

53-593

BILL OF SALE AND ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, that The Chicago Lumber Company of Omaha, a Nebraska corporation, of Omaha, Nebraska, for and in consideration of the sum of Twenty-five Thousand and 00/100 Dollars (\$25,000.00), and other good and valuable consideration to it in hand paid by Janice L. Taulborg of Omaha, Nebraska, the receipt of which is hereby acknowledged, by these presents does bargain and sell unto the said Janice L. Taulborg certain property and improvements located in Sarpy County, Nebraska on the following described real property:

Lot 3, 4 and that part of Lot 2 beginning at the Northwest corner of said Lot 2, thence easterly along said north line of Lot 2, 115 feet, thence south 25 feet and thence north-westerly to the point of beginning; Fawn Lake, a part of tax lot "D" in Section 29, Township 13 North, Range 10 East of the 6th P.M. in Sarpy County, Nebraska

said property consisting of a lodge building and caretaker cabin and all other personal property of the Seller located on said above-described real property; further the Seller assigns without recourse a certain lease agreement in which Seller is lessee to the above-described property dated January 3, 1972, a copy of which is attached to this Bill of Sale and Assignment of Leases as Exhibit "A" and incorporated herein as if fully set out; and further the Seller assigns without recourse all of its right, title and interest in a certain lease to the following described property in which it is Lessee and Floyd W. Bundy and others are Lessors to the following described property:

Beginning at the Northwest corner of Tax Lot "D" in the N.W. 1/4 of Section 29, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, thence due East (assumed bearing) along the North line of Tax Lot "D" a distance of 231.70 feet; thence S 32° 55' 30" E, a distance of 59.57 feet; thence due West a distance of 264.41 feet; thence N 00° 23' E, a distance of 50.00 feet to the point of beginning.

a copy of said lease being attached hereto as Exhibit "B" and incorporated herein as if fully set out together with all improvements and personal property of the Seller located thereon.

TO HAVE AND TO HOLD THE SAME, Unto the said Janice L. Taulborg, her heirs, successors and assigns forever, and that the Seller will warrant and defend the title to the said goods and chattels hereby sold unto the said Janice L. Taulborg, her heirs, successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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 2-18-80 9:25 AM
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 REC'D - CLERK, SARPY COUNTY, NEB.
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53-593A

By Larry Johansen, President
Larry Johansen, President

By R. J. Ochsner

On this 15 day of September, 1980, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Larry Johansen, to me personally know, who being by me duly sworn, did say that he is the President of The Chicago Lumber Company of Omaha, and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

J. R. Huber
Notary Public

GENERAL NOTARY - State of Nebraska
J. D. HUBER
My Comm. Exp. July 29, 1983

L E A S E

This indenture made this 3rd day of January, 1972, between FAWN LAKE, INC., party of the first part, hereinafter referred to as the Lessor, and THE CHICAGO LUMBER COMPANY OF OMAHA, party of the second part, hereinafter referred to as the Lessee.

WITNESSED, that the Lessor, in consideration of the covenants of said Lease, hereinafter set forth, does by these presents lease to the Lessee, the following described property, to wit:

Lot 3, 4 and that part of Lot 2 beginning at the Northwest corner of said Lot 2, thence easterly along said north line of Lot 2, 115 feet, thence south 25 feet and thence northwesterly to the point of beginning; Fawn Lake, a part of tax lot "D" in Section 29, Township 13 North, Range 10 East of the 6th P.M. in Sarpy County, Nebraska. It is understood and agreed that the above legal description is to cover the portion currently being used by the Chicago Lumber Co. of Omaha.

1. The Lessee will lease the premises for a period of twenty (20) years from the date hereof to the 3rd day of January, 1992.

2. In consideration of the foregoing demise, the Lessee hereby covenants to pay the Lessor's rental for said premises, the sum of \$700.00 per year on or before January 1st in each year during the term of this lease. As rent for the year 1972, the Lessee shall pay upon the execution of this Lease, receipt thereof is hereby acknowledged, a prorated portion of the rental value on the daily basis for the balance of said year.

The annual rental for each ensuing year shall be adjusted upward or downward, but in any event shall not be less than the annual rental specified above, in the same percentage prorationed that the consumer price index, United States City Average for Urban Wage Earners and Clerical Workers families of the United States Department of Labor, Bureau of Labor Statistics, for the month of January; January 1972=100.

In addition to the above rental figure, the Lessee agrees to pay its pro rata share of the taxes and maintenance and upkeep of the overall Fawn Lake project, provided such taxes and maintenance and upkeep shall provide a benefit to the Lessee.

3. The Lessor hereby grants to the Lessee an option to renegotiate this Lease for an additional twenty-year period within 90 days from the expiration of this Lease. The Lessor further agrees that if the Lessee exercises an option to renegotiate for said additional twenty-year period, that the rental price and the terms of that Lease will be reasonable considering the conditions existing at that time.

4. The Lessee agrees to abide and be bound by reasonable rules and regulations adopted by the Lessor as long as the rules do not prohibit or seriously interfere with the use the Lessee is making of the property.

5. It is understood between the Lessor and the Lessee that the Lessee has built and will maintain an observation platform on the lake shore near its premises for the purpose of observing and feeding fish in that area. In consideration of this desired use, the Lessor agrees that there will be no fishing allowed within fifty feet of the existing observation platform and that the Lessee may post such limitations and the Lessor will enforce such regulation and that no rules or regulations adopted by the Lessor will interfere with this use. It is further understood that the Lessee has built a dock on the north side of this property and Lessee will have the right to maintain said or similar dock without limitation. It is further understood that the Lessor will never deprive Lessee of access to this leasehold.

6. This Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease.

FAWN LAKE, INC., Lessor

By J. W. Smith, Vice Pres.

CHICAGO LUMBER COMPANY OF OMAHA, Lessee

By F. L. Miller, Esq.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, qualified for said county,
personally came the above named J. H. Smith who is
personally known to me to be the President of Fawn Lake,
Inc., a corporation, and J. J. Miller who is
personally known to me to be the President of Chicago Lumber
Company of Omaha, a corporation, and whose names are affixed
to the foregoing instrument as Lessor and Lessee and acknowledge
the same to be their voluntary act and the voluntary act and
deed of Fawn Lake, Inc., a corporation, and the Chicago Lumber
Company of Omaha, a corporation, respectively.

J. J. Miller
Notary Public

The South 20 feet of the following described tract:

By

SEAL

SEAL

SEAL

SEAL