

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

Fern G. Wallace
Notary Public

FERN G. WALLACE NOTARY GENERAL *
STATE OF NEBRASKA *
COMMISSION EXPIRES OCT. 27, 1949 *

My commission expires: 10/27/49

HASTINGS COLLEGE :
TO :
LOUP RIVER PUBLIC POWER DIST. :
Basement Sl. 50 Pd. :
Form RW1-7-47

Filed July 16, 1948 at 1:30 o'clock P.M.

Bernice Helmer
County Clerk

Tract No. 23
TL Bellevue to So. Omaha Sub

RIGHT-OF WAY EASEMENT

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

A tract of land over and across Tax Lot 2C in Section Thirty-six, Township Fourteen North, Range Thirteen East (36-14N-13E) of the 6th P.M.

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

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

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

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

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

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

For Steel towers.....One Hundred and seventy-five Dollars Each.
The down payment of \$5.00 to be deducted therefrom.

It is further understood and agreed that the Loup River Public Power District contemplates the construction of another parallel high voltage transmission line in the future; said line and structures to be located South of the first line and structures, and within 100 feet thereof. In consideration of the increase payments made and to be made as herein provided over prices ordinarily paid for a single transmission line, an easement is hereby granted to said Loup River Public Power District for the construction of the said second parallel transmission line as above described, and the Loup River Public Power District agrees, at the time of the construction of said second transmission line, to pay to the Grantors or successors in title the additional sum of \$425.00 for two steel towers and trees that will necessarily have to be cut.

In the construction of the first line two steel towers are to be erected for which Grantor shall receive \$350.00, and for the trees that necessarily will have to be cut the sum of \$125.00, for a total of \$475.00. In the event the east tower should overlap onto adjoining alien property it shall not effect the settlement as specified herein.

Miscellaneous Record No. 13

district is to cut the trees into 16 foot lengths; also stack and burn brush. Grantor to retain ownership of logs..

It is understood that Grantor(s) will not receive electric service from this line.

In Presence of
F. L. Johnson, Secty.
Secretary, Board of Trustees

HASTINGS COLLEGE
By Ford McWhorter
Trustee

STATE OF NEBRASKA) ss.
Adams County)

ACKNOWLEDGMENT

I hereby certify that on this 24th day of October, A.D. 1947, before me, the undersigned, Notary Public in and for the said County and State aforesaid, came Ford McWhorter, Trustee of Hastings College, Hastings, Nebraska and P. L. Johnson, Secretary of the Board of Trustees of Hastings, Nebraska, his wife to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of same.

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

DEAN E. SHAFFER NOTARIAL SEAL
ADAMS COUNTY, NEBRASKA
COMMISSION EXPIRES AUG. 1951

Dean E. Shaffer
Notary Public

My commission expires: 9-10-51

LEE E. HUNTLEY
TO
WHOM IT MAY CONCERN
Affidavit \$.90 Pd. ✓

Filed July 19, 1948 at 10:30 o'clock A.M.

James D. [Signature]
County Clerk

AFFIDAVIT

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

LEE E. HUNTLEY being first duly sworn upon oath deposes and says that he received title to the following described real estate situated in Sarpy County, State of Nebraska and being legally described as follows:

Lot four (4) five (5), six (6) and nine (9) in block two hundred sixty-eight (268) in the City of Bellevue, together with vacated portions of streets, avenues, and alleys, as surveyed, platted and recorded, said title being recorded in Book 62, Page 679, of the records in the office of the County Clerk of Sarpy County, Nebraska, and that in said title his name was spelled L. E. Huntley and that in subsequent conveyances of the same property his name appeared variously as Lee Huntley, Lee E. Huntley and L. E. Huntley, which in each case is one and the same person regardless of discrepancies in the style of the name.

Further affiant sayth not.

Witness:

W. L. Cockrell

Lee E. Huntley

Subscribed and sworn to before me this 8th day of July, 1948.

W. L. Cockrell
Notary Public

W. L. COCKRELL NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES MAR. 15, 1954

My commission expires 3/15/54

MARY BOHAC
TO
DOROTHY MACEK
Lease \$1.15 Pd. ✓

Filed July 22, 1948 at 4 o'clock P.M.

James D. [Signature]
County Clerk

LEASE

THIS INDENTURE made this 26th day of May, 1947 by and between Mary Bohac hereinafter called the Lessor, and Dorothy Macek hereinafter called the Lessee WITNESSETH:

That in consideration for the sum of \$1.00 hereby acknowledged, the Lessor hereby lets and demises into said Lessee the following described real estate:

On the Lessor's farm in Sarpy County, State of Nebraska, known as the Sec. No. 28 Twp. 13 Range 13, Farm on the north bank of the Platte River, about one mile to one and a quarter miles west of the Plattsmouth Bridge on U. S. Highway #73-75, a piece of land agreed upon between the Lessor and the Lessee, extending for a distance of 400 feet along the southern boundary of said farm, which boundary is the Platte River; and thence northward for a distance of 100 feet being part of Tax Lots 5 and 11 in said section together with all tenements, hereditaments and appurtenances thereunto belonging, for the period of five years (5) from the first (1st) day of June, 1947 to the first (1st) day of June, 1952, with the option that the lease may be extended