



HOMESERVICES TITLE - WAHOO

A Berkshire Hathaway Affiliate

412 N Linden Street, Suite D
Wahoo, NE 68066
(402)443-1254 / (402)443-1261 fax

www.HSTitleNE.com

File No.: WT-2300096C

Deliver to:

Pathfinder Company
1416 E 23rd St
Fremont, NE 68025
Attn: Andrew Langemeier
Via Email: alangemeier@fnni.com

HomeServices Title - Wahoo
Closing Department
Attn: Anne Tweedy

Buyer: TBD
Seller: Christensen Corporation, a Nebraska corporation, successor by merger to Christensen Gravel Inc. as evidenced with the Nebraska Secretary of State filed November 27, 1974
Fillm Roll No. 90, Page 335

Enclosed you will find the Commitment issued by HomeServices Title - Wahoo and our Privacy Policy. If you have any questions concerning the Commitment, please don't hesitate to call us.

Thank You for Your Business

PRELIMINARY COMMITMENT FOR AUCTION

SHOWN AS TRACT 1 ON SALE BILL

NOTE: The County Treasurer shows the property address as NENW & Pt TL 103, 105 15-17-6, North Bend, NE 68649. HOMESERVICES TITLE - WAHOO DOES NOT CERTIFY THAT THIS IS THE CURRENT OR CORRECT ADDRESS FOR THIS PROPERTY.



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

HomeServices Title - Wahoo

Linda K. Little
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE A

File No.: WT-2300096C

1. Effective Date: August 11, 2023 at 08:00 AM
Revision Date:

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy (6-17-06)	Amount:	\$0.00
	Premium:	\$0.00

Proposed Insured:

TBD

(b) ALTA Loan Policy (2021)	Amount:	\$0.00
	Premium:	\$0.00
Closing Protection Letter	Charge:	\$25.00

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Christensen Corporation, a Nebraska corporation, successor by merger to Christensen Gravel Inc. as evidenced with the Nebraska Secretary of State filed November 27, 1974 Film Roll No. 90, Page 335

5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT A ATTACHED HERETO

EXHIBIT A

File No.: WT-2300096C

The land referred to in this Policy is described as follows:

Parcel A:

A parcel of land located in the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 6 East of the 6th P.M., Dodge County, Nebraska, being described as follows:
beginning at the Southwest Corner of said Section 10, thence N00°31'00"E (assumed bearing) on the West line of said Section 10, a distance of 664.61 feet; thence S88°59'14"E parallel with the South line of said West Half of the Southwest Quarter, a distance of 1311.78 feet to the East line of said West Half of the Southwest Quarter; thence S00°36'09"W on said East line, a distance of 664.61 feet to the Southeast Corner of said West Half of the Southwest Quarter; thence N88°59'14"W on said West line, a distance of 1310.78 feet to the point of beginning.

Parcel B:

A parcel of land located in the Northwest Quarter of Fractional Section 15, township 17 North, Range 6 East of the 6th P.M., Dodge County, Nebraska, being described as follows:
Beginning at the Northwest Corner of said Fractional Section 15, thence S88°56'14"E (assumed bearing) on the North line of said Northwest Quarter, a distance of 2621.56 feet to the Northeast Quarter of said northwest Quarter; thence S00°26'26"W on the East line of said Northwest Quarter, a distance of 1636.91 feet to the Southeast Corner of said Northwest Quarter; thence N88°26'27"W on the south line of said Northwest Quarter, a distance of 441.29 feet; thence N88°26'27"W continuing on said South line, a distance of 178.70 feet; thence N88°27'19"W continuing on said South line, a distance of 88.56 feet; thence N88°26'47"W continuing on said South line, a distance of 120.66 feet; thence N41°10'41", a distance of 78.66 feet; thence N16°29'49"W a distance of 63.20 feet to the Easterly line of a parcel of land described in instrument number 202205662; thence Northwesterly on said Easterly line the following 15 Courses; N54°35'42"E, 14.04 feet; N24°37'23"W, 47.19 feet; N16°19'232"W, 289.21 feet; M18°44'56"W, 344.61 feet; N23°59'35"W, 91.28 feet; N60°10'10"W, 179.05 feet; N47°10'04"W, 188.96 feet; N43°00'30"W 501.44 feet; N38°09'43"W, 166.97 feet; N30°02'23"W, 91.03 feet; N19°15'15"W, 114.23 feet to the West line of said Northwest Quarter; thence N00°46'02"E on said West line, a distance of 388.67 feet to the point of beginning.

