

A G R E E M E N T

GEORGE N. LEHN,

TO

ERVIN CLARK CONSTRUCTION COMPANY,

Filed this 14th day of May, 1956, at 9:25 A.M. in Book M, page 328.

Louis C. Farnberg  
County Clerk

This agreement is to supersede original lease dated July 21, 1953.

This agreement made in consideration of the mutual covenants contained herein, by and between George N. Lehn, party of the first part and Ervin Clark Construction Company, party of the second part.

A. First party agrees to lease exclusively to second party, for the purpose of quarrying rock and /or gravel,

the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) and Lot 7 known as the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) and all accretion thereto in Section 27, also South Half of the Southeast (S $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 28, Township 17, North, Range 13, East of the 6th P.M., Calhoun Township, Washington County, State of Nebraska, according to the following terms: Section 27 leased for Roadway and Dumping site only- s/G.W.L. D.M.C.

1. Second party will pay to first party semi-annually, 10c per ton for all rock removed from above described property.

2. Period of lease to be ten (10) years with option of second party to renew for additional ten (10) year periods provided second party shall notify first party on or before expiration date of 10 year lease periods. First lease period shall run from July 21, 1953 to July 21, 1963, inclusive.

3. Second party agrees to pay a minimum of \$10,000 for each lease period provided 100,000 ton of rock is removed or is available during each 10 year lease period. Minimum payment can be made at any time during ten year lease period and any royalty paid will apply as credit against this minimum.

4. Second party may do any acts necessary to open and operate a quarry and any overburden may be disposed of any where on the property but not closer than 200 feet to buildings, in all directions, unless otherwise approved by first party.

5. Second party may cancel lease at any time there is not sufficient rock available to operate profitable. If lease is cancelled second party will be liable for no more than \$1000.00 for each full year the lease has been in effect.

6. First Party will grant right of egress and ingress to second party to and from the Missouri River and any and all other roads that may be necessary.

SIGNED:

5-3-56. Date

George N. Lehn  
George N. Lehn, FIRST PARTY

Don M. Clark  
Partner, Ervin Clark Construction Co.,  
SECOND PARTY

STATE OF NEBRASKA )

DOUGLAS COUNTY )

SS:

On this 3rd day of May, A.D. 1956, before me, Dorothy L. Fritches, a Notary Public within and for said County personally came George N. Lehn and Don M. Clark, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

(NOTARIAL SEAL).

WITNESS my hand and seal this 3rd. day of May, 1956.

Dorothy L. Fritcher, Notary Public