

TA 9256 - Lot 53  
TA 10106 - Lot 19  
TA 11508 - Lot 89  
TA - 14283 Lot 16,  
TA - 14550 Lot 53  
TA - 14592 Lot 102  
~~TA - 14283~~ ~~Lot 16~~  
TA - 22644 Lot 136  
TA - 23319 Lot 134  
TA - 23930 Lot 136  
TA - 24253 Lot 184  
TA - 23710 Lot 22  
TA - 24853 Lot 89  
TA - 24075 Lot 71  
TA 29089 Lot 13  
TA 29950 Lot 153  
TA 35723 L68  
TA 44256 L100  
TA 52387 L12  
TA 57332 L112  
TA 59431 L78

SARBY

8-21-93

and  
CP-21052  
present to  
New York City of

on  
Publication  
Caption

## ORDINANCE NO. 1148

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF PAPILLION, NEBRASKA, AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

BE IT ORDAINED by the Mayor and City Council of the City of Papillion, Nebraska, as follows:

Section 1: The real estate legally described as follows, to-wit:

**Tract A - SID 63 - HUNTINGTON PARK**

BEGINNING AT THE EXISTING CITY LIMITS AT THE NORTH LINE OF OLSON DRIVE OPPOSITE THE NORTHWEST CORNER OF LOT 5; THENCE EASTERLY ALONG THE NORTH RIGHT OF WAY LINE OF OLSON DRIVE, ACROSS GOLD COAST ROAD TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLSON DRIVE OPPOSITE THE NORTHWEST CORNER OF LOT 35; THENCE CONTINUING EASTERLY ON THE NORTH LINE OF OLSON DRIVE TO A POINT OPPOSITE THE EASTERLY CORNER OF LOT 4, HUNTINGTON PARK EAST, A SUBDIVISION SURVEYED AND PLATTED IN SARPY COUNTY, NEBRASKA; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LOT LINES OF LOT 4 AND 5 OF SAID HUNTINGTON PARK EAST TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHERLY ALONG THE WESTERLY LOT LINE OF SAID LOT 5 TO THE SOUTHEASTERLY CORNER OF LOT 20; THENCE SOUTHEASTERLY ALONG THE SOUTHEAST LOT LINES OF LOTS 20 AND 19 TO THE SOUTHERLY CORNER OF LOT 19; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LOT LINE OF LOT 19, ACROSS GRANDVIEW AVENUE AND ALONG THE SOUTHWESTERLY LOT LINE OF LOTS 18, 16, AND 15 TO THE SOUTHERLY RIGHT OF WAY LINE OF GOLD COAST ROAD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF GOLD COAST ROAD TO THE EASTERLY RIGHT OF WAY LINE OF WASHINGTON STREET; THENCE NORTHERLY ACROSS GOLD COAST ROAD TO THE EXISTING CITY LIMITS; THENCE EASTERLY CONTINUING ALONG THE EXISTING CITY LIMITS TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY IN HUNTINGTON PARK REPLAT II:

BEGINNING AT THE EXISTING CITY LIMITS AT THE SOUTHWEST CORNER OF LOT 2; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 2 AND 1, ACROSS OLSON DRIVE TO A POINT OF THE NORTH RIGHT OF WAY LINE OF OLSON DRIVE; THENCE EASTERLY ALONG THE NORTH RIGHT OF WAY LINE OF OLSON DRIVE TO THE EXISTING CITY LIMITS OPPOSITE THE NORTHEAST CORNER OF LOT 1; THENCE SOUTHERLY AND WESTERLY ALONG THE EXISTING CITY LIMITS TO THE POINT OF BEGINNING.