SCHEDULE B-I ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **A VERBAL UPDATE IS REQUIRED PRIOR TO CLOSING TO DETECT ANY MATTERS APPEARING OF RECORD AFTER THE EFFECTIVE DATE OF THIS COMMITMENT AND PRIOR TO THE CLOSING DATE. RECORDING GAP COVERAGE BETWEEN THE DATE OF CLOSING AND THE DATE OF RECORDING THE INSURED DOCUMENTS WILL BE PROVIDED ON FILES THAT ARE CLOSED BY THE TITLE COMPANY.
IF A FILE IS TO BE INSURED BUT NOT CLOSED BY THE TITLE COMPANY, RECORDING GAP COVERAGE THROUGH THE DATE OF RECORDING IS AVAILABLE BY PURCHASING A GAP ENDORSEMENT TO THE POLICY(IES). PLEASE CONTACT THE TITLE COMPANY FOR ADDITIONAL REQUIREMENTS AND FEES PRIOR TO CLOSING.**
6. Execution by Seller/Owner of Affidavit and Indemnification.
7. The Company must be provided a Corporate Resolution from Christensen Gravel, Inc. authorizing the purchase/sale of the subject property and setting forth those officers of the corporation authorized to execute closing documents.
8. The company has been informed that a 1969 Safeway manufactured home is currently on the property. This manufactured home has not been affixed to the property. The Christensen Corporation has the title for this home and ownership of the home will be transferred to the new owners as personal property with the title will be transferred to the new owners.
9. Warranty Deed executed by Christensen Corporation, a Nebraska corporation, successor by merger to Christensen Gravel Inc. as evidenced with the Nebraska Secretary of State filed November 27, 1974 Fillm Roll No. 90, Page 335, -to- Christensen Corporation.
10. The company reserves the right to make further requirements upon being informed as to the name of the buyers.

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SCHEDULE B-II ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Standard Exceptions

2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

3. No coverage is provided for special assessments not levied and certified to the office of the City and/or County Treasurer.
4. KEY NO. 270093576. (Taxes are also assessed on additional property in Property in Section 10) 2022 taxes \$4,024.00 plus North Bend Drainage \$8.82 - Less Tax Credit \$415.86 = \$3,616.96, and prior years, PAID.

5. KEY NO. 270093373. (Section 15) 2022 taxes \$4,405.42 + North Bend Drainage \$11.76 - Less Exempt \$460.10 = \$3,957.08, and prior years, PAID.

Any right of North Bend Drainage District as evidenced by the assessment shown above.

6. Terms and provisions of Right of Way Deed recorded March 27, 1937 in Book 74 at page 186. in the office of the Register of Deeds of Dodge County, Nebraska. (Parcel Section 15)
7. Terms and restrictions of ingress and egress contained in Warranty Deed recorded August 19, 1963 in Book 135 at Page 157. (Parcel in Section 10)
8. Terms and Conditions of Right of Way Lease recorded June 20, 1966 in Book 2 at page 99. (Parcel

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SCHEDULE B-II

(Continued)

Section 10)

9. Terms and provisions of Easement for utility Service recorded August 16, 1971 in Book 6 at page 329. in the office of the Register of Deeds of Dodge County, Nebraska. (Parcel Section 15) Note: Location undefined in filed Section)
10. Affidavit recorded December 20, 2012 as Inst. No.201206964 regard there being no record of oil or gas production in the Parcel (Parcel Section 15)
11. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Nebraska, the County of Dodge and the public, over the Platte River and its shore lands extending to the ordinary high-water line thereof and which may be exercised without obligation for compensation to the riparian owner.
12. No title will be insured to any land comprising artificial accretions or fills; nor any land lying below the meander low-water mark of the Platte River.
13. Changes in the land due to accretions, avulsions, or the meanderings of the Platte River.
14. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of the water of the Platte River, without diminution or pollution.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

