

1. Taxes due December 31, 2008, total \$7,136.46, 1<sup>st</sup> installment paid, 2<sup>nd</sup> installment becomes delinquent August 1, 2009. (Key No. 011584614)
2. Taxes due December 31, 2008, total \$333.88, 1<sup>st</sup> installment paid, 2<sup>nd</sup> installment becomes delinquent August 1, 2009. (Key No. 011584613)
3. Deed of Trust filed December 4, 2007, as Instrument Number 2009-36009, executed by Jeffrey D. Lynch, a married person to Wells Financial Natl Bank, Trustee, and Wells Fargo Bank, N.A., Beneficiary, stating that it secures a debt in the principal sum of \$274,946.00.
4. The premises in question are within the boundaries of SID #261 of Sarpy County, Nebraska, created for public improvements for which assessments may be levied.
5. Easement and Right-of-Way given to Metropolitan Utilities District of Omaha, over a portion of the premises in question, as set forth in instrument filed July 11, 2003 in Instrument No. 2003-37966.
6. Easement given to Sarpy County, Nebraska, over a portion of the premises in question, as set forth in instrument filed December 31, 2002 in Instrument No. 2002-54973.
7. Easement granted to American Telephone and Telegraph Company, over a portion of the premises in question, as set forth in instrument filed March 18, 1961 in Misc. Book 27, Page 562.
8. Easement granted to American Telephone and Telegraph Company, over a portion of the premises in question, as set forth in instrument filed May 23, 1961 in Misc. Book 28, Page 145.
9. All matters set forth in the Dedication and the Plat of Bellbrook, filed March 30, 2005 in Instrument No. 200509659.
10. Terms, provisions, conditions and easements contained in the instrument captioned: "Declaration of Covenants, Conditions, Restrictions and Easements of Bellbrook, a Subdivision in Sarpy County, Nebraska", filed February 9, 2005 in Instrument No. 2005-04099, providing, among other things, for assessments which may become liens thereon; First Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Bellbrook filed May 17, 2005 in Instrument No. 2005-16124; Second Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Bellbrook filed October 3, 2005 in Instrument No. 2005-36367; Third Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Bellbrook filed February 15, 2006 in Instrument No. 2006-04859; Fourth Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Bellbrook filed November 21, 2007 in Instrument No. 2007-35023.



A. T. & T. CO.  
L. L. DEPT.

\$ 10.00

APPROVED

Right of Way Superintendent

86 1870  
11-00-5

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

TEN and no/100 - - - - - Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) 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, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in: the East two hundred (200) feet of the East Half of the Northwest Quarter (NE 1/4), Section Eighteen (18),

Entered in Numerical Index and Recorded in the Register of Deeds office in Sully County, Nebraska

23 day 2nd 1961 at 10:11 AM Esther Ruff, County Clerk

Township 14 North Range 11 East Sully County Nebraska

together with 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 and during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and fences in any fence crossing said strip. The boundary of said one rod strip shall be a line parallel to and five (5) feet easterly

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 adjacent lands. The undersigned for himself (or her), his heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

The said first cable laid shall be located west of and within thirty (30) feet of the east boundary of said East Half of Northwest Quarter (NE 1/4) except at a existing eroded area at approximately the north-south mid point of above right of way location, where: at this eroded area, right of way will be so located to be the west to circumvent said eroded area.

Signed and sealed this 21st day of April, 1961, at St. Millard, Nebraska

Witness: Lavern J. J. Plambeck (Seal)  
Lavern J. J. Plambeck (Seal)  
Lavern J. J. Plambeck (Seal)  
Lavern J. J. Plambeck (Seal)

PAID BY FIELD DEPT NO. K22165

STATE OF Nebraska

COUNTY OF Sully

On this 21st day of April, 1961

before me, a notary public in and for said County, personally came the above named Lavern J. J. Plambeck, a single

man

who personally known to me to be the identical person whose name is in the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

Witness my hand and official seal, the date last aforesaid.

