City of Bellevue, Lot 150, Blue Ridge Addition, City of Bellevue, Lot 151, Blue Ridge Addition, City of Bellevue, Lot 152, Blue Ridge Addition, City of Bellevue

FILED FOR RECORD 7:22-74 AT 7:55 P.M. IN BOOK 151 OF Bellevue 5.26  
Carl F. Hillier REGISTER OF DEEDS, SARPY COUNTY, NEB

NEBRASKA DOCUMENTARY STAMP TAX  
JUL 22 1976  
"0" BY Carl

with all the appurtenances thereto belonging, to have and to hold the same unto the said grantee and heirs and assigns, and to them and their use and behoof forever.  
IN TESTIMONY WHEREOF, I, as such sheriff, have hereunto set my hand this 23rd day of July, 1972,  
In presence of Quillabelle Patrick J. Thomas  
Sheriff of Sarpy County, Nebraska.



STATE OF NEBRASKA )  
SARPY COUNTY ) ss.  
On this 23rd day of July, A.D. 1972, before me, a Notary Public, within and for said county, personally appeared Patrick J. Thomas, Sheriff of Said County, to me known to be the legal and natural person described in, and who executed the foregoing instrument of conveyance, and he acknowledged the same to be his voluntary act and deed, as such sheriff, for the use and purposes therein mentioned.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, at Papillon, Nebraska, the date aforesaid

Quillabelle  
Notary Public

Rec 57169



152 - 3497

COPIED  
SHERIFF'S DEED - Mortgage Foreclosure

Papillion Times Print

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, at the January Term, A.D. 1972, of the District Court of the Second Judicial District of the State of Nebraska, held within and for the County of Sarpy, Nebraska, County of Sarpy.

recovered a judgment and decree against Blue Ridge Land Company, et al,

for the sum of \$1,610.00 Dollars, and \$ costs, and directing that in case of default in the payment of the amount so found and adjudged to be due within Twenty days after the rendition of said decree, that the mortgaged premises heretofore described, be advertised and sold by the sheriff of said county, as upon execution, and, WHEREAS, default having been made in the payment of the amounts so found due, I, Patrick J. Thomas, sheriff of said county, as directed by said decree, did on the 25th day of July 1972, at the West entrance of the Hall of Justice, in the City of Papillion in said county, after having given due notice of the time and place of said sale by publication once in each week for four successive weeks in the Papillion Times a newspaper printed in, and of general circulation in said county, sell said premises to Robert Fromkin Dollars

for the sum of \$1,610.00 Dollars Term, A.D. 1972 being the highest bidder therefor. Which sale was afterwards, at the January Term, A.D. 1972 of said court, duly confirmed, and such sheriff ordered to make to the purchaser thereof a deed conveying said mortgaged premises. NOW, Therefore, I, Patrick J. Thomas, Sheriff of said county, in consideration of the premises, and by virtue of the authority vested in me by law, do hereby give, grant and convey unto the said Robert Fromkin

and his heirs and assigns, all of the estate, right, title and interest in said mortgaged premises of which the said Blue Ridge Land Company

seized and possessed at the time the mortgage referred to in said decree was given, or at any time thereafter, to-wit: Lot 144, Blue Ridge Addition, a subdivision; Lot 145, Blue Ridge Addition, a subdivision; Lot 146, Blue Ridge Addition, a subdivision; Lot 147, Blue Ridge Addition, a subdivision; Lot 148, Blue Ridge Addition, a subdivision; Lot 149, Blue Ridge Addition, a subdivision; Lot 150, Blue Ridge Addition, a subdivision; Lot 151, Blue Ridge Addition, a subdivision; Lot 152, Blue Ridge Addition, a subdivision; all as surveyed, platted and recorded, in Sarpy County, Nebraska.