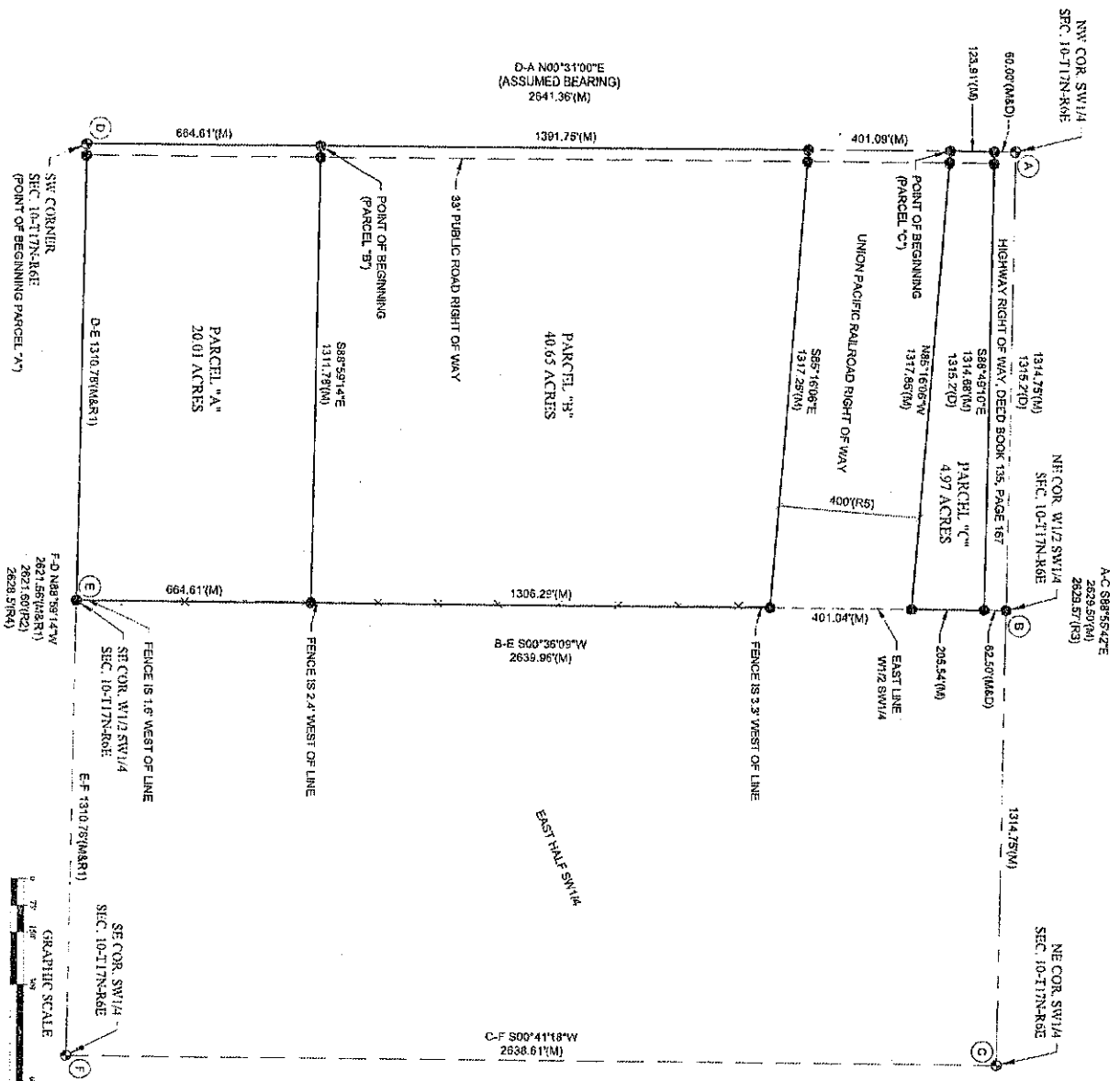
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



FILE NAME
SY20110A.dwg
FIELD BLM/A
DODGE CO. #332
FIELD CREEK
MSA/RE/F
SY20110A.dwg
2013-144

DATE
120750



201206964

Carol Givens
Carol Givens

Filed:

