

...to carry out all 3612¹/₂ conservation practice and agrees not to burn any stubble or stubble fields.

...party further agrees to pay one-third of expense of all diking and agrees that he will personally take care of all minor dike repairs as soon as weather and ground permit after ...

It is agreed between the parties hereto, that first parties are to have the use and pasturage of stalk and stubble fields west of the Big Papillion creek.

In case of death of either party this lease to terminate at end of farm year.

IN PRESENCE OF:

Christine S. Marth

Milton H. Fricke
 Verna M. Fricke
 First Parties
 Donald Blodgett
 Second Party

RUDOLPH DIVOKY & WIFE :
 TO :
 CHICAGO, BURLINGTON & QUINCY R. R. CO. :
 PERMIT #1.25 Pd. ----- ✓

Filed June 12, 1948, at 10 o'clock A.M.

Barry Water
 County Clerk

P E R M I T

June 4, 1948

Mr. C. C. Robnett, Ass't. Chief Engineer,
 Chicago, Burlington & Quincy Railroad Company,
 Lincoln 8, Nebraska.

Dear Sir:

This is to certify that we, Rudolph Divoky and Marie Divoky, husband and wife, are the owners of the lands both sides of and adjacent to the Chicago, Burlington & Quincy Railroad Company's right-of-way in the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 1, Township 13 North, Range 16, East of the 6th P.M., just south of Bellevue, Sarpy County, Nebraska; and we do hereby, jointly and severally, for and in consideration of the benefits which will accrue to our hereinabove described lands and the crops thereon, grant to the Chicago, Burlington & Quincy Railroad Company an easement of right to enter on our said lands for the purpose of constructing drainage ditch to and from its said culvert No. 5.91 located in the Northwest Quarter of the South East Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 1, 1.43 miles north of Pappio, Sarpy County, Nebraska, and in the future, if and when the Railroad Company deems it necessary or desirable, maintaining said ditch, and wasting the excavated material from said ditch along same.

We do hereby, jointly and severally, release the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, from any and all claims for damages by reason of the work on our hereinabove described lands covered by this permit.

We further, jointly and severally, agree that this permit shall run with the title to the hereinabove described lands and be binding upon our heirs and assigns.

Rudolph Divoky
 Marie Divoky

STATE OF NEBRASKA)
 COUNTY OF Sarpy) ss.

On this 4 day of June, 1948, before me a Notary Public duly commissioned and qualified for and in said County, personally came Rudolph ^{Divoky} and Marie Divoky, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 4 day of June, 1948.

CLARENCE C. OTTO NOTARIAL SEAL
 SARPY COUNTY, NEBRASKA *
 COMMISSION EXPIRES APRIL 6, 1952

Clarence C. Otto
 Notary Public

My commission expires Apr. 6-1952

ALLEN SEBEK & WIFE :
 TO :
 CHICAGO, BURLINGTON, & QUINCY R. R. CO. :
 PERMIT #1.25 Pd. ----- ✓

Filed June 12, 1948, at 10 o'clock A.M.

Barry Water
 County Clerk

P E R M I T

June 4, 1948

Mr. C. C. Robnett, Ass't. Chief Engineer,
 Chicago, Burlington & Quincy Railroad Company,
 Lincoln 8, Nebraska.

Dear Sir:

This is to certify that we, Allen Sebek and Cecilia Sebek, husband and wife are the owners of the lands both sides of and adjacent to the Chicago, Burlington & Quincy Railroad Company's right-of-way in the Southwest Quarter (SW1/4) of Section 1, Township 13 North, Range 13 East of the 6th P.M.; just south of Bellevue, Sarpy County, Nebraska; and we do hereby, jointly and severally, for and in consideration of the benefits which will accrue to our hereinabove described lands and the crops thereon, grant to the Chicago, Burlington & Quincy Railroad Company an easement of right to enter on our said lands for the purpose of constructing drainage ditch to and from its said culvert No. 5:91 located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of said Section 1, 1.43 miles north of Pappio, Sarpy County, Nebraska, and in the future, if and when the Railroad Company deems it necessary or desirable, maintaining said ditch, and wasting the excavated material from said ditch along same.

We do hereby, jointly and severally, release the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, from any and all claims for damage by reason of the work on our hereinabove described lands covered by this permit.

We further, jointly and severally, agree that this permit shall run with the title to the hereinabove described lands and be binding upon our heirs and assigns.

Allen Sebek
Cecilia Sebek

STATE OF NEBRASKA) ss.
COUNTY OF Sarpy)

On this 7th day of June, 1948, before me a Notary Public duly commissioned and qualified for and in said County, personally came Allen Sebek and Cecilia Sebek, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledge the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 7th day of June, 1948

BEN REGLER GENERAL NOTARY
STATE OF NEBRASKA

Ben ReGler
Notary Public

***** My commission expires Aug. 1950

FARM FERTILIZERS, INC. :
TO :
ST. PAUL TERMINAL WAREHOUSE CO. :
LEASE \$4.15 Pd. ----- ✓

Filed June 15, 1948, at 8 o'clock A.M.

Ben ReGler
County Clerk

LE A S E

THIS AGREEMENT, made this 31st day of December 1947, by and between FARM FERTILIZERS, INC., Omaha, Nebraska organized under the laws of the State of Delaware, hereinafter called the "Lessor" and ST. PAUL TERMINAL WAREHOUSE CO., of ST. PAUL, MINNESOTA, organized under the laws of the State of Minnesota, hereinafter called the "Lessee".

WITNESSETH:

WHEREAS, the "Lessor" is the owner of certain premises located at 13th and Chandler Road South of Omaha County of Sarpy State of Nebraska, more particularly described as follows:
See page 1A attached hereto.

PAGE 1A OF A LEASE BETWEEN FARM FERTILIZERS, INC., OMAHA, NEBRASKA, AND ST. PAUL TERMINAL WAREHOUSE COMPANY, ST. PAUL, MINNESOTA, DATED DECEMBER 31, 1947.

The entire steel frame metal clad building, general dimensions described as follows: Begining at the northeast corner of the building, proceed westerly along the north wall 128 feet; thence at right angles southerly along the west wall 64 feet; thence at right angles easterly along a corrugated steel wall 44 feet; thence at right angles southerly along a corrugated steel wall 60 feet; thence at right angles westerly along a corrugated steel wall 50 feet; thence at right angles southerly along a corrugated steel wall 40 feet; thence at right angles easterly along a corrugated steel wall 50 feet; thence at right angles southerly along a corrugated steel wall 60 feet; thence at right angles easterly along the South building wall 72 feet; thence at right angles northerly along a corrugated steel wall 160 feet; thence at right angles easterly along a corrugated steel wall 12 feet; thence at right angles northerly along a corrugated steel wall 64 feet to point of beginning, also

Tank No. 1: The vertical steel storage tank, dimensions 24 feet in diameter, 20 feet high, located along the west wall of the above described building, also

Tank No. 2: The horizontal steel storage tank, general dimensions 5 feet diameter, length 34 feet. The said tank is located along the west wall of the building described above and south of Tank No. 1 also