My commission expires on the 15th day of January, 1966

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

before me, a notary public in and for said County, personally came the above named \_\_\_\_\_

\_\_\_\_\_

who personally known to me to be the identical person whose name is in the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public

10:00

APPROVED

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Ten and 00/100

Dollars, in consideration of which the undersigned hereby grants and conveys unto said Company, its successors and assigns, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and repair such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, poles, drums and splicing boxes, and surface testing terminals, supports, (poles, towers and markers, and other apparatus of like use, type and kind) a strip of land one mile wide across the land which the undersigned owns or in which the undersigned has (had) any interest in

East Half of the Northwest Quarter (E1/2NW1/4) of Section Eighteen (18) Township Fourteen (14) North Range Eleven (11) East

County of Sarpy

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of securing 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 and during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and fences in any fences crossing said strip. The boundary of said one mile strip shall be a line parallel to the PLWC feet east of the 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 adjacent lands. The undersigned for him self (selves) his heirs, executors, administrators, successors and assigns, hereby covenants that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems. The said first cable laid shall be located west of and within 50 feet of the boundary of said East Half of the Northwest Quarter (E1/2NW1/4)

Signed and sealed this 3rd day of February 1961 at Sarpy, Nebraska

Witness: J. J. Conroy

Lavern J. J. Plambeck (Seal)

Entered in Numerical Index and Recorded in the Register of Deeds office at Sarpy, Nebraska

18 day March 1961 at 12 A.M. Esther Ruff, County Clerk

STATE OF Nebraska

COUNTY OF Douglas

STATE OF

COUNTY OF

On this day of February 1961 before me, a notary public in and for said County, personally came the above named Lavern J. J. Plambeck, Single

On this day of 19 before me, a notary public in and for said County, personally came the above named

who personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

who personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid. My commission expires on the 9th day of August 1961

Witness my hand and notarial seal, the date last aforesaid. My commission expires on the day of 19

Robert L. Thompson Notary Public

Notary Public

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2005-13480

2005 AP 27 PM 3:11

*Glenn J. Dowling*  
REGISTER OF DEEDS

COUNTER A C.E. SD  
VERIFY D+P D.E. SD  
PROOF P  
FEES \$ 196.00  
CHECK# 93121  
CHG. \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_  
STAMPED  
copy

SUPPLEMENTAL  
SANITARY AND IMPROVEMENT DISTRICT STATEMENT  
SARPY COUNTY, NEBRASKA

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF SARPY                    )

Jana L. McDonald, being first duly sworn, states that he is the Clerk of Sanitary and Improvement District No. 261 of Sarpy County, Nebraska and makes the following statement regarding same:

1. District Number: 261
2. Outer Boundaries: See Exhibit "A" attached hereto and by this reference made a part hereof.
3. The purpose of this District shall be acquiring, installing, repairing, maintaining, renewing, operating and replacing electrical service lines and conduits, a sewer system, a water system, a system of sidewalks, public roads, streets and highways, a civil defense warning system, to contract for water for fire protection and for resale to the residents of the District, and to contract for gas and 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. The District shall have all of the powers and authorities as are permitted by law, to achieve the purposes herein above set forth, including, but not in limitation of the foregoing, the power and authority to contract with corporations, utility companies, or municipalities for water for fire protection and for resale to the residents of the District, and for electricity and gas, for street lighting of the public streets and highways within the District and for the disposal of sewage in the use of existing sewer Improvement facilities and for the operation and maintenance of electrical service lines and conduits.
4. The District has the power to levy an unlimited property tax to pay its debts and its expenses of operation and maintenance.

*R+L*  
FULENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NE 68144-4482

*Karen*

A

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.

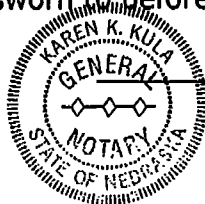
6. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, levy, and indebtedness of the District.

7. The actual current 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.

Jana L McDonald  
CLERK

SUBSCRIBED and sworn to before me this 20<sup>th</sup> day of April, 2005



Karen K. Kula  
Notary Public

MY COMMISSION EXPIRES:  
JULY 23, 2005