December 20, 2012 11:32:00 AM

Register of Deeds
DODGE COUNTY, NE

Fee \$11.50

Return To:
Dodge County Title & Escrow Co, LLC
549 N Main St
Fremont, NE 68025
120750

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING INFO

STATE OF NEBRASKA

OIL AND GAS CONSERVATION COMMISSION

PO BOX 399
SIDNEY, NEBRASKA 69162-0399
(308) 254-6919
Fax (308) 254-6922
www.nogcc.ne.gov

JAMES R. GOHL
COMMISSIONER

TIM WISTROM
COMMISSIONER

THOMAS M. SONNTAG
COMMISSIONER

WILLIAM H. SYDOW
DIRECTOR

STATE OF NEBRASKA)
) ss.
COUNTY OF CHEYENNE)

A F F I D A V I T

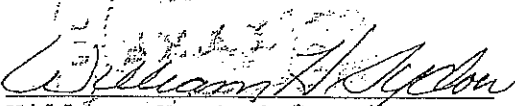
Affiant, being first duly sworn upon oath, deposes and states that he is the Director of the Nebraska Oil and Gas Conservation Commission, and hereby certifies that, in said capacity, he has reviewed and examined the records of the Nebraska Oil and Gas Conservation Commission as they relate to the following-described lands:

T. 17 N., R. 6 E., Dodge County, Nebraska
Sections 14, 15, 24: All

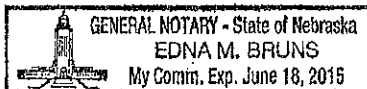
Affiant further states that there has been no production on the above-described lands.

Affiant further states that there are no approved drilling permits outstanding on any part of the above-described lands.

Further, Affiant sayeth not.


William H. Sydow, Director

Subscribed in my presence and sworn to before me this 7th day of November 2012.




Notary Public

EASENETH

THIS INDENTURE, made this 21 day of May, 1977, between

hereinafter referred to as Grantee, and GRAMA PUBLIC POWER DISTRICT, a public corporation, and Farmers Telephone Company a corporation, hereinafter collectively referred to as Grantees.

WITNESSETH: _____

THAT WHEREAS, Grantor is in the process of constructing and developing a cabin ^{comp} ~~PROJECT~~ project located upon the following described real estate, to-wit:

Part of the North One-half (½) of Section Fifteen (15), Township Seventeen (17) North, Range Six (6), East of the 6th P.M., Dodge County, Nebraska.

to which it holds fee simple title, and since it is not intended to dedicate any streets, alleys, or public ways for public use, an easement is required over said real estate in favor of Grantees so that Grantees may construct and operate electric and telephone installations necessary to supply such services to this project.

NOW THEREFORE, in consideration of the Grantees installing said utilities to serve the said project, the Grantor does hereby grant to the Grantees, their successors and assigns, permanent licenses, easements and rights of way to erect, lay, maintain, operate, repair, relay and remove, at any time, service line, wires, cables, crossarms, guys and anchors and other instrumentalities and to extend thereon cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the improvements on the above described real estate, on, over, through, under and across, and at all times to enter upon, for said purposes, all of the above described real estate, excepting those portions thereof which will be occupied by apartment structures and/or garages; ~~and~~ (the terms apartment house structures shall not include adjacent walks, driveways, parking areas or streets).

TO HAVE AND TO HOLD said easement and right of way under said Grantees, their successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantees in the possession and use thereof herein granted.

The Grantor and Grantees further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows;

1. Grantor, its successors or assigns, agreed that it will at no time erect, construct, use or place on or below the surface of said land under which any such utility installations or facilities associated therewith are constructed, any building, structure, or pipeline, except walks, streets, parking areas or driveways, and that it will not permit anyone else to do so.

2. Grantees agreed to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.

It is mutually agreed by and between the parties that Grantees may extend any ~~contracted hereunder~~ from which service to said project is accomplished.

