

IN WITNESS WHEREOF we have hereunto set our hands this Eleventh day of July, 1931.

Witness:

Sigel Matson.

Anna M. (Treat) Beeman
S. A. Beeman

STATE OF NEBRASKA }
COUNTY OF Lancaster } SS.

On this Eleventh day of July A.D.1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Anna M. (Treat) Beeman to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

{ Sigel Matson, Notarial Seal
{ Commission expires Feb. 11, 1933
{ Lancaster County, Nebraska.

Sigel Matson
Notary Public in and for Lancaster
County.

My commission expires the Eleventh day of February, 1933.

STATE OF Nebraska }
COUNTY OF Lancaster } ss.

On this Fourteenth day of July A.D.1931, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came S. A. Beeman husband of Anna M. (Treat) Beeman to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

{ Sigel Matson, Notarial Seal
{ Commission expires Febr. 11, 1933
{ Lancaster County, Nebraska.

Sigel Matson
Notary Public in and for Lancaster
County.

My commission expires the Eleventh day of February, 1933.

Report
O, E. Domingo, et al }
to
Bertha Schliefert, et al }

Filed July 30, 1931 at 2:00 P.M.
Lillian G. White
Register of Deeds
\$1.40. by A. J. Snyder, Deputy.

IN THE COUNTY COURT OF THE COUNTY OF CASS NEBRASKA.

In the Matter of the Application of Missouri Valley Pipe Line Company of Nebraska, a corporation, to condemn rights of way and easements over through and across, certain estate in Cass County, Nebraska, for pipe line purposes, and to assess the amount of Damages sustained by the owners and lessees by reason of the appropriation thereof.

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REPORT AND AWARD OF
COMMISSIONERS.

We, the undersigned disinterested free-holders and commissioners, residents of Cass County, Nebraska, appointed by the County Judge of said County, in the above entitled cause, to determine and appraise the damages sustained by Bertha Schliefert, Melvin Schliefert, Aaron Schliefert, Frederick Schliefert, Alta Heier, and Walter Heier, by reason of the taking of the easement and right of way as set forth in the petition herein, over, through, across and above the following described property, and along the route and right of way specifically described in exhibit "A" attached to the petition herein, to-wit:

The south half (S $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of section twenty-three (23), in township twelve (12), north range eleven (11), east of the 6th P.M., in Cass County, Nebraska,

And we and each of us having been duly qualified and having each personally examined and inspected said premises, and the aforesaid exact and specific routes and rights of way for said gas pipe line across said premises to be used and occupied by a natural gas pipe line on the day and at the time and place mentioned in the notice filed with the County Judge at the office of said County Judge in said County, heard the evidence and find that the easements and rights of way ap-

MISCELLANEOUS RECORD No. Y

48313 *** K-B PRINTING CO., OMAHA ***

propriated by Missouri Valley Pipe Line Company of Nebraska, will be and are easements and rights of way for the purpose of laying, relaying, and maintaining a natural gas pipe line along said route over said property of metal construction, eight inches in diameter and not less than thirty inches below the ground level of the soil, and we have ascertained and hereby find it is necessary that said Missouri Valley Pipe Line Company have, take, use and possess for the purpose of said natural gas pipe line the specific right of way and route shown by the application herein and the exhibit attached thereto, sufficient in width for the laying, relaying, and maintaining of such pipe line and which line will be laid below plow depth in a ditch not exceeding fourteen inches in width; with right to use fifteen feet of land on either side of said line as so surveyed and staked out to accomodate it's workman, teams, and machines used in laying, relaying and maintaining the said line, such line to be covered and such ditch refilled in a workmanlike manner, after the laying of said line, and said premises to be left in as nearly the same condition as possible, as when entered upon by the company.

And we do hereby find the damages sustained by reason of the laying, relaying and maintenance of such natural gas pipe line as follows:

Bertha Schliefert
 Melvin Schliefert
 Aaron Schliefert
 Frederick Schliefert
 Alta Heier
 Walter Heier
 Total Damages \$212.50

under, over, through and across the above described property, and along the specific routes and rights of way set forth in exhibit "A" attached to the petition herein.

This award does not include any damages for the actual relaying or repairing of said pipe line after the original construction is completed.

And in accordance with the provisions of the applicable statutes, we hereby certify and file this report and award of damages with the County Judge of Cass County, Nebraska, on this 29 day of December 1930.

IN WITNESS WHEREOF, WE have signed and acknowledged this report and award of damages on the day and year last above written.

O. E. Domingo
 Henry F Molting
 C. D. Fulmer
 Commissioners.

State of Nebraska,
 Cass County, SS.

I, A. H. Duxbury, County Judge of Cass County, do hereby certify that the above and foregoing is a copy of the original report and award of damages of the Commissioners appointed by me to assess the damages sustained by the owners of the real estate in said report described as therein specified; and I do further certify that the said Missouri Valley Pipe Line Company of Nebraska has deposited with me for said owners the sum of \$212.50 in cash, being the total amount of damages specified in said report of said Commissioners.

Witness my hand and official seal this 15th day of May, A.D.1931.

(Seal of the County Court
 of Cass County, Nebraska.)
 Report
 W. A. Ost, et al
 to
 August Stander, et al.

A. H. Duxbury,
 County Judge.
 Filed July 31, 1931 at 10:00 A.M.
 Lillian G. White
 Register of Deeds
 \$1.40. by A. J. Snyder, Deputy.

COMPARE

IN THE COUNTY COURT OF THE COUNTY OF CASS NEBRASKA.

In the Matter of the Application of Missouri Valley Pipe Line Company of Nebraska, a corporation, to condemn rights of way and easements over through

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 REPORT AND AWARD OF
 COMMISSIONERS.

L.L. BROWN & COMPANY
LINEN
FLEXIBLE BINDING

Deed
Mo. Valley Pipe Line Co.,
to
Northern Gas & Pipe Line Co.

COMPARED

Filed November 9th, 1932 at 8:00 A. M.
Lillian G. White
Register of Deeds
\$30.00

THIS INDENTURE WITNESSETH, that the Grantor, MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation organized and existing under the laws of the State of Nebraska, for the consideration hereinafter expressed, has granted, bargained, sold, conveyed, warranted, assigned, set over, transferred and delivered, and by these presents does grant, bargain, sell, convey, warrant, assign, set over, transfer and deliver to NORTHERN GAS AND PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of Nebraska, all and singular, the property, real, personal and mixed, and wheresoever situated, and all rights, privileges, easements, contracts, merchandise, supplies, materials, accounts and bills receivable, cash in treasury or in bank, and interests owned, held or possessed by Grantor (with the exception only of the tract of real estate hereinafter specifically described and expressly excepted from the operation of this conveyance), including in the property hereby conveyed and assigned (but not in limitation of the foregoing) the following described property, rights and interests, to-wit:

(\$268.00 Internal Revenue Stamps Cancelled by
Missouri Valley Pipe Line Company 10-7-1932 E. M. Petersen.)

(a). REAL ESTATE:

(Burt County, Nebraska)

A tract of land bounded and described as follows: Beginning at a point 33 feet North of a point on the East and West half Section line of Section 25, Township 23 North, Range 8 East, 909 feet East of the Southwest corner of the NW $\frac{1}{4}$ of said Section 25, Township 23 North, Range 8 East, running thence North 30 feet, thence East 30 feet, thence South 30 feet, thence West 30 feet to the place of beginning, containing 900 square feet more or less; all in Burt County, Nebraska.

A tract of land out of the Northeast corner of the North 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 22, Range 8, described as follows: Beginning at a point 633 feet East of the Northwest corner and 33 feet South of the North line of the NE $\frac{1}{4}$ of Section 36, Township 22 North, Range 8 East of the 6th P.M., thence run due South 100 feet, thence run due East 150 feet, thence run due North 100 feet, thence run due West 150 feet to the point of beginning; all in Burt County, Nebraska.

A tract of land located in the Northwest corner of Lot 17 in Section 24, Township 21 North, Range 9 East, more particularly described as follows, to-wit: Beginning at a point 60 feet South and 17 feet West from the Southwest corner of Block 35 of the First Addition to the Village of Craig, Burt County, Nebraska, running thence East 47 feet, thence South 30 feet, thence West 47 feet, thence North 30 feet to the place of beginning; all in Burt County, Nebraska.

A tract of land 30 feet by 30 feet located in the extreme Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 21, Range 10, described as commencing at the point where the fence on the South line of the NE $\frac{1}{4}$ of said Section 24 crossed the East line of said Section, thence North along the East line of said Section 30 feet, thence West 30 feet, thence South 30 feet to fence line on South line of NE $\frac{1}{4}$ of said Section, thence East 30 feet to place of beginning; all in Burt County, Nebraska.

(Butler County, Nebraska)

A tract of land described and located as follows: Beginning at a point 481 feet and 7 inches East of a point 2 rods South and 2 rods East of the Northwest corner of Section 30, Township 15 North, Range 3 East of the 6th P.M., running thence East along the road line 50 feet, thence South 20 feet, thence West 50 feet, thence North 20 feet to the place of beginning; all

South along Section line between Sections 27 and 26 - 783.6 feet to a point, thence Westparallel to the East and West section line 505.6 feet to a stake and Southeast corner of Town Border Station thence continuing West 30 feet to a stake and Southwest corner of Town Border Station, thence North 50 feet to a stake and northwest corner of Town Border Station, thence East 30 feet to a stake and Northeast corner of Town Border Station; thence South 50 feet to above described Southeast corner of Town Border Station; said Town Border Station being in the Northeast Quarter of the Northeast Quarter of Section 27, Township 25 North, Range 6 East, Thurston County, Nebraska.

(Washington County, Nebraska)

A parcel of land located in the Northwest Quarter of Section 12, Township 17, Range 9 and described as follows: Starting at the Northwest corner of the Northwest Quarter of Section 12, Township 17, Range 9, thence due South 2607 feet, thence due East 2553 feet, thence due East 30 feet, thence due North 30 feet, thence due West 30 feet, thence due South 30 feet, which is a parcel of land 30 feet by 30 feet; all in Washington County, Nebraska.

(Washington County, Nebraska)

A plot of ground 25 feet by 100 feet along and parallel to U. S. Highway #73 and in the Northeasterly corner of Lot 98 in Section 11, Township 18, Range 11, Washington County, Nebraska. Beginning at a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 11, Township 18, Range 11, and on a prolongation of the Southwesterly line of Town Border Station lot, 525 feet South of the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 11, bearing thence South 61 degrees 44 Minutes East, 373 feet to the Southeasterly corner of Town Border Station lot; thence Northeasterly 25 feet at right angles to the Northeasterly line of said lot 98, thence Northwesterly on the Northeasterly line of Lot 98, 100 feet; thence Southwesterly at right angles to said Northeasterly line 25 feet; thence Southeasterly 100 feet parallel to the Northeasterly line of said Lot 98 to the Southeasterly corner of Town Border Station lot; all in Washington County, Nebraska.

(Wayne County, Nebraska)

A tract of land measuring 30 feet East and West by 70 feet North and South in the East Half of the Southeast Quarter of the Southwest Quarter of Section 7, Township 26 North, Range 4 East, more particularly described as follows: Beginning at a point 1956 feet East and 33 feet North of the Southwest corner of said Section 7, running thence North 70 feet, thence East 30 feet, thence South 70 feet, thence West 30 feet to place of beginning, containing 2100 square feet of land; all in Wayne County, Nebraska.

(Main Line)

(b) RIGHTS-OF-WAY:

Also all of Grantor's right and interest in and to private pipe line rights-of-way situated and located over and across the following described lands, to-wit:

$W\frac{1}{2}$ $SW\frac{1}{4}$ of Section 36; $NW\frac{1}{4}$ of Section 36; $SW\frac{1}{4}$ of Section 25; $SE\frac{1}{4}$ and $S\frac{1}{2}$ $NE\frac{1}{4}$ of Section 25; $N\frac{1}{2}$ $NE\frac{1}{4}$ of Section 25; all in Township 1 North, Range 4 East; all in Jefferson County, Nebraska.
 $N\frac{1}{2}$ $NW\frac{1}{4}$ of Section 30; $SW\frac{1}{4}$ of Section 19; $E\frac{1}{2}$ $NW\frac{1}{4}$ of Section 19; $W\frac{1}{2}$ $NE\frac{1}{4}$ of Section 19; $E\frac{1}{2}$ $NE\frac{1}{4}$ of Section 19; $SE\frac{1}{4}$ of Section 18; $NW\frac{1}{4}$ $SW\frac{1}{4}$ of Section 17; $NW\frac{1}{4}$ of Section 17; $NW\frac{1}{4}$ $NE\frac{1}{4}$ of Section 17; $SE\frac{1}{4}$ of Section 8; $NE\frac{1}{4}$ of Section 8; $NW\frac{1}{4}$ of Section 9; $SW\frac{1}{4}$ of Section 4; $N\frac{1}{2}$ $SE\frac{1}{4}$ and $SE\frac{1}{4}$ $NE\frac{1}{4}$ of Section 4; $SW\frac{1}{4}$ $NE\frac{1}{4}$ of Section 4; $NE\frac{1}{4}$ $NE\frac{1}{4}$ of Section 4; all in Township 1 North, Range 5 East; $E\frac{1}{2}$ $SE\frac{1}{4}$ of Section 33; $W\frac{1}{2}$ $SW\frac{1}{4}$ of Section 34; $NE\frac{1}{4}$ $SW\frac{1}{4}$ and $E\frac{1}{2}$ $NW\frac{1}{4}$ and $W\frac{1}{2}$ $NE\frac{1}{4}$ of Section 34; $SE\frac{1}{4}$ of Section 27; $N\frac{1}{2}$ $SW\frac{1}{4}$ of Section 26; $W\frac{1}{2}$ $NW\frac{1}{4}$ and $NE\frac{1}{4}$ $NW\frac{1}{4}$ of Section 26; $SW\frac{1}{4}$ of Section 23; $SE\frac{1}{4}$ of Section 23; $NE\frac{1}{4}$ of Section 23; $N\frac{1}{2}$ $NW\frac{1}{4}$ of Section 24 and $SW\frac{1}{4}$ of Section 13; $N\frac{1}{2}$ of Section 13; $SE\frac{1}{4}$ of Section 12; all in Township 2 North, Range 5 East; $W\frac{1}{2}$ $SW\frac{1}{4}$ of Section 7; $S\frac{1}{2}$ $NW\frac{1}{4}$ of Section 7; $NE\frac{1}{4}$ $NW\frac{1}{4}$ and $NW\frac{1}{4}$ $NE\frac{1}{4}$ of Section 7; $E\frac{1}{2}$ of Section 6 and $NW\frac{1}{4}$ of Section 5; all in Township 2 North,

