

Brook Valley Business Park

~~TEMPORARY~~

TA-98869

12-11827

TA 39289 L17, 16, 22+23

12386 L+ 28, 30, 31, 33

TA 35182 - L's 28A, 30, 31, 33

36480 L43 + 44

TA 53637 - L53

39310 S157 L13 (13A)

TA 54772 X1 (Replot 1)

~~47203~~ L6  
~~48287~~ L43A

TA 54859 L45

~~47263~~ Lot 43A

12-114444 L47

~~47116~~ L42A

12-115888 - L2 Repl  
OLB + 28A1

~~471382~~ L46

12-116583 L1 Repl

~~47173~~ 33C + OLB

~~47114~~ 28A1

~~47115~~ 28A

~~47116~~ 28A + 33

~~47117~~ 28A

The T-File;  
26804 +  
26615  
+ worksheet  
Goes back to subject  
per message

TA-26615

TA-26804

TA-35182 - L28A, 30, 31 & 33

TA-47616 L28A, 33

TA-48156 - L28A & 33

11/08/2002 10:46 FAX 14024714429

NEBRASKA UCC

007/007

**Form 10916(c)**  
Rev. 10-2000 59561

Department of the Treasury - Internal Revenue Service  
**Withdrawal of Filed Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA  
Lien Unit Phone: (414) 297-3211

Serial Number  
390254635

I certify that the following named taxpayer has met one or more of the elements of the Internal Revenue Code (IRC) section 6323(d). The Internal Revenue Service therefore withdraws the Notice of Federal Tax Lien for these taxes and additions. The withdrawal of this notice of lien does not affect the statutory lien provided by IRC section 6321; it simply relinquishes any lien priority obtained by the Internal Revenue Service when the notice was filed. The proper official, in the office where the Notice of Federal Tax Lien was filed on March 18, 2002 is authorized to update the records to show the withdrawal of the notice of lien for these taxes and additions.

Name of Taxpayer **PRIME REALTY INC, a Corporation**

Residence **5606 PINE ST  
OMAHA, NE 68106-2211**

COURT RECORDING INFORMATION:  
Liber Page ECC No Serial No.  
n/a n/a 9902202258-0

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941 *****	06/30/2001 *****	47-0738804 *****	09/17/2001 *****	10/17/2011 *****	16831.40 *****

Counter W  
Verify W  
D.E. W  
Proof D  
Fee \$ 3.00  
 Cash  Chg SDS

Place of Filing Register of Deeds Sarpy County Papillion, NE 68046	Total \$ 16831.40
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This notice was prepared and signed at MILWAUKEE, WI, on this,

the 31st day of October, 2002.

Signature <u>Maria Novak</u>	Title Compliance Technical Support Manager
---------------------------------	---

Cat. No. 24586T Part 1 - Recording Office Form **10916(c)** (Rev. 10-2000)

44771

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2002-44771  
NOV-6 A 10:35 AM  
PRIME REALTY INC, A CORPORATION  
5606 PINE ST  
OMAHA, NE 68106-2211  
FILED: 11/06/2002 08:31 AM



MISSOURI PLANNING RECORD NO. 7.

Indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easment or otherwise over and across all of the intervening property, commencing from Center section 17-14-12 and ending at East line section 13-14-12 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 28th day of August, 1929.

ATTORNEY:

S.E. Schweitzer. #Nebraska Power Company Seal 1917. #  
Secretary

NEBRASKA POWER COMPANY  
By Roy Jaffe  
Assistant General Manager.

WITNESSES:

Frank Graham Engineers Approval E.R. Smith

Emma D. Sinner  
Conrad C. Sinner  
Grantor

E.R. Anderson  
STATE OF NEBRASKA ) ss.  
COUNTY OF SARVY )

On this 28th day of August, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Emma D. Sinner and Conrad C. Sinner, wife and husband personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.  
#E.R. Anderson General Notary Public  
#Commission Expires Mar. 9, 1934 Douglas #  
#County, Nebraska #

E.R. Anderson  
General Notary Public

# My Commission expires on the 9th day of March, 1934.

HENRY J. PASE & WIFE  
to  
NEBRASKA POWER COMPANY  
Contract \$1.50 pd.

Filed Dec. 5, 1929, 2 o'clock P.M.

County Clerk.

CONTRACT

File No.-----

This indenture made this 23rd day of August, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Henry J. Pase and Dora C. Pase, husband and wife of the County of Sarvy State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$135.00, as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarvy County, State of Nebraska, to wit: South Half of Northwest Quarter (S4 of NE4) Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) east of 6th Em.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the north and south center line and the east and west center line of said section 17 aforementioned, this making one pole five feet west of and one pole five feet east of the north and south center line of said section, and one pole five feet north of and one pole five feet south of the east and west center line of said section 17.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property and the property



of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit:-----

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervenient property, commencing from Center section 17-14-12 and ending at last line section 13-14-12 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the company to the Grantor on or before the date of the commencement of the construction of the company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 3rd day of August, 1929.

WITNESST:  
S.E. Schweitzer  
Secretary

WITNESSES:  
Jos. L. Strawn  
STATE OF NEBRASKA  
COUNTY OF SARAY ) ss.

Engineers Approval G.L. Smith

Henry J. Jase  
Dora C. Jase  
Grantor

On this 3rd day of August, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Henry J. Jase and Dora C. Jase husband and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.  
# # # # # Jos. L. Strawn  
# # # # # Notary Public  
# # # # # My Commission expires on the 31st day of Dec. 1930.

CHARLES HAGEDORN & WIFE :  
: \$0  
NEBRASKA POWER CO. :  
Contract #1.65 pd. :

Filed Dec. 5, 1929, 2 o'clock P.M.

*[Signature]*  
County Clerk.

CONTRACT

File No.-----

This instrument made this 3th day of September, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Charles Hagedorn and Lydia Hagedorn, husband and wife of the County of Saunders State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of a sum to make a total of \$20.00 each, for each and every pole set on the hereinafter described property, said sum to be paid by the Company as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Saray County, State of Nebraska, to-wit: North Half of the Southwest Quarter (Kfofskt) Section Seven (17), and North Half of the Southwest Quarter (Kfofskt) and Northwest Quarter of the Southwest Quarter (Kfofskt)

MISCELLANEOUS RECORD NO. 7.

Section Sixteen (15), all being in Township Fourteen (14) North, Range Twelve (12) east of the 6th PL.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the east and west center lines of the aforementioned sections 16 & 17, this making one pole five feet north of and one pole five feet south of the said east and west center lines of the said sections 16 & 17.

The grantor does hereby further grant unto the Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property and the property the grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on their side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed in the following manner, to wit:-----

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the grantor and the Company agrees to indemnify and save harmless the grantor from any and all damage and loss arising or occurring any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing from Center section 17-14-12 and ending at east line section 13-14-12 so as to construct its lines, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further advance indicated. The initial sum paid, however, is to be the property of the grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the grantor or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 6th day of September, 1929.

WITNESSES: Frank Graham, E.R. Anderson, A.T. C. KERASKA ) ss. CITY OF SAUNDERS) ss. Nebraska Power Company Seal 1917. By Roy Page, Assistant General Manager, Charles Hagedorn, Lydia Hagedorn, Grantor

On this 9th day of September, 1929, before me the undersigned, a notary public in and for the County and State, personally appeared Charles Hagedorn and Lydia Hagedorn, husband and wife personally to me known to be the identical persons who signed the foregoing instrument as grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written. E.R. Anderson, Notary Public, My Commission expires on the 9th day of March, 1934.

49-496

STATEMENT OF SANITARY & IMPROVEMENT DISTRICT # 59  
OF SARPY COUNTY PURSUANT TO SEC. 31-764, R.R.S., 1943

1. This statement is filed for and on behalf of Sanitary & Improvement District #59 of Sarpy County, Nebraska.

2. The outer boundaries of the District are:

The West One Half of the Northwest Quarter of Section 16 except the South 186.5 Feet of the West 222.0 Feet thereof; and that part of the Southeast Quarter of Section 17 lying Northerly of the Burlington Northern Railroad Right of Way and the Northeast Quarter of Section 17 all in Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

3. The purposes of the District shall be to acquire, install, repair, maintain, renew and to replace a sanitary and storm sewer system, a water system, a system of public roads, streets and highways; contract for water and fire protection, and for resale to residents of the District, to contract for electricity for street lighting for the public streets and highways within the District and to acquire, improve and operate public parks, playgrounds and recreational facilities.

