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*Shirley J. Downing*  
 REGISTER OF DEEDS

## ASSIGNMENT OF LEASE AGREEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Glacier Park Company, a Delaware corporation, hereby assigns all of its right, title and interest as the Lessor under a Lease Agreement dated March 30, 1989 made by and between Glacier Park Company, a Delaware corporation, as the Lessor and Fred Citta, 8002 South 132nd Street, Omaha, Nebraska 68138, as the Lessee, to Frank R. Krejci of Douglas County, Nebraska.

DATED this 25th day of October, 1990.

GLACIER PARK COMPANY,  
a Delaware corporation

By:

*Larry Leopold*  
 Larry Leopold  
 Assistant Vice President

ATTEST:

By:

*Dennis L. Schilling*  
 Dennis L. Schilling  
 Assistant Secretary

(CORPORATE SEAL)

STATE OF WASHINGTON)

COUNTY OF KING

SS.



On this 25th day of October, 1990, before me, personally appeared LARRY LEOPOLD and DENNIS L. SCHILLING, to me known to be the Assistant Vice President and the Assistant Secretary, respectively, of GLACIER PARK COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath state that they are authorized to execute said instrument on behalf of said corporation.

16249

*Susan Beaudoin*  
 Notary Public

My commission expires 6/24/94

## LEASE AGREEMENT

Lease #312,601

THIS LEASE AGREEMENT is entered as of the 24th day of March 1990 by and between Glacier Park Company, a Delaware corporation, ("Lessor") and Fred V. Citta, 8002 South 132nd St., Omaha, NE 68138 ("Lessee");

## WITNESSETH:

Lessor and Lessee, for and in consideration of the mutual promises herein contained, agree as follows:

1. Lease. Lessor does lease to Lessee and Lessee hereby accepts a lease from Lessor of the premises in or near, Omaha, Sarpy County, State of Nebraska, described on Exhibit "A" and made a part hereof (the "Premises").
2. Use. The Lessee shall use the Premises for Rural residence & Cash Grain Farming and for no other purpose.
3. Term. The term of this Lease shall be from month to month commencing March 1, 1990. This Lease shall be automatically extended on a month-to-month basis until terminated pursuant to the provisions hereof.
4. Rent. The Lessee shall pay the Lessor, at the offices of Lessor, as rent for the Premises See Exhibit A per month payable in one lump sum annually in advance. The payment of rent on an annual basis in advance shall not convert this lease to a term other than month to month. Upon termination of this Lease by the Lessor, any advance rental paid will be prorated on a monthly basis and the unearned amount refunded to the Lessee. If the Lessee terminates this Lease within the first 12 months, then \$500.00 of the advance rental will be non-refundable. Lessor reserves the right to change the rent on 30 days notice at any time during the period this lease is in effect.

If Lessee does not pay rent or additional rent for a period of 10 days from the day when the same shall have been due and payable, then Lessee, in addition to any other remedies available to Lessor, shall pay a service charge at the rate of 1% per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is less) on any outstanding unpaid amount for each month or portion of a month that the same shall remain unpaid; provided, however, that such service charge shall, in no event, be less than \$25.00 for any month or portion thereof.

5. Taxes; Assessments. Glacier Park will pay 1989 Real Estate Taxes due and delinquent in 1990. 7.2% GEN.  
 (a) Lessee shall pay as additional rent all real estate taxes, and all assessments of any nature imposed upon or assessed against the Premises or against any improvements made by Lessee, or any trade fixtures or other property of Lessee, real or personal, located on the Premises, even though such taxes or other charges may not become due and payable until after cancellation of this Lease. Such payments shall be made by Lessee to Lessor within 10 days after receipt of invoices from Lessor. If the Premises are not

taxed as a parcel but are taxed as part of a larger parcel, Lessee shall pay an equitable portion, as fixed by Lessor, of the taxes and the assessments upon the whole tract or parcel of which the Premises are a part.

(b) Should the Premises be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less during the term hereof, Lessee shall reimburse Lessor the amount of such assessment in full as additional rent within 30 days after receipt of Lessor's invoice therefor. Should the assessment exceed Five Hundred Dollars (\$500.00), Lessor shall prorate the total assessment, which may include interest charged by the assessing agency, over an eight (8) year period, and Lessee shall pay the pro rata portion of the assessment as additional rent until the assessment is paid in full or the Lease is terminated by either party pursuant to paragraph 15 of this Lease; whichever occurs first.

(c) In case of nonpayment of rental, taxes or other charges, the same shall, until paid, at the election of the Lessor, constitute a lien on any buildings or other property owned by Lessee on the Premises, foreclosable according to law.

6. Utilities and Fees. Lessee agrees to pay all charges for light, heat, water, sewer, garbage and all other utilities and services to the Premises during the term of this Lease. All other items, including all license fees and other governmental charges (except property taxes and assessments which will be handled pursuant to the provisions in Paragraph 5) will be paid directly by Lessee, failing which the Lessor may pay and bill Lessee, as additional rent, with interest at the highest rate allowed by law.