Range 6 East; W $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32; SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ of Section 32; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29; SW $\frac{1}{4}$ of Section 28; NW $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ of Section 28; SE $\frac{1}{4}$ of Section 21; NE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ of Section 22; SW $\frac{1}{4}$ of Section 15; SE $\frac{1}{4}$ of Section 15; W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15 and SE $\frac{1}{4}$ of Section 10; E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15; S $\frac{1}{2}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11; S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11; N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11; NE $\frac{1}{4}$ of Section 11 and S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 2, South of the River; NE $\frac{1}{4}$ of Section 2; NW $\frac{1}{4}$ of Section 1; all in Township 3 North, Range 6 East; SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36; SE $\frac{1}{4}$ of Section 36; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 36; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 36; all in Township 4 North, Range 6 East; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; SW $\frac{1}{4}$ of Section 30; NW $\frac{1}{4}$ of Section 30; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; NE $\frac{1}{4}$ of Section 19; SE $\frac{1}{4}$ of Section 18; SW $\frac{1}{4}$ of Section 17; NW $\frac{1}{4}$ of Section 17 and SW $\frac{1}{4}$ of Section 8; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8; SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 8; SE $\frac{1}{4}$ of Section 5; NW $\frac{1}{4}$ of Section 5; NW $\frac{1}{4}$ of Section 4; all in Township 4 North, Range 7 East; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ of Section 33; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 28; E $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ of Section 28; SE $\frac{1}{4}$ of Section 21; NE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ of Section 22; W $\frac{1}{2}$ and NE $\frac{1}{4}$ of Section 15; E $\frac{1}{2}$ of Section 10; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11; SW $\frac{1}{4}$ of Section 2; E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 2; NE $\frac{1}{4}$ of Section 2; all in Township 5 North, Range 7 East; SE $\frac{1}{4}$ of Section 35; NE $\frac{1}{4}$ of Section 35; NW $\frac{1}{4}$ of Section 36; SW $\frac{1}{4}$ of Section 25; SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25; NE $\frac{1}{4}$ of Section 25; SE $\frac{1}{4}$ of Section 24; NE $\frac{1}{4}$ of Section 24; all in Township 6 North, Range 7 East; NW $\frac{1}{4}$ of Section 19 and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19; SW $\frac{1}{4}$ of Section 18; SE $\frac{1}{4}$ of Section 18; NE $\frac{1}{4}$ of Section 18; SE $\frac{1}{4}$ of Section 7; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8; N $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8; SE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 5; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5; N $\frac{1}{2}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of Section 5; all in Township 6 North, Range 8 East; all in Gage County, Nebraska.

E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32; SW $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ of Section 33; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 28; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28; West 60 acres of NE $\frac{1}{4}$ of Section 28 and SE $\frac{1}{4}$ of Section 21; East 100 acres of NE $\frac{1}{4}$ of Section 28; S $\frac{1}{2}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22; NE $\frac{1}{4}$ of Section 22; commencing at a point 473 feet East of SW corner of SE $\frac{1}{4}$ of Section 15; thence Northeasterly 191.55 rods to a point 240 feet West of NE corner of SE $\frac{1}{4}$ of Section 15; E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15; NW $\frac{1}{4}$ of Section 14; W $\frac{1}{2}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11; E $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11; SE $\frac{1}{4}$ of Section 2; SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 1; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 1, South of the Missouri Pacific R.R. tracks; NE $\frac{1}{4}$ of Section 1, North of the Railroad tracks; all in Township 7 North, Range 8 East; SE $\frac{1}{4}$ of Section 36; all in Township 8 North, Range 8 East; all in Lancaster County, Nebraska.

SW $\frac{1}{4}$ of Section 31; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 30; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30 and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 20; NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20 and E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; NE $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17; W $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$ of Section 8; SW $\frac{1}{4}$ of Section 9; NW $\frac{1}{4}$ of Section 9; SW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 4; S $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4; NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4; all in Township 8 North, Range 9 East; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33; and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 34; NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33; W $\frac{1}{2}$ NW $\frac{1}{4}$ and Lots 6, 7 and 8 Taggard Addition to the town of Palmyra in NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34; SW $\frac{1}{4}$ of Section 27; E $\frac{1}{2}$ of Section 27; NW $\frac{1}{4}$ of Section 26; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23; N $\frac{1}{2}$ of Section 23; SE $\frac{1}{4}$ of Section 14; SW $\frac{1}{4}$ of Section 13; NW $\frac{1}{4}$ of Section 13; SW $\frac{1}{4}$ of Section 12; SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12; NE $\frac{1}{4}$ of Section 12; all in Township 9 North, Range 9 East; West 85 acres of NW $\frac{1}{4}$ of Section 7 and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 6; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; all in Township 9 North, Range 10 East; all in Otoe County, Nebraska.

SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 32; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 29; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29; NW $\frac{1}{4}$ of Section 29; NE $\frac{1}{4}$ of Section 29 and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21 and S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; N $\frac{1}{2}$ SW $\frac{1}{4}$

of Section 16; $W\frac{1}{2}$ NW $\frac{1}{4}$ of Section 16; $E\frac{1}{2}$ NW $\frac{1}{4}$ and $W\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16; $E\frac{1}{2}$ SW $\frac{1}{4}$ and $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9; NE $\frac{1}{4}$ of Section 9; SE $\frac{1}{4}$ of Section 4; $N\frac{1}{2}$ SW $\frac{1}{4}$ and $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3; $N\frac{1}{2}$ NW $\frac{1}{4}$ and $W\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3; all in Township 10 North, Range 10 East; $E\frac{1}{2}$ SW $\frac{1}{4}$ of Section 34; $W\frac{1}{2}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34; NE $\frac{1}{4}$ of Section 34; $E\frac{1}{2}$ SE $\frac{1}{4}$ of Section 27; SW $\frac{1}{4}$ of Section 26 and $W\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35; $E\frac{1}{2}$ NW $\frac{1}{4}$ of Section 26; NE $\frac{1}{4}$ of Section 26 and $E\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; $W\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; $W\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24; $E\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 24; all in Township 11 North, Range 10 East; $S\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19; SE $\frac{1}{4}$ of Section 19; $N\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ of Section 20; $W\frac{1}{2}$ SW $\frac{1}{4}$ and $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21; $E\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21; NE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ of Section 22; West 25 acres of $N\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22; East 55 acres of $N\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15; SW $\frac{1}{4}$ of Section 14; SE $\frac{1}{4}$ of Section 14; $S\frac{1}{2}$ of Section 13; NE $\frac{1}{4}$ of Section 13; all in Township 11 North, Range 11 East; NW $\frac{1}{4}$ and $N\frac{1}{2}$ SW $\frac{1}{4}$ of Section 18; NE $\frac{1}{4}$ of Section 18 and SE $\frac{1}{4}$ of Section 7; NW $\frac{1}{4}$ of Section 17; NE $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$ of Section 8; SW $\frac{1}{4}$ of Section 9; $W\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9; $E\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9; SW $\frac{1}{4}$ of Section 10; $N\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10; NE $\frac{1}{4}$ of Section 10; NW $\frac{1}{4}$ of Section 11; NE $\frac{1}{4}$ of Section 11; NW $\frac{1}{4}$ of Section 12; SW $\frac{1}{4}$ of Section 1; SE $\frac{1}{4}$ of Section 1; all in Township 11 North, Range 12 East; $W\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; $E\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; NW $\frac{1}{4}$ of Section 6; $N\frac{1}{2}$ SE $\frac{1}{4}$ and $S\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5; $N\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5; NE $\frac{1}{4}$ of Section 5; all in Township 11 North, Range 13 East; SE $\frac{1}{4}$ of Section 32; SW $\frac{1}{4}$ of Section 33; SE $\frac{1}{4}$ of Section 33; $W\frac{1}{2}$ of Section 34; SE $\frac{1}{4}$ of Section 34; $E\frac{1}{2}$ NE $\frac{1}{4}$ of Section 34; $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35 West of Missouri Pacific R. R. tracks; $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35 East of the Railroad tracks; $W\frac{1}{2}$ $W\frac{1}{2}$ NE $\frac{1}{4}$ and $E\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35; $E\frac{1}{2}$ NE $\frac{1}{4}$ and $E\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35; a strip of land 33 feet wide commencing at a point 639 feet South of the NW corner of Section 36 running thence East 321 rods to a point 459.7 feet South of the NE corner of Section 36; all in Township 12 North, Range 13 East; a strip of land 33 feet wide commencing at a point 459.7 feet South of the NW corner of Section 31 running thence North-easterly 83 rods to a point 50 feet South of the NE corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; SE $\frac{1}{4}$ and $E\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ and $S\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30; East 30 acres of NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30; South 33 acres of the East $\frac{3}{4}$ of $W\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; $E\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19; and Sub-lot 2 of lot 121 in SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19; lots 121 and 128 in $S\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19; lot 120 in SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19; beginning at a point 1347 feet South of the NW corner of Section 20, running thence Northeasterly 83.5 rods to the Plattsmouth Bridge in NW $\frac{1}{4}$ of Section 20; all in Township 12 North, Range 14 East; all in Cass County, Nebraska.

COMPARED

(Fairbury Lateral Line)

SW $\frac{1}{4}$ of Section 25; $S\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26; $N\frac{1}{2}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26; $S\frac{1}{2}$ NW $\frac{1}{4}$ of Section 26; $S\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27; $N\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27; NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27 and $S\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27; $S\frac{1}{2}$ SE $\frac{1}{4}$ and $W\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21; SW $\frac{1}{4}$ of Section 21; $S\frac{1}{2}$ NW $\frac{1}{4}$ and $W\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21; $N\frac{1}{2}$ of Section 20; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19 and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; $N\frac{1}{2}$ $S\frac{1}{2}$ of Section 18; all in Township 1 North, Range 4 East; $E\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13; NE $\frac{1}{4}$ of Section 13; NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13 and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13 and $W\frac{1}{2}$ SW $\frac{1}{4}$ of Section 12; East 1000 feet SE $\frac{1}{4}$ of Section 11 lying North and East of the St. Joe & Grand Island R. R. right of way; a tract of land described as follows: commencing at a point 731 feet East of the center of Section 11, running thence West $85^{\circ} 40'$ South 732 feet to the right of way of the St. Joe & Grand Island R. R. Co., thence Southeasterly along said right of way to a point which is 1000 feet west of the East line of SE $\frac{1}{4}$ of Section 11, thence North 1490 feet to the North line of said SE $\frac{1}{4}$, thence West to the place of beginning; a tract of land described as follows: commencing at the center of Section 11, running thence East 731 feet, thence South $4^{\circ} 20'$ West 732 feet to the right of way of the St. Joe & Grand Island R. R. Co., thence Northwesterly along the right of way to where the same intersects the West line of SE $\frac{1}{4}$, thence North to the place of beginning and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 lying North and East of the St. Joe & Grand Island R. R. right of way; $W\frac{1}{2}$ NE $\frac{1}{4}$ of Section 11; NW $\frac{1}{4}$ of Section 11 and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of

General Recordation Conveyance - NE

State of : Nebraska
County of : Cass

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

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is 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").

NEBRASKA DOCUMENTARY STAMP TAX
JAN 10 1991
\$13,500 ⁰⁰ BY <i>PM</i>

COMPARED

FILED FOR RECORD 1-10-91 AT 9:00 A. M. IN BOOK 149 OF Deed
PAGE 451 REGISTER OF DEEDS, CASS CO., NEBR.

Doc # 140 #642⁶⁰ *Patricia Messinger*

General Recordation Conveyance - NE

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,

#111

Recordation Conveyance - Attached instrument - NE

State of : Nebraska
County of : Cass

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 10 1991
\$ Eq # 4 BY DM

SUPPLEMENTAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Supplemental Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is 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").

9:02
FILED FOR RECORD 1:10:91 AT A. M. BY INSTR 149 OF Deed.
PAGE 534 REGISTER OF DEEDS, CASS CO., NEBR.
Doc #141 \$291⁵⁰/₁₀₀ Patricia Neuringer

COMPARED

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;

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. Rights Granted or Reserved in the Attached Instruments. The rights, titles, interests and estates, if any, granted in favor of or reserved by Grantor, or Grantor's predecessor in title, in the instrument(s), a copy (copies) of which is (are) attached as Exhibit A hereto (the "Attached Instrument"); and

2. Other Interests. With respect to the property described above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether or not expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and

LLBROWN PAPER CO. LITHO

48335 *** K-B PRINTING CO., OMAHA ***

order of the County Judge made upon the filing of the application herein, the lands described as Tract No. 19 described as being owned by Kahler Pottery Company, a corporation; that said owner is in actual possession of said premises; and having heretofore been sworn, did at such time carefully view said premises and do find and assess the damages accruing to said named persons in Tract No. 19, described as follows, to-wit:

DESCRIPTION OF EASEMENT
CROSSING LANDS BELONGING TO
Kahler Pottery Co., et al.

Being the West 10 acres of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 23, Township 12 N, Range 11 E. Easement for a 115 KV transmission line located over and above the west 10 acres of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 12 N, Range 11 E. of the 6th P. M., Cass County, Nebraska, more fully described as follows: The centerline of said transmission line is a straight line beginning at a point on the approximate section line on the south side of said Section 23, a distance of 119 feet, more or less, in an easterly direction from the southwest corner of said Section 23, thence northeasterly a distance of 375 feet, more or less, to a point; thence continues northeasterly on an angle of 2 $^{\circ}$ 14' left from the above described course, a distance of 1900 feet more or less; thence continues northeasterly on an angle of 9 $^{\circ}$ 18' right from the above described centerline to a point on the approximate section line on the east side of said Section 23, a distance of 1595 feet more or less in a southerly direction from the northeast corner of the said Section 23, T 12 N, R 11 E. There are no structures on the above described property.