NEBRASKA DOCUMENTARY STAMP TAX NOV 22 1977 \$16.00 BY [Signature]

with all the appurtenances thereunto belonging, to have and to hold the same unto the said grantee and his heirs and assigns, and to them and their use and behoof forever. 21st day of November 1977

In presence of Twila Shoel Sheriff of Sarpy County, Nebraska. F.B. FOR NEBRASKA 1522 OF DEEDS REGISTER OF DEEDS, SARPY COUNTY, NEB. No. 3497 Carl & Hillbill July

STATE OF NEBRASKA SARPY COUNTY

On this 22nd day of November A.D. 1977 before me, a Notary Public within and for said county, personally appeared Patrick J. Thomas, Sheriff of Said County, to me known to be the identical person described in, and who executed the foregoing instrument of conveyance, and acknowledged the same to be his voluntary act and deed, as such sheriff, for the use and purposes therein mentioned. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at Papillion, Nebraska, the date aforesaid. Twila Shoel Notary Public



Book # 73429

152-3497A

1977 OCT -5 PM 2:35

*Examined & Approved*  
IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

COUNTY OF SARPY,

) DOC. X

) PG. 14

) Plaintiff,

) VS.

) ORDER

) BLUE RIDGE LAND COMPANY, et al,

) MICROFILM

) Defendants.

This matter came on for hearing on the oral motion of the

Plaintiff herein for an Order Nunc Pro Tunc correcting the Order

entered herein on the 10<sup>th</sup> day of June, 1975

for the reason that an error was made in the legal description of the real property contained in said Order. The Court being fully advised in the premises finds that said motion should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Order entered here on the 10<sup>th</sup> day of June, 1975, should be and is hereby corrected to read as follows:

This matter came on for hearing upon the motion of the Plaintiff, County of Sarpy, for an Order confirming the sale of the land herein having been foreclosed for delinquent tax purposes, for the sum of \$1,610.00 and return of the Sheriff of Sarpy County to the order of sale showing sale of said real estate and the Court, being fully advised, finds:

That the sale of the following described real estate, to-wit:

Lot 144 Blue Ridge Addition a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 145 Blue Ridge Addition a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 146 Blue Ridge Addition a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 147 Blue Ridge Addition a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

153-3497B

Lot 148 Blue Ridge Addition a subdivision as surveyed  
platted and recorded in  
Sarpy County, Nebraska

Lot 149 Blue Ridge Addition a subdivision as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 150 Blue Ridge Addition a subdivision as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 151 Blue Ridge Addition a subdivision as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 152 Blue Ridge Addition a subdivision as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

on the 25th day of July, 1972, by the Sheriff of Sarpy County,  
Nebraska to M. Robert Fromkin, pursuant to the Decree entered  
herein on the 26th day of May, 1972, and the report of sale by  
the Sheriff of Sarpy County, Nebraska, is just and proper in  
all respects.

2. That the real estate was sold for a fair value under the  
circumstances and conditions of the sale and a subsequent sale  
would not realize a greater amount.

3. That said tax foreclosure sale has expunged any and all  
tax liens held by and for the Government Body of the County of  
Sarpy that may have arisen prior to the 26 day of May, 1975.

IT IS THEREFORE ORDERED that such sale by and the same is  
hereby confirmed and the Sheriff of Sarpy County is hereby ordered  
to make to M. Robert Fromkin a deed of conveyance to the following  
described real estate, to-wit:

Lot 144, Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 145, Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 146, Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

152-3499C

Lot 147 Blue Ridge Addition a subdivision, as surveyed  
platted and recorded in  
Sarpy County, Nebraska

Lot 148 Blue Ridge Addition a subdivision, as surveyed  
platted and recorded in  
Sarpy County, Nebraska

Lot 149 Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 150 Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

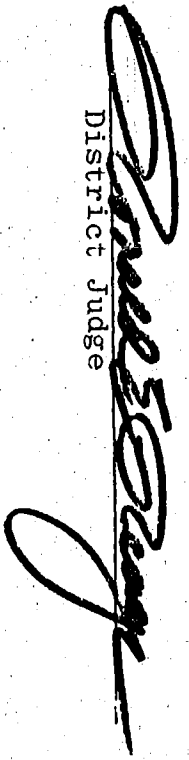
Lot 151 Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

Lot 152 Blue Ridge Addition a subdivision, as surveyed,  
platted and recorded in  
Sarpy County, Nebraska

conveying all right, title and interest of all the Defendants  
herein to M. Robert Fronkin, upon payment by it of the balance  
of the purchase price.