7. Assignments and Subletting.

(a) Without the prior written consent of Lessor, Lessee shall not assign or sublet this Lease or any interest therein, or grant a security interest in any buildings or improvements on the Premises, and no heir, executor, administrator, receiver, master, sheriff, or other assignee by operation of law shall assign or sublet without such written consent.

(b) In the event of a permitted assignment of this Lease, Lessor, without having advice from the Lessee to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Lessor only upon the joint written request of both Lessee and Lessee's assignee at the time of submitting said assignment to Lessor for its consent.

8. No Warranties. Lessor does not warrant its title to the Premises nor undertake to defend Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. This Lease is made subject to all outstanding rights or interests of others, if any. If the Premises are subsequently found to be subject to a prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility.

9. Condition of Premises. It is understood that Lessee has inspected the Premises and takes them "AS IS". Lessor is not obligated by this Lease to make any changes, removals, or repairs of any kind. Lessee represents that it has inspected the Premises and that the Premises, at the time the Lease was entered into, were reasonably free from soil and/or groundwater contamination or other pollution-induced conditions, and the condition of the Premises appeared to the Lessee to meet all federal, state and local laws, ordinances, codes and regulations designed to prevent or control the discharge of substances into the land, air and water.

10. Nuisance. Lessee shall not permit the existence of any nuisance on the Premises; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's or any permitted sub-Lessee's business; shall not handle or store any dangerous or potentially dangerous materials or any hazardous or toxic materials, as defined under state or federal laws; and shall not permit the accumulation of junk, noxious weeds debris or other unsightly materials. Lessee shall, at its sole expense, keep the Premises and any improvements in good repair.

11. Environmental Concerns. Lessee shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. Lessee shall indemnify and hold harmless Lessor and its affiliates from any suit or claim growing out of any damages alleged to have been caused, in whole or in part, by an unhealthful, hazardous or dangerous condition caused by, contributed to, or aggravated by Lessee's or sub-Lessee's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material. Lessee shall bear the expense of all practices or work, preventative or remedial, which may be required because of any condition of the Premises caused by Lessee or any use of the Premises by Lessee or those claiming by, through or under Lessee, during Lessee's period of occupancy or during Lessee's ownership or use prior to the date of this Lease. Lessee expressly agrees that the indemnification and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. Lessee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Lessor discovers any such health or environmental impairment, and Lessee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Lessor shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. Lessor may enter the Premises during regular business hours of Lessee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Lessee or without if Lessor reasonably believes that an emergency exists on the Premises. Lessor shall conduct any such inspections or testing so as to minimize interference with Lessee's business operations. Lessor's entry on to

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the Premises pursuant to this paragraph shall not relieve the Lessee's obligation to pay rent under this Lease.

12. Testing Provision. At the request of Lessor, upon the termination of the lease, or during the term hereof, Lessee shall pay for the services of a state-approved contractor to sample what appears to be any visibly-contaminated areas of the Premises. For any contaminated areas Lessee's contractor shall provide remediation recommendations to Lessor, and shall perform remediation to the satisfaction of Lessor. Copies of the results shall be forwarded to Lessor by Lessee to ensure that the Premises are returned to Lessor reasonably free of pollution and in compliance with all applicable state and federal laws and regulations. The provisions of this Paragraph shall survive the termination of this Lease.

13. Compliance with Laws. Lessee shall comply with all federal, state, local and police requirements, regulations ordinance and laws respecting the Premises and the activities of Lessee conducted thereon.

14. Indemnity. Lessee shall indemnify, defend, and hold Lessor and Lessor's affiliated companies, its or their officers, directors, employees, agents and contractors, harmless against and from all claims (including without limitation, actions, demands, expense, costs, attorney's fees, court costs and judgments) for death of or injury to persons whomsoever or loss or destruction of or damage to property whatsoever in any way arising out of or caused or contributed to by the Lessee's presence on or use of the Premises hereby leased, except when such claims are caused by the sole negligence of the Lessor or Lessor's affiliated companies, its or their officers, directors, employees, agents or contractors. The provisions of this Paragraph shall survive the termination of this lease.

15. Termination.

(a) If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied or corrected within ten (10) days after written notice by Lessor to Lessee of such default, then this Lease may be terminated by Lessor immediately by giving notice of termination to Lessee. Such notice of termination may contain Lessor's election under Paragraph 16 below. Upon notification of termination by Lessor in writing, Lessor may re-enter the Premises.

(b) Either party may cancel this lease at will, subject to the provisions of Paragraph 16 below, with thirty (30) days advance written notice.

16. Removal of Improvements.

Lessor shall have an option upon termination of this lease to:

(a) require Lessee, at Lessee's sole cost and expense, to remove or cause to be removed all buildings, structures, equipment, foundations, footings, materials, signs or signboards, debris, articles or other facilities ("Improvements") located on, above or below the surface of the Premises. Lessee also agrees to restore and level the Premises to a condition satisfactory to Lessor, or

(b) assume ownership of all Improvements located on the leased Premises, at which time all Lessee's interests in the Improvements shall cease.

In the event that Lessor elects option 16(a) above, it is expressly understood by Lessee that until such time as the Premises are surrendered to Lessor free and clear of all Improvements, and the Premises are placed in a neat and orderly condition satisfactory to Lessor, Lessee shall be liable to Lessor for such rental and additional rental, including taxes, as Lessor may from time to time determine, but in any event not less than the rent as established in this lease. Lessee shall also be liable to Lessor for any and all losses and/or damages which Lessor may sustain or become liable for resulting from the failure of Lessee to place the Premises in a neat and orderly condition.

Furthermore, should Lessee fail to remove said property or Improvements as required by paragraph 16(a) above, Lessee hereby grants Lessor the absolute right to keep, convey, destroy, or otherwise dispose of the improvements in any manner Lessor chooses, and, in addition, Lessee agrees to pay any costs incurred by Lessor in doing so, within ten (10) days of receipt of Lessor's statement therefor.

The provisions of this Paragraph shall survive the termination of this Lease.

17. Condemnation. If all or any part of the Premises is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by the condemning entity. Prepaid rentals will be prorated and the unearned rental returned to Lessee. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.

18. Costs and Attorney's Fees. If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, it becomes necessary to retain an attorney, or use retained counsel, and expend fees as a result of the other party's breach, then the breaching party agrees to pay all reasonable costs and attorney's fees in connection therewith.

19. Right of Re-entry. Lessor reserves the right to re-enter the Premises at anytime during this Lease without extinguishing the Lessee's obligation to pay rent.

20. Notices.

(a) Any notice, election or other correspondence required or permitted pursuant to this Lease shall be deemed to have been properly given when made in writing and effective when delivered personally to the party to whom directed, or when deposited in the United States mail, certified, with all necessary postage or charges fully prepaid, return receipt requested and addressed to the party to whom directed at its address specified below:

As to Lessor: Glacier Park Company  
Area Manager - Property Management  
c/o Farmers National Company  
11516 Nicholas St., Omaha, NE 68154

As to Lessee: Fred V. Citta  
8002 South 132nd St.  
Omaha, NE 68138

(b) Either party hereto may change its address for the purpose of receiving notices or communications hereunder by furnishing notice thereof to the other party in compliance with this section.

21. Severability. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine shall include the feminine gender, and vice versa. If any provisions of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22. Entire Agreement. This Lease represents the entire Lease between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

23. Governing Law. This Lease shall be governed and construed in accordance with the laws of the state or province where the Premises are located.

24. Headings. The heading of each section of this Lease is for convenience only and it shall not be deemed a construction of intent of any such section.

25. Binding Effect. Subject to the provisions of Section 7 above, this Lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

LESSOR

GLACIER PARK COMPANY,  
a Delaware corporation

By James M. Coghlan  
Its By [Signature]

LESSEE

By Fred V. Bittner  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT A

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LEASE ADDENDUM: This addendum "Exhibit A" is a part of the lease dated March 24, 1990, between Glacier Park Company(lessor) and Fred V. Citta(lessee).

LEGAL DESCRIPTION: Tax Lot 6B, Tax Lot 5A1, Tax Lot 15B, All in Section 13, Township 14N, Range 11 East of the 6th P. M. Sarpy County, Nebraska.

RURAL RESIDENCE: \$200.00 per month, March rent already paid. \$2200.00 total. This rental included in schedule below.

FARMLAND: \$ 77.50 per acre for 85.0 acres cropland. \$ 6587.50 total. This rental included in schedule below.

RENT SCHEDULE: Total rental to be paid in two installments as follows:

\$ 4393.75 due April 15, 1990.  
\$ 4393.75 due October 15, 1990.

PRODUCTION INPUTS: Lessee responsible for total inputs for crop production. Crop inputs and amounts subject to prior approval of the lessor.

Government Payments Government program payments involving price supports totally to the lessee. Soil conservation payments totally to the lessor. Level of farm program participation subject to prior approval of the lessor.

HUNTING & FISHING RIGHTS: Hunting and fishing rights are prohibited unless written permission provided by lessor or his agent.

WEEDS: Lessee agrees to control broadleaf weeds and shattercane in all crops and if necessary, hand rogue in bean fields. Field margins and waterways to be free of weeds and brush.

CONSERVATION STRUCTURES: Lessee agrees to farm in a manner that is consistent with maintaining existing terraces, waterways and drainage tile. Lessee will provide maintenance and repair where reasonably possible. Planting on the contour to be completed where reasonably possible.

LIABILITY: Lessee agrees to hold lessor harmless from any claims, demands or causes of action arising out of lessee's use of said premises and agrees to defend any and all claims or action which may be asserted or filed as a result thereof.

POSSESSION: It is agreed that if any or all of the farm is sold or developed during the period before crops are harvested, lessee agrees to accept settlement for all expense he has in crop based on Custom rates for work done plus cost of seed, fertilizer and chemicals used. Lessor will refund cash rental and will pay ASCS liquidating damages if the farm is sold and full possession is needed by the purchaser prior to harvest being completed. Lessee agrees to give possession of any or all of the farm at anytime during the period of this lease based on provisions above.