PEH:pa

Overhang Wires Only \$ 10.00
Tree Damage 27 @ 1.50 \$ 40.50
Total Amount of damages sustained to the following named persons: Kahler Pottery Company, a corporation \$ 50.50
DATED at Plattsmouth, Nebraska, April 25, 1939.

W. G. Boedeker
Hall Pollard
Henry F. Nolting
W. A. Ost
John F. Wehrbein
APPRAISERS

ENDORSED: Filed in County Court Cass County, Nebr. Apr 25 1939
A.H. Duxbury County Judge

STATE OF NEBRASKA,)
County of Cass.)ss. CERTIFICATE OF COUNTY JUDGE
TO REPORT OF APPRAISERS

I, A. H. DUXBURY, County Judge in and for said county, hereby certify that the above and foregoing is a true and correct copy of the report of the appraisers heretofore appointed herein in the matter of the application of Loup River Public Power District to acquire right-of-way by easement across lands situated in Cass County, Nebraska, by eminent domain for the purpose of erecting power transmission line in connection with the construction and operation of hydro-electric plants and systems of said District as the same appears among the files and on the records of my said office and hereby transmit the same to the Register of Deeds for record in the manner provided by law.

WITNESS my hand and the seal of the County Court of Cass County, Nebraska, this 26th day of April, 1939.

(SEAL OF THE COUNTY COURT)
OF CASS COUNTY, NEBRASKA.)

A. H. Duxbury
COUNTY JUDGE

REPORT OF APPRAISERS
W. G. Boedeker et al
to
Bertha Schliefert et al

COMPARED

Filed April 26, 1939 at 3:51 P.M.
Ray F. Becker, Reg. of Deeds.
Gertrude Vallery, Deputy.
\$1.45

IN THE COUNTY COURT OF CASS COUNTY, NEBRASKA.

In the Matter of the Application
of Loup River Public Power District,
a corporation, to acquire right-of-
way by easement across lands situate
in Cass County, Nebraska, by
eminent domain for the purpose of
erecting power transmission line, in
connection with the construction and
operation of Hydro-Electric Plants
and Systems of said District.
(CARRIE M. ARMSTRONG, et al, Owners)

R E P O R T
OF
APPRAISERS.

TRACT NO. 21

We, the undersigned Commissioners appointed by the County Judge of Cass County, Nebraska, to assess the damages accruing to the owners and interested persons by reason of condemnation across said lands for a right-of-way for a 115 KV electric power transmission line, in a proceeding had in the County Court of Cass County, Nebraska, entitled as above having been duly sworn by the County Judge on March 29, 1939, and on March 30, 1939, having appraised, in accordance with an order of the County Judge made upon the filing of the application herein, the lands described as Tract No. 21 described as being owned by Bertha Schliefert, Widow; Fred Schliefert, Single; Melvin Schliefert, Alta Heier and Aron Schliefert; that Frances Schliefert is the wife of the said Melvin Schliefert; that Walter H. Heier is the husband of the said Alta Heier; and that ___ Schliefert, first and real name unknown, is the wife of the said Aron Schliefert; and said spouses claim some interest in said premises by reason of such marital relation; that Earl Albert is the tenant and in possession of said lands; and having heretofore been sworn, did at such time carefully view said premises and do find and assess the damages accruing to said named persons in Tract No. 21 described as follows, to-wit:

DESCRIPTION OF EASEMENT
CROSSING LANDS BELONGING TO
Fred Schliefert, et al

Being the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ all in Section 23, Township 12 N, Range 11 E. Easement for a 115 KV transmission line located over and above the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 23, Township 12 N, Range 11 E of the 6th P.M., Cass County, Nebraska, more fully described as follows: The centerline of said transmission line is a straight line beginning at a point on the approximate section line on the south side of said Section 23, a distance of 119 feet, more or less, in an easterly direction from the approximate southwest corner of said Section 23, thence northeasterly a distance of 375 feet, more or less, to a point; thence continues northeasterly on an angle of 2 $^{\circ}$ 14' left from the last described course, a distance of 1900 feet more or less to a point; thence continues northeasterly on an angle of 9 $^{\circ}$ 18' right from the last described course to a point on the approximate section line on the east side of said Section 23, a distance of 1595 feet, more or less, in a southerly direction from the northeast corner of the said Section 23, T

MISCELLANEOUS RECORD No. Y

L. D. GOWEN PAPER CO. LEIPSA

12 N, R 11 E.

The structures located on the above described lands are located along, at right angles to, and centered on the above described centerline and are located as follows: The first structure is located 19 feet, more or less, in a northeasterly direction from the south line of the above described land; thence continuing northeasterly a distance of 630 feet, more or less, to the second structure; thence continuing northeasterly a distance of 600 feet, more or less, to the third structure; thence continuing northeasterly a distance of 638 feet, more or less, to the fourth and last structure located on the above described lands.

The first, second, third and fourth structures are wood 2 pole design, Type "HTP". All the structures as shown on the Loup River Public Power District drawing No. SKE-234.

PEH:pa

4-2 Pole Structures and Wires

\$ 800.00

Crop and property Damage - To be paid when and if any occurs.

\$ 7.50

Tree Damage 5 @ 1.50

Total Amount of damages sustained to the following named persons: Bertha Schliefert, Widow; Fred Schliefert, Single; Melvin Schliefert and Frances Schliefert, his wife; Alta Heier and Walter H. Heier, her husband; Aron Schliefert and Schliefert, first and real name unknown, his wife; and Earl Albert, Tenant; as their respective interests may appear

\$ 807.50

DATED at Plattsmouth, Nebraska, April 25, 1939.

W. G. Boedeker
Hall Pollard
Henry F Nolting
W A Ost
John F Wehrbein
APPRAISERS

ENDORSED: Filed in County Court Cass County, Nebr. Apr. 25 1939

A.H. Duxbury, County Judge
State of Nebraska,
County of Cass.)ss.

CERTIFICATE OF COUNTY JUDGE
TO REPORT OF APPRAISERS.

I, A. H. DUXBURY, County Judge in and for said county, hereby certify that the above and foregoing is a true and correct copy of the report of the appraisers heretofore appointed herein in the matter of the application of Loup River Public Power District to acquire right-of-way by easement across lands situated in Cass County, Nebraska, by eminent domain for the purpose of erecting power transmission line in connection with the construction and operation of hydro-electric plants and systems of said District as the same appears among the files and on the records of my said office and hereby transmit the same to the Register of Deeds for record in the manner provided by law.

WITNESS my hand and the seal of the County Court of Cass County, Nebraska, this 26th day of April, 1939.

(SEAL OF THE COUNTY COURT)
(OF CASS COUNTY, NEBRASKA.)

A. H. Duxbury
COUNTY JUDGE.

Filed April 26, 1939 at 3:52 P.M.
Ray F. Becker, Reg. of Deeds,
By Gertrude Vallery, Deputy.

REPORT OF APPRAISERS
W. G. Boedeker et al
to
Lawrence E. Twiss et al

COMPARED \$1.30

IN THE COUNTY COURT OF CASS COUNTY, NEBRASKA.

In the Matter of the Application of LOUP RIVER PUBLIC POWER DISTRICT, a corporation, to acquire right-of-way by easement across lands situate in Cass County, Nebraska, by eminent domain for the purpose of erecting power transmission line, in connection with the construction and operation of Hydro-Electrix Plants and Systems of said District.
(CARRIE M. ARMSTRONG, ET AL. Owners)

R E P O R T
OF
APPRAISERS.
TRACT NO: 20

We, the undersigned Commissioners appointed by the County Judge of Cass County, Nebraska, to assess the damages accruing to the owners and interested persons by reason of condemnation across said lands for a right-of-way for a 115 KV electric power transmission line, in a proceeding had in the County Court of Cass County, Nebraska, entitled as above having been duly sworn by the County Judge on March 29, 1939, and on March 30, 1939, having appraised, in accordance with an order of the County Judge made upon the filing of the application herein, the lands described as Tract No. 20 described as being owned by Lawrence E. Twiss, Single; that William Wirth is the tenant and in possession of said lands; and having heretofore been sworn, did at such time carefully view said premises and do find and assess the damages accruing to said named persons in Tract No. 20, described as follows, to-wit:

DESCRIPTION OF EASEMENT
CROSSING LANDS BELONGING TO
Lawrence E. Twiss et al.

Being the E 30 Ac. of the NW 1/4 of the SE 1/4 all in Section 23, Township 12 N, Range 11 E. Easement for a 115 KV transmission line located over and above the E 30 Ac., of the NW 1/4 of the SE 1/4 of Section 23, Township 12 N, Range 11 E of the 6th P.M., Cass County, Nebraska, more fully described as follows: The center line of said transmission line is a straight line beginning at a point on the approximate section line on the south side of said Section 23, a distance of 119 feet, more or less, in an easterly direction from the approximate southwest corner of said Section 23, thence northeasterly a distance of 375 feet, more or less, to a point; thence continues northeasterly on an angle of 20° 14' left from the above described course, a distance of 1900 feet, more or less, to a point; thence continues northeasterly on an angle of 90° 18' right from the above described course to a point on the approximate section line on the east side of said Section 23 a distance of 1595 feet, more or less, in a southerly direction from the northeast corner of said Section 23, T 12 N, R 11 E.

The structures located on the above described lands are located along, at right angles to, and centered on the above described centerline and are located as follows: The first and only structure is located 750.4 feet, more or less, in a southwesterly direction from the north line of the above described land.

The first and only structure is of wood, 2 pole design, type "HTP". All the structures as shown on the Loup River Public Power District drawing No. SKE-234.

STATE OF Nebraska)
) ss.
Cass County)

11-441

Before me Glenn M. Adair a Notary Public in and for said County, this day personally came Floyd J. Barnhart, Lillian Barnhart, Ronald J. Barnhart & Jean E. Barnhart who is known to me to be the identical persons named in the above assignment, and who executed the same and acknowledged that they have signed, sealed and delivered it as their free and voluntary act and deed for the purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of November, 1970

Glenn M. Adair Notary Public.

My commission expires the 4th day of May, 1973

(GLENN M. ADAIR)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAY 4, 1973)
(STATE OF NEBRASKA)

ASSIGNMENTS OF CONTRACTS, Etc. Filed 24 December 1970 at 10:04 A. M.
Loup River Public Power District COMPARED Book 11 page 441
To: Betty Philpot, Register of Deeds
Nebraska Public Power District \$37.10

ASSIGNMENTS OF CONTRACTS, AGREEMENTS, EASEMENTS,
JOINT USE POLE AGREEMENTS,
RAILROAD CROSSING AGREEMENTS,
MISCELLANEOUS AGREEMENTS AND RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

The LOUP RIVER PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, pursuant to an Agreement of Lease-Purchase executed on November 6, 1968, between the parties, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, received by the Assignor, does hereby sell, assign, transfer and set over to the Assignee, NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, all of its right, title and interest in and to the following described contract agreements, easements and miscellaneous agreements subject to all of the terms and conditions contained therein; provided that in any case where an item identified cannot be assigned without consent approval or agreement of a third party, this Assignment shall not become effective unless and until such necessary approval, consent or agreement is obtained and where an item identified covers facilities both inside and outside the Four-County Area of Platte, Boone, Nance and Colfax, only the part covering facilities outside of said Four-County Area is assigned except the 230-Kv facilities inside the four county area of Platte, Boone, Nance and Colfax:

1. Rural Contracts: The following described Requirements Power Contracts, each dated January 1, 1957, with the 26 named rural public power districts together with all amendments and supplements thereto;

- | | |
|-----------------------------|---------------------|
| Burt County | Norris Public Power |
| Butler County | Niobrara Valley |
| Cedar Knox | Northeast Nebraska |
| Cuming County | Polk County |
| Custer County | Seward County |
| Dawson County | South Central |
| Eastern Nebraska (Now OPPD) | Southern Nebraska |
| Elkhorn | Southwest |
| Franklin County | Stanton County |
| Howard Greeley | Twin Valley |
| KBR | Wayne County |
| Loup Valley | York County |
| McCook Public Power | North Central |

Blue Border
100% LINEN LEDGER

provided, however, that any and all rights, claims, actions or demands with respect to any of the above described contracts for service prior to January 1, 1969, shall remain the property of the LOUP RIVER PUBLIC POWER DISTRICT and is not hereby assigned.

2. Municipal Contracts. The following described Requirements Power Contracts with the named municipalities together with Supplements and amendments thereto:

MUNICIPALITIES	ORIGINAL CONTRACT	SUPPLEMENT NO. 1
Bertrand	September 1, 1959	May 6, 1963
Cozad	September 1, 1959	June 12, 1963
Holdrege	September 1, 1959	June 12, 1963
Lexington	September 1, 1959	June 12, 1963
Loomis	September 1, 1959	June 12, 1963
Minden	September 1, 1959	June 12, 1963
North Platte	September 1, 1959	May 7, 1963
Gothenburg	September 1, 1959	June 12, 1963

3. Other Power Sale Contracts: The following described power sale contracts together with all amendments and supplements thereto:

Power Sale Contract with the City of Lincoln, Nebraska, dated May 1, 1956.

Agreement for Sale of Firm Power and Energy to Consumers Public Power District, dated September 15, 1959.

4. Interchange Power Contracts. The following described Interchange Power Contracts together with all amendments and supplements thereto:

Interchange Agreement with Consumers Public Power District executed September 15, 1959, modified and supplemented July 11, 1968.

With City of Grand Island executed November 1, 1959.

With City of Hastings, executed January 1, 1960.

With City of Wahoo, executed February 10, 1965.

With City of Fairbury, executed August 29, 1963.

With Omaha Public Power District, executed April 1, 1950 and amended July 12, 1968.

5. Power Purchase Contracts. The following described power purchase contracts together with all amendments and supplements thereto:

With U. S. Bureau of Reclamation - Contract 14-06-700-124, dated May 28, 1954, as amended and supplemented.