**Tract B - SID 108 MONARCH PLACE**

FROM A POINT ON THE NORTH RIGHT OF WAY LINE OF CEDARDALE ROAD OPPOSITE THE NORTHEAST CORNER OF LOT 1, CEDARDALE INDUSTRIAL PARK, A SUBDIVISION PLATTED AND SURVEYED IN SARPY COUNTY NEBRASKA; THENCE EASTERLY 199 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF CEDARDALE ROAD TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF CEDARDALE ROAD TO A POINT OPPOSITE THE NORTHEAST CORNER OF LOT 39; THENCE SOUTHERLY ALONG THE EAST LOT LINE OF LOTS 39, 27 THROUGH 12, ACROSS PAPILLION DRIVE AND ALONG THE EAST LINE OF LOT 11 TO THE SOUTHEASTERLY CORNER OF LOT 11; THENCE NORTHWESTERLY ALONG THE SOUTHERLY CORNER OF LOT 11; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LOT LINES OF LOTS 5 THROUGH 11 AND 15 THROUGH 20 TO THE SOUTHWEST CORNER OF LOT 20; THENCE NORTHERLY ALONG THE WESTERLY LOT LINE OF LOT 20, ACROSS PAPILLION DRIVE, AND ALONG THE WESTERLY LINE OF LOTS 21 AND 1,

ORDINANCE RECORD 93-21052A

LUD. PRINTING CO. 1987 S

ACROSS APPLEWOOD DRIVE, AND ALONG THE WESTERLY LOT LINE OF LOTS 149 THROUGH 142, 139, 138, 137, 131, 130, 129 TO THE NORTHWEST CORNER OF LOT 129; THENCE NORTHWESTERLY TO A POINT 66 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY TO THE POINT F BEGINNING.

Tract C - SID 123 CEDARWOODS

BEGINNING AT THE EXISTING CITY LIMITS ON THE SOUTH RIGHT OF WAY LINE OF CEDARDALE ROAD AT THE EAST RIGHT OF WAY LINE OF PATRICIA DRIVE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF PATRICIA DRIVE TO THE NORTHERLY CORNER OF LOT 139; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LOT LINE OF LOT 138 TO THE EASTERLY CORNER OF LOT 138; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LOT LINE OF LOTS 138, 139, 141 AND 142 TO THE SOUTHERLY CORNER OF LOT 142; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LOT LINE OF LOTS 142, 143 AND 145 THROUGH 150 TO THE SOUTHWESTERLY CORNER OF LOT 150; THENCE NORTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF HWY 370 TO THE EXISTING CITY LIMITS AT THE SOUTHWESTERLY CORNER OF TAX LOT 3; THENCE NORTHERLY AND EASTERLY ALONG THE EXISTING CITY LIMITS TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE EXISTING CITY LIMITS ON THE NORTH RIGHT OF WAY LINE OF CEDARDALE ROAD BETWEEN PATRICIA DRIVE AND 73RD STREET; THENCE EASTERLY ALONG THE NORTH RIGHT OF WAY LINE OF CEDARDALE ROAD TO A POINT OPPOSITE THE NORTHEASTERLY CORNER OF LOT 1 CEDARDALE INDUSTRIAL PARK, A SUBDIVISION PLATTED AND SURVEYED IN SARPY COUNTY NEBRASKA; THENCE SOUTHERLY ACROSS CEDARDALE ROAD TO THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF CEDARDALE ROAD TO THE EXISTING CITY LIMITS; THENCE NORTHERLY TO THE POINT OF BEGINNING.

Tract D - SID 128 OVERLAND HILLS IV

BEGINNING AT THE EXISTING CITY LIMITS AT THE EASTERLY LOT LINE OF LOT 14; THENCE SOUTHERLY ALONG THE EASTERLY LOT LINE OF LOTS 14 THROUGH 25 TO THE SOUTHEAST CORNER OF LOT 25; THENCE WESTERLY ALONG THE SOUTHERLY LOT LINE OF LOT 25 TO THE EAST RIGHT OF WAY LINE OF COMESTOGA ROAD, ACROSS COMESTOGA ROAD TO THE WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 26, THENCE WESTERLY ALONG THE SOUTHERLY LOT LINE OF LOT 26 TO THE SOUTHWEST CORNER OF LOT 26; THENCE NORTHERLY ALONG THE WESTERLY LOT LINE OF LOTS 26 THROUGH 30 TO THE SOUTHEASTERLY CORNER OF LOT 45; THENCE WESTERLY ALONG THE SOUTHERLY LOT LINE OF LOT 45 TO THE SOUTH WESTERLY CORNER OF LOT 45; THENCE ACROSS SHAWNEE ROAD; THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF SHAWNEE ROAD TO THE SOUTHEAST CORNER OF LOT 46; THENCE NORTHERLY ALONG THE WEST LOT LINE OF LOTS 4 THROUGH 59 TO THE SOUTHEAST CORNER OF LOT 52; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LOT LINES OF LOTS 53 THROUGH 56 TO THE SOUTHERLY CORNER OF LOT 56; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LOT LINE OF LOT 56 TO THE WESTERLY CORNER OF LOT 56; THENCE ACROSS OVERLAND TRAIL, THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY OF OVERLAND TRAIL TO THE SOUTHERLY CORNER OF LOT 57; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY AND WESTERLY LOT LINES OF LOTS 57 THROUGH 95 TO THE NORTHWEST CORNER OF LOT 95; THENCE ACROSS LINCOLN STREET TO THE NORTHERLY RIGHT OF WAY LINE OF LINCOLN STREET; THENCE EASTERLY ON THE NORTHERLY RIGHT OF WAY LINE OF LINCOLN STREET TO THE EXISTING CITY LIMIT OPPOSITE THE NORTHEAST CORNER OF LOT 96; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE EXISTING CITY LIMITS TO THE POINT OF

BEGINNING.

Tract E - 702 Gruenther  
Lot 69, Oakhills, Papillion, Sarpy County, Nebraska

being the same is hereby annexed to and included within the boundaries and territory of the City of Papillion, Sarpy County, Nebraska, not again annexing any part thereof heretofore annexed, and the corporate limits of said city are hereby extended accordingly; and said lands and persons residing thereon shall thereafter be subject to all the rules, regulations, ordinances, taxes and other burdens and benefits of the other persons or property included within the City of Papillion, Nebraska.

Section 2. Effective Date.

This ordinance shall be in full force and effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance for at least one (1) week in a newspaper published within the City of Papillion, which publication must take place within fifteen days of the passage of the ordinance by the city council.

PASSED AND APPROVED the 3rd day of August, 1993.

*Christina X. Myra*  
City Clerk

CITY OF PAVILLION

*[Signature]*  
Mayor



Filed \_\_\_\_\_ July 20, 1993  
Second \_\_\_\_\_ July 27, 1993  
Third Reading: \_\_\_\_\_ August 3, 1993

Proof	_____
D.E.	<input checked="" type="checkbox"/>
Verify	<input checked="" type="checkbox"/>
Filmed	<input checked="" type="checkbox"/>
Checked	<input checked="" type="checkbox"/>
Fee \$	28.75

FILED SARPY COUNTY, NE  
INSTRUMENT NUMBER  
**93-021052**

93 AUG 24 AM 11:57

*Carol A. Davis*  
REGISTER OF DEEDS

91-20184

STATEMENT REGARDING  
SANITARY AND IMPROVEMENT DISTRICT NO. 123  
OF SARPY COUNTY, NEBRASKA  
(Required by Section 31-727.03)

- 1) NAME OF CURRENT BOARD OF TRUSTEES:  
CALVIN J. BRUMMUND  
RICKY D. WILSON  
STEVEN O. PETERSEN  
J. DAVID CARLSON  
JOSEPH A. BERUBE
- 2) NAME OF ATTORNEY: JAMES C. CRIFE, P.C.
- 3) NAME OF ACCOUNTANT: HUFFMAN AND ASSOCIATES
- 4) NAME OF FISCAL AGENT: DAIN BOSWORTH INCORPORATED
- 5) PRINCIPAL INDEBTEDNESS AS OF JUNE 30, 1991:

WARRANTS	\$	<u>0</u>
BONDS	\$	<u>1,786,990.00</u>
TAX RATE:		<u>1.01</u>
TOTAL TAX		<u>\$ 128,276.00</u>

DATED this 13 day of December 1991.

91-20184  
 DEC 13 1991  
 CLERK OF DISTRICT NO. 123

*[Signature]*  
 Ricky D. Wilson, Clerk of  
 Sanitary and Improvement  
 District No. 123 of Sarpy  
 County, Nebraska

Proof \_\_\_\_\_  
 D.L. \_\_\_\_\_  
 Verify \_\_\_\_\_  
 Filmed \_\_\_\_\_  
 Checked \_\_\_\_\_  
 Total \$ 550

20184

SANITARY AND IMPROVEMENT DISTRICT STATEMENT  
SARPY COUNTY, NEBRASKA

STATE OF NEBRASKA )  
                          ) ( ss.  
County of Sarpy )

GLENN C. CRISS, being first duly sworn, states that he is the Clerk of Sanitary and Improvement District No. 123 of Sarpy County, Nebraska, and makes the following statement regarding same:

1. District Number: 123

2. Outer Boundaries:

Cedarwoods, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

3. The purposes of the District are to acquire, install, repair, maintain, renew, and replace a sanitary and storm sewer system, a water system, a system of sidewalks, public roads, streets, and highways; to contract for water, for fire protection and for resale to residents of the District, and to contract for gas and for electricity for street lighting for the public streets and highways within the District; to construct electric service lines and conduits, and gas mains, or to contract for the installation and operation thereof; and to acquire, improve and operate public parks, playgrounds, and recreational facilities. In lieu of establishing its own water system, the District may contract with any utilities district, municipality or corporation for the installation of a water system and to provide water service for fire protection and for the use of the residents of the District.

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

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

6. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, mill levy and indebtedness of the District.

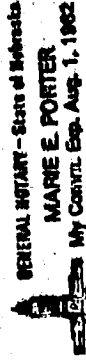
7. The actual current mill levy of the District may be obtained from the County Clerk.

8. A copy of the District's annual financial audit is on file with the Clerk of the District and the State Auditor of Public Accounts.

*Glenn C. Criss*  
Glenn C. Criss, Clerk of Sanitary and Improvement District No. 71 of Sarpy County, Nebraska

SUBSCRIBED in my presence and sworn to before me this 31st day of December, 1980.

*Marie E. Porter*  
Notary Public



file # 00008

FILED FOR RECORD 1-3-81  
W. G. H. M. IN BOOK 1  
SID  
PAGE 187  
Clerk of Sarpy County, Neb.  
REGISTER OF DEEDS, SARPY COUNTY, NEB.

91-20184

STATEMENT REGARDING  
SANITARY AND IMPROVEMENT DISTRICT NO. 123  
OF SARPY COUNTY, NEBRASKA  
(Required by Section 31-727.03)

- 1) NAME OF CURRENT BOARD OF TRUSTEES:  
CALVIN J. BRUMMUND  
RICKY D. WILSON  
STEVEN O. PETERSEN  
J. DAVID CARLSON  
JOSEPH A. BERUBE
- 2) NAME OF ATTORNEY: JAMES C. CRIPE, P.C.
- 3) NAME OF ACCOUNTANT: HUFFMAN AND ASSOCIATES
- 4) NAME OF FISCAL AGENT: DAIN BOSWORTH INCORPORATED
- 5) PRINCIPAL INDEBTEDNESS AS OF JUNE 30, 1991:

WARRANTS \$ 0

BONDS \$1,786,990.00

6) TAX RATE: 1.01

TOTAL TAX \$ 128,276.00

DATED this 13 day of December 1991.

FILED  
INSTRUMENT NUMBER  
91-20184

DEC 18 11:52

REGISTERED

*James C. Cripe, Atty*  
Ricky D. Wilson Clerk of  
Sanitary and Improvement  
District No. 123 of Sarpy  
County, Nebraska

Proof	_____
D.E.	_____
Verify	_____
Filmed	_____
Checked	_____
Fee \$	5.50

20184



# Miscellaneous Deeds No. 7.

765 in p. 52  
July 15, 1930  
Hugo Cordes

If the leased premises are hereafter owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as an entirety and royalties shall be paid to each owner in the proportion that the acreage owned by him bears to the entire leased acreage.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the said lessor only in proportion which his interest bears to the whole and undivided fee.

When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or casing-head gas, or either of them, be found in paying quantities this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees for such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands therein described, and agrees that the lessee shall have the right at anytime to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subordinated to the rights of the holder thereof.

All payments which may fall due under this lease may be made to Hugo Cordes one of the above named lessors, in the manner herein stated.

Remarks:

IN WITNESS WHEREOF, we sign this instrument the day and year first above written:

Witness:  
R.C. Hunter.  
Victor I. Jeep.  
Hugo Cordes  
Ida Cordes.

State of Nebraska,)  
(ss  
County of Douglas,)

Before me, the undersigned, a Notary Public, in and for said County and State on this 14th day of July, 1930, personally appeared Hugo Cordes and Ida Cordes, husband and wife, and to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed to same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires Nov. 15, 1932.

Richard C. Hunter, Notary Seal #  
Douglas County, Nebraska. #

Richard C. Hunter, Notary Public.

MRS. MARGARET FRICKE, ETAL :  
IC  
WICTOR I. JEEP.  
Oil and Gas Lease \$2.50 Pdp :  
-----

Filed September 30, 1930, 11 o'clock A.M.

John C. Starnum  
County Clerk, by Row M. Lins, Deputy

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 16th day of July, 1930, by and between Mrs. Margaret Ericke widow, Elmer E. Fricke and Margaret A. Fricke, his wife, Fred J. Fricke single, Carl R. Fricke, single, and Lydia M. Fricke, unmarried, Esther M. Sandfort & Ed. J. Sandfort, her husband hereinafter called lessor (whether one or more), and Victor I. Jeep, hereinafter called lessee; WITNESSETH: That the said lessor, for and in consideration of One. (\$1.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements

## UNSOLICITANOUS DEED NO. 7.

hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, pumps, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sarpy, State of Nebraska described as follows, to-wit:

The South Half of the Northeast Quarter (S-NE $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 35, Township 14, Range 12, and containing 140 acres, more or less. It is agreed that this lease remain in force for a term of five years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee:

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor a one-eighth part of a one-eighth royalty, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all pipes and all inside fittings in the principal dwelling house on said land during the same time as within the same connections with the well and their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 1st day of September, 1931, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor to the credit of the lessor's credit in the Banking House of A.W. Clarke, at Papillion, Nebraska, or its successors, which shall continue on the depository regardless of changes in the ownership of said land, the sum of Two Hundred and Forty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is paid to an amount said, but also the lessor's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the first rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof covering the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which their interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 250 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by his operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands in the event of default of payment

**DISCOVERIES RECORD No. 2.**

by lessor, and be subrogated to the rights of the holder thereof.

It is agreed that all royalty payments may be made to the Banking House of A.F. Clarke, Papillion, Nebr., for distribution among the lessors.

IN WITNESS WHEREOF WE SIGN, This the 16th day of July, 1930.

Witnesses: { As to Jeep, Mrs. Margaret Fricke, Elmer Victor I. Jeep.  
 { E. Fricke & Margaret A. Fricke Mrs. Margaret Fricke.  
 R.C. Hunter.  
 Elmer E. Fricke Fred J. Fricke.  
 Margaret A. Fricke Carl R. Fricke.  
 Esther I. Sandfort  
 Edward E. Sandfort Lydia K. Fricke.

State of Nebraska,  
 (ss  
 County of Douglas,)

before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of July, 1930, personally appeared Mrs. Margaret Fricke, widow, Elmer E. Fricke, & Margaret A. Fricke, his wife, to be known to be the identical persons, who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires November 15, 1931.

#####  
 #Richard C. Hunter, Notarial Seal Com-#  
 #Missionaires #  
 #Douglas County, Nebraska. #  
 #####

Richard C. Hunter  
 Notary Public.

WILLIAM C. FLAMBECK & WIFE. :

TC  
 VICTOR I. JEEP. :  
 Oil & Gas Lease \$2.50 PM. :

Filed September 20, 1930, 11 o'clock A.M.

*Richard C. Hunter*  
 County Clerk, N. B. Seal

**OIL AND GAS LEASE.**

AGREEMENT, made and entered into the 14th day of July, 1930, by and between William C. Flambeck and Christina L. Flambeck, husband and wife, party of the first part, hereinafter called Lessor, (whether one or more) and Victor I. Jeep, party of the second part, Lessee.

WITNESSETH: That the said Lessor for and in consideration of One (\$1.00) Doll rs cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements herein-after contained on the part of the lessor to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and casing-head gas, and building tanks, power houses, such other houses necessary for convenience of employees, stations and structures thereon to produce, save and take care of said products, together with rights of way, easements and servitude for pipelines, telephones, and telegraph lines, with the right for such purposes to the free use of oil, gas, or water from said land, but not from lessor's water wells or ponds without his written consent, with the right of removing, either during, or after the term hereof all and any improvements placed or erected on the premises by the lessee, including the right to pull oil casing on that certain tract of land situated in the County of Sarpy, State of Nebraska, described as follows, to-wit: Tax lots 14 and 27 and 16A2 and Tax lot 13 and tract known as Tax Lot 12f and Lots 1,2,3,4,5, and 6 of South Papillion, a part of the Village of Papillion, (the whole of said land being more particularly described by signed page attached hereto and made a part hereof)

of Section 26, Township 14, Range 12, North of the 6th P.M. and containing 48.59 acres, more or less.  
 TC HAVE AND TC HOLD the same for a term of five years from this date, and as long there-after as oil or gas or casing-head gas, or either or any of them, is produced therefrom, or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casing-head gas shall be produced therefrom.

In consideration of the premises, the lessee covenants and agrees:

FIRST: TC deliver to the credit of the lessor, as royalty, free of cost, in the pipe line to which it may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's election, to pay the lesser for such royalty at the Posted market price prevailing in the Mid-Continent fields for oil of like gravity the day the oil is run into the pipe line or storage tanks, and in this last event, settlement

2-88

STATEMENT REGARDING  
SANITARY AND IMPROVEMENT DISTRICT NO. 123  
OF SARPY COUNTY, NEBRASKA

- 1) NAME OF CURRENT BOARD OF TRUSTEES:  
KENNETH L. STAHL  
GLENN C. CRISS  
ELEANOR R. STAHL  
EUGENE S. TSCHIDA  
HAROLD R. YOUNG, JR.
- 2) NAME OF ATTORNEY: JAMES C. CRIPE, P.C.
- 3) NAME OF ACCOUNTANT: COSTELLO AND HUFFMAN
- 4) NAME OF FISCAL AGENT: DAIN, KALMAN & QUAIL, INC.
- 5) PRINCIPAL INDEBTEDNESS AS OF JUNE 30TH, 1984:  
WARRANTS \$ 443,303.00  
BONDS \$ 1,440,967.00
- 6) TAX RATE: 1.03224  
TOTAL TAX: \$ 54,147

DATED this 31st day of December, 1984.

PAID TO COUNTY TREASURER  
BOOK 2 OF 51D  
PAGE 88

*Glenn C. Criss*

Glenn C. Criss, Clerk of Sanitary  
and Improvement District No. 123  
of Sarpy County, Nebraska

1985 JAN 17 AM 9:21

*Carl L. Hoff*  
REGISTER OF DEEDS

*RW* 00481

STATEMENT REGARDING  
SANITARY AND IMPROVEMENT DISTRICT NO. 12A  
OF SARPY COUNTY, NEBRASKA

1) NAME OF CURRENT BOARD OF TRUSTEES:

KENNETH L. SHAW  
GLENN C. CRISP  
ELEANOR R. BERNAL  
EUGENE S. TSCHEUDA  
HAROLD R. YOUNG, JR.

2) NAME OF ATTORNEY:

JAMES C. CRISP, P.C.

3) NAME OF ACCOUNTANT:

COSTELLO AND BERNARD

4) NAME OF FISCAL AGENT:

DAIN, KALMAN & OBER

5) PRINCIPAL INDEBTEDNESS AS OF JUNE 30TH, 1963:

WARRANTS	\$ 1,520,896.00
BONDS	\$ NONE
TAX RATE:	.802%
TOTAL TAX:	\$ 25,367.00

DATED this \_\_\_ day of December, 1963

FILED SEPT 20. 1963  
BOOK 2 OF 510  
PAGE 47

BY JUN 12 PM 2:57

Carl L. Hildner  
RECORDS & CLERK

*James C. Crisp*  
James C. Crisp, P.C.  
and Improvement District No. 12A  
of Sarpy County, Nebraska

1-276

325

TITLED SARPY CO., NE  
BOOK L OF SED  
PAGE 276

1982 DEC -3 AM 8 54

*Carl W. Tschida*  
REGISTER OF DEEDS

STATEMENT REGARDING  
SANITARY AND IMPROVEMENT DISTRICT NO. 123  
OF SARPY COUNTY, NEBRASKA

- 1) NAME OF CURRENT BOARD OF TRUSTEES:  
KENNETH L. STAHL  
GLENN C. CRISS  
ELEANOR R. STAHL  
EUGENE S. TSCHIDA  
HAROLD R. YOUNG, JR.
  - 2) NAME OF ATTORNEY:  
JAMES C. CRIPE, P.C.
  - 3) NAME OF ACCOUNTANT:  
COSTELLO AND COMPANY
  - 4) NAME OF FISCAL AGENT:  
DAIN, KALMAN & QUAIL, INC.
  - 5) PRINCIPAL INDEBTEDNESS AS OF JUNE 30th, 1982:  
WARRANTS \$ 1,340,334.00  
BONDS \$ None
  - 6) TAX RATE: .79588  
TOTAL TAX: # 12,323.00
- DATED this 29<sup>th</sup> day of November, 1982

*Glenn C. Criss*  
Glenn C. Criss, Clerk of Sanitary  
and Improvement District No. 123  
of Sarpy County, Nebraska

*filed 12/19/82*

1-187

SANITARY AND IMPROVEMENT DISTRICT STATEMENT  
SARPY COUNTY, NEBRASKA

STATE OF NEBRASKA )  
( ss.  
County of Sarpy )

GLENN C. CRISS, being first duly sworn, states that he is the Clerk of Sanitary and Improvement District No. 123 of Sarpy County, Nebraska, and makes the following statement regarding same:

- 1. District Number: 123
- 2. Outer Boundaries:

Cedarwoods, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

3. The purposes of the District are to acquire, install, repair, maintain, renew, and replace a sanitary and storm sewer system, a water system, a system of sidewalks, public roads, streets, and highways; to contract for water for fire protection and for resale to residents of the District, and to contract for gas and for electricity for street lighting for the public streets and highways within the District; to construct electric service lines and conduits, and gas mains, or to contract for the installation and operation thereof; and to acquire, improve and operate public parks, playgrounds, and recreational facilities. In lieu of establishing its own water system, the District may contract with any utilities district, municipality or corporation for the installation of a water system and to provide water service for fire protection and for the use of the residents of the District.

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

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

6. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, mill levy and indebtedness of the District.

7. The actual current mill levy of the District may be obtained from the County Clerk.

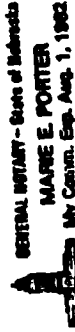
8. A copy of the District's annual financial audit is on file with the Clerk of the District and the State Auditor of Public Accounts.

Glenn C. Criss, Clerk of Sanitary and Improvement District No. 71 of Sarpy County, Nebraska

SUBSCRIBED in my presence and sworn to before me this 31st day of December, 1980.

*Marie E. ...*

Notary Public



100008

FILED FOR RECORD 1-2-81 11:00 AM IN BOOK 1 SID 2600  
REG. OF DEEDS, SARPY COUNTY, NEB  
187  
Clerk of Sarpy County