Dated this 5th day of October, 1977.

BY THE COURT:

  
District Judge

30-217

\*  
RESOLUTION

BE IT RESOLVED by the Board of County Commissioners of Sarpy County, Nebraska, that the offer of Blue Ridge Land Co. in the sum of \$50.00 for the following described real estate:

Two tracts of land located in the western part of Tax Lot 8 in the Southwest Quarter of Section 21, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska; described as follows:

Referring to the southwest corner of the Southwest Quarter of said Section 21; thence easterly on the South line of said Southwest Quarter a distance of 33.0 feet; thence northerly on a line 33.0 feet easterly from and parallel to the west line of said southwest quarter a distance of 600.2 feet to the point of beginning; thence continuing northerly on the last described course produced a distance of 1,100.0 feet; thence southerly a distance of 100.0 feet to a point 36.0 feet easterly from said west line; thence continuing southerly a distance of 100.0 feet to a point 33.0 feet easterly from said West line; thence continuing southerly on a line 33.0 feet easterly from and parallel to said West line a distance of 700.00 feet; thence continuing southerly a distance of 60.4 feet to a point 40.0 feet easterly from said West line; thence continuing southerly a distance of 140.2 feet to the point of beginning, containing 0.023 acres, more or less,

and the same is hereby accepted and the Chairman of the County Board and he is hereby authorized to execute and deliver a quit-claim deed to said property to Blue Ridge Land Co. on receipt of the consideration above stated.

Dated this 6<sup>th</sup> day of August, 1962.

Moved by W. Sullivan, seconded by Harrell St., that the above Resolution be adopted. Carried.

W. Sullivan - Harrell St. Jacob Johnson  
W. Sullivan - Harrell St. Jacob Johnson

W. Sullivan  
Jacob Johnson  
Chairman, Board of County Commissioners

W. Sullivan  
County Clerk

W. Sullivan  
Jacob Johnson  
August 7 62 10  
W. Sullivan  
Jacob Johnson  
August 7 62 10  
W. Sullivan  
Jacob Johnson

F-5-1 (2) 4-332a

RELINQUISHMENT

KNOW ALL MEN BY THESE PRESENTS,

That THE STATE OF NEBRASKA, Department of Roads, pursuant to the provisions of Statute Nos. 39-1313, 39-1314, of Revised Statutes of Nebraska, (Cum. Supp. 1955) does hereby relinquish, subject to the reservations and conditions hereinafter set forth, to the County of

SARDY, the following described realty, situated in the County of SARDY, Nebraska, to-wit:

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 23, Township 14 North, Range 13 East of the 6th P.M., Sardy County, Nebraska, described as follows:

Beginning at the Southwest corner of said Southwest Quarter; thence easterly on the South line of said Southwest Quarter a distance of 749.2 feet; thence northerly 90 degrees 00 minutes left a distance of 53.7 feet; thence westerly a distance of 749.2 feet to a point on the West line of said Southwest Quarter; thence southerly on said West line a distance of 50.0 feet to the point of beginning containing 0.89 acres, more or less.

FILED FOR RECORD IN SARDY COUNTY NEBR. 12-8 10 42 57 3 O'CLOCK P.M.  
AND RECORDED IN BOOK 29 OF THE PROCEEDINGS OF THE COUNTY CLERK. 7/4/52

Reserving to THE STATE OF NEBRASKA,

DEPARTMENT OF ROADS, OF THE STATE OF NEBRASKA.

By Glenn Brock  
State Engineer



49-603

STATEMENT REQUIRED

BY SECTION 12, 2B 313, Laws  
of Nebraska, 1976

Sanitary and Improvement District No. 14 of Sappy  
County, Nebraska.

I

The names of the current board of Trustees of the District are:  
Helen Jenkins, J. Cavaliere, James Unverzagt, Marjorie Bowen  
and Norman Buckingham.