4. This District has the power to levy an unlimited property tax to pay its debt and its expenses of operation and maintenance.

5. This District is required to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by the District.

6. The annual budget of the District is filed with the County Clerk, which budget shows the anticipated mill levy and indebtedness of the District.

FILED FOR RECORD 1-12-76 AT 8:00 P.M. IN BOOK

PAGE 496

FILED FOR RECORD 1-12-76 AT 8:00 P.M. IN BOOK

49

OF

RECORD # 58003

REGISTRAR OF DEEDS, SARPY COUNTY, NEB.

1300

See # 58003

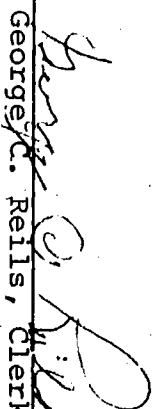
44-498

7. The actual current mill Levy amount of the District may be obtained from the County Clerk of Sarpy County.

8. A copy of the annual financial audit of the District is on file with the Clerk of the District at 1202 Douglas Street, Omaha, Douglas County, Nebraska 68102, and the Auditor of Public Accounts.

Dated August 10, 1976.

Signed:



George C. Reils, Clerk  
Of Sanitary & Improvement District  
#59 of Sarpy County, Nebraska  
1202 Douglas Street  
Omaha, Douglas County, Nebraska

MISCELLANEOUS RECORD No. 7.

STATE OF NEBRASKA,  
COUNTY OF SARGEY )

On this 23<sup>rd</sup> day of August, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Andrew H. Fricks personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.  
WITNESSE my hand and notarial seal the date above written.

*Andrew H. Fricks*  
*Notary Public*

K.H. Stomer  
Justice of the Peace  
My Commission expires on the 4<sup>th</sup> day of January, 1931

IDA L. AULIN, formerly Clarke & hus.:  
to  
NEBRASKA POWER COMPANY :  
Contract #1.50 pd. ✓ :

Filed Dec. 5, 1929, 2 o'clock P.M.

*De L. Stomer*  
County Clerk.

CONTRACT

File No. ....

This indenture made this 19th day of September, 1929, by and between A. J. Clark, Edward Clarke, a corporation hereinafter called "The Company" and Ida L. Aulin (formerly Clarke) and Victor L. Aulin, her husband of the County of SARGEY State of Nebraska, hereinafter called "Grantors"; WITNESSETH That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$35.00, as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sargey County, State of Nebraska, to wit: North West Quarter of North East Quarter (NE/4 of NE/4) Section Seventeen (17), Township Fourteen (14) North Range Twelve (12) east of 6th PM.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 40 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the north and south center line of said section 17 aforementioned, this making one pole five feet west of and one pole five feet east of said north and south center line of said section 17.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: .....

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or resulting to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing from North line section 32-15-12 and ending at Center section 17-14-12 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereat, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this consent shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the company's transmission lines, poles, wires, guys, supports and other fixtures and appliances at the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 19th day of September, 1929.

MISCELLANEOUS RECORD No. 7.

ATTENT: ##### NEBRASKA POWER COMPANY  
 S.E. Schweitzer #Nebraska Power Company Seal 1917 # BY Roy Zare  
 Secretary # # # # # Assistant General Manager.  
 WITNESSES: Engineers Approval: F.E. Smith  
 Ida M. Aulin (Formerly Clarke)  
 Victor L. Aulin,  
 Grantor.

STATE (F Colorado) ss.  
 COUNTY (F Denver) ss.

On this 19th day of September, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Ida E. Aulin (Formerly Clarke) & Victor L. Aulin, her husband personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.  
 Elsie Laver  
 Notary Public  
 # County of Denver, Colc. # My Commission expires on the 12nd day of October, 1930.  
 #####

GUSTAVE D. HIRSHLER, Adm.:  
 to :  
 NEBRASKA POWER COMPANY :  
 Contract 1.50 nd. :

Filed Dec. 5, 1929, 2 o'clock P.M.  
*Victor L. Aulin*  
 County Clerk.

CONTRACT  
 This indenture made this 18th day of October, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Gustave D. Hibbeler, Administrator of the estate of Heinrich Gerhard Hibbeler, deceased, of the County of Douglas State of Nebraska, hereinafter called "Grantor":

Witnesseth That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$115.00, as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby Grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege and convey unto authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit: South half of Northeast Quarter (Section 14), and also southeast quarter of Northeast Quarter (Section 14) being in Section Sixteen (16), Township Fourteen (14) North, Range Twelve (12) east of the 1st P.M.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the east and west center line of section 16 aforementioned, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 16.

The Grantor does hereby further Grant unto the Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further Grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit:-----

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing from north line section 32-15-12 and ending at center section 17-14-12 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall

MISCELLANEOUS RECORD No. 10

ANNA C. ROHWER  
TO  
AMERICAN TELEPHONE & TELEGRAPH  
CO.  
Rel. of Rt. of Way, etc. \$ .90 Pd. :

Filed October 3, 1940, at 11 o'clock A.M.

FORM 4008  
5-40

County Clerk

RELEASE OF RIGHT OF WAY AND EASEMENT FROM MORTGAGE

Received of American Telephone and Telegraph Company of Nebraska One Dollar (\$1.00), in consideration of which the undersigned, owner and holder of a mortgage recorded in Book 47 Page 127 of the mortgage records of the County of Sarpy, and State of Nebraska, covering premises situated in Section 32 of Twp. 14NRIIE, County of Sarpy and State of Nebraska hereby releases and relinquishes unto American Telephone and Telegraph Company of Nebraska, its associated and allied companies, its and their respective successors and assigns, the right of way and easement acquired under a grant executed by Glenn John Ehlers also known as Glen John Ehlers dated the 26th day of September, 1940, from all lien and claim under the said mortgage.

Signed and sealed this 26th day of September, 1940, at Gretna, Nebraska.  
Witness: John R. Whitmore

Anna C. Rohwer (Seal)  
Anna K. Rohwer (Seal)

STATE OF NEBRASKA )  
Sarpy County )

On this 26th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Anna C. Rohwer also known as Anna K. Rohwer, a single woman, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

Witness my hand and Seal the day and year last above written.  
\*\*\*\*\*

W. A. Snare Notary Public.

W. A. SNARE NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES JAN. 15, 1942  
\*\*\*\*\*

My commission expires January 15th 1942.

IDA MATILDA AULIN & SS.  
FO  
AMERICAN TEL. & TELEGRAPH CO.  
Easement \$1.20 Pd.

Filed October 9, 1940, at 9 o'clock A.M.

County Clerk

E4595U  
2-40

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in NE 1/4 sec. 17, Township 14N, R12E, County of Sarpy, and State of Nebraska, including the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 30th day of September, 1940, at 1219-14th st., Denver, Colo.  
Witness: A. A. Sargent  
Ann D. Steele

Ida Matilda Aulin (Seal)  
Victor L. Aulin (Seal)  
(Seal)  
(Seal)

STATE OF Colorado )  
City and County of Denver ) ss.  
On this 30th day of September, 1940, before me, the undersigned Ann D. Steele, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Ida Matilda Aulin and Victor L. Aulin, her husband, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed. Witness my hand and Seal the day and year last above written.



MISCELLANEOUS RECORD No. 10

Ann D. Steble Notary Public  
CITY & COUNTY OF DEKALB, IOWA

My commission expires: April 14, 1941.

RUDOLPH HEUM & WF.

Filed October 9, 1940, at 9 o'clock A.M.

AMERICAN TEL. & TELEGRAPH CO.

County Clerk

Basement \$1.20 P.L.

H459SU

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five & no/100

Dollars, in consideration of which the undersigned hereby Grant and convey unto said Company, its assigns and all its successors, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantee may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have an interest in Section 25, Township 14N11E, County of DeKalb, and State of Nebraska more particularly described as the SW 1/4 of said section, including the following tract: Of in excess and beyond the rights herein granted to the undersigned to and from said strip for the purpose of erecting over and across the lands of the place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip and to permit in said strip the erection of poles, circuits and appurtenances of any other company, the properly boundary of said one rod strip shall be a line parallel to and three feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no signature shall be essential for the construction and maintenance of the aforesaid systems.

Signed and sealed this 4th day of October, 1940, at 2219 Anderson St., Omaha, Nebraska.

Witness: John R. Whitmore \* Notary Public \* Rudolph Biun (Seal)  
Kate Kaplan \* \$ .55 SERIES 1940 R. B. 10-40 \* Maggie Biun (Seal)

STATE OF NEBRASKA ) SS. Douglas County )  
On this 4th day of October, 1940, before me, the undersigned Kate Kaplan, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Rudolph Biun and Maggie Biun, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as Grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.  
KATE KAPLAN Notary Public.  
DOUGLAS COUNTY, NEBRASKA \* My commission expires: September 16th 1945.  
COMMISSION EXPIRES SEPT. 16, 1945 \*  
\*\*\*\*\*

ALBERT A. PELING & WF.  
TO  
AMERICAN TEL. & TELEGRAPH CO.  
Basement \$1.25 Pd.  
H459SU

Filed October 9, 1940, at 9 o'clock A.M.  
County Clerk

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five & no/100 Dollars, in consideration of which the undersigned hereby Grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantee may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters and markers, and other appurtenances, upon over and under a strip of land one rod wide across the land



CIEM HELBUSCH & WF.

Filed October 9, 1940, at 9 o'clock A.M.

AMERICAN TEL. & TELEGRAPH CO. : :  
Easement \$1.20 Pd. : :  
H459SU  
3-40

*Edith Lantrée*  
County Clerk

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables and wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters, and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 15, Township 14N11E, County of Sarpy, and State of Nebraska, more particularly described as the South 85 1/2 acres of the SE 1/4 of said section, including the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 1st day of October, 1940, at Papillion, Nebraska.

Witness: John R. Whitmore  
W. A. Snare  
Clem Helbusch (Seal)  
Matilda K. Helbusch (Seal)

STATE OF NEBRASKA )  
Sarpy County ) SS.  
On this 1st day of October, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Clem Helbusch and Matilda K. Helbusch, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.  
W. A. Snare Notary Public.

My commission expires: January 15th 1942.

\*\*\*\*\*  
W. A. SNARE NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 15, 1942 \*  
\*\*\*\*\*

EDITH LANTRÉE, TRUSTEE : :  
TO : :  
AMERICAN TEL. & TELEGRAPH CO. : :  
Rel. of Rt. of Way, etc. \$ .90 Pd. : :  
FORM HOORR 5-40

*Edith Lantrée*  
County Clerk

Filed October 9, 1940, at 9 o'clock A.M.

RELEASE OF RIGHT OF WAY AND EASEMENT FROM MORTGAGE

Received of American Telephone & Telegraph Company of Nebraska One Dollar (\$1.00), in consideration of which the undersigned, owner and holder of a mortgage recorded in Book 46 Page 117 of the mortgage records of the County of Sarpy, and State of Nebraska, covering premises situated in sec. 17 of twp. 14N. R 12 E., County of Sarpy and State of Nebraska hereby releases and quit-claims unto American Telephone & Telegraph Company of Nebraska, its associated and allied companies, its and their respective successors and assigns, the right of way and easement acquired under a grant executed by Ida Matilda Aulin and Victor L. Aulin dated the 30th day of September, 1940, from all 11en and claim under the said mortgage.

Signed and sealed this 2nd day of October, 1940, at Papillion, Nebraska.  
Witness: C. R. Caley  
George Kloock  
STATE OF NEBRASKA )  
Sarpy County ) ss.  
Edith Lantrée (Seal)  
As trustee of the estate of (Seal)  
Margaret B. Trumble, deceased.

On this 2nd day of October, 1940, before me, the undersigned C. R. Caley, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Edith Lantrée, trustee of the estate of Margaret B. Trumble, deceased, to me known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be her voluntary act and deed as trustee of the estate of Margaret B. Trumble, deceased.

Witness my hand and Seal the day and year last above written.

C. R. Caley Notary Public.

My commission expires August 20, 1946

C. R. CALLEY NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES AUG. 20, 1946

FRED J. LIENEMANN

Filed October 9, 1940, at 9 o'clock A.M.

AMERICAN TEL. & TELEGRAPH CO.

County Clerk

*Paul D. [Signature]*

Rel. of Rt. of Way, etc. \$ .90 Pd.

FORN HOOPER

RELEASE OF RIGHT OF WAY AND EASEMENT FROM MORTGAGE

Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA One Dollar (\$1.00), in consideration of which the undersigned, owner and holder of a mortgage recorded in Book 36 Page 642 of the mortgage records of the County of Sarpy, and State of Nebraska, covering premises situated in Section 13 of Twp. 14N11E, County of Sarpy and State of Nebraska hereby releases and relinquishes unto American Telephone and Telegraph Company of Nebraska, its associated and allied companies, its and their respective successors and assigns, the right of way and easement acquired under a grant executed by Matilda K. Hellbusch and Clem Hellbusch dated the 1st day of October, 1940, from all lien and claim under the said mortgage.

Signed and sealed this 1st day of October, 1940, at Papillion, Nebraska.

Witness: John R. Whitmore

Fred J. Lienemann

(Seal)  
(Seal)

W. A. Snare

STATE OF NEBRASKA ) ss.  
Sarpy County )

On this 1st day of October, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Fred J. Lienemann, a bachelor, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and Seal the day and year last above written.

W. A. Snare Notary Public.

W. A. SNARE NOTARIAL SEAL

My commission expires January 15th, 1942.

SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 15, 1942 \*  
\*\*\*\*\*

JOSEPH WERNER

Filed October 11, 1940, at 3.30 o'clock P.M.

TO :  
FED. FARM MORTGAGE CORP. :  
Easement \$1.40 Pd. :

*Paul D. [Signature]*

County Clerk

EASEMENT

This indenture, made this 7th day of August, A. D. 1940, between Joseph Werner, husband of Jessie Bernice Z. Werner, of the County of Douglas and State of Nebraska, party of the first part, and Federal Farm Mortgage Corporation, Washington, D. C. party of the second part, WITNESSETH, that the said party of the first part in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, convey and confirm to the said party of the second part, and to his heirs, devisees or assigns an easement for roadway purposes over the following described real estate in the County of Sarpy and State of Nebraska, to-wit:

A roadway easement 16 feet in width along the South line of the S.E. of N.E. in Sec. 29, Twp. 14, R. 13, from the East boundary line of the land of Jedediah M. Gates to State Highway No. 31, said roadway easement strip being more particularly described as commencing at the S.W. corner of the S.E. of N.E. in Sec. 29, Twp. 14, R. 13, thence East along the South line of the said S.E. of N.E. in Sec. 29, 1171.7 feet to a fence line, thence Northeasterly along said fence line 340 feet to West margin of State Highway No. 31 at point 61.7 feet North of the N.W. corner of concrete wing of bridge on said State Highway, thence North 16 feet, thence Southwesterly 340 feet to a point 16 feet North and 1171.7 feet East of the S.W. corner of the S.E. of N.E. of said Sec. 29, thence West 1171.7 feet in a line parallel to the South line of said 40-acre tract to the West line of same, thence South 16 feet to place of beginning;

MISCELLANEOUS RECORD No. 10

365

\*\*\*\*\*  
W. A. SNARE NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 15, 1942 \*  
\*\*\*\*\*

W. A. Snare Notary Public  
My commission expires: January 15th 1942.

JAY B. WALNWRIGHT & WF.  
TO  
AMERICAN TELEPHONE & TEL. CO. :  
Easement \$1.20 Pd. :  
H459SU  
3-40

Filed November 4, 1940, at 8 o'clock A.M.  
*James A. ...*  
County Clerk

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in R<sup>y</sup> W<sup>y</sup> Sec. 15, Township 13 N R-10-E, County of Sarpy, and State of Nebraska, including the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned of on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.  
Signed and sealed this 28th day of September, 1940, at Gretna, Nebraska.  
Witness: W. A. Snare  
C. I. Prather

Jay B. Walnwright (Seal)  
Irene Walnwright (Seal)  
STATE OF NEBRASKA ) SS.  
Sarpy County ) (Seal)

On this 28th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Jay B. Walnwright and Irene Walnwright, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.  
Witness my hand and Seal the day and year last above written.  
W. A. Snare Notary Public.  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 15, 1942 \*  
\*\*\*\*\*  
My commission expires: January 15th, 1942.

Completed Nov 13-583

99-36272

FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
 99-036272 Counter Doc  
 1999 DE -2 PM 2:23D.E. Verify WJ  
 Proof AK  
 Fee \$ 5750  
 REGISTER OF DEEDS  Cash  Chg

*RHL*  
 AFTER RECORDING RETURN TO:  
 CROKER HUCK KASHER DEWITT ANDERSON  
 & GONDERINGER, P.C.  
 2120 SOUTH 72 STREET, SUITE 1250  
 OMAHA NE 68124-2356

STATEMENT REGARDING  
 SANITARY AND IMPROVEMENT DISTRICT NO. 59  
 OF SARPY COUNTY, NEBRASKA

1. Names of Current Board of Trustees:

Chairman/Trustee	Ronald K. Parks
Clerk/Trustee	William J. Wiedemeyer
Trustee	James V. McCart
Trustee	Roger Lindsey
Trustee	Thomas M. Vaghy

2. Name of:

Attorney: Robert J. Huck  
 CROKER, HUCK, KASHER, DEWITT, ANDERSON & GONDERINGER, P. C.  
 Accountant: Dutton & Associates, P. C.  
 Fiscal Agent: Ameritas Investment Corp.

3. The undersigned hereby acknowledges that the warrant and bonded indebtedness of this District, as hereinafter stated, has been determined as of June 30, 1999, to-wit:

General Fund Warrants	\$973
Construction Fund Warrants	\$2,973,220
Bonds	\$2,850,000

4. Current Tax Levy: Levy  
 (Cents per \$100 of Valuation)

(a) Bond Tax Levy	44.0000 Cents
(b) Bond/Construction Fund)	
Operating Levy	8.4999 Cents
(General Fund)	
TOTAL:	52.4999 Cents

DATED: November 23, 1999.

*William J. Wiedemeyer*  
 William J. Wiedemeyer, Clerk  
 Sanitary and Improvement District  
 No. 59 of Sarpy County, Nebraska

54961

036272

92-15651

7:2992  
FILED SANDY  
INSTRUMENT NUMBER  
92-015651

92 AUG -3 PM 3:01

REGISTER OF DEEDS

Proof	_____
DE	_____
Verify	_____
Filled	_____
Checked	_____
File #	2202

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is dated as of the 31st day of July, 1992, by UNITED-A.G. COOPERATIVE, INC., a Nebraska corporation ("Assignor"), to FIRST NATIONAL BANK OF OMAHA, a national banking association, and its successors and assigns ("Assignee").

PRELIMINARY STATEMENT

Assignor has, concurrently with the execution hereof, secured a loan from Assignee in the amount of \$1,950,000.00, evidenced by that certain Promissory Note dated of even date herewith (the "Note") executed by Assignor in favor of Assignee and bearing interest and being payable as provided therein. The payment and performance of Assignor's obligations under the Note will be secured, in part, by that certain Deed of Trust, Security Agreement and Assignment of Rents dated of even date herewith (the "Mortgage") between Assignor and Assignee encumbering the real property described on Exhibits "A" and "B" hereto (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Definitions. Capitalized terms used herein shall have the respective meanings given them in the Mortgage, unless otherwise defined herein.

2. Assignment; Certain Rights of Assignor. To further secure the prompt payment and performance of each obligation secured by the Mortgage (the "Secured Obligations"), Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor's estate, right, title and interest in, to and under all leases, whether existing on the date hereof or hereafter entered into (including any extensions, modifications or amendments thereto) relating to the Real Property (the "Leases"), together with all rights, powers, privileges, options and other benefits of Assignor as the lessor under the Leases regarding the current tenants and any future tenants, and all the rents, revenues, profits and income from the Mortgaged Property (as defined in the Mortgage), including those now due, past due or to become due. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, at the option of Assignee at any time and from time to time, to take possession and control of the Mortgaged Property, pursuant to Assignor's rights as lessor under the Leases, and to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Assignor or Assignee, for all of the rents, revenues, profits and income thereof. It is intended by Assignor and Assignee that this Assignment constitutes an absolute assignment and not merely an assignment for additional security. The consideration received by Assignor to execute and deliver this Assignment and the liens and security interests created herein is legally sufficient and will provide a direct economic benefit to Assignor.

(a) Notwithstanding the foregoing, however, so long as no Event of Default (as defined in Paragraph 4 below) has occurred,

015651

92-15650C

DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is made as of the 31st day of July, 1992, by and among UNITED-A.G. COOPERATIVE, INC., a Nebraska corporation ("Trustor"), whose address is 4228 South 72nd Street, Omaha, Nebraska 68127; FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Beneficiary"), whose address is One First National Center, Omaha, Nebraska 68102; and FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Trustee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged:

I. Trustor hereby irrevocably warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of the following-described estate, property and interest of Trustor now or hereafter acquired, together with all cash and non-cash proceeds thereof, which may be referred to herein collectively as the "Real Property":

LAND, RENTS AND DERIVATIVE INTERESTS

A. The "Property," being the real property located in the:

(i) City of Omaha, County of Douglas, State of Nebraska, described on Exhibit "A" attached hereto and by this reference incorporated herein ("Douglas County, Nebraska Property"); and

(ii) County of Sarpy, Nebraska, described on Exhibit "B" attached hereto and by this reference incorporated herein ("Sarpy County, Nebraska Property"),

together with all rents, issues, profits, royalties, income and other benefits derived from the Real Property (collectively the "rents"); all estate, right, title and interest of Trustor in and to all leases or subleases covering the Real Property, or any portion thereof, now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; any greater estate in the Real Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Real Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property;

IMPROVEMENTS

B. Any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");



36-535-

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, we, the Lessors, hereby assign all our right, title and interest unto JÜRGEN C. PAHL and MABLE PAHL, husband and wife, as joint tenants with right of survivorship, and not as tenants in common, their assigns, or the heirs and assigns of the survivor of them, in and to the attached lease, wherein we are the Lessors and the United States of America Postal Department is the Lessee and which was executed on the 28th day of October, 1963, and has an expiration date of October 14, 1973, and which concerns the following described real estate located in Sarpy County, Nebraska, said real estate being more particularly described as follows:

All that certain room providing approximately 3,052 square feet net interior space on the first floor, plus canopied mailing apron providing approximately 120 square feet plus exclusive use of paved open area for parking and maneuvering at rear of building providing approximately 4,066 square feet of space plus approximately 953 square feet of landscaped area of the one story masonry building situated on the Southeast corner of 2nd and Adams Street on the West 124 feet of Lot 8, Block 17, original town of Papillion, Sarpy County, Nebraska.

Said lease is recorded in Miscellaneous Book 32, Page 484 of the Records of Sarpy County, Nebraska.

Dated this 14th day of May, 1969.

*Leo J. Dworak*  
Leo J. Dworak, Assignor

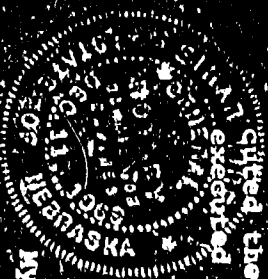
*Bertha A. Dworak*  
Bertha A. Dworak, Assignor

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

)  
sg.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of May, 1969, personally appeared Leo J. Dworak and Bertha A. Dworak, husband and wife, the Assignors, to me known to be the identical persons who executed the foregoing Assignment and acknowledged that they executed the same as their voluntary act and deed.

*Leo J. Dworak*  
Notary Public



My commission expires

December 11, 1969.

FILED FOR RECORD IN SARPY COUNTY NEBR. May 20 1969 AT 9 O'CLOCK P.M.

AND RECORDED IN BOOK # of the Page 535 Miscellaneous REGISTER OF DEEDS

6173

MISCELLANEOUS RECORD NO. 7,

indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, eminent or otherwise grant and across all of the intervening property, commencing from Center section 17-14-12 and ending at last line section 18-14-12, so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice it willing from the Company to the Grantor this contract shall become void and of no effect and the Company shall be relieved from the payment of the further sum above indicated. The following sum will be obtained all of the right of way between the Grantor. It is agreed that the Company shall be able to obtain all of the right of way between the points herein indicated, but the further sum payable hereunder shall be null and void if the Company to the Grantor or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 18th day of August, 1929.

ATTEST:

S.W. Schweitzer.

Nebraska Power Company Seal 1917. #

By Roy Pate

Secretary

#####

Assistant General Manager.

WITNESSES:

Frank Graham

Engineers Approval F.L. Smith

Emma D. Sinner  
Conrad C. Sinner  
Grantor

STATE OF NEBRASKA) ss.  
COUNTY OF SARPY )

On this 28th day of August, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Emma D. Sinner and Conrad C. Sinner, wife and husband personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

E.H. Anderson

General Notary Public

E.H. Anderson General Notarial Seal Com- #

Commission Expires Mar. 9, 1934 Douglas #

County, Nebraska. #

HERBERT C. FASE & WIFE

to

NEBRASKA POWER CO.

