

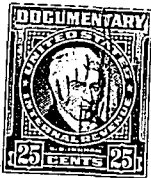
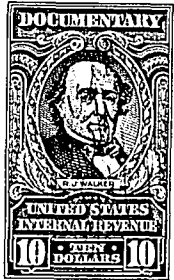


EXECUTOR'S DEED

BOOK 1335 PAGE 515

FIRST NATIONAL BANK OF OMAHA, Omaha, Nebraska, and HAROLD E. OLSEN, co-Executors of the Estate of Rudolph K. Olsen, deceased, appointed as such by the County Court of Douglas County, Nebraska, in proceedings docketed in such Court at Book 99, Page 391, and pursuant to the authority granted them in the Will of the decedent, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto The Omaha Industrial Foundation, a Nebraska corporation, the following described premises, situated in Douglas County, State of Nebraska, to-wit:

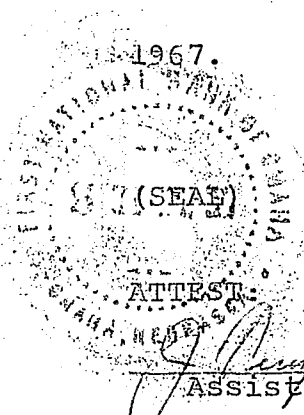
That part of the North Half (N 1/2) of Section One (1), Township Fourteen (14) North, Range Eleven (11), East of the Sixth P.M., lying East of the right of way of the Union Pacific Railroad Company, except a tract of land in the Southeast corner containing 1.59 acres and being about 326 feet North and South, and 213 feet East and West, a parcel thereof containing 6.48 acres, more or less, conveyed to County of Douglas, State of Nebraska, by warranty deed recorded in the Register of Deeds of Douglas County, Nebraska, Book 1079, Page 655, and more fully described in said deed; further excepting two parcels thereof, one containing 17.40 acres, more or less, and the other containing 4.45 acres, more or less, said parcels being more fully described in amended petition of The State of Nebraska, Department of Roads, filed in condemnation proceeding entitled The State of Nebraska, Department of Roads vs. Lloyd W. Donahoo, et al, docketed at Doc. 500, Page 77, in the District Court of Douglas County, Nebraska, being an appeal of condemnation proceeding docketed in the County Court of Douglas County, Nebraska, at C-2-52, which tract the parties agree contains approximately 156.13 acres, more or less, subject to all restrictions, easements, covenants and rights-of-way of record, including, but not limited to, sewer easement granted to the City of Millard by instrument dated August 22, 1967, recorded at Book 452, Page 718, all rights-of-way for and limitation of access to streets and highways, and further subject to all rights and interests of Lloyd W. Donahoo under lease dated August 10, 1966 and Supplemental Agreement, copies of which are attached hereto.



TO HAVE AND TO HOLD the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and its successors and assigns forever.

Grantors, and each of them, for themselves and for their successors and assigns, warrant that they are the duly appointed co-Executors of the Estate of Rudolph K. Olsen, deceased; that they have full and complete authority to sell the above real estate; and that said grantors will defend the title of said premises against the lawful claims of all persons claiming by, through or under said grantors.

Dated at Omaha, Nebraska, this 8th day of November, 1967.



FIRST NATIONAL BANK OF OMAHA, co-Executor of the Estate of Rudolph K. Olsen, Deceased

By Carro H. Rhodes
Its VISE PRESIDENT & TRUST OFFICER

Harold E. Olsen
Harold E. Olsen, co-Executor

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came VARRO H. Rhodes, personally known to me to be the VICE PRESIDENT & TRUST OFFICER of First National Bank of Omaha, a National Bank organized under the laws of the United States, known to me to be such VICE PRESIDENT & TRUST OFFICER and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation as such co-Executor, and that its seal was thereto affixed by its authority.

Witness my hand and notarial seal this 8 day of November, 1967.

Patricia L. Murphy
Notary Public

My Commission expires 9-21-70.



STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 8th day of November, 1967, before me, the undersigned a notary public, duly commissioned and qualified in said county, personally came Harold E. Olsen, co-Executor of the Estate of Rudolph K. Olsen, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said co-Executor.

Witness my hand and notarial seal this 8th day of November, 1967.

Estelle C. Martig
Notary Public

My Commission expires Oct 27, 1970.