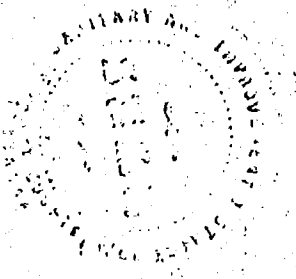
II

The Warrant and the bond principal indebtedness of the District  
as of June 30, 19 76 was as follows:

Bond principal indebtedness	\$148,000.00
Registered Warrants on Bond Fund	91,546.00
Registered Warrants on General Fund	None

III

The current mill levy of the District is 23 Mills.



Helen M. Jenkins  
CLERK OF THE DISTRICT

FILED FOR RECORD 2-22-76 P. 30<sup>4</sup> M. IN BOOK 707 OF Miss. Sec.  
1403 Carl & Hillier REC'D BY CLERK SAPPY COUNTY NEB 52

Post 59523 ✓



49-603A

STATEMENT REQUIRED

SECTION 10  
By LB 313, Laws of 1976

I

The number of the District is Sanitary and Improvement

District No. 14 of Sarpy County, Nebraska.

II

The outer boundaries of the District are:

The South-Seventy (70) acres of the West one-half of the Southwest Quarter (W 1/2 Sw 1/4) of Section twenty-one (21), Township Fourteen (14) North, Range Thirteen (13), East of the 6th P.M., in Sarpy County, Nebraska.

49-603B

III

The purposes for which the District was formed are:

to acquire, install, repair, maintain, renew, and replace a sewer system, a water system, a system of public roads, streets, and highways; to contract for water for fire protection and for resale to residents of the District, and to contract for electricity for street lighting for the public streets and highways within the District.

IV

The District has the power to levy unlimited taxes to pay its debt and its expenses of operation and maintenance.

V

The District is required to levy special assessments on property in the District to the full extent of Special benefits arising by reason of improvements installed by the District.

VI

The annual budget of the District is filed with the County Clerk of Sarpy County, which budget shows the anticipated revenue and expenses, mill levy and indebtedness of the District.

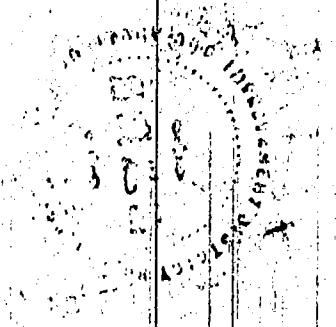
49-603C

VII

The actual current will levy of the district may be obtained from the County Clerk of Sarpy County, Nebraska.

VIII

A copy of the annual financial audit of the District is on file with the Clerk of the District and the Auditor of Public Accounts of the State of Nebraska.



*Robert M. ...*  
CLERK OF THE DISTRICT

88-07021

5<sup>22</sup>

FILED SARPBY CO. REC.  
INSTRUMENT NUMBER  
88-07021

REC'D MAY 27 AM 11:21

STATEMENT

In accordance with the provisions of Section 31-727, 03, of the Nebraska Revised Statutes, the following statement is made on behalf of Sanitary and Improvement District No. 14 of Sarpy County, Nebraska, as of December 31, 1987:

1) The names of the members of the current Board of Trustees are:

- MICHAEL MILLER
- SHARON MOORE
- TOM MOORE
- DAVID GEARY
- HOPE PEABODY

2) The current Attorney for the District is Dixon G. Adams, 1246 Golden Gate Drive, Papillion, Nebraska 68046.

3) The current accountant for the District is Dolleck and Frederes, 8801 West Center Road, Omaha, Nebraska 68124.

4) The current fiscal agent for the District is Shearson, Lehman and Hutton, Inc., 1300 Woodmen Tower, Omaha, Nebraska 68102.

5) As of June 30, 1987 the outstanding principal indebtedness of the District was \$229,000.00 in general obligation bonds.

6) The current tax levy of the District is \$.50186 per \$100 of assessed valuation.

*Sharon L. Moore*  
SHARON MOORE, Clerk, Sanitary and Improvement District No. 14 of Sarpy County, Nebraska

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 1988, by Sharon Moore, Clerk of Sanitary and Improvement District No. 14 of Sarpy County, Nebraska, on behalf of \_\_\_\_\_ District.

*[Signature]*  
NOTARY PUBLIC



07021 ✓