3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor or made necessary by a change of its development and construction of the project shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs on construction, surveys, recording and legal fees and other costs incurred.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

XXXXXX

By Alex H. Legge
Alex Legge

By _____



FARMERS TELEPHONE COMPANY

By Bruce S. Fell
Manager



OMAHA PUBLIC POWER DISTRICT

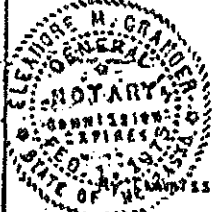
By William D. [unclear]
Assistant General Manager

STATE OF Nebraska
COUNTY OF Madison ss.

On this 21 day of May, 1971, before me the undersigned, a Notary Public in and for said County personally came Alex H. Legge

~~known to me~~ and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed.

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



Clarence M. Granger
Notary Public
commission expires the 1st day of February, 1973.

Deed Record, No. 74

LEFEBURE-CORPORATION-Cedar Rapids-Iowa-137432

✓ - R I G H T O F W A Y D E E D - 4

John F. Jackerott, unmarried. }

Filed for record on the 27th day of March, A.D.,

To }

1937, at 10:05 o'clock A. M.

Cotterell Diking Drainage District }

O. BYRON COPPER, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS: That we, John F. Jackerott, unmarried, for and in consideration of One Hundred Forty-three and 65/100 - DOLLARS in hand paid, do hereby grant, bargain, sell and convey unto COTTERELL DIKING DRAINAGE DISTRICT, of Dodge County, Nebraska, for its diking district purposes only a right of way eighty-five feet in width in the southwesterly portion of the northwest quarter of the northwest quarter of section fifteen, township seventeen, range six in Dodge county, Nebraska, as the dike of grantee is now surveyed, staked and located, and running from the northwest to the southeast, the said tract commencing at the southwest toe of the dike as constructed and extending northeasterly eighty-five feet, together with any and all desired access thereto from a public highway by said drainage district, its agents, contractors, representatives and employees across other portions of the land of grantors. Said land to be used perpetually according to the present or future plans of said drainage district for diking purposes.

In Presence Of:

John F. Jackerott

L. D. Spalding

 { REVENUE STAMP 50¢ CANCELLED }
 { J. F. J. - 3-27-37 - }
STATE OF NEBRASKA, }
WASHINGTON COUNTY } SS.

On this 26th day of March, 1937, before me a Notary Public in and for said county, personally appeared John F. Jackerott, unmarried, to me known to be the identical person whose name is affixed to the above right of way deed as grantor, and he acknowledged the instrument to be his voluntary act and deed for the purpose herein stated.

WITNESS my hand and notarial seal the day and year last above written.

 { L. D. SPALDING - NOTARIAL SEAL - COMMISSION EXPIRES }
 { NOV. 6, 1941 - WASHINGTON COUNTY, NEBRASKA - - - - }

 L. D. Spalding
 NOTARY PUBLIC.

KNOW ALL MEN BY THESE PRESENTS:

THAT We, Paul Christensen and Marcella Christensen, husband and wife

of the County of Dodge and State of Nebraska for and in consideration of the sum of - - - - - Three Hundred Eighty-one and 80/100 - - - (\$381.80) - - - DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA the following described real estate situated in Dodge County, and State of Nebraska, to-wit:

A tract of land located in the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 6 East of the 6th P.M., Dodge County, Nebraska, described as follows:

Beginning at the west quarter corner of said Section 10; thence easterly on the North line of the West Half of the Southwest Quarter of said Section 10 a distance of 1,315.2 feet to the northeast corner of said West Half of the Southwest Quarter; thence southerly on the East line of said West Half of the Southwest Quarter a distance of 62.5 feet; thence westerly a distance of 1,315.2 feet to a point on the West line of said West Half of the Southwest Quarter; thence northerly on said West line a distance of 60.0 feet to the point of beginning, containing 1.85 acres, more or less, which includes 1.02 acres, more or less, previously occupied as a public highway, the remaining 0.83 acre, more or less, being the additional acreage hereby secured.

There will be no ingress or egress over the above described tract onto the remaining land of the grantor in said West Half of the Southwest Quarter, except over the existing public road along the West line of said West Half of the Southwest Quarter.



TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging, unto the said The State of Nebraska and to its successors and assigns forever.