RESOLUTION

"RESOLVED, that any Trust Officer is hereby given full authority to make and execute for and on behalf of the Bank as Trustee, and in its name, as such Trustee, or other fiduciary, such agreements, assignments, transfers, conveyances, receipts, releases, discharges and settlements as may be requisite to or necessary in the usual performance of the business of the Trust Department, including the power to release and/or assign mortgages, and convey real estate held by the First National Bank of Omaha as Trustee; or in other fiduciary capacity. He shall also have full authority to sign and endorse checks and drafts, or other orders for the payment of money necessary, usual or incidental to the business of the Trust Department; he shall have the power and authority to endorse bonds, notes and other evidences of indebtedness held by the Bank as Trustee, or in any other fiduciary capacity; the intention being to confer upon such Trust Officer generally the power and authority, for and on behalf of the Bank, and in its name, to do all and singular the acts and things, incidental or necessary to the full and complete discharge by the Bank of the business of Trustee or other fiduciary, so as to enable any such Trust Officer to exercise fully and completely, for and on behalf of the Bank, and in its name, all of the rights, powers, duties and privileges granted to or conferred upon a National Bank as Trustee, or other fiduciary, in the laws of the United States, permitting national banks to act as such Trustee, etc. In addition to any Trust Officer, the Chairman of the Board, the President, or any Senior Vice President of the First National Bank of Omaha, may discharge the duties and perform and exercise all of the powers conferred in this Resolution upon any Trust Officer."

STATE OF NEBRASKA

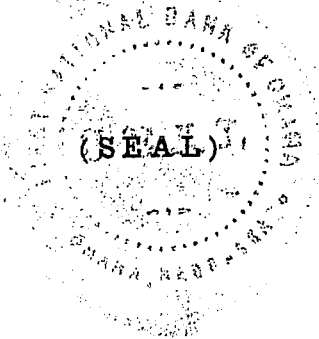
COUNTY OF DOUGLAS

} SS.

I, A. J. MENZIES, hereby certify that I am Cashier of the First National Bank of Omaha, Nebraska; that the above and foregoing is a true copy of the Resolution of the Board of Directors of the First National Bank of Omaha, and is now in full force and effect.

I further certify that Varro H. Rhodes is duly elected, qualified and acting Vice President & Trust Officer of the First National Bank of Omaha, Omaha, Nebraska, and as such officer now has full authority to act under the above Resolution.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the corporate seal of the First National Bank of Omaha this 8th day of November, 1967.



A. J. Menzies
A. J. MENZIES, Cashier

Lease of Land in Douglas
County, Nebraska, for
Agricultural Purposes.

LAND DEPT. LEASE NO. M. 133516

C.D. No. 49199

10 No. 27785

THIS AGREEMENT, made and entered into this

day of August, 1966,

by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, party of the first part, and RUDOLPH K. OLSEN, c/o Edmund McEachen, Attorney at Law, Omaha National Bank Building, Omaha, Nebraska, party of the second part (said parties of the first and second parts being hereinafter collectively called "Lessor"), and LLOYD W. DONAHOO, of Millard, Nebraska (hereinafter called "Lessee"), WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

Section 1. The Lessor, for and in consideration of the payments to be made and the covenants and agreements to be kept, observed, and performed by the Lessee, hereby leases to the Lessee for a term commencing April 1, 1966, and extending to and including December 31, 1966, unless sooner terminated as hereinafter provided, the following described premises of the Lessor situated in Douglas County, Nebraska, to wit:

All that part of the North Half (N $\frac{1}{2}$) of Section 1, Township 14 North, Range 11 East of the Sixth Principal Meridian in Douglas County, Nebraska, lying east of the right of way of the Union Pacific Railroad Company, except portions thereof taken for State and County highways;

said premises being hereinafter referred to as "Leased Premises."

Section 2. As rental for the use of the Leased Premises during the term herein provided, the Lessee agrees to pay to the Lessor the sum of Three Thousand Nine Hundred Twenty Dollars (\$3,920.00) payable as follows:

The sum of Three Hundred Ninety-two Dollars (\$392.00) to each the party of the first part and the party of the second part upon the execution and delivery of this agreement, and the sum of One Thousand Five Hundred Sixty-eight Dollars (\$1,568.00) to each the party of the first part and the party of the second part on or before December 1, 1966.

Section 3. The Lessee covenants and agrees that the Leased Premises shall be used only for agricultural purposes.

Section 4. No building or other structure shall be located upon the Leased Premises without the written consent of the Lessor.

Section 5. The Lessee agrees to release the Lessor from any and all liability for damage to crops or other property located on the Leased Premises when such damage is caused by fire arising from the operation of the railroad of the party of the first part, or otherwise.

Section 6. The Lessee further agrees to farm the Leased Premises in due season and in a good and husbandlike manner. All weeds and stubble shall be cut down, raked, and entirely removed from the Leased Premises within ten days after any particular crop is harvested. The Lessee shall also cut and remove all weeds along the fields and roadways bordering the Leased Premises.

Section 7. The Lessee agrees to furnish all seeds, tools, fertilizer, and all other things necessary to conduct the farming operations on the Leased Premises, it being distinctly understood that the Lessor is not to furnish any seed, implements, tools, or other things for farming, harvesting, or marketing crops.

RK Section 8. This lease may be terminated by written notice given by either the Lessor or ~~the Lessee~~ to the other party, such termination to be effective on any day in such notice stated, not less, however, than ten days subsequent to the day on which such notice is given. RKO 6/30/02

If, on the day on which there is given the notice mentioned in the last preceding paragraph, the Lessee shall have harvested the crop most recently planted on the Leased Premises, or if on such day there is growing on the Leased Premises a crop which can be harvested or removed within ten days after the giving of such notice, then and in that event the Lessee shall not receive any compensation therefor. But if on the day on which such notice is given there shall be growing on the Leased Premises a crop, other than a perennial crop, which cannot, without loss to the Lessee, be harvested or removed from the Leased Premises within ten days, then and in that event the Lessor shall compensate the Lessee for the damage to such crop at the rate of Twenty-eight Dollars (\$28.00) per acre for each acre on which such crop is then growing and which crop the Lessee is, by such notice, prevented from harvesting.

Section 9. This agreement is made subject to all outstanding superior rights, including, but not limited to, rights of way for highways, pipe lines, power and communication lines, and the right of the Lessor to renew such outstanding rights and to extend the term thereof.

Section 10. The Lessee agrees to save and hold harmless the Lessor and the Leased Premises from all liability for injuries to the person or property of the Lessee, or of the employes of the Lessee, or the person or property of any others occurring in connection with the use and occupation of the Leased Premises by the Lessee or in connection with any of the work to be by the Lessee performed in cultivating the Leased Premises or in sowing, caring for, harvesting and removing the crops, as herein provided, or caused or occurring through any condition arising by reason of the existence of this agreement.

Section 11. It is agreed that the breach of any covenant, stipulation, or condition herein contained to be kept and performed by the Lessee shall at once work a termination of this lease, and all rights of the Lessee hereunder; that no notice of such termination or declaration of forfeiture shall be required, and the Lessor may at once re-enter upon the Leased Premises and repossess itself thereof, and remove all persons therefrom or may resort to an action of forcible entry and detainer, or any other action to recover the same.

Section 12. The Lessee further covenants and agrees with the Lessor that upon the termination of this lease howsoever he will give peaceable possession of said premises to the Lessor; that he will not cause or suffer any waste thereof or assign this lease or sublease or underlet, or permit any person or persons to occupy, the Leased Premises.

Section 13. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns; but nothing in this section contained shall be construed as permitting the assignment of this lease, or any interest therein, without the written consent of the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed

this instrument in triplicate as of the date first herein written.

Witness:

[Signature]

UNION PACIFIC RAILROAD COMPANY,

By [Signature]
CHIEF EXECUTIVE OFFICER - LAND DIVISION

Witness:

[Signature]

[Signature]
(Rudolph K. Olsen)

Witness:

[Signature]

[Signature]
(Lloyd W. Donahoo)

THIS SUPPLEMENTAL AGREEMENT, made and entered into
this _____ day of _____, 1967,
by and between UNION PACIFIC RAILROAD COMPANY, a corporation
of the State of Utah, party of the first part, and THE ESTATE
OF RODOLPH K. OLSEN, DECEASED, party of the second part (said
parties of the first and second parts being hereinafter col-
lectively called "Lessor"), and LLOYD W. DONAHOO, of Millard,
Nebraska (hereinafter called "Lessee"), WITNESSETH:

RECITALS:

Under date of August 10, 1966, Union Pacific
Railroad Company, Rudolph K. Olson (now deceased),
and Lloyd W. Donahoo entered into an agreement
covering lease of premises in Douglas County, Ne-
braska, to be used for agricultural purposes for
a term commencing April 1, 1966, and extending to
and including December 31, 1966.

The parties hereto now desire to adopt the
above-named agreement for the term commencing
April 1, 1967, and extending to and including
December 31, 1967, and to provide for certain
amendments therein.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between
the parties hereto as follows:

Section 1. Said agreement dated August 10, 1966,
which is by reference made a part hereof, is hereby adopted
by said parties as their agreement for the period commencing
April 1, 1967, and extending to and including December 31,
1967, and all the terms and conditions of said agreement, as
herein amended, shall have the same force and effect and be
as binding upon the parties hereto during the term hereof as
if the same were repeated herein; said agreement, as herein
amended, to be subject to termination prior to the expiration
of the term herein named in the manner provided therein for
termination prior to the expiration of the term thereof as
herein amended.

