

HARLEY E. HANSON & W.F.  
TO  
LYMAN RICHEY SAND & GRAVEL CORP.  
Easement \$3.30 paid

Filed November 14, 1949 at 11:30 o'clock A.M.

*Regan Hester*  
County Clerk

EASEMENT

THIS AGREEMENT, made this 5th day of March, 1945, between HARLEY E. HANSON and his wife, DASIE D. HANSON, First Parties, and LYMAN RICHEY SAND AND GRAVEL CORPORATION, Second Party, is as follows, to-wit:

WHEREAS, First Parties own the fee simple title (free and clear of all encumbrances) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and Government Lot Three (3), all in Section 27, Township 13, Range 13, Sarpy County, Nebraska, and the Second Party owns lands adjoining said tract on the West of the above described land as well as on the East thereof, and

WHEREAS, the Second Party desires to obtain and the First Parties have agreed to grant a right-of-way to the Second Party over said First Parties' intervening land,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The First Parties in consideration of the covenants and agreements hereinafter made by the Second Party hereby covenant that said Second Party shall have the sole and exclusive easement for a right-of-way across the said First Parties' above described land, the exact extent and location of said easement and right-of-way being shown more in detail by blue print attached hereto and hereby made a part hereof, the said easement and right-of-way being fifty (50) feet wide and extending across the First Parties' above described land from east to west commencing approximately fifteen hundred (1500) feet south of the county road (connecting county highways No. 75 and that known as 36th Street) and running from said point westerly approximately at right angles to the east line of the first parties' above described land to the point of junction with the west line thereof.

2. The Second Party may use said easement and right-of-way for transportation by railroad truck or other vehicle of such product as it gets from its said adjoining land and as a means of ingress and egress to its lands located west of the First Parties' above tract.

3. As consideration for said easement and right-of-way the Second Party agrees to pay to the First Parties Four Hundred Dollars (\$400.00) per year so long as Second Party desires to use said easement and right-of-way; said payment shall be made on March 1st of each year commencing in 1945 and if in any year such payment is not made within ninety (90) days from March 1st thereof the Second Party shall have no further right to use said easement and right-of-way.

4. IT IS FURTHER AGREED that the First Parties' tenant will maintain the ditch along the private road near the west line of the First Parties' above described land except at the point where said easement and right-of-way crosses said ditch. The Second Party shall at its own sole cost and expense maintain (at the point of said crossing during the existence of this easement and right-of-way) a culvert or bridge of sufficient capacity to carry the water in said ditch but if, for any reason beyond the control of the Second Party, the culvert or bridge shall at any time prove to be insufficient for that purpose, the Second Party shall not be liable for failure to maintain adequate capacity of said culvert or bridge until after it has received due notice of said condition.

5. IT IS FURTHER AGREED that during the existence of said easement and right-of-way the Second Party shall maintain at its own sole cost and expense a suitable crossing for said easement and right-of-way over the private road hereinabove referred to.

6. IT IS FURTHER AGREED that the Second Party shall during the existence of said easement and right-of-way construct and maintain at its own sole cost and expense suitable gates at the east and west ends of the road over said easement and right-of-way, which gates the Second Party may keep open at all times except during the winter season when cattle are being run in either or both of the adjoining fields.

7. IT IS FURTHER AGREED that the First Parties shall give due notice of this easement and right-of-way to all tenants and other occupants of the lands over which said easement and right-of-way passes and shall make no lease for any of said lands except subject to said easement and right-of-way.

IN WITNESS WHEREOF, the Parties have hereto set their hands at Omaha, Nebraska on the day first hereinabove written.

Harley E. Hanson  
Dasie D. Hanson  
First Parties

LYMAN-RICHEY SAND & GRAVEL CORPORATION,  
By: Fred P. Curtis, President

ATTEST : J. R. Burke, Secretary

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LYMAN-RICHEY SAND & GRAVEL  
CORPORATION CORPORATE SEAL  
JANUARY 1935  
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# Miscellaneous Record No. 14

STATE OF NEBRASKA) ss.  
COUNTY OF CUSTER )

On this 8th day of March, 1945, before me, a notary public in and for said county, personally came the above named Harley E. Hanson and Dasie D. Hanson, First Parties named therein, who are personally known to me to be the identical persons whose names are affixed to the above easement and acknowledged the instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the date last aforesaid.

M. M. Bunyan  
Notary Public

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M. M. BUNYAN NOTARIAL SEAL  
CUSTER COUNTY, NEBRASKA  
COMMISSION EXPIRES OCT. 5, 1949  
\*\*\*\*\*

STATE OF NEBRASKA) ss.  
COUNTY OF DOUGLAS )

On this 5 day of March, 1945, before me, a Notary Public in and for said county, personally came the above named Fred P. Curtis, President of Lyman Richey Sand & Gravel Corporation, and J. R. Burke, Secretary of Lyman Richey Sand & Gravel Corporation, who are personally known to me to be the identical persons whose names are affixed to the above easement as President and Secretary of said corporation and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid.

Helen M. Bramel  
Notary Public

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HELEN M. BRAMEL NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA  
COMMISSION EXPIRES JULY 20, 1950  
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WILLIAM BECK & SON :  
TO  
COMMODITY CREDIT CORP. :  
Agreement \$2.00 paid : ^

Filed November 16, 1949, at 10:00 o'clock A. M.

Bruce Deter  
County Clerk

SE-37  
U. S. Department of Agriculture  
Production and Marketing Administration  
Commodity Credit Corporation

### SEVERANCE AGREEMENT (Farm Storage Program)

WHEREAS William F. Beck Sr. & Son of Springfield, County of Sarpy, State of Nebraska hereinafter called the "borrower", has applied to the Commodity Credit Corporation for a loan or for the guarantee of a loan for the purpose of purchasing and erecting or constructing the following storage structures to wit:

Type	Kind (Wood, Steel, etc.)	Capacity in Bushels
Egr Corn	Steel	1500 bu. ea. (3 bins)

on the following described real estate situated in the County of Sarpy, State of Nebraska; on the W 1/2 of the NE 1/4 of section 26 Township 13, Range 11 and whereas the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structure;

Now, Therefore, the parties hereto do covenant and agree that such structures and equipment:

1. shall remain severed from said real estate; and,
2. even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,
3. shall not be subject to the lien of any security transaction or instrument heretofore or hereafter arising against the structure or realty on which it is placed, until,
  - (a) the expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,
  - (b) until repayment of said loan.

William Beck and Son  
By William F. Beck, Sr.  
Borrower

\_\_\_\_\_  
Owner or Lienholder

Elizabeth Beck  
Borrower's Spouse

\_\_\_\_\_  
Owner or Lienholder

Rudolph Otte

Member, County Agricultural  
Conservation Committee

*[Faint notary seal and signature area]*