And I do hereby covenant with the said Grantee and with its successors and assigns that I am lawfully seized of said premises; that they are free from encumbrance

that I have good right and lawful authority to sell the same; and I do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Marcella Christensen

hereby relinquishes all

her rights of every name and kind

in and to the above described premises.

Signed this

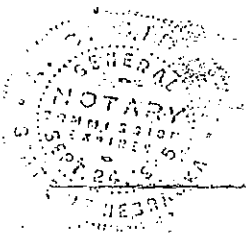
15 day of July

A.D. 1963

In Presence of

X Paul Christensen
X Marcella Christensen

STATE OF Nebr
Dodge County } ss.



On this 15 day of July, A.D. 1963, before me, the undersigned A.C. Sidner
 a Notary Public, duly commissioned and qualified for and residing in said county,
 personally came.....

Paul Christensen and Marcella Christensen,
husband and wife
 to me known to be the identical persons..... whose names..... are.....
 affixed to the foregoing instrument as grantor..... and acknowledged the same to be
 their..... voluntary act and deed.

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

A.C. Sidner Notary Public
 My Commission expires the 24 day of Sept, 1965

STATE OF
 County } ss.

On this..... day of....., A.D. 19....., before me, the undersigned.....
 a Notary Public, duly commissioned and qualified for and residing in said county,
 personally came.....

to me known to be the identical person..... whose name.....
 affixed to the foregoing instrument as grantor..... and acknowledged the same to be
 voluntary act and deed.

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

..... Notary Public
 My Commission expires the..... day of....., 19.....

RECEIVED

JUL 17 1963

R.O.W. DIVISION

Project F-309(E) and F-218L

Indexed General
 Compared Paged

WARRANTY DEED

Paul Christensen
Marcella Christensen

TO

The State of Nebraska

STATE OF NEBRASKA } ss.
Dodge County

Entered in Numerical Index and filed for record
 in the office of the Register of Deeds of said
 County, the 19th day of August, 1963,
 at 1 o'clock and 52 minutes A.M., and
 duly recorded in Book 135 of

Deeds on page 157
Kitty A. Parsh Register of Deeds.
Hannah Lawrence Deputy.

INDEXED
 GRANTOR
 GRANTEE
 REGISTER
 COMPARED
 PAGED

13540 25 53

DUPLICATE ORIGINAL - RAILROAD COPY

FORM 5385-A

4-24-12

File No. Div. No. Land Dept. No. M. 58230

RIGHT OF WAY LEASE

UNION PACIFIC RAILROAD COMPANY (hereinafter called "Lessor") hereby leases to
PAUL CHRISTENSEN, 1445 North Eye Street (abutting land owner)
of Fremont Dodge County Nebraska
(hereinafter called "Lessee"), for a period of twenty years from January 17
1966 (unless sooner terminated in accordance with the terms hereof) a portion of its 400 foot right of way
in Dodge County Nebraska, to be used for agricultural purposes only,
described as follows:

All that part of the right of way of the Lessor in the Northwest Quarter
of the Southwest Quarter (NW1/4SW1/4) of Section Ten (10), Township Seventeen (17) North,
Range Six (6) East of the Sixth Principal Meridian, which is included between lines
drawn parallel with and distant respectively fifty (50) feet and two hundred (200)
feet on the northerly side and sixty-three (63) feet and two hundred (200) feet on
the southerly side when measured at right angles from the center line of the Original
Main Track of the Lessor as Originally constructed and operated over and across said
Section Ten (10).

The leasehold estate hereby granted shall run with the title to the abutting land situated in
Dodge County Nebraska and described as follows:
The Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Ten (10),
Township Seventeen (17) North, Range Six (6) East of the Sixth Principal Meridian.

36667

FORM 528C-A

B. T.

Should the title of this leasehold at any time during its life become severed from the title to the abutting land, then this lease shall become ipso facto null and void. Any sale or conveyance of such abutting land shall carry with it said leasehold estate and the purchaser or grantee shall become bound by the terms hereof as fully as the original Lessee. The Lessee is also to notify the Lessor of any transfer of the title of the abutting property owned by the Lessee.