It is agreed between the parties hereto that the
Lessee shall have no option to renew or extend the above-
named agreement beyond the expiration, at the close of Decem-
ber 31, 1967, of said extended term.

Section 2. Effective as of April 1, 1967, Section 2 of the above-named agreement shall be, and the same is hereby, amended to read as follows:

"Section 2. As rental for the use of the Leased Premises during the term herein provided, the Lessee agrees to pay to the Lessor the sum of Four Thousand Two Hundred Dollars (\$4,200.00) payable as follows:

The sum of Four Hundred Twenty Dollars (\$420.00) to each the party of the first part and the party of the second part upon the execution and delivery of this agreement, and the sum of One Thousand Six Hundred Eighty Dollars (\$1,680.00) to each the party of the first part and the party of the second part on or before December 31, 1967."

Section 3. Effective as of April 1, 1967, the following paragraph shall be, and the same is hereby, added to Section 9 of the above-named agreement:

"It is agreed between the parties hereto that in the event a portion of the Leased Premises is required by or taken by action of municipal authorities or other governmental bodies for any public use, the Lessee shall not be entitled to any compensation for the use of the Leased Premises, or any portion thereof, by reason of such action, such compensation to be paid to, and belong solely to, the Lessor."

Section 4. This agreement is supplemental to the above-named agreement, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have executed.

This agreement in triplicate as of the date first herein written.

Witness:

UNION PACIFIC RAILROAD COMPANY,

By _____
Chief Executive Officer -
Land Division

Witness:

FIRST NATIONAL BANK OF OMAHA,

By Carro S. Rodas
VICE PRESIDENT & TRUST OFFICER

Attest:

A. M. Mering Cashier (Seal)
Secretary

Witness:

A. M. Mering

Harold E. Olsen
(Harold E. Olsen)

Co-executors of the Estate
of Rudolph K. Olsen, Deceased

Witness:

William A. Nelson

Lloyd W. Donahoe
(Lloyd W. Donahoe)

RESOLUTION

"RESOLVED, that any Trust Officer is hereby given full authority to make and execute for and on behalf of the Bank as Trustee, and in its name, as such Trustee, or other fiduciary, such agreements, assignments, transfers, conveyances, receipts, releases, discharges and settlements as may be requisite to or necessary in the usual performance of the business of the Trust Department, including the power to release and/or assign mortgages, and convey real estate held by the First National Bank of Omaha as Trustee, or in other fiduciary capacity. He shall also have full authority to sign and endorse checks and drafts, or other orders for the payment of money necessary, usual or incidental to the business of the Trust Department; he shall have the power and authority to endorse bonds, notes and other evidences of indebtedness held by the Bank as Trustee, or in any other fiduciary capacity; the intention being to confer upon such Trust Officer generally the power and authority, for and on behalf of the Bank, and in its name, to do all and singular the acts and things, incidental or necessary to the full and complete discharge by the Bank of the business of Trustee or other fiduciary, so as to enable any such Trust Officer to exercise fully and completely, for and on behalf of the Bank, and in its name, all of the rights, powers, duties and privileges granted to or conferred upon a National Bank as Trustee, or other fiduciary, in the laws of the United States, permitting national banks to act as such Trustee, etc. In addition to any Trust Officer, the Chairman of the Board, the President, or any Senior Vice President of the First National Bank of Omaha, may discharge the duties and perform and exercise all of the powers conferred in this Resolution upon any Trust Officer."

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

I, A. J. MENZIES, hereby certify that I am Cashier of the First National Bank of Omaha, Nebraska; that the above and foregoing is a true copy of the Resolution of the Board of Directors of the First National Bank of Omaha, and is now in full force and effect.

I further certify that Varro H. Rhodes is duly elected, Vice President qualified and acting & Trust Officer of the First National Bank of Omaha, Omaha, Nebraska, and as such officer now has full authority to act under the above Resolution.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the corporate seal of the First National Bank of Omaha this 30th day of August, 1967.

(SEAL)

A. J. Menzies
A. J. MENZIES, Cashier

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R
Bryan etc

RECEIVED

1967 NOV 16 AM 11 30

THOMAS J O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
County of Douglas ss.
I, the undersigned, Register of Deeds for Douglas County, Nebraska, do hereby certify that the within and foregoing Deeds of said County of Douglas, Nebraska, are duly recorded in Book 1335 of Deeds
Page 515

Thomas J O'Connor
Register of Deeds

Kennedy - Holland - Hall - Carr - Keany.
1502 1/2 City Park E. - Attn - Carr - Keany.
G.P.M. 1/7 25
Compared 1-14-11

1-14-11