With Basin Electric Power Co-op, executed September 1, 1965.

With Central Nebraska Public Power and Irrigation District for purchase of Power and Energy from the Canady Plant, dated May 18, 1957.

Separation Agreement with Central Nebraska Public Power and Irrigation District, dated April 1, 1949, as amended and supplemented.

6. Miscellaneous Contracts and Agreements. The following described contracts and agreements to which the Loup River Public Power District is a party:

Steam Plant Joint Operating Agreement with Central Nebraska Public Power and Irrigation District, dated January 24, 1947.

Operating Agreement, dated May 1, 1940, as amended and supplemented (excluding the Separation Agreement and Steam Plant Joint Operating Agreement.)

Agreement for Use of High-Voltage Transmission Facilities with Consumers Public Power District, dated September 15, 1959, as supplemented July 11, 1968.

Maintenance Agreement with Consumers Public Power District, dated July 11, 1968.

Agreement for Lease of Properties with Consumers Public Power District, dated in March, 1946.

Master Substation Agreement with Consumers Public Power District, dated December 1, 1953.
Lease-Purchase Agreement (relating to the Fort Randall transmission facilities) with the
Nebraska Electric Generation and Transmission Co-op., Inc., dated December 20, 1960

7. Easements. All of Loup River Public Power District's easements for the erection, operation, maintenance, repair, and replacement of electric transmission lines, facilities and properties as described on Attachment A, which is made a part hereof by reference, except all portions of said easements located within the four counties of Platte, Boone, Nance and Colfax, which Loup River Public Power District reserves and retains. It being the intention of Loup River Public Power District to assign to Nebraska Public Power District any and all of Loup's easements within the State of Nebraska, together with any and all rights of ingress and egress necessary for the use or enjoyment of said easements and all rights and privileges incident thereto, except those easements located in the above described four counties.

8. Miscellaneous. In addition to the above, Loup River Public Power District assigns to Nebraska Public Power District all permits and crossing agreements with railroads, utilities and others outside of the four county area of Platte, Boone, Nance and Colfax, all wheeling and carrier agreements and equipment rental agreements outside of said four county area, all joint use pole agreements outside of said four county area and all other contracts or agreements to which Loup River Public Power District is a party and which relate to the operation and maintenance of the properties lease-sold to Nebraska Public Power District.

9. Additional Assignments. Loup River Public Power District agrees to execute and deliver such additional documents of assignment as may be, from time to time, found necessary or desirable to implement the provisions of the Agreement of Lease-Purchase with respect to the properties lease-sold to Nebraska Public Power District.

10. Miscellaneous. The above assignments of contracts and agreements shall not constitute a merger with respect to existing contracts which Nebraska Public Power District has with the Nebraska Public Power System (NPPS). All obligations of Nebraska Public Power District with respect to the contracts and agreements assigned shall be limited to the resources, revenue, income, receipts and profits of NPPS or derived from the operation of NPPS.

IN WITNESS WHEREOF, Loup River Public Power District has caused this instrument to be executed by the proper officers of said District as of January 1, 1969.

LOUP RIVER PUBLIC POWER DISTRICT

By Clarence J. Wittler
President

ATTEST:

O. N. Allen
Secretary

(SEAL)
(LOUP RIVER PUBLIC POWER DISTRICT)
()
(CORPORATE SEAL)
()
(ORGANIZED 1933)

STATE OF NEBRASKA)

COUNTY OF PLATTE) : ss

On this 9th day of December, 1970, before me, a Notary Public in and for said county and state, personally came the above-named CLARENCE J. WITTLER, President, and O. N. ALLEN, Secretary, of the Loup River Public Power District, a public corporation and political subdivision of the State of Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above and acknowledge the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Blue Border
100% LINEN LEDGER

WITNESS my hand and notarial seal on the date last above written.

(DWAYNE G. SMITH)
 (GENERAL NOTARY)
 (COMMISSION EXPIRES)
 (MAY 4, 1974)
 (STATE OF NEBRASKA)

Dwayne G. Smith Dwayne G. Smith
 Notary Public
 My Commission Expires 5-4-74

ESCROW AGREEMENT
 (Loup ---NPPS Properties)

This Agreement is made as of the 18 23th day of April, 1969, by and between Consumers Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "Consumers" the Loup River Public Power District, a public corporation and political sub-division of the State of Nebraska, hereinafter called "Loup", and the American National Bank and Trust Company of Chicago, hereinafter called the "Escrow Holder."

Consumers and Loup have entered into an Agreement of Lease-Purchase dated November 6, 1968, as amended and supplemented, which provides for Loup to deposit certain documents in escrow with the Escrow Holder. Said Agreement became effective on January 1, 1969.

NOW THEREFORE, IT IS AGREED:

1. The Escrow Holder acknowledges receipt from Loup of bills of sale, deeds, and assignments of contracts, agreements and easements all pertaining to properties lease-sold to Consumers pursuant to the terms of said Agreement of Lease-Purchase, as amended and supplemented. At a later date or dates during the term of this escrow, additional documents may be deposited by Loup as a part of this escrow. By mutual agreement, Consumers and Loup may at any time withdraw or substitute properties or agreements from the escrow in the event of sales, exchanges, revisions or amendments thereto. The documents thus deposited herewith and hereafter are collectively referred to as "Loup Documents."

2. The Escrow Holder shall hold the Loup Documents until such time as Loup shall certify to the Escrow Holder in writing that all of its bonds issued under the Loup indenture have been retired, and that Consumers has completed all of the terms of the said Agreement of Lease-Purchase, as amended and supplemented, or that all Loup bonds have been retired under the Agreement for Sale of Property dated April 11, 1967, as amended. Upon receipt of such Loup certificate, the Escrow Holder is authorized and directed to deliver the Loup Documents to Consumers.

3. In the event that the Escrow Holder before or after close of the escrow receives or becomes aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any property deposited herein or affected hereby, it shall have the right to discontinue any or all further acts on its part until such conflict is resolved to its satisfaction, and it shall have the further right to commence or defend any action or proceedings for the determination of such conflict. Consumers and Loup jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees, suffered or incurred by the Escrow Holder in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by the Escrow Holder. In the event the Escrow Holder files a suit in interpleader, it shall ipso facto be fully released and discharged from all obligations further to perform any and all duties or obligations imposed upon it in this escrow.

(Seal)--
 ATTEST: WITNESS
 Richard D. Wilson

AMERICAN NATIONAL BANK AND TRUST
 COMPANY OF CHICAGO

BY: P. C. Callas

FILED
 1969 APR 23
 10:00 AM
 LINCOLN
 ILLINOIS

(Seal)
 ATTEST:
 Francis M. Dishner
 (NEBRASKA PUBLIC POWER DISTRICT)
 (CORPORATE SEAL)
 (COLUMBUS, NEBRASKA)
 (Seal)
 ATTEST:
 O. M. Allen
 Secretary
 (LOUP RIVER PUBLIC POWER DISTRICT)
 (CORPORATE SEAL)
 (ORGANIZED 1933)
 (COLUMBUS, NEBRASKA)

CONSUMERS PUBLIC POWER DISTRICT

BY: John R. Brogan

LOUP RIVER PUBLIC POWER DISTRICT

BY: Clarence J. Wittler
 President

CASS COUNTY

TRACT NO.	GRANTOR	DESCRIPTION	INSTRUMENT	EASEMENT DATE	RECORDED
59	Olof F. Anderson	S $\frac{1}{2}$ NW $\frac{1}{4}$ 19-11-9E	Easement	3-21-39	3-23-39 Book Y page 265
60	Alfred Anderson	SW $\frac{1}{4}$ NE $\frac{1}{4}$ & Pt. SE $\frac{1}{4}$ NW $\frac{1}{4}$ 19-11-9E	Easement	3-21-39	3-24-39 Book Y Page 266
61	George C. Aronson	SE $\frac{1}{4}$ NE $\frac{1}{4}$ 19-11-9E	Easement	3-23-39	3-27-39 Book Y Page 270
62	Carrie Armstrong	S $\frac{1}{2}$ NW $\frac{1}{4}$ 20-11-9E	Condemnation	3-29-39	4-26-39 Book Y Page 281
63	Mary Schuelke et al	NE $\frac{1}{4}$ 20-11-9E	Easement	3-22-39	3-27-39 Book Y Page 268
64	Metropolitan Life Ins.Co.	S $\frac{1}{2}$ NW $\frac{1}{4}$ 21-22-9E	Condemnation	3-29-39	4-26-39 Book Y Page 282
65	Homer V. Martin	S $\frac{1}{2}$ NE $\frac{1}{4}$ 21-11-9E	Condemnation	3-29-39	4-26-39 Book Y Page 283
66	Minerva H. Border et al	SW $\frac{1}{4}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ 22-11-9E	Easement	3-21-39	4-5-39 Book Y Page 277
67	Andie Zos Estate	SE $\frac{1}{4}$ NE $\frac{1}{4}$ 22-11-9E	Condemnation	3-29-39	4-26-39 Book Y Page 284
68	Aberdien & Porteous	SW $\frac{1}{4}$ NW $\frac{1}{4}$ 23-11-9E	Condemnation	5-13-38	5-19-39 Book Y Page 306
69	Carrie Appleman	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 23-11-9E	Condemnation	5-18-39	5-19-39 Book Y Page 307
70	Chris E. Mockenhaupt	S $\frac{1}{2}$ NE $\frac{1}{4}$ 23-11-9E	Condemnation	5-18-39	5-19-39 Book Y Page 307
71	Chas Haertel	SW $\frac{1}{4}$ NW $\frac{1}{4}$ 24-11-9E	Easement	.....	.....
71	Chas Haertel	SE $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$ 24-11-9E	Condemnation	3-29-39	4-26-39 Book Y Page 285
72	James E. Taylor	SE $\frac{1}{4}$ NE $\frac{1}{4}$ & SW $\frac{1}{4}$ NW $\frac{1}{4}$ 19-11-10E	Easement	3-23-39	3-27-39 Book Y Page 270
73	Lydia Rieke et al	SE $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$ 19-11-10E	Condemnation	3-28-39	4-26-39 Book Y Page 288
74	Andie Zos estate	SE $\frac{1}{4}$ NE $\frac{1}{4}$ 19-11-10E& S $\frac{1}{2}$ NW $\frac{1}{4}$ 20-11-10E	Condemnation	3-29-39	4-26-39 Book Y Page 289
75	J. C. Meierjorgen	SE $\frac{1}{4}$ NE $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$ 20-11-10E	Condemnation	3-29-39	4-26-39 Book Y Page 290
76	Ervin Rieckmann et al	SW $\frac{1}{4}$ NW $\frac{1}{4}$ 21-11-10E	Easement	3-13-39	3-24-39 Book Y Page 265
77	Gustav Bornemeier et al	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 21-11-10E	Condemnation	3-29-39	4-26-39 Book Y Page 291
78	August Gakemeier	SW $\frac{1}{4}$ NE $\frac{1}{4}$ 21-11-10E	Condemnation	3-29-39	4-26-39 Book Y Page 292
79	Fred B. Buell	SE $\frac{1}{4}$ NE $\frac{1}{4}$ 21-11-10E	Condemnation	3-29-39	4-26-39 Book Y
80	Fred B. Buell	S $\frac{1}{2}$ NW $\frac{1}{4}$ 22-11-10E	Condemnation	.....	.....
81	Barbara Lake	NE $\frac{1}{4}$ 22-11-10E	Condemnation	3-30-39	4-26-39 Book Y Page 294
82	Louie F. Wendt	N $\frac{1}{2}$ NW $\frac{1}{4}$ 23-11-10E	Condemnation	3-30-39	4-26-39 Book Y Page 295
83	Louie F. Wendt	SW $\frac{1}{4}$ 14-11-10E	Condemnation	.....	4-26-39 Book Y Page 295
84	Walter L. C. Kupke	N $\frac{1}{2}$ SE $\frac{1}{4}$ 14-11-10E	Easement	4-3-39	4-5-39 Book Y Page 278
85	Herman F. C. Kupke	NE $\frac{1}{4}$ 14-11-10E	Easement	3-24-39	3-28-39 Book Y Page 273
86	Leo R. Rikli	NW $\frac{1}{4}$ NW $\frac{1}{4}$ 13-11-10E	Condemnation	3-29-39	4-26-39 Book Y Page 287
87	Margretye Rikli	SW $\frac{1}{4}$ 12-11-10E	Condemnation	3-30-39	4-26-39 Book Y Page 286
88	Clara E. Williams	SE $\frac{1}{4}$ 12-11-10E	Easement	3-22-39	3-28-39 Book Y Page 271
89	August Ruge	NE $\frac{1}{4}$ 12-11-10E	Easement	3-22-39	3-24-39 Book Y Page 268
90 & 92	Edward Guehlstorff	W $\frac{1}{2}$ NW $\frac{1}{4}$ 7-11-10E & S $\frac{1}{2}$ SW $\frac{1}{4}$ 6-11-11E	Easement	3-9-39	3-13-39 Book Y

BLUE BORDER
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91	Henry F. Oehlerking	E $\frac{1}{2}$ NW $\frac{1}{4}$ 7-11-11E	Easement	3-23-39	3-27-39 Book Y Page 269
95	James Leroy Welch	NW $\frac{1}{4}$ 5-11-11E	Condemnation	.....	4-21-39 Book Y Page 280
96	Henry Heil	NW $\frac{1}{4}$ NE $\frac{1}{4}$ 5-11-11E	Easement	4-21-39	4-24-38 Book Y Page 280
97	Carrie Schaefer	W $\frac{1}{2}$ SE $\frac{1}{4}$ 32-12-11E	Easement	.....	4-21-39 Book Y Pages 309&279
98	Myrtie C. Chandler	E $\frac{1}{2}$ SE $\frac{1}{4}$ 32-12-11E	Easement	3-27-39	3-29-39 Book Y Page 276
99	Henry Heil	SW $\frac{1}{4}$ 33-12-11E	Easement	4-21-39	4-24-39 Book Y Page 280
100	Henry E. Carson	S $\frac{1}{2}$ NW $\frac{1}{4}$ 33-12-11E	Condemnation	3-30-39	4-26-39 Book Y Page 304
102	John Gakemeier	NW $\frac{1}{4}$ NE $\frac{1}{4}$ 33-12-11E	Condemnation	3-30-39	4-26-39 Book Y Page 305
103	Martha Stohlman	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 33-12-11E	Easement	3-27-39	3-29-39 Book Y Page 276
104	John Gakemeier	SE $\frac{1}{4}$ SE $\frac{1}{4}$ 28-12-11E	Condemnation	.....	4-26-39 Book Y Page 305
105	Mary Pankonin	SW $\frac{1}{4}$ 27-12-11E	Easement	3-23-39	4-1-39 Book Y Page 276
106	Frank L. Heim	NW $\frac{1}{4}$ 27-12-11E	Easement	3-17-39	3-20-39 Book Y Page 264
107	William H. Hoover	SE $\frac{1}{4}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ 27-12-11E	Easement	3-22-39	3-24-39 Book Y Page 266
109	Helen & Lee LaTour	NW $\frac{1}{4}$ NW $\frac{1}{4}$ 26-12-11E	Condemnation	3-30-39	4-26-39 Book Y Page 304
109A	Will M. Hoover	W $\frac{1}{2}$ NW $\frac{1}{4}$ 23-12-11E	Easement	3-22-39	3-24-39 Book Y Page 267
110	William Wirth	Pt. SW $\frac{1}{4}$ 23-12-11E	Easement	3-22-39	3-24-39 Book Y Page 267
111	Kahler Pottery Co.	W.10ac. NW $\frac{1}{4}$ SE $\frac{1}{4}$ 23-12-11E	Condemnation	3-30-39	4-26-39 Book Y Page 300
112	Lawrence E. Twist	E.30ac. NW $\frac{1}{4}$ SE $\frac{1}{4}$ 23-12-11E	Condemnation	3-30-39	4-26-39 Book Y Page 302
113	Fred W. Schliefert Est.	S $\frac{1}{2}$ NE $\frac{1}{4}$ 23-12-11#	Condemnation	3-30-39	4-26-39 Book Y Page 301
114	Edwin Group	NW $\frac{1}{4}$ 24-12-11E	Condemnation	3-30-39	4-26-39 Book Y Page 303
115	Ida W. Davis	E $\frac{1}{2}$ SW $\frac{1}{4}$ & W $\frac{1}{2}$ SE $\frac{1}{4}$ 33-12-11E	Easement	3-24-39	3-28-39 Book Y Page 271
116	John H. Albert	Pt. W $\frac{1}{2}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ SE $\frac{1}{4}$ 18-12-12E	Easement	3-24-39	3-28-29 Book Y Page 273
117	Thomas A. Tennant	Pt. SW $\frac{1}{4}$ 18-12-12E	Easement	3-23-39	3-27-39 Book Y Page 269
118	Minerve H. Gorder	E $\frac{1}{2}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$ 18-12-12E	Easement	3-21-39	4-5-39 Book Y Page 277
119	Otto Sprieck	NE $\frac{1}{4}$ 18-12-12E	Easement	3-23-39	3-27-39 Book Y Page 271
121	George P. Stoehr	SW $\frac{1}{4}$ 8-12-12E	Easement	4-21-39	4-24-39 Book Y Page 280
122	Rosine W. Meisinger	SE $\frac{1}{4}$ 8-12-12E	Easement	6-19-39	6-30-39 Book Y Page 308
123	Lester L. Wagoner	NE $\frac{1}{4}$ 8-12-12E	Easement	3-23-39	3-27-39 Book Y Page 269
124A	Arthur G. Meinsinger	W $\frac{1}{2}$ NW $\frac{1}{4}$ & SE $\frac{1}{4}$ NW $\frac{1}{4}$ 9-12-12E	Easement	3-24-39	3-28-39 Book Y Page 275
125A	John Hirz	S $\frac{1}{2}$ SW $\frac{1}{4}$ 4-12-12E NE $\frac{1}{4}$ NW $\frac{1}{4}$ 9-12-12E	Easement	3-24-39	3-28-29 Book Y Page 275
126A	Henry Albert	SE $\frac{1}{4}$ 4-12-12E	Condemnation	3-30-39	4-26-39 Book Y Page 298
127A	John E. Meisinger	W $\frac{1}{2}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ 3-12-12E	Easement	3-24-39	3-28-39 Book Y Page 273
128A	Anna M. Guthmann et al	NW $\frac{1}{4}$ 3-12-12E	Condemnation	3-31-39	4-26-39 Book Y Page 296
129A	John P. Meisinger	NE $\frac{1}{4}$ 3-12-12E	Condemnation	4-31-39	4-26-39 Book Y Page 297
130A	Walter Waskel	N $\frac{1}{2}$ SE $\frac{1}{4}$ 34-13-12E	Easement	3-15-39	3-17-39 Book Y Page 264
131A	A. O. Ault	E $\frac{1}{2}$ SE $\frac{1}{4}$ 34-13-12E	Easement	3-24-39	3-28-39 Book Y Page 272
133A	Lena Tritsch	N $\frac{1}{2}$ SW $\frac{1}{4}$ 35-13-12E	Condemnation	3-31-39	4-26-39 Book Y Page 299
134	Chris Parkening	E $\frac{1}{2}$ 35-13-12E	Condemnation	3-31-39	4-26-39 Book Y Page 298

FILED IN THE PUBLIC RECORDS

CORPORATE QUITCLAIM DEED COMPARED Filed 24 December 1970 at: 10:02 A.M.
 Loup River Public Power District Betty Philpot, Register of Deeds
 To: \$ 14.10
 Nebraska Public Power District (Indexed against same property as filed in Book 106, Page 131 per
 Lee Starr, Consumers Public Power Company)

CORPORATE QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

LOUP RIVER PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, pursuant to the provisions of an agreement of Lease-Purchase (Loup - NPPS Properties) executed on November 6, 1968, by Loup River Public Power District and Nebraska Public Power District, and in consideration of the sum of One Dollar (\$1.00), received from the Grantee, and other good and valuable consideration, does hereby quitclaim and convey unto NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, and to its successors and assigns forever, all of its right, title and interest in and to all real property of the Loup River Public Power District situated in the following counties of the State of Nebraska: Antelope, Boyd, Brown, Burt, Butler, Cedar, Cuming, Custer, Dakota, Dawson, Dodge, Fillmore, Furnas, Gage, Hall, Hamilton, Harlan, Hitchcock, Howard, Jefferson, Kearney, Knox, Lancaster, Madison, Nuckolls, Otoe, Pawnee, Phelps, Polk, RedWillow, Richardson, Saline, Sarpy, Saunders, Seward, Sherman, Thayer, Valley, Wayne, Webster, and York, including but not limited to the real property described on attachments A-1 through A-24, inclusive, and which are attached hereto and made a part hereof by reference, together with all appurtenances to the same belonging.

TO HAVE AND TO HOLD the premises described on attachments A-1 through A-24 hereto unto Nebraska Public Power District and to its successors and assigns; and Loup River Public Power District, for itself and its successors, does hereby agree that neither it nor any person in its name and behalf shall or will hereafter 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, unless some part thereof shall be hereafter reacquired by Loup River Public Power District or its successors.

IN WITNESS WHEREOF, LOUP RIVER PUBLIC POWER DISTRICT has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers as of November 25, 1970.

Attest:
 O. N. Allen
 Secretary

LOUP RIVER PUBLIC POWER DISTRICT

By: Clarence J. Wittler
 President

(LOUP RIVER PUBLIC POWER DISTRICT)
 (CORPORATE SEAL)
 (ORGANIZED 1933)
 (COLUMBUS, NEBRASKA)

(Corporate Seal)

STATE OF NEBRASKA)
) ss.
 COUNTY OF PLATTE)

NEBRASKA DOCUMENTARY
 STAMP TAX
 DEC 24 1970
 \$ Receipt BY C.P.

On this 25th day of November, 1970, before me, a Notary Public in and for said county and state, personally came the above-named CLARENCE J. WITTLER, and O. N. ALLEN, President and Secretary respectively, of Loup river Public Power District, a public corporation and political subdivision of the State of Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above and acknowledge the execution of said instrument to be their

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DEED RECORD NO. 106

37078-REDFIELD & COMPANY, INC., OMAHA
voluntary act and deed/and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on the date last above written.

(Seal)
(DWAYNE G. SMITH)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAY 4, 1974)
(STATE OF NEBRASKA)

Dwayne G. Smith
Notary Public

My Commission Expires: 5-4-74

SURVIVORSHIP WARRANTY DEED
Roby D. Lamb et ux
To:
Donald L. Golda et al
Filed 13 January 1971 at: 9:40 A.M.
Betty Philpot, Register of Deeds
\$ 5.30
COMPARED

SURVIVORSHIP WARRANTY DEED

Roby D. and Colleen F. Lamb Husband and Wife, herein called the grantor whether one or more, in consideration of Two Thousand Dollars & no 100 (\$2,000.00) received from grantees, does grant, bargain, sell convey and confirm unto

Donald L. and Delores Golda

as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Cass County, Nebraska:

Sublot 1 of Lot 19 in the SW 1/4 of the NE 1/4 of Sec. 21-12-11

More completely described as follows:

Beginning at the Sandstone at the center of Sec. 21 T 12 N. R 11 E. of the 6TH P.M., Thence North along the North-South centerline of said Section for 140.0', thence ~~along xxxxxx~~ East 339.0' to the Easterly line of Lot 19, Thence S 7° 09W along said Easterly lot line for 141.0' to the SE Cor of Lot 19, thence West 321.5' to the point of beginning containing a calculated area of 1.06 Acres.

As recorded in irregular land book # 3 Page 056 Reference # 275

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seised of said premises; that they are free from encumbrance 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.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee title to this real property shall vest in the surviving grantee.

Dated Sept. 18, 1970 19...

Roby D. Lamb

~~XXXXXXXXXXXX~~

Colleen F. Lamb

~~XXXXXXXXXXXX~~

STATE OF Nebraska, County of Cass:

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

Roby D. Lamb & Colleen F. Lamb Husband and Wife

NEBRASKA DOCUMENTARY
STAMP TAX
JAN 13 1971
\$ 2.20 BY B.P.

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FLEXIBLE BINDER
14 PAGES
100% LINEN LEADER

37076-REVISED 8 COMPANY, INC., OMAHA

CORPORATION REAL ESTATE DEED
Platte Valley Public Power
and Irrigation District

COMPARED

Filed 24 December 1970 at: 10:00 A.M.
Betty Philpot, Register of Deeds
\$ 20.55

To:
Nebraska Public Power District

NEBRASKA DOCUMENTARY
STAMP TAX
DEC 24 1970
\$ 20.55 BY *B.P.*

CORPORATION REAL ESTATE DEED

KNOW ALL MEN BY THESE PRESENTS:

In consideration of that certain written Amended Merger Agreement and Lease-Purchase Agreement each dated November 13, 1969, wherein the within Grantor agrees to make this transfer upon the Grantee's performance of certain conditions, which conditions the within Grantor hereby acknowledges have been performed, and in consideration of the discharge by Grantee to the indentured Trustee of Grantor's total outstanding bonded indebtedness, payment of which Grantor hereby acknowledges, the within Grantor, PLATTE VALLEY PUBLIC POWER AND IRRIGATION DISTRICT, a public Nebraska corporation, does hereby grant, bargain, sell, quit claim, convey and confirm unto the within Grantee, NEBRASKA PUBLIC POWER DISTRICT, a public Nebraska corporation, all of Grantor's right, title, interest, possession, and estate of every kind and nature whatsoever, in and to all real estate now claimed or owned, or possessed (or any combination thereof) by Grantor in fee, easement, lease, license, or by some form of equitable right or privilege wherever situated in the several Counties of the State of Nebraska, whether the same is or is not of record in the Register of Deed's Office in said Counties, and whether or not the same be specifically hereinafter mentioned, also all according to records and files of the Grantor which records and files are hereby also conveyed and delivered to Grantee.

To have and to hold said premises together with all tenements, hereditaments, and appurtenances thereto belonging unto the within Grantee and its successors and assigns forever, hereby intending this to be one of several documents collectively transferring and conveying all the within Grantor's assets to the within Grantee.

The within Grantor represents that attached hereto and by this reference incorporated herein and made a part hereof are the following exhibits summarizing most but not necessarily all of said properties herein conveyed:

Exhibit A - All the canals, ditches, checks, diversion works, dams, reservoirs, hydroelectric plants, bridges, culverts, offices, and other associated properties constituting Grantor's several irrigation systems.

Exhibit B - All the electric transmission and distribution lines, right of way, easements, substations, and other associated properties, heretofore independently acquired by Grantor.

Exhibit C - All the electrical transmission and distribution line right of way, easements, power plants, substations, and associated properties heretofore acquired by Grantor or by Loup River Public Power District for the account of the joint operation of said two Districts, named Nebraska Public Power System, in which Grantor claims either a legal or equitable undivided one-half interest in the real estate interest acquired for Nebraska Public Power System, which properties exhibited are to some extent nevertheless commingled by consolidation, improvement, replacement and additions heretofore made by Grantor independently and with Nebraska Public Power System revenues.

Grantor and Grantees agree that by delivery hereof, that this entire document will be filed in the Register of Deeds, Lincoln County, Nebraska (home office of Grantor) and duplicate originals

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DEED RECORD NO. 106

37076-Registers & Company, Inc., Omaha

by copy process to which only so much of Exhibits A, B, and C, as pertain may be filed with the Register of Deeds for each County in which some of the properties are situated.

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

Dated December 10, 1970 :
(PLATTE VALLEY PUBLIC POWER &)
(IRREGATION DISTRICT)
(CORPORATE SEAL)
(STATE OF NEBRASKA)
STATE OF NEBRASKA)
) SS.
COUNTY OF LINCOLN)

Dewayne Wolf
President

ATTEST:
Helen M. Brannan
Secretary

Before me, a notary public qualified in said county, personally came Dewayne Wolf, President of Platte Valley Public Power and Irrigation District, 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 December 10, 1970.