As a consideration for this lease the Lessee is to pay in advance to the Lessor One Dollar per annum, to pay all taxes and assessments levied upon the leased premises during the continuance of this lease not including taxes or assessments levied against the leased premises as a component part of the railroad property of Lessor in the state as a whole, to plow and maintain upon the outer boundary of Lessor's 400 foot right of way, or as near thereto as practicable, a fireguard at least six feet wide, to keep the leased premises free from combustible material, to plant no trees or shrubbery, and to erect no structures thereon, to put nothing upon the leased premises which might obstruct or interfere with the view, to close safely and securely, immediately after using, any gate, opening or bars in the fences of the Lessor which the Lessee may have acquired, or during the term hereof may acquire, the right to use, and not to use any such gate, opening or bars which the Lessee may not have acquired the right to use. Lessor reserves the right to take temporary or permanent possession of all or any portion of the leased premises whenever their use may become necessary or expedient in the judgment of the Lessor, for railroad purposes, including the location of public or private warehouses, elevators, or other industries with the design to facilitate and promote traffic, or for, or in connection with, drilling for or mining of oil, gas, coal or other minerals of whatsoever nature upon or underlying the surface of the leased premises by the Lessor or by others with its permission.

This lease is subject to all outstanding superior rights, including those in favor of telegraph and telephone companies and for public highway purposes. If by reason of a line change or otherwise, the title of the Lessor shall cease before the expiration of the term above provided as to the whole or any part of the leased premises, or if the leasing of the above described premises is held to be, or should become, inconsistent with the law of the land, or if the whole or any part of the leased premises is required by or taken by action of any governmental authority or body for any street or highway or other public use, this lease and all rights, privileges and obligations hereby granted or imposed shall forthwith cease and terminate, in whole or in part as the case may be, without prejudice to any right of either or both parties hereto, in the situation last mentioned, to make claim against such governmental authority or body. The Lessee shall have the right to cancel this lease at any time upon 20 days' written notice.

This lease is to become null and void upon the failure of Lessee to keep any of the conditions hereof and is not to be assigned without the written consent of the Lessor. The Lessee will surrender peaceable possession of said premises at the expiration or termination of this lease.

It is understood that all covenants and agreements herein recited are made by the parties hereto for, and shall be binding upon themselves and their heirs, executors, administrators, successors and assigns.

Witness my hand and seal this 14th day of March, 1966

By [Signature] UNION PACIFIC RAILROAD COMPANY
[Signature] Vice President
[Signature] Assistant Secretary (Seal)

The foregoing lease is accepted upon the terms therein stated on this 14th day of March, 1966.

Witness

[Signature] (Israel Cronin)
[Signature] (Paul Christensen) Lessee

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 27th day of June 1946, before me a Notary Public in and for said County, personally appeared E. J. Melia

to me personally known to be the identical person whose name is signed to the foregoing instrument as Vice President of Union Pacific Railroad Company, a corporation, who being by me duly sworn, did say that he is the Vice President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority duly conferred according to law and said E. J. Melia

acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at on the date last aforesaid



E. J. Melia
Notary Public

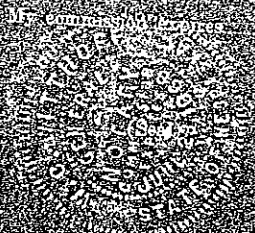
STATE OF Nebraska

COUNTY OF Bridge

On this 14th day of March 1946, before me a Notary Public in and for said County, personally appeared the above named Paul Christensen

who is personally known to me to be the identical person whose name subscribed to the foregoing instrument as Lessee, and then and there acknowledged the execution of said instrument to be voluntary act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Nebraska Lincoln on the date last aforesaid



W. C. Mithoff
Notary Public
(W. C. Mithoff)

Approved as to form

APPROVED

[Signature]
Attorney

[Signature]
General Manager of Properties

APPROVED

[Signature]
For General Manager

Approved as to execution

[Signature]
Attorney

RIGHT OF WAY LEASE

Union Pacific Railroad Company

STATE OF NEBRASKA
DODGE COUNTY
Filed for record on this 20th day of
June A. D. 1966 at 11:02
o'clock A. M. and recorded in Book 8
of Maps from 29
[Signature]
Plat 131, 2nd

By 25
Fees \$ 6

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED