

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 21072

2000 AU 23 PM 3:58

Lloyd J. Dowding
REGISTER OF DEEDS

Counter LM
Verify AK
D.E. AK
Proof AK
Fee \$ 25.50
Ck Cash Chg AT1
20958 4.50
21.00

RECORDER NOTE
Indexed in pt tx 411
Sec 15 - R 13 - R 10



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

2000-21072A

LEASE

THIS LEASE is entered into this 31 day of July, 2000, between Kenneth J. Harpenau and Jane L. Harpenau, husband and wife, 23211 Fairview Road, Gretna, Nebraska 68028, hereinafter referred to as "Lessor" and Keith A. Carson and Sharon A. Carson, 5515 South 185th Street, Omaha, Nebraska, 68135, hereinafter referred to as "Lessee".

1. Description of Property. The Lessor hereby leases to the Lessee, to occupy and use for Lessee's purposes, the following described property located in Sarpy County, Nebraska:

<u>Acres</u>	<u>Description</u>	<u>Apparent Title Holder</u>
2.34	See Exhibit A attached	Kenneth J. and Jane L. Harpenau

The Lessor warrants that Lessor has the right to lease the property and will defend the Lessee's possession against any and all persons whomsoever.

2. Term of Lease. The term of this lease shall be from July 31, 2000 until June 30, 2099.

3. Rental. The Lessee is to pay to Lessor the sum of Nine Thousand Dollars (\$9,000) per acre, which payment shall cover the full term of this lease and shall be paid in cash at closing.

4. Lessee agrees that:

- a. Lessee will not commit waste on or damage to the leased property and will use due care to prevent others from doing so.
- b. Lessee shall carry liability insurance covering the leased property and shall indemnify and hold harmless landlord from any claims, demands or causes of action which may arise in relation to said leased property.

5. Lessor agrees that:

- a. If Lessor should sell or otherwise transfer the property, Lessor will do so subject to the provisions of this lease.

6. It is mutually agreed that:

- a. The terms of this lease shall apply to the heirs, personal representatives, successors and assigns of both the Lessor and Lessee in like manner as to the original parties.

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7. Real estate taxes on the leased property shall be the responsibility of the landlord or landlord's assigns.

8. Lessee is specifically authorized to assign or sublet the leased property at any time without the prior written consent of landlord.

DATED this 3 day of August, 2000.

LESSOR:

Kenneth J. Harpenau
Kenneth J. Harpenau

Jane L. Harpenau
Jane L. Harpenau

LESSEE:

Keith A. Carson
Keith A. Carson

Sharon A. Carson
Sharon A. Carson

STATE OF NEBRASKA)
COUNTY OF SARASOTA) SS.

On this 3 day of August, 2000, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said county, personally came Kenneth J. Harpenau and Jane L. Harpenau, Lessor, to me know to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

Michael L. Wohlers
Notary Public



2000-21072C

STATE OF NEBRASKA)
COUNTY OF SARASOTA) SS.

On this 3 day of August, 2000, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said county, personally came Keith A. Carson and Sharon A. Carson, Lessee, to me know to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

Michael L. Wohlers
Notary Public



F:\LEASE\harpenau.lsc

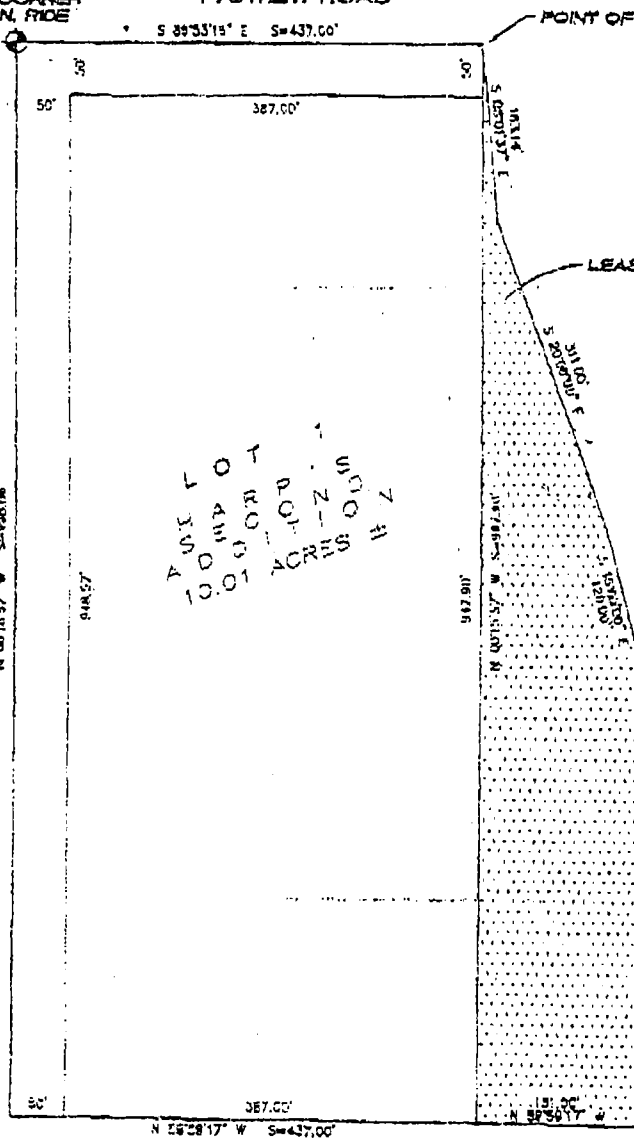
NORTH 1/4 CORNER
SEC. 22, T29N, R10E

FAIRVIEW ROAD

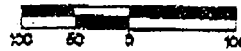
Exhibit A

2000-21072 D

294th STREET



LEASED AREA LEGAL DESCRIPTION
 BEGINNING AT THE NORTHEAST CORNER OF LOT 1, HARP'S SECOND ADDITION, AS PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, THENCE S 05°01'37" E FOR 163.14 FEET; THENCE S 20°00'00" E FOR 311.00 FEET; THENCE S 15°00'00" E FOR 120.00 FEET; THENCE S 08°00'00" E FOR 62.00 FEET; THENCE S 00°48'00" W FOR 370.00 FEET; THENCE N 89°28'17" W FOR 181.00 FEET ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE N 00°15'17" W FOR 337.80 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING ABOVE DESCRIBED TRACT. CONTAINS 2.34 ACRES, MORE OR LESS.



SCALE IN FEET

JOB #00-0548
JUNE 27, 2000