Contract \$1.50 pd.

Filed Dec. 5, 1929, 2 o'clock P.M.

County Clerk.

CONTRACT

File No.-----

This indenture made this 23rd day of August, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Henry J. Fase and Dora C. Fase, husband and wife of the County of Sarpy State of Nebraska, hereinafter called "Grantors":

WITNESSETH: That for and in consideration of the sum of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$135.00, as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey, unto the Company, its lessees, successors and assigns, the perpetual right, privilege easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit: South Half of Northeast Quarter (Shot No.) Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) east of 6th E.M.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 60 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the north and south center line and the east and west center line of said section 17 aforementioned, this making one pole five feet west of and one pole five feet east of the north and south center line of said section, and one pole five feet north of and one pole five feet south of the east and west center line of said section 17.

The Grantor does hereby grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property



# MISCELLANEOUS RECORD No. 7.

of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines and breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit:-----  
The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company arising or indemnify and save harmless the Grantor from any and all damage and losses arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing from Center section 17-14-12 and ending at East line section 13-14-12 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 3rd day of August, 1929.

WITNESSES:  
S. E. Schweitzer  
Secretary

#####  
#Nebraska Power Company Seal 1917. #  
#####

JOSEPH E. STRAWN  
STATE OF NEBRASKA)  
County of Sarpy )  
S. E. Schweitzer )  
Secretary )

Henry J. Fase  
Dora C. Fase  
Grantor

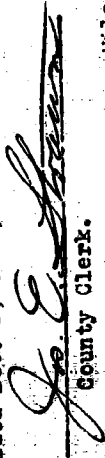
On this 23rd day of August, 1929, before me the undersigned, a notary public in and for Sarpy County and State, personally appeared Henry J. Fase and Dora C. Fase husband and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Joseph E. Strawn  
Notary Public

My Commission Expires on the 5th day of 1931

STRAWN, H A G E D O R N & W I L L I A M S  
SARPY POWER CO.

Filed Dec. 5, 1929, 2 o'clock P.M.



County Clerk.

CONTRACT

File No.-----

On the 23rd day of August, 1929, before me the undersigned, a notary public in and for Sarpy County and State, personally appeared Henry J. Fase and Dora C. Fase husband and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed. The said instrument is a contract between the said Henry J. Fase and Dora C. Fase and the Nebraska Power Company, a corporation organized under the laws of the State of Nebraska, and Charles Hagedorn, husband of Emma Hagedorn, and Lydia Hagedorn, his wife, all of Sarpy County, Nebraska, hereinafter called "Grantor". The said contract is for the purchase of a sum to make a total of \$20.00 each, for each and every acre of land owned by the Grantor, and the further payment of the same to be made by the Grantor to the Nebraska Power Company, a corporation organized under the laws of the State of Nebraska, and Charles Hagedorn, his wife, all of Sarpy County, Nebraska, hereinafter called "Grantee". The said contract is for the purchase of a sum to make a total of \$20.00 each, for each and every acre of land owned by the Grantor, and the further payment of the same to be made by the Grantor to the Nebraska Power Company, a corporation organized under the laws of the State of Nebraska, and Charles Hagedorn, his wife, all of Sarpy County, Nebraska, hereinafter called "Grantee". The said contract is for the purchase of a sum to make a total of \$20.00 each, for each and every acre of land owned by the Grantor, and the further payment of the same to be made by the Grantor to the Nebraska Power Company, a corporation organized under the laws of the State of Nebraska, and Charles Hagedorn, his wife, all of Sarpy County, Nebraska, hereinafter called "Grantee".

36-536

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

In the Matter of the Petition of Sanitary and Improvement District No. 124 of Douglas County, Nebraska, to acquire an easement across lands in Sarpy County, Nebraska, by eminent domain for the purpose of sanitary outlet sewer line.

SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, a Public Corporation,

Complainer,

VS.

JOE F. NEUVIRTH, EMELIE F. NEUVIRTH; THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a Corporation; FRED H. PETERS, ANNIE PETERS; FRANKLIN PETERS, ARLENE E. PETERS; E. A. BRICKER, JAMES C. WALLACE, BERTHIE H. WALLACE;

Defendants.

RETURN OF APPRAISERS

DOC. No.

PAGE

TO THE HONORABLE ON WILLE ENTENMAN, COUNTY JUDGE:

We, the undersigned appraisers, do hereby certify that under and by virtue of an Order of Appointment of Appraisers duly served on us by W. A. Wallace Sheriff or Deputy Sheriff of Sarpy County, Nebraska, on the 22nd day of May, 1956, and after having taken

notice of the said order, we did carefully inspect and view the property of the complainer, to-wit: land therein, and did hear all proper testimony and evidence in the amount of damages sustained by the complainer, and we hereby certify that the amount of damages sustained by the complainer is nothing.

Witness our hands and seals this 22nd day of May, 1956.

Record No. 11  
 SECOND OWNERS: Joe F. Newfirm and Gladie P. Newfirm, husband and wife.  
 The Prudential Insurance Company of America.

Description of Parcel: Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska.

Description of Easement: A 20-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at a point which is the Southeast corner of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska; thence, North 89° 47' 30" West (assumed bearing) a distance of 367.15 feet; thence, North 53° 42' 15" West, a distance of 1903.74 feet to the point of beginning; thence, North 52° 47' 19" East, a distance of 350.00 feet; thence, North 39° 14' 54" East, a distance of 300 feet; thence, North 9° 23' 08" West, a distance of 650.00 feet; thence, North 38° 29' 45" West a distance of 351.40 feet; thence, North 16° 22' 08" West a distance of 158.73 feet to a point on the North line of the Southeast Quarter of said Section 17-14-12, Sarpy County, Nebraska.

an 80-foot wide temporary construction easement the westerly boundary of which lies 30 feet westerly of and parallel to the above described line, and the easterly boundary of which lies 50 feet easterly of and parallel to the above described line.

Parcel No. 2  
 RECORD OWNERS:  
 Tenants: Eradiah Peters and Arlene Peters,  
 as joint tenants,

Description of Parcel: South Half of Northeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska.

Description of Easement: A 20-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:  
 Commencing at a point which is the East Quarter corner of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska; thence, North 77° 41' 37" West, a distance of 158.73 feet; thence, North 13° 22' 08" West, a distance of 158.73 feet; thence, North 13° 22' 08" West, a distance of 158.73 feet; thence, North 13° 22' 08" West, a distance of 158.73 feet; thence, North 13° 22' 08" West, a distance of 158.73 feet; thence, North 13° 22' 08" West, a distance of 158.73 feet.

Parcel No. 3

RECORD OWNERS:

E. A. Fricke  
James C. Wallace and Dorothy H. Wallace

Description of

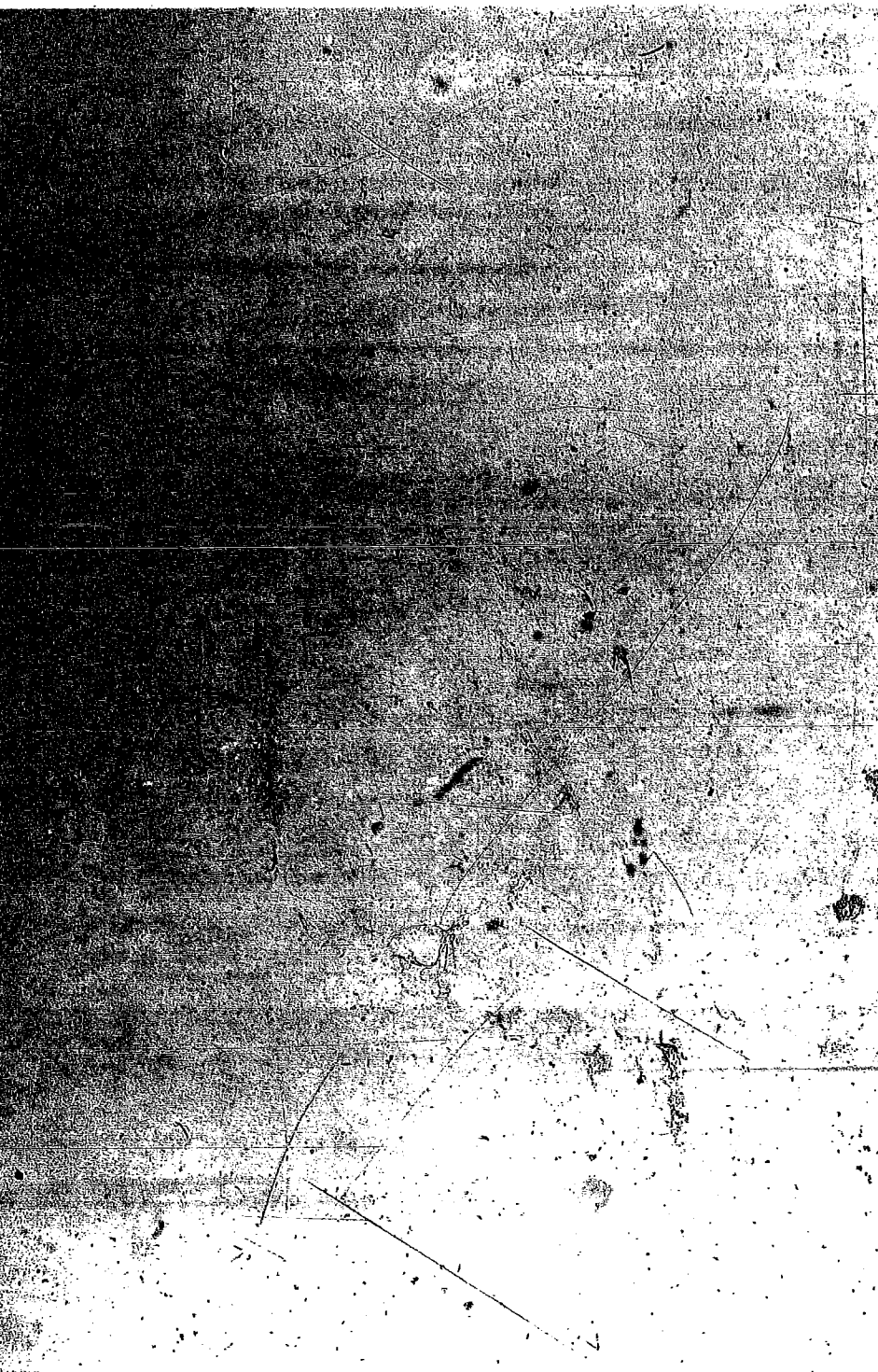
Parcel:  
North Half, Northeast Quarter of Section 17,  
Township 14 North, Range 12 East of the 6th  
P. M., Sarpy County, Nebraska,

Description of

Easement:  
A 20-foot wide permanent sanitary sewer easement  
centered about a line more particularly described  
as follows:

Commencing at a point which is the Northwest corner of the Northeast  
Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M.,  
Sarpy County, Nebraska; thence, South 89° 40' 30" East (assumed bearing)  
a distance of 485.20 feet to the point of beginning; thence, South 4° 42' 05"  
West, a distance of 34.89 feet; thence, South 5° 44' 20" West a distance of  
450.00 feet; thence, South 3° 11' 05" East, a distance of 450.0 feet; thence,  
South 7° 01' 12" East to a point on the South line of the Northwest Quarter  
of the Northeast Quarter of said Section 17-14-12, Sarpy County, Nebraska,  
and

a 20-foot wide temporary construction easement the westerly boundary of  
which lies 30 feet westerly of and parallel to the above described line, and  
the easterly boundary of which lies 50 feet easterly of and parallel to the  
above described line.





NOW, THEREFORE, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for the sanitary sewer purposes of Sanitary and Improvement District No. 124 of Douglas County, Nebraska, in the amount of:

To: Joe F. Neuwirth and Emmelle F. Neuwirth, husband and wife, as joint tenants,	\$ 2561 46
The Prudential Insurance Company of America, a corporation,	\$ —
Fréd H. Peters and Annie Peters, husband and wife, as joint tenants,	\$ 1833 49
Franklin Peters and Arlene Peters, tenants,	\$ 113 45
E. A. Fricks	\$ 1860 12
James C. Wallace and Dorothy H. Wallace, tenants,	\$ 185 25

All of which is respectfully submitted.

DATED this 19th day of May, 1966.

*Richard Wallace*

*James C. Wallace*

*Joseph E. Tennant*

Subscribed and sworn to before me this 19th day of May, 1966.

SEAL

*Joseph E. Tennant*  
County Judge

**DISCLAIMER AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a corporation, and successor to NEBRASKA POWER COMPANY, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of an easement over, upon, along and above the following described property:

The South One-Half of the Northeast Quarter (S $\frac{1}{2}$ , NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy County, Nebraska

FILED FOR RECORD 3-31-78 BY 2:50 P.M. ST AT Lincoln, Neb.  
FILED FOR RECORD 3-25-78 BY Carl R. Hillen REGISTER OF DEEDS, SARPY COUNTY, NEB.

said easement dated August 23, 1929, and filed for record December 5, 1929 in Book 7 of Miscellaneous Records at Page 216, in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 24th day of March,

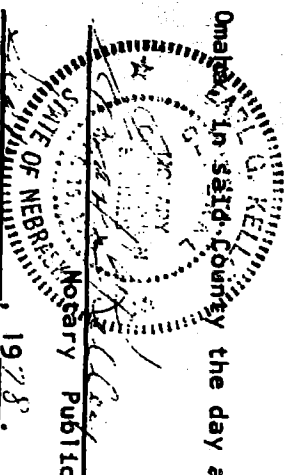
*[Signature]*  
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT  
*[Signature]*  
Group Manager

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 24th day of March, 1978, before me the undersigned, a Notary Public in and for said County personally came Heald C. Shelle, Group Manager of Omaha Public Power District, (a corporation), to me personally known to be the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS, my hand and Notarial Seal at Omaha, Neb. in said County the day and year last above written.



My Commission expires on the 24th day of March, 1978.

02466

**DISCLAIMER AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a corporation, and successor to NEBRASKA POWER COMPANY, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of an easement over, upon, along and above the following described property:

The South One-Half of the Northeast Quarter (S $\frac{1}{2}$ , NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpay County, Nebraska

RECORDED 4-13-78 AT 9:40 A.M. BOOK 51 OF Deeds 325  
PAGE 263 Paul R. Hillstedt REGISTER OF DEEDS, SARPAY COUNTY, NEB.

said easement dated August 23, 1929, and filed for record December 5, 1929 in Book 7 of Miscellaneous Records at Page 216, in the office of the Register of Deeds, Sarpay County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set his hand this 14th day of March, 1978.

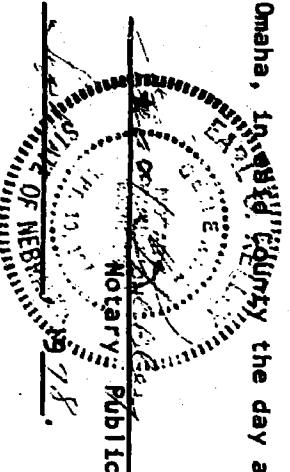
ATTEST  
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT  
Group Manager

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 14th day of March, 1978, before me the undersigned, a Notary Public in and for said County personally came Paul R. Hillstedt, Group Manager of Omaha Public Power District, (a corporation), to me personally known to be the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said co-pororation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, County the day and year last above written.



My Commission expires on the 1st day of 1978.

LEAS 201 TRANS. 264 ENGR. 200041 LEGAL 560 INSUR. \_\_\_\_\_ ALI \_\_\_\_\_  
DATE 3-23-78 DATE 3-27-78 DATE 3-28-78 DATE 3-29-78 DATE \_\_\_\_\_

Rec'd 12-8-78

ASSIGNMENT OF COMMUNICATION SYSTEM EASEMENTS AND RIGHTS OF FIRST REFUSAL

For good and valuable consideration, receipt whereof is hereby acknowledged, and in compliance with the notification of Final Judgment (the "Decree") in United States v. Bell Telephone Company, et al., Civil Action No. 82-0192, and the Plan of Reorganization (the "Plan") as approved by the District Court for the District of Columbia on August 5, 1983, Northern Bell Telephone Company, an Iowa corporation (hereinafter referred to as "Assignor") hereby grants, assigns, transfers and sets over to AT&T Communications of the Midwest, Inc., an Iowa corporation, having an office located at 811 Main Street, P.O. Box 446, Kansas City, Missouri 64141, its associated and allied companies, parents, subsidiaries and affiliated corporations, its and their respective successors and assigns (hereinafter referred to as "Assignee") all right, title and interest of Assignor in, to and under each of the easements, rights of way and licenses identified in Exhibit A (annexed hereto and made a part hereof), subject to the non-exclusive right of Assignor and its associated and allied companies, parents, subsidiaries and affiliated corporations, its and their respective successors and assigns, to use such easements, rights of way and licenses.