(JESS C. NIELSEN)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(SEPT. 5, 1973)
(STATE OF NEBRASKA)

Jess C. Nielsen
Notary Public

JESS C. NIELSEN
Attorney At Law
North Platte, Nebr.

My commission expires 9/5/73

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

Entered on numerical index and filed for record in the Register of Deeds Office of said County the ____ day of ____, 19 __, at ____ o'clock and ____ minutes ____ M., and recorded in Book ____ of ____ at page ____.

Register of Deeds
By
Deputy

E X H I B I T A

to

CORPORATION REAL ESTATE DEED

Dated December 10, 1970

GRANTOR: Platte Valley Public Power and Irrigation District

HOME OFFICE: North Platte, Nebraska

GRANTEE: Nebraska Public Power District

HOME OFFICE: Columbus, Nebraska

Containing abstract of the location of all properties conveyed by this instrument consisting generally of:

All the canals, ditches, checks, diversion works, dams, reservoirs, hydroelectric plants, bridges, culverts, offices, and other associated properties constituting Grantor's several irrigation systems described according to the quarter section, township, range and county in the State of Nebraska, or the exact legal description within which and interest of some nature in said properties is

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claimed or held.

Validated by Dewayne Wolf
President of Grantor

Note: Properties listed hereunder
pertained to other counties

E X H I B I T B

to

CORPORATION REAL ESTATE DEED

Dated December 10, 1970

GRANTOR: Platte Valley Public Power and Irrigation District
HOME OFFICE: North Platte, Nebraska
GRANTEE: Nebraska Public Power District
HOME OFFICE: Columbus, Nebraska

Containing abstract of the location of all properties conveyed by this instrument consisting generally of:

All the electric transmission and distribution lines, right of way, easements, sub-stations, and other associated properties, heretofore independently acquired by Grantor

described according to the quarter section, township, range and county in the State of Nebraska, or the exact legal description within which and interest of some nature in said properties is claimed or held.

Validated by Dewayne Wolf
President of Grantor

Note: Properties listed hereunder
pertaining to other counties

E X H I B I T C

to

CORPORATION REAL ESTATE DEED

Dated December 10, 1970

GRANTOR: Platte Valley Public Power and Irrigation District
HOME OFFICE: North Platte, Nebraska
GRANTEE: Nebraska Public Power District
HOME OFFICE: Columbus, Nebraska

Containing abstract of the location of all properties conveyed by this instrument consisting generally of:

All the electrical transmission and distribution line right of way, easements, power plants, substations, and associated properties heretofore acquired by Grantor or by Loup River Public Power District for the account of the joint operation of said two Districts, named Nebraska Public Power System, in which Grantor claims either a legal or equitable undivided one-half interest in the real estate interest acquired for Nebraska Public Power System, which properties exhibited are to some extent nevertheless commingled by consolidation, improvement, replacement and additions heretofore made by Grantor independently and with Nebraska Public Power System revenues



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described according to the quarter section, township, range and county in the State of Nebraska, or the exact legal description within which and interest of some nature in said properties is claimed or held.

Validated by Dewayne Wolf
President of Grantor

Page 3 of 3 115 KV TRANSMISSION LINE 1185-1157

Cass COUNTY						Cass COUNTY									
Tract		Section				Twp.	Rge.	Tract		Section				Twp.	Rge.
Number	No.	SE $\frac{1}{4}$	SW $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$			Number	No.	SE $\frac{1}{4}$	SW $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$		
59	19				x	11N	9E								
60	19				x	11N	9E	x	x					12N	12E
61	19				x	11N	9E		x					12N	12E
62	20				x	11N	9E		x			x		12N	12E
63	20				x	11N	9E				x			12N	12E
64	21				x	11N	9E					x		12N	12E
65	21				x	11N	9E		x					12N	12E
66	22				x	11N	9E	x						12N	12E
67	22				x	11N	9E				x			12N	12E
67	23				x	11N	9E					x		12N	12E
68	23				x	11N	9E		x					12N	12E
69	23				x	11N	9E					x		12N	12E
70	24				x	11N	9E	x						12N	12E
71	24				x	11N	9E		x					12N	12E
72	19				x	11N	10E						x	12N	12E
73	19				x	11N	10E				x			12N	12E
74	19				x	11N	10E							13N	12E
75	20				x	11N	10E	x						13N	12E
76	21				x	11N	10E				x			13N	12E
77	21				x	11N	10E				x			13N	12E
78	21				x	11N	10E	x			x			13N	12E
79	21				x	11N	10E	x						13N	12E
80	22				x	11N	10E							13N	12E
81	22				x	11N	10E							13N	12E
82	23				x	11N	10E							13N	12E
83	14		x			11N	10E							13N	12E
84	14	x				11N	10E							13N	12E
85	14				x	11N	10E							13N	12E
86	13				x	11N	10E							13N	12E
87	12		x			11N	10E							13N	12E
88	12	x				11N	10E							13N	12E
89	12				x	11N	10E							13N	12E
90	7				x	11N	10E							13N	12E
92	7		x			11N	11E							13N	12E
92	7				x	11N	11E							13N	12E
93	6				x	11N	11E							13N	12E
94	5		x			11N	11E							13N	12E
95	5				x	11N	11E							13N	12E
96	5				x	11N	11E							13N	12E
97	32	x				12N	11E							13N	12E
98	32	x				12N	11E							13N	12E
99	33		x			12N	11E							13N	12E
100	33				x	12N	11E							13N	12E
101	33				x	12N	11E							13N	12E
102	33				x	12N	11E							13N	12E
103	33				x	12N	11E							13N	12E
104	28	x				12N	11E							13N	12E
105	27		x			12N	11E							13N	12E
106	27				x	12N	11E							13N	12E
107	27				x	12N	11E							13N	12E
109	26				x	12N	11E							13N	12E
109-A	23				x	12N	11E							13N	12E
110	23		x			12N	11E							13N	12E
111	23	x				12N	11E							13N	12E
112	23	x				12N	11E							13N	12E
113	23				x	12N	11E							13N	12E
114	24				x	12N	11E							13N	12E
115	33	x	x			12N	11E							13N	12E

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County, Nebraska, at Plattsmouth, this 21st day of August A. D., 1957.

(SEAL OF THE COUNTY COURT)
(OF CASS COUNTY, NEBRASKA)

Raymond J. Case
County Judge and Ex-officio Clerk of the
County Court of Cass County, Nebraska
By Estella L. Rutherford

Clerk of the County Court.

RETURN OF APPRAISERS
The State of Nebraska
To
Melvin Schliefert et al

COMPARED

Filed August 28, 1957 at 2:30 P.M.
Lucille Horn Gaines, Register of Deeds
By: Polly Saltmarsh, Deputy
\$5.35

BEFORE THE COUNTY JUDGE OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS AND IRRIGATION

vs

Melvin Schliefert and Frances Schliefert,
husband and wife;

Lloyd Iska and Grace F. Iska, husband and
wife, and joint tenants;

Arthur Thiesen and Delores Thiesen, tenants,
Iske land;

Lawrence Iske, mortgagee (Lloyd Iske land);

John B. Kaffenberger and Anna M. Kaffen-
berger, mortgagee (Iske land);

RETURN OF APPRAISERS

TO HONORABLE RAYMOND J. CASE, COUNTY JUDGE OF CASS COUNTY, NEBRASKA:

We, the undersigned Appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers", duly served upon us on the 19th day of July, 1957, by the Sheriff of Cass County, Nebraska, and after having taken and signed an oath to support the Constitutions of the United States of America and the State of Nebraska, to faithfully and impartially discharge our duties as required by law, and to honestly and truly assess the damages which the owners of the real estate, described in said "Appointment of Appraisers", will sustain by reason of the taking of permanent easement to certain lands for right of way, for the purpose of widening and reconstructing a part of State Highway No.66; and also for damages due to limitation of access to said Highway; that we did inspect the real estate herein described at the time and place designated and did at said time and place sit as a Board of Appraisers and did receive evidence relative to the amount of damages that will be sustained by the owners of said real estate by reason of the taking thereof by the Department of Roads and Irrigation of the State of Nebraska, for right of way purposes; and also damages due to limitation of access to said highway; the real estate referred to above being described as follows:

C O N D E M N A T I O N

Land Owner: Melvin Schliefert, et al

Project: S-92 (5) AFE R-708a Cass County, Nebraska.

A strip of land for highway right of way lying across the East Half of the Northwest Quarter of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the center quarter corner of said Section 23; thence northerly on the East line of the East Half of the Northwest Quarter of said Section 23 a distance of 1,251.9 feet to the point of beginning; thence continuing northerly on said East line a distance of 136.9 feet; thence westerly on a 1,844.86 foot radius curve to the right (initial tangent of which forms an angle of 96 degrees 50 minutes left with said East line) a distance 187.2 feet; thence continuing westerly 5 degrees 37 minutes right from the final tangent of the last described course a distance of 409.1 feet; thence continuing westerly 10 degrees 21.6 minutes left a distance of 241.8 feet; thence continuing westerly on a 2,949.79 foot radius curve to the left (initial tan-

gent of which forms an angle of 4 degrees 44.6 minutes right with the last described course produced) a distance of 259.1 feet to point of tangency; thence continuing westerly, tangent, a distance of 223.6 feet to a point on the West line of said East Half of the Northwest Quarter; thence southerly on said West line a distance of 156.1 feet; thence easterly 96 degrees 34 minutes left a distance of 231.5 feet to point of curvature; thence continuing easterly on a 2,794.79 foot radius curve to the right (initial tangent of which coincides with the last described course) a distance of 245.5 feet to point of tangency; thence continuing easterly, tangent, a distance of 648.1 feet to point of curvature; thence continuing easterly on a 1,984.86 foot radius curve to the left (initial tangent of which coincides with the last described course) a distance of 184.6 feet to the point of beginning, containing 4.36 acres, more or less, which includes 2.01 acres, more or less, previously occupied as a public highway, the remaining 2.35 acres, more or less, being the additional acreage hereby secured.

~~There will be no ingress and egress from the above described land onto the remaining property of the condemnee.~~

CONDEMNATION CONTINUED

Page 2

Land Owner: Melvin Schliefert, et al

Project: S-92 (5) AFE R-708a Cass County, Nebraska.

There will be no ingress and egress from the above described land onto the remaining property of the condemnee, except one 20 foot field entrance to the North and 20 foot farmstead entrance to the South, the centerlines of which are located 216.1 feet easterly from the West line of said East Half of the Northwest Quarter, as measured along the centerline of highway.

Also, a tract of land for highway right of way located in the northwestern part of the South Half of the Northeast Quarter of Section 23, Township 12 North, Range 11 East of the 6th P.M. Cass County, Nebraska, described as follows:

Referring to the center quarter corner of said Section 23; thence northerly on the West line of the South Half of the Northeast Quarter of said Section 23 a distance of 1,251.9 feet to the point of beginning; thence continuing northerly on said West line a distance of 65.9 feet to the northwest corner of said South Half of the Northeast Quarter; thence easterly along the North line of said South Half of the Northeast Quarter a distance of 354.8 feet; thence southwesterly on a 1,984.86 foot radius curve to the right a distance of 362.7 feet to the point of beginning, containing 0.36 acre, more or less, which includes 0.25 acre, more or less, previously occupied as a public highway, the remaining 0.11 acre, more or less, being the additional acreage hereby secured.

There will be no ingress and egress from the above described land onto the remaining property of the condemnee.

C O N D E M N A T I O N

Land Owner: Lloyd E. Iske and Grace F. Iske, husband and wife,
joint tenants, each as his or her own interests may appear.

Project: S-92-(5) AFE R-708a Cass County, Nebraska

A strip of land for highway right of way located in the southern part of the southwest quarter of the southwest quarter of Section 13, Township 12 North, Range 12 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the southwest corner of said Section 13; thence easterly on the South line of the Southwest Quarter of the Southwest Quarter of said Section 13 a distance of 190.3 feet; thence northerly on a line 190.3 feet easterly from and parallel to the West line of said Southwest Quarter of the Southwest Quarter a distance of 40.0 feet to the point of beginning; thence continuing northerly on the last described course produced a distance of 25.0 feet; thence easterly a distance of 1,120.9 feet to a point on the East line of said Southwest Quarter of the So-

uthwest Quarter; said point being 65.1 feet northerly from the southeast corner of said Southwest Quarter of the Southwest Quarter; thence southerly on said East line a distance of 13.0 feet to a point 50.1 feet northerly from said southeast corner; thence westerly on a line 50.1 feet northerly from and parallel to said South line a distance of 141.9 feet; thence southerly 90 degrees left a distance of 17.1 feet to a point 33.0 feet northerly from said South line; thence westerly on a line 33.0 feet northerly from and parallel to said South line a distance of 50.0 feet; thence northerly 90 degrees right a distance of 7.1 feet to a point 40.1 feet northerly from said South line; thence westerly a distance of 929.0 feet to the point of beginning, containing 0.62 acre, more or less.

Also, a strip of land for highway right of way lying across the northern part of the Northwest Quarter of Section 24, Township 12 North, Range 12 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the northwest corner of said Section 24; thence southerly on the West line of the Northwest Quarter of said Section 24 a distance of 40.0 feet; thence easterly on a line 40.0 feet southerly from and parallel to the North line of said Northwest Quarter a distance of 33.0 feet to the point of beginning; thence continuing easterly a distance of 2,589.5 feet to a point on the East line of said Northwest Quarter; said point being 39.8 feet southerly from the northeast corner of said Northwest Quarter; thence southerly on said East line a distance of 25.0 feet; thence westerly a distance of 1,357.8 feet to a point 64.9 feet southerly from said North line; thence northerly 90 degrees right a distance of 25.0 feet to a point 39.9 feet southerly from said North line; thence westerly on a line 39.9 feet southerly from and parallel to said North line a distance of 150.0 feet; thence southerly 90 degrees left a distance of 25.0 feet; thence westerly 90 degrees right a distance of 1,081.7 feet to a point 33.0 feet easterly from said West line; thence northerly on a line 33.0 feet easterly from and parallel to said West line a distance of 25.0 feet to the point of beginning, containing 1.40 acres, more or less.

Now, therefore, we, as Appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the taking of easement to said land for right of way purposes by the Department of Roads and Irrigation of the State of Nebraska, and also damages due to limitation of access to said highway, in amounts of:

Building sites west house 3 lots and garage site north of highway @\$100 each	\$ 400.00
Approximately 2 acres additional @ \$100.00 each	200.00
Replace water line estimate	160.00
Rebuild and replace cess-pool	475.00
Move shed on right of way	100.00
Trees	1000.00
Moving 180 rds of fence @ \$1.50 per rd	270.00
Damage to Pasture for state taking out cattle crossing which has been in since 1914	1000.00
Depreciation in value of residence by relocation of highway exclusive of trees	1000.00
Loss of Auto Repair & Gas business due to inconvenience while road is under construction 4 months @ \$100.00 per mth.	400.00
All of the foregoing to Melvin Schliefert & Francis Schliefert.	
Arthur Thiesen & Delores Thiesen Tenants (Iske Land) 1/2 corn	42.90
Lloyd Iske & Grace F. Iske 1/2 Corn	42.90
Lloyd E. Iske & Grace F. Iske, owners, moving 225 rds of fence.	450.00
Lloyd E. Iske & Grace F. Iske, owners, for Bulldozer to Straighten ditch	75.00
Lloyd E. Iske & Grace F. Iske, Owners,) Lawrence Iske, Mortgagee (Iske Land)	

Miscellaneous Record No. 4

John B. Kaffenberger & Anna M. Kaffenberger)	"2 acres land	700.00
Mortgagees (Iske Land)	All trees	335.00

All of which is hereby respectfully submitted.

Dated this 12th day of August A.D. 1957.

Parr Young
Ernest Ahl
A.W. Propst
Appraisers.

IN THE COUNTY COURT OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA)
COUNTY OF CASS) ss

CERTIFICATE OF TRANSCRIPT

I, Raymond J. Case County Judge of Cass County, Nebraska, do hereby certify the foregoing to be a true, perfect and complete copy of The State of Nebraska, Department of Roads and Irrigation, vs. Melvin Schliefert and Frances Schliefert, husband and wife, et al, as the same appears on file and of record in the County Court of Cass County, Nebraska.

I further certify that I am ex-officio Clerk of said Court; that I have legal custody and control of the records of said Court; that said Court is a Court of Record, has a seal, and the said seal is hereto affixed; and that the foregoing attestation is in due form and according to the laws of the State of Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the County Court of Cass County, Nebraska, at Plattsmouth, this 28th day of August A.D., 1957.

Raymond J. Case

(SEAL OF THE COUNTY COURT)
(OF CASS COUNTY, NEBRASKA)

County Judge and Ex-officio Clerk of the County Court of Cass County, Nebraska

By Estella L. Rutherford
Clerk of the County Court.

RETURN OF APPRAISERS
The State of Nebraska
To
Pearl N. Mann et al

COMPARE

Filed August 28, 1957 at 2:31 P.M.
Lucille Horn Gaines, Register of Deeds
By: Polly Saltmarsh, Deputy
\$7.10

BEFORE THE COUNTY JUDGE OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA)
DEPARTMENT OF ROADS AND IRRIGATION)

vs

Pearl N. Mann, a widow:

Catherine Meisinger a widow; Edgar Meisinger and
Helen Meisinger, husband and wife; Lester Meisinger
and Adelia Meisinger, husband and wife; Victor Meisinger
and Marie Meisinger, husband and wife; and Verner
Meisinger and Pearl Meisinger, husband and wife;

Clara Rainey Becker and Floyd Becker, wife and husband;
Earl Becker and Wilma Becker, husband and wife; Fred
Tritsch and Isabella Tritsch, husband and wife; and
Winifred Hatt and John Hatt, wife and husband;

Chester Wiles and Lucille Wiles, tenants (Mann land);

Edgar and Helen Meisinger, tenants (Meisinger land);

Earl Becker and Wilma Becker, tenants (Becker land):

TO HONORABLE RAYMOND J. CASE, COUNTY JUDGE OF CASS COUNTY, NEBRASKA:

RETURN
of
APPRAISERS

We, the undersigned Appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers", duly served upon us on the 19th day of July, 1957, by the Sheriff of Cass County, Nebraska; and after having taken and signed an oath to support the Constitutions of the United States of America and the State of Nebraska, to faithfully and impartially discharge our duties as required by law, and to honestly and truly assess the damages which the owners of the

DEED RECORD NO. 96

LUCI PRINTING CO., WASHO, NEBRASKA

KNOW ALL MEN BY THESE PRESENTS:

That THE STATE OF NEBRASKA, Department of Roads and Irrigation, pursuant to the provisions of Statutes 39-1313, 39-1314, 39-1315, Revised Statues of Nebraska, (Cum.Supp. 1955) does hereby abandon, subject to the conditions and reservations hereinafter set forth, to Melvin Schliefert, the following described realty, situated in the County of Cass, Nebraska, to-wit:

A strip of roadway, lying adjacent to the North line of the South Half of the Northeast Quarter of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the East quarter-quarter corner of said Northeast Quarter; thence westerly on the North line of said South Half, 33.0 feet to point of beginning; thence continuing westerly on said North line, 2,257.1 feet to a point on the southeasterly 75.0 foot right of way line of Project S-92 (5); thence southeasterly on 1,984.86 foot radius curve to right (the initial tangent of which bears 15 degrees 48 minutes left) 138.2 feet; thence easterly on a line 33.0 feet southerly from and parallel to said North line, 2,391.3 feet to a point 33.0 feet westerly from the East line of said Northeast Quarter; thence northerly 33.0 feet to point of beginning.

Above described tract containing 1.8 acres, more or less.

Reserving to THE STATE OF NEBRASKA: None

(DEPARTMENT OF ROADS)
(STATE SEAL NEBRASKA)
(4-23-59)

DEPARTMENT OF ROADS AND IRRIGATION,
OF THE STATE OF NEBRASKA.

By R.L.Cochran
State Engineer

ABANDONMENT
State of Nebraska
To
Ash Grove Lime and Portland Cement Company
COMPARED
By: Polly Saltmarsh, Deputy
\$ No fee

Filed April 28, 1959 at 10:40 A.M.
Lucille Horn Gaines, Reg. of Deeds

ABANDONMENT S-92 (5)

KNOW ALL MEN BY THESE PRESENTS:

That THE STATE OF NEBRASKA, Department of Roads and Irrigation, pursuant to the provisions of Statutes 39-1313, 39-1314, 39- 1315, Revised Statutes of Nebraska, (Cum. Supp. 1955) does hereby abandon, subject to the conditions and reservations hereinafter set forth, to Ash Grove Lime & Portland Cement Company, the following described realty, situated in the County of Cass, Nebraska, to-wit:

A strip of roadway lying adjacent to the South line of the North Half of the Northeast Quarter of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the east quarter-quarter corner of said Northeast Quarter; thence northerly on the East line of said North Half, 33.0 feet; thence westerly on a line 33.0 feet northerly from and parallel to the South line of said North Half 33.0 feet to point of beginning; thence continuing westerly on previously described course, 2,151.7 feet to a point on the southeasterly 75.0 foot right of way line of Project S-92 (5); thence southwesterly (on said right of way line) on a 1,984.86 foot radius curve to right, (the initial tangent of which bears 18 degrees 59 minutes left of previously described 2,151.7 foot course) 110.5 feet to a point on the South line of said North Half; thence easterly on said South line, 2,257.1 feet; thence northerly 33.0 feet to point of beginning.

KNOW ALL MEN BY THESE PRESENTS:

That THE STATE OF NEBRASKA, Department of Roads and Irrigation, pursuant to the provisions of Statutes 39-1313, 39-1314, 39-1315, Revised Statues of Nebraska, (Cum.Supp. 1955) does hereby abandon, subject to the conditions and reservations hereinafter set forth, to Melvin Schliefert, the following described realty, situated in the County of Cass, Nebraska, to-wit:

A strip of roadway, lying adjacent to the North line of the South Half of the Northeast Quarter of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the East quarter-quarter corner of said Northeast Quarter; thence westerly on the North line of said South Half, 33.0 feet to point of beginning; thence continuing westerly on said North line, 2,257.1 feet to a point on the southeasterly 75.0 foot right of way line of Project S-92 (5); thence southeasterly on 1,984.86 foot radius curve to right (the initial tangent of which bears 15 degrees 48 minutes left) 138.2 feet; thence easterly on a line 33.0 feet southerly from and parallel to said North line, 2,391.3 feet to a point 33.0 feet westerly from the East line of said Northeast Quarter; thence northerly 33.0 feet to point of beginning.

Above described tract containing 1.8 acres, more or less.

Reserving to THE STATE OF NEBRASKA: None

(DEPARTMENT OF ROADS)
(STATE SEAL NEBRASKA)
(4-23-59)

DEPARTMENT OF ROADS AND IRRIGATION, OF THE STATE OF NEBRASKA.

By R.L.Cochran
State Engineer

ABANDONMENT
State of Nebraska
To Ash Grove Lime and Portland Cement Company
COMPARED
Filed April 28, 1959 at 10:40 A.M.
Lucille Horn Gaines, Reg. of Deeds
By: Polly Saltmarsh, Deputy
\$ No fee

ABANDONMENT

S-92 (5)

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A strip of roadway lying adjacent to the South line of the North Half of the Northeast Quarter of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the east quarter-quarter corner of said Northeast Quarter; thence northerly on the East line of said North Half, 33.0 feet; thence westerly on a line 33.0 feet northerly from and parallel to the South line of said North Half 33.0 feet to point of beginning; thence continuing westerly on previously described course, 2,151.7 feet to a point on the southeasterly 75.0 foot right of way line of Project S-92 (5); thence southwesterly (on said right of way line) on a 1,984.86 foot radius curve to right, (the initial tangent of which bears 18 degrees 59 minutes left of previously described 2,151.7 foot course) 110.5 feet to a point on the South line of said North Half; thence easterly on said South line, 2,257.1 feet; thence northerly 33.0 feet to point of beginning.

Above described tract containing 1.7 acres, more or less.

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in triplicate this 14th day of January, 1967.

ATTEST:

(Deceased)
Melvin Schliefert

Grantors

Frances Schliefert
Frances Schliefert

ATTEST:

C. C. Draney
Assistant Secretary
(OMAHA PUBLIC POWER DISTRICT)
(CORPORATE SEAL)
(CREATED 1945)
(OMAHA, NEBRASKA)

OMAHA PUBLIC POWER DISTRICT
Ralph W. Shaw
Assistant General Manager

APPROVED

DATE

LEGAL
DEPT. Peter J. Vaughn 2/13/67
ENGR.
DEPT. Lloyd C. Shalla 2/13/67
ACCT.
DEPT. R. C. Learch 2/15/67
R/W #3 1-19-65

STATE OF NEBRASKA) On this 14th day of January, 1967, before me the undersigned,
)ss
COUNTY OF Cass) a Notary Public in and for said County and State, personally
appeared Frances Schliefert, a widow, personally to me known to be the identical person(s)
who signed the foregoing instrument as Grantor and who acknowledged the execution thereof
to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

(H. B. KOOP)
(COMMISSION EXPIRES)
(JULY 2, 1971)
(NOTARIAL SEAL)
(CASS COUNTY, NEBRASKA)

H. B. Koop
Notary Public
My Commission expires on the 2nd day of July, 1971.

STATE OF) On this day of , 19 , before me the
)ss
COUNTY OF) undersigned, a Notary Public in and for said County per-
sonally came , President of , (a corporation) to me personally known to be the
President and the identical person whose name is affixed to the above conveyance, and acknowl-
edged the execution thereof to be his voluntary act and deed as such officer and the volunt-
ary act and deed of said corporation and that the Corporate Seal of the said corporation was
thereto affixed by its authority.

WITNESS my hand and Notarial Seal at in said County the day and year last above
written. Notary Public

My Commission expires the day of , 19

PLAT
Omaha Public Power District
To:
Public

COMPARED

Filed 21 February 1967 at 8:05 A.M.
Book 10 page 148 Plat #6 page 16
Betty Philpot, Register of Deeds
\$2.25

Index SE 1/4 NE 1/4 23-12-11

DRWN. R.P.L.
APPD. G.M.
ENG. Not legible

OMAHA PUBLIC POWER DISTRICT
OMAHA, NEBRASKA

DATE: 12-7-66
DWG. J
NO.

EASEMENT
Robert E. Beck et al
To:
Omaha Public Power District

COMPARED

Filed 21 February 1967 at 8:06 A.M.
Book 10 page 148
Betty Philpot, Register of Deeds
\$4.05

Doc. 2.64 (4) Wood

EASEMENT

FILED
JAN 15 1967
NOTARY PUBLIC

81

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

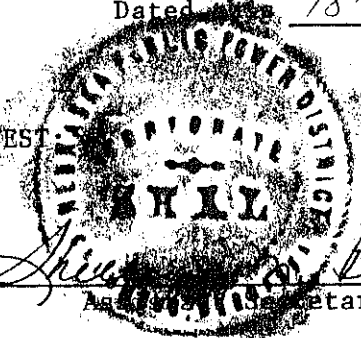
The undersigned, Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska and the successor in interest to Loup River Public Power District, for valuable consideration, in hand paid, does hereby release the easement and right-of-way obtained by Loup River Public Power District from Bertha Schliefert, widow, et al, and recorded on April 26, 1939, in the office of the Register of Deeds of Cass County, Nebraska, in Book Y at Page 301 on the following described property:

The South Half of the Northeast Quarter (S¹/₂ NE¹/₄) of Section Twenty-Three (23), Township Twelve (12) North, Range Eleven (11) East of the 6th P.M. in Cass County, Nebraska.

This Release of Easement shall in no way affect any other easement of Nebraska Public Power District on or across said property.

Dated 18th day of October, 1985.

ATTEST:


Lawrence A. Domeier
Notary Public

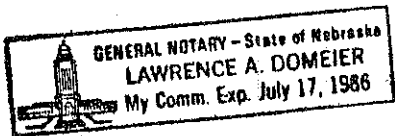
NEBRASKA PUBLIC POWER DISTRICT

William A. Merrill

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public qualified in said county, personally came WILLIAM A. MERRILL, ASST. GENERAL MANAGER of Nebraska Public Power District, a corporation, known to me to be the officer 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 OCTOBER 18, 1985.



Lawrence A. Domeier
Notary Public

COMPALED

FILED FOR RECORD 11-4-85 AT P M. IN BOOK 33 OF Misc
PAGE 543 REGISTER OF DEEDS, CASS CO., NEBR.

Betty Philpot

5.50
dlac # 81

12-11

#5240

COMPARED

FILED
CASS COUNTY, NE.

2006 AUG 30 AM 9:00

BK 539 of Mtg PG 453
PATRICIA MEISINGER ayg
REGISTER OF DEEDS
Doc # 5240 \$35.50

WHEN RECORDED MAIL TO:

HOME STATE BANK
218 MAIN STREET
P.O. BOX 429
LOUISVILLE, NE 68037

FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST

**THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT
WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT**

THIS DEED OF TRUST is dated August 22, 2006, among **BERNER-COPPLE, LLC**, a Nebraska Limited Liability Company, whose address is PO BOX 45, LOUISVILLE, NE 68037 ("Trustor"); **HOME STATE BANK**, whose address is 218 MAIN STREET, P.O. BOX 429, LOUISVILLE, NE 68037 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and **HOME STATE BANK**, whose address is PO Box 429, LOUISVILLE, NE 68037 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **CASS County, State of Nebraska**:

The S1/2 of the NE1/4, except Tax Lot 14 and Except Highway, of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, NE

The Real Property or its address is commonly known as **THE RIDGES Development, LOUISVILLE, NE 68037**. The Real Property tax identification number is **130129771**.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a

**DEED OF TRUST
(Continued)**

Loan No: 30290

Page 6

State of Nebraska.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HOME STATE BANK, and its successors and assigns.

Borrower. The word "Borrower" means BERNER-COPPLE, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means HOME STATE BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 22, 2006, **in the original principal amount of \$582,200.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means HOME STATE BANK, whose address is PO Box 429, LOUISVILLE, NE 68037 and any substitute or successor trustees.

Trustor. The word "Trustor" means BERNER-COPPLE, LLC.

#5246

DEED OF TRUST
(Continued)

Loan No: 30290

Page 7

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

BERNER-COPPLE, LLC

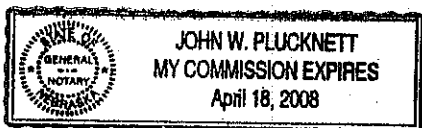
By: Robert C. Cople
Robert Cople, Member of BERNER-COPPLE, LLC

By: Richard R. Berner
Richard R Berner, Member of BERNER-COPPLE, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF CASS)

On this 22 day of August, 2006, before me, the undersigned Notary Public, personally appeared Robert Cople, Member; Richard R Berner, Member of BERNER-COPPLE, LLC, and known to me to be partners or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.



By: [Signature]
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____



Mel Samples
Melvin G. Samples, L.S. # 486

11-1-06
Date

DEDICATION

Berner-Copple LLC

KNOW ALL MEN BY THESE PRESENTS: That we, RICHARD R. BERNER and ROBERT A. COPPLE, OWNERS, and HOME STATE BANK, INC., Trustee and Beneficiary under a certain deed of trust, being the sole OWNERS and TRUSTEE AND BENEFICIARY UNDER A CERTAIN DEED OF TRUST, of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as THE RIDGES SUBDIVISION, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets as shown on the plat. We do further grant a perpetual easement to any utility company and to any other company which has been granted a franchise by the City of Louisville, Nebraska to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate and maintain, repair and renew wires, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of signals and sounds of all kinds, including signals provided by a cable television system, and the reception thereon, over, through, under and across; an eight (8') foot wide strip of land adjoining the side boundary lines of all lots; No permanent buildings, trees, retaining walls or loose rock walls, shall be placed on the above-described easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

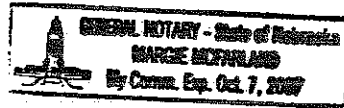
OWNERS:

Richard R. Berner
Richard R. Berner

Robert A. Copple
Robert A. Copple

ACKNOWLEDGMENTS OF NOTARIES

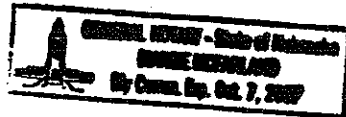
State of Nebraska)
)SS
County of Cass)



On this 3 day of November, 2006, A.D. before me, a Notary Public, duly commissioned and qualified for said County, appeared RICHARD R. BERNER and ROBERT A. COPPLE, who are personally known to me and whose names are affixed to the above instrument as the owners of this described property. Witness my hand and official seal the date last foresaid.

Marjorie McFarland
Notary Public

State of Nebraska)
)SS
County of Cass)



John Plunkett, President

On this 3 day of November, 2006, A.D. before me, a Notary Public, duly commissioned and qualified for said County, appeared John Plunkett who is personally known to me and whose name is affixed to the above instrument as President of HOME STATE BANK, INC. Trustee of the voluntary act and deed of such Bank.

PLAT
Richard R. Berner et al
to
Public

FILED: 09 November 2006 10:00 A.M.
Patricia Meisinger, Register of Deeds
\$ 45.00 Doc.#6824

(Filed in Plat Tube #11)

FINAL PLAT
THE RIDGES SUBDIVISION

LOTS 1-40 INCLUSIVE, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE 6TH PRINCIPAL MERIDIAN, CASS COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND THAT A BOND HAS BEEN POSTED WITH THE CITY OF LOUISVILLE, NEBRASKA IN ORDER TO INSURE THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS IN THE SUBDIVISION TO BE KNOWN AS THE RIDGES SUBDIVISION, (LOTS 1 THROUGH 40 INCLUSIVE), BEING A PLATTING OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE 6TH PRINCIPAL MERIDIAN, CASS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 23;
THENCE ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2635.35 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 73 DEGREES 10 MINUTES 03 SECONDS WEST, 1409.69 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 15 SECONDS, 868.20 FEET;
THENCE NORTH 54 DEGREES 17 MINUTES 13 SECONDS EAST, 1052.66 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER;
THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 56 MINUTES 47 SECONDS EAST, 642.75 FEET TO THE NORTHWEST CORNER OF TAX LOT 14 IN SAID SOUTH HALF OF THE NORTHEAST QUARTER;
THENCE ALONG THE WEST LINE OF SAID TAX LOT 14, SOUTH 00 DEGREES 16 MINUTES 06 SECONDS WEST, 660.33 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 14;
THENCE ALONG THE SOUTH LINE OF SAID TAX LOT 14, SOUTH 89 DEGREES 56 MINUTES 47 SECONDS EAST, 660.33 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER;
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 16 MINUTES 06 SECONDS WEST, 657.40 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS AN AREA OF 53.967 ACRES, MORE OR LESS.



Melvin G. Samples
Melvin G. Samples, L.S. # 486

11-1-06
Date

DEDICATION

Berner-Copple LLC

KNOW ALL MEN BY THESE PRESENTS: That we, RICHARD R. BERNER and ROBERT A. COPPLE, OWNERS, and HOME STATE BANK, INC., Trustee and Beneficiary under a certain deed of trust, being the sole OWNERS and TRUSTEE AND BENEFICIARY UNDER A CERTAIN DEED OF TRUST, of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as THE RIDGES SUBDIVISION, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets as shown on the plat. We do further grant a perpetual easement to any utility company and to any other company which has been granted a franchise by the City of Louisville, Nebraska to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate and maintain, repair and renew wires, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of signals and sounds of all kinds, including signals provided by a cable television system, and the reception thereon, over, through, under and across; an eight (8') foot wide strip of land adjoining the side boundary lines of all lots; No permanent buildings, trees, retaining walls or loose rock walls, shall be placed on the above-described easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

OWNERS:

Richard R. Berner
Richard R. Berner

Robert A. Copple
Robert A. Copple

ACKNOWLEDGMENTS OF NOTARIES

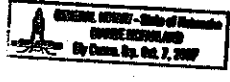
State of Nebraska)
)SS
County of Cass)



On this 3 day of November, 2006, A.D. before me, a Notary Public, duly commissioned and qualified for said County, appeared RICHARD R. BERNER and ROBERT A. COPPLE, who are personally known to me and whose names are affixed to the above instrument as the owners of this described property.

Witness my hand and official seal the date last foresaid.
Margie McFarland
Notary Public

State of Nebraska)
)SS
County of Cass)



John Plunkett

On this 3 day of November, 2006, A.D. before me, a Notary Public, duly commissioned and qualified for said County, appeared John Plunkett who is personally known to me and whose name is affixed to the above instrument as President of HOME STATE BANK, INC., Trustee and the voluntary act and deed of such Bank.

Witness my hand and official seal the date last foresaid.
Margie McFarland
Notary Public

S 1/2 NE SENEW 23-12-11

Plat Tube #11 63-219 ~~Bank of Plat~~

~~Plat 539-729 - 413-114^{pel} S 1/2 NE E 1/4 NE~~

~~Plat 539-728 - 377-868 213-105 S 1/2 NE~~

DN 539-453 S 1/2 NE 4

DN 413-649 - 392-42 All NE 4

AOA 413-114 S 1/2 NE

DN 413-105

~~DN 392-42~~

~~DN 377-868 S 1/2 NE SENEW~~

WO 174-865 S 1/2 NE SENEW

- QCD 174-684 " "

DOR 373-125 - 357-640 SENE

~~DOO 172-227~~

Supp. Bas 149-534 All NE & All SE 4

Assign. " 149-451 - 4-147 NW NE

~~Rel Case 32-543 - 4-301 S 1/2 NE 4~~

Assign 11-441 - 4-301 S 1/2 NE

Corp QCD 106-135 All d Section Loup River to Neb Power

Corp WO 106-131 " " Platte Valley - Neb Power

- Plat 6-16 Omaha Public Power & Public SENE

- Case 10-147 Francis Schlieft to OPPD

WO 102-264 Melvin Schlieft to Melvin Schlieft S 1/2 NE

- Abandonment 96-343 State of Neb " " S 1/2 NE

N 1/2 NE Relinquish 96-343 " " County of Cass

- ROA 4-585 S 1/2 NE E 1/2 & NW State of Neb Melvin Schlieft

All Decided out WO 95-200 S 1/2 NE E 1/2 NW Walter Heier & " "

WO 95-196 " " RAVON Schlieft & Melvin &

- WO 95-195 " " Fred Schlieft to " "

WO 78-106 S 1/2 NE SENEW Fred Schlieft & Beuths "

WO 84-568

Report 4-184

North
of Southbridge

SE NW S¹/₂ NE 23-12-11

~~Pl Rel Aon 539-729 - 413-114~~

~~RDon 539-728 - 377-868 - 413-105~~

Q Don 539-453

~~Don 413-649 - 392-42~~

~~Aon 413-114~~

~~DA 413-105~~

~~On 392-42~~

~~DA 377-868~~

Q Wb 174-685 Schliefer - Bremer

~~Don 373-125 - 357-125~~

Don 172-227

Q Supp 149-534 - Eron de Norheim

Q Bus 149-451 - Y-147

Q Assn 11-441 - Y-301 Loup River - Neb Power

Q GCD 106-135 " "

Q Wb 106-131 Platte Valley Neb Power

Q Case 10-147

Wb 102-264

Q Abandonment 96-343

Q RGA 4-585

Wb 95-200

Wb 95-196

Wb 95-195

Q RGA 4-301

Q Deed 73-1 NW SE SE - NE⁴ AU SE⁴

Q Agree Y-147

Rel Case 32-543 Rel S¹/₂ NE - Y-301

lot 30 same as lot 23

12-11

#4461

NEBRASKA DOCUMENTARY
STAMP TAX

JUL 17 2001

\$ 735.00 BY L

FILED
CASS COUNTY, NE.

2001 JUL 17 PM 1:01

174 Deeds 685
BK 01 PG
PATRICIA WEISINGER by L
REGISTER OF DEEDS

COMPAID

Doc# 4461 \$5.50

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT I or WE, CARL M. SCHLIEFERT AND MARILYN J. SCHLIEFERT, HUSBAND AND WIFE, JANET C. SCHLIEFERT, A SINGLE PERSON AND GLEN E. SCHLIEFERT, A MARRIED PERSON, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto BERNER-COPPLE, L.L.C., herein called the grantee whether one or more, the following described real property in CASS County, Nebraska:

THE S1/2 OF THE NE1/4, EXCEPT TAX LOT 14 AND EXCEPT HIGHWAY, AND THE SE1/4 OF THE NW1/4, EXCEPT SCHLIEFERT ADDITION AND EXCEPT HIGHWAY, ALL IN SECTION 23, T12N, R11 EAST OF THE 6TH P.M. IN CASS COUNTY, NEBRASKA

To have and to hold the above described premises together with all tenements, hereditaments, appurtenances and reservations 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 seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; 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: July 6, 2001

Carl M. Schliefert
CARL M. SCHLIEFERT

Marilyn J. Schliefert
MARILYN J. SCHLIEFERT

Janet C. Schliefert
JANET C. SCHLIEFERT

Glen E. Schliefert by Carl Schliefert
GLEN E. SCHLIEFERT, BY AND THROUGH
CARL M. SCHLIEFERT, HIS ATTORNEY-IN-FACT

STATE OF NEBRASKA
COUNTY OF CASS

The foregoing instrument was acknowledged before me this 6th day of July, 2001 by CARL M. SCHLIEFERT AND MARILYN J. SCHLIEFERT, HUSBAND AND WIFE, JANET C. SCHLIEFERT, A SINGLE PERSON AND CARL M. SCHLIEFERT, ATTORNEY-IN-FACT FOR GLEN E. SCHLIEFERT, A MARRIED PERSON.

Wendy K. Walker
Notary Public

GENERAL NOTARY-State of Nebraska
WENDY K. WALKER
My Comm. Exp. Oct. 10, 2003