TO HAVE AND TO HOLD said easements, rights of way, and license unto Assignee, its successors and assigns, to and for its or their use forever with right of substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of said easements, rights of way and licenses or any part thereof, to the extent said covenants and warranties are assignable or can be enforced, at Assignee's expense, for Assignee's benefit.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 19 day of December, 1983.

ATTEST:

J. R. [Signature]  
Right-of-Way Clerk

(Name of Assignor)

By: Northwestern Bell Telephone (St. Al.)

SHIRLEY CO., NE  
57 OF Mrs. [Signature]

2600  
(Acknowledgement)

[Signature] (Name)  
Manager-Assignment/Right-of-Way (Title)

1983 JAN - 1 AM 10 33

100086



SARPY COUNTY

EXHIBIT A

SCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

NAME OF GRANIOR	Date of GRANT	RECORDING INFORMATION	LEGAL DESCRIPTION
Victor L. & Ida M. Aulin	10-9-40	Bk 10 Pg 351	NE½ Sec 17 T13N R10E
Fred & Annie Peters	10-3-40	Bk 10 Pg 339	NW½ Sec 17 T13N R10E
Caroline Borman	10-3-40	Bk 10 Pg 338	W½ Sec 17 T13N R10E
Adolph H. & Mary M. Voss	10-3-40	Bk 10 Pg 339	Sec 18 T13N R10E
Jeddie, Fritz, Voss & Harry L.	10-3-40	Bk 10 Pg 340	SW¼ Sec 18 T13N R10E
Lauretta V. Rice	10-9-40	Bk 10 Pg 355	SE¼ Sec 18 T13N R10E
Clem & Matilda Heilbusch	5-20-58	Bk 23 Pg 273, 275	SE¼ Sec 18 T13N R10E
Max Pitxel, Jr. & Mary	5-20-58	Bk 23 Pg 272, 274	NE¼ Sec 24 T14N R10E
Grace D. Bartels	10-3-40	Bk 10 Pg 341	NE¼ Sec 24 T14N R10E
Katie Bartels	10-9-40	Bk 10 Pg 353	NW¼ Sec 24 T14N R10E
Charles A. & Martha A. Prinz	10-3-40	Bk 10 Pg 343	SW¼ Sec 24 T14N R10E
Will & Marie Hansen	8-12-65	Bk 35 Pg 542	SE¼ Sec 27 T14N R11E
Roseann E., Marvin C., Mrs. Ella S., Ralph H. Rohwer	10-3-40	Bk 10 Pg 346	NE¼ Sec 32 T14N R11E
Jessie & Christian A. Petersor	10-3-40	Bk 10 Pg 342	SE¼ Sec 32 T14N R11E
Gien J. Ehlers	10-3-40	Bk 10 Pg 341	SW¼ Sec 32 T14N R11E
Ernest H. & Gertrude M. Dietz	10-9-40	Bk 10 Pg 354	SE¼ Sec 31 T14N R11E
W. H. Melcher, Trustee	10-3-40	Bk 10 Pg 336	NE¼ Sec 6 T13N R10E
Marcus Schnack, Jr. & Anna	10-3-40	Bk 10 Pg 335	SE¼ Sec 17 T13N R10E
Eugene & Catherine Kndbeiter	10-3-40	Bk 10 Pg 331	SW¼ Sec 16 T13N R10E
W. S. & Nannie Bundy	11-4-40	Bk 10 Pg 367	N½ Sec 16 T13N R10E
J. L. Langdon	10-3-40	Bk 10 Pg 331	N½ Sec 15 T13N R10E
John & Carrie Cockerill	11-4-40	Bk 10 Pg 365	N½ Sec 15 T13N R10E
Jay B. & Irene Wainwright	10-3-40	Bk 10 Pg 333	SW¼ Sec 10 T13N R10E
A. H. & Matilda Gramlich	10-3-40	Bk 10 Pg 334	SE¼ Sec 10 T13N R10E
Helen M. Hughes	10-3-40	Bk 10 Pg 337	SW¼ Sec 11 T13N R10E
Jay B. & Irene Wainwright	10-3-40	Bk 10 Pg 337	SW¼ Sec 11 T13N R10E
Wm. & Pearl Kempfhill, John & Maude Allbery	11-6-40	Bk 10 Pg 369, 370	N½ Sec 11 T13N R10E
R. J., J. R., Theresa McLean	10-3-40	Bk 10 Pg 333	NW¼ Sec 12 T13N R10E
Glenn & Nettie Pope, Rollo & Carrie Seefus, Clyde E. & Mabel Iske	10-26-40	Bk 10 Pg 360	SW¼ Sec 1 T13N R10E
First Trust Co. of Lincoln	11-25-40	Bk 10 Pg 381	SW¼ Sec 1 T13N R10E
He., Trustee	10-3-40	Bk 10 Pg 337	SE¼ Sec 1 T13N R10E
Equitable Life Assurance	10-3-40	Bk 10 Pg 332	SE¼ Sec 1 T13N R10E
Society of U.S.	10-3-40	Bk 10 Pg 335	NE¼ Sec 6 T13N R11E
Un-recorded	10-3-40	Bk 10 Pg 382	NW¼ Sec 6 T13N R11E
Albert & Christina			
Christoffer			
Josanna			
Eugene & Catherine Kndbeiter			

57-2B

SARPY COUNTY  
EXHIBIT A

SCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

<u>NAME OF GRANTOR</u>	<u>DATE OF GRANT</u>	<u>RECORDING INFORMATION</u>	<u>LEGAL DISCRPTION</u>
U.J., J.F., Marie H., Carl, Henry, Marie C. Ehlers & Bert, Wilhelmina Addleman	11-4-40	Bk 10 Pg 366	NW $\frac{1}{2}$ Sec 6 T13N R11E
J.V. McDonald	11-4-40	Bk 10 Pg 368	NW $\frac{1}{2}$ Sec 20 T13N R10E
W.S. & Nannie Bundy	11-4-40	Bk 10 Pg 364	NE $\frac{1}{2}$ Sec 19 T13N R10E
Rudolph & Maggie Blum	10-9-40	Bk 10 Pg 352	SE $\frac{1}{2}$ Sec 23 T14N R11E
Claus & Marie Heuck	10-3-40	Bk 10 Pg 344	NE $\frac{1}{2}$ Sec 26 T14N R11E
Carl G. & Louise Heuck	10-3-40	Bk 10 Pg 343	NW $\frac{1}{2}$ Sec 26 T14N R11E
Albert A & Amanda Pflug	10-9-40	Bk 10 Pg 352	SW $\frac{1}{2}$ Sec 26 T14N R11E
Claus & Rosa M. Rohwer	10-3-40	Bk 10 Pg 347	NE $\frac{1}{2}$ Sec 27 T14N R11E
Henry I. & Serena Lorenz	10-3-40	Bk 10 Pg 345	SE $\frac{1}{2}$ Sec 27 T14N R11E
Barnhardt K. & Elsie Timmerman	10-3-40	Bk 10 Pg 348	SW $\frac{1}{2}$ Sec 28 T14N R11E
Fred & Mary M. Stender	10-3-40	Bk 10 Pg 347	NW $\frac{1}{2}$ Sec 33 T14N R11E

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

*First American Title Insurance Company*

FIRST AMERICAN TITLE INSURANCE COMPANY, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent indorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

*First American Title Insurance Company*

BY

*Robert J. Kennedy*

PRESIDENT

ATTEST

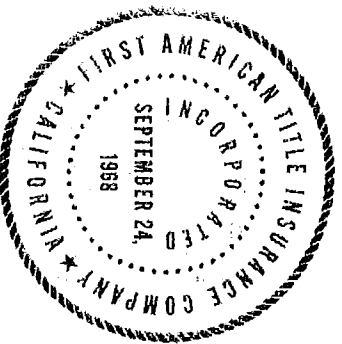
*Mark R. Arnsperger*

SECRETARY

BY

*Shelvin V. Wallace*

COUNTERSIGNED



FORM 1756-A (FA)  
COMMITMENT, SCHEDULE A  
ISSUED THROUGH THE OFFICE OF HEARTLAND TITLE SERVICES, INC.  
1320 SO. 119TH ST.  
OMAHA, NE 68144  
Phone Number: 333-7700  
Fax Number: 333-7780

SCHEDULE A

Commitment Number: H965194TE

1. Effective Date: July 23, 1996 at 8:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy	Amount	Premium
	\$237,820.00	\$631.00

Proposed Insured:

DALE WATTS

(b) ALTA Loan Policy

Amount	Premium
\$TBD	\$TBD

Proposed Insured:

TBD

(c) ENDORSEMENTS: \$TBD  
TBD

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

BROOK VALLEY LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP

*M. Dale Watts*

4. The land referred to in this commitment is:

The East 205 feet of Lot 8 and the West 70 feet of Lot 9, in BROOK VALLEY BUSINESS PARK, a Subdivision as surveyed, platted and recorded, in Sarpy County, Nebraska.

96-16237  
DT

8-9-96 8-12-96

*M. Dale Watts & Julie J. Watts*

to

*First National Bank, Inc., T & B*

NOE 96-16238  
8-12-96

SCHEDULE B - SECTION 1  
REQUIREMENTS

THE FOLLOWING ARE REQUIREMENTS TO BE COMPLETED WITH:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured:

Item (b) Proper Instruments(s) creating the estate of interest to be insured must be executed and duly filed for record, to wit:

NOTE: PLEASE CONTACT THIS COMPANY BEFORE CLOSING REGARDING CHANGES IN PURCHASE PRICE OR LOAN AMOUNTS, SUCH CHANGES MAY AFFECT PREMIUM AMOUNTS, AND POLICY CANNOT BE ISSUED UNTIL PREMIUM IS PAID IN FULL.

1. Deed of Trust, Security Agreement and Fixture Financing Statement dated February 22, 1993, filed February 25, 1993 at Instrument No. 93-03604 of the records of Sarpy County, Nebraska, executed by Brook Valley Limited Partnership, Trustor in favor of Joel Davis, Attorney At Law, Trustee and United-A.G. Cooperative, Inc., Beneficiary, securing the sum of \$2,999,517.90  
REQUIRE PARTIAL DEED OF RECONVEYANCE FOR ABOVE DEED OF TRUST.
2. REQUIRE LOT SPLIT APPROVAL BY THE APPROPRIATE GOVERNMENTAL SUBDIVISION FOR THE PROPOSED LOT SPLIT.
3. REQUIRE WARRANTY DEED FROM BROOK VALLEY LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP, SIGNED BY ITS SIGNATORIES, TO DALE WATTS.
4. REQUIRE MORTGAGE/DEED OF TRUST FROM DALE WATTS, STATING MARITAL STATUS AND SIGNED BY SPOUSE, IF ANY.
5. REQUIRE an ALTA/ACSM survey of the premises certified to Heartland Title Services, Inc., and First American Title Insurance Company.  
NOTE: This Title Company reserves the right to make additional requirements and/or exceptions upon receipt of same.
6. Heartland Title Services, Inc. REQUIRES the attached Lien Waiver to be signed and returned to this Company in order to issue final policy.

NOTE: If any additional endorsements are required by the lender, they must be ordered prior to closing. Any endorsements ordered after closing will be billed directly to the lender.

SCHEDULE B - SECTION 2  
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon by this commitment.

SPECIAL EXCEPTIONS

Those exceptions to title disclosed by a search of the Title for which no coverage is provided by this Commitment.

8. Any consumer credit, truth in lending, or similar law.
9. Taxes and assessments not yet due or payable and special assessments not yet certified to the County Treasurer's Office to date hereof:  
  
1995: \$373.10 Total; First half paid; Second half is due and will become delinquent August 1, 1996. Key No: 011228857 *pdf*
10. Statement regarding Sanitary and Improvement District No. 59 of Sarpay County, filed August 12, 1976 in Book 49 at Page 496 of the Miscellaneous Records of Sarpay County.  
  
NOTE: This property lies within the Boundaries of Sanitary and Improvement District No. 59. Please contact the Clerk of the Sanitary and Improvement District as Special Assessments may be assessed, but not certified to in the Office of the Treasurer of Sarpay County.
11. Contract to Nebraska Power Co., dated September 9, 1929, filed December 5, 1929 in Book 7 at Page 217 of the records of Sarpay County, Nebraska. (See copy attached.)
12. Right of Way and Easement to American Telephone & Telegraph Co., in instrument dated September 30, 1940, filed October 9, 1940 in Book 10 at Page 351 of the records of Sarpay County, Nebraska.

Assigned to Northwestern Bell Telephone Company by instrument dated February 18, 1977, filed March 16, 1977 in Book 50 at Page 187 of the records of Sarpay County, Nebraska. (See copy attached.)

13. 20 foot wide permanent sanitary sewer easement set forth in Return of Appraisers filed May 2, 1966 in Book 36 at Page 536 of the records of Sarpy County, Nebraska. (See copy attached.)
14. Easement and Right of Way to Metropolitan Utilities District by instrument dated December 29, 1971, filed June 8, 1972 in Book 45 at Page 297 of the records of Sarpy County, Nebraska. (See copy attached.)
15. Plat and Dedication filed February 25, 1993 at Instrument No. 93-03601 of the Plat records of Sarpy County, Nebraska, grants easements for utilities to Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lines and an eight foot wide strip of land adjoining the rear boundary lines of all interior lots and a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots.]  
Perpetual easements shall be granted to Metropolitan Utilities District on, through, under and across a five foot wide strip of land abutting all streets within said subdivision.  
Plat survey reveals a ten foot wide sewer and drainage easement abutting the northerly 10 feet of Lot 5.
16. Declaration of Covenants dated February 22, 1993, filed February 25, 1993 at Instrument No. 93-003605 of the records of Sarpy County, Nebraska.  
Amendment of Protective Covenants dated February 15, 1995, filed February 24, 1995 at Instrument No. 95-002241 of the records of Sarpy County, Nebraska.  
Amendment to Declaration of Covenants dated February 20, 1995, filed March 9, 1995 at Instrument No. 95-02897 of the records of Sarpy County, Nebraska.  
Amendment to Declaration of Covenants dated February 20, 1995, filed March 9, 1995 at Instrument No. 95-02898 of the records of Sarpy County, Nebraska.  
Amendment to Protective Covenants dated November 7, 1995, filed November 14, 1995 at Instrument No. 95-20159 of the records of Sarpy County, Nebraska. (See copies attached.)



Enclosing

RECORD OWNER

James C. Wallace and Dorothy H. Wallace

Platting

North Hill, Nebraska

Section 17

Range 12

County, Nebraska

Distance of 187.40 feet from the point of beginning to the point of termination

Distance of 44.75 feet from the point of beginning to the point of termination

Distance of 150.00 feet from the point of beginning to the point of termination

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...with insurance Commission, Nebraska, and ...

...of Section 17, Township 1 N, Range 12 E, County, Nebraska ...

...North 89 1/2° West ... distance of 187.5 feet ...

...North 52° 30' 19" East ... distance of 150.00 feet ...

...North 84° 29' 45" West ... distance of 153.40 feet ...

...North 16° 22' 08" West ... distance of 158.73 feet ...

...North 89° 11' 41" West ... distance of 183.11 feet ...

...North 89° 11' 41" West ... distance of 183.11 feet ...

...North 89° 11' 41" West ... distance of 183.11 feet ...

36-5558

NOV 1 1966  
I, the undersigned, do hereby certify that the above described property is the property of the following persons and that the same is subject to the lien of the State of California for the unpaid taxes thereon as shown on the tax roll for the year 1965.

(1) Joe F. Neuzil and Ingrid A. Neuzil, husband and wife, 11501 1st Street, San Diego, California.

The Principal Mortgage Company of America, a corporation.

Fred H. Peters and Annie Riggs, husband and wife, 11501 1st Street, San Diego, California.

Phillip Peters and Arlene Peters, tenants, 11501 1st Street, San Diego, California.

E. A. Ricks

James O. Wallace and Dorothy H. Wallace, tenants, 11501 1st Street, San Diego, California.

All of which is respectfully submitted.

DATED this 12th day of May, 1966

*[Signature]*  
County Judge

*[Signature]*  
County Judge

SUBSCRIBED and sworn to before me this 12th day of May, 1966

SEAL  
*[Signature]*  
County Judge