INDEXED 1/A-620 LANCASTER COUNTY NEBR. Kamera M. Fraguson GRAMMARAH OF NEBIXSKA, Co REGISTER OF DEEDS Piled for revoid and one and recorded in Deed Resort JAN 17 4 23 PM '72 ENTERCOON NUMERICAL INDEX. County Clerk or FILED FOR RECORD AS: Register of Deeds INST. NO. 72. 814 سانشانشاميا الاستاناليانيان شاكال SAMUEL ZOLOT AND MARION ZOLOT, husband and wife, each in his and her own right and a spouse of the other, harden earlied the granter whether one or more, in consideration of ONE AND NO/100 (\$1.00) DOLLARS and Other Valuable Consideration received from granue, does quitolaim, grant, barguin, sell, souvey and confirm unto STONEGATE MANOR, INC. herein called the grambos whother one or more, the following determed real property in Lincoln, Lancaster County, Nobralia: Lots 7 and 8 except the East 341 feet of the South 638.71 feet of Lot 8 and excepting that portion of said Lot 8, conveyed by warranty deed, recorded in Book 510, at page 131, Thomas A. Stratton Subdivision NEBRASKA DOCUMENTARY to the Southeast Quarter of Section 12, Township 10 STAMP TAX North, Range 6 East, Lancaster County, Nebraska To have and to hold the above described promines together with all tenements, hermitaments and apparenances thereto belonging three the grantee and to grantee's helps and assigns derever. 1072 Samuel M Zalat STATE OF NUMBER SHIE, County of Lancaster : Belove me, a newby mibble qualified for said county of count . SAMUEL ZOLOT and MARION ZOLOT linewing to mad to be the identified person or persons who shows the integraling importances and adimoraled the discounting theself in securi has an anche volument aus und dood. September 1987

MAR 1 6 2000

STAMP TAX

Otun olte REGISTER OF DEEDS

2000 MAR 16 P 1:08

**INST.** NO 2000

451. NO 2000

CHECKED

C91782

010580



#### CORPORATION WARRANTY DEED

Stonegate Manor, Inc., a Nebraska Corporation, GRANTOR in consideration One Dollar and other valuable consideration as part of an I.R.C. Section 1031 Tax. Deferred Exchange received from GRANTEES, BEGI L.L.C., a Nebraska Limited Liability Company, conveys to GRANTEES, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Outlot "A", Fairfield Centre Addition, Lincoln, Lancaster County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except any easements, covenants, reservations and restrictions now of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons;

Executed on this \_\_\_\_\_\_\_ day of March, 2000.

GRANTOR:

Stonegate Manor, Inc., A Nebraska Corporation

BY: Surd a Aufbern, President

State of Nebraska

) ss

County of Lancaster

The foregoing instrument was acknowledged before me on March 15, 2000, by Donald A. Dibbern, President of Stonegate Manor, Inc., a Nebraska Corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
CHARLES S. WEBER
My Comm. Exp. July 24, 2000

**NOTARY PUBLIC** 

5% NTC perio

\$ 66.00 BLOC

REGISTER OF DEEDS

INST NO 2002 0 0 7 5 9 0 FAICE CHECKED

EL LIDAGILA COURTY, NE

2

3

5

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

200 JAN 31 P 1:51

RESOLUTION NO. PC- 00690

A RESOLUTION accepting and approving the plat designated as **FAIRFIELD CENTRE 2ND ADDITION** as an addition to the City of Lincoln, filed in the office of the Planning Department of the City of Lincoln, Nebraska, upon certain conditions herein specified and providing for sureties conditioned upon the strict compliance with such conditions.

WHEREAS, B.E.G.I., L.L.C., a Nebraska limited liability company, owner of a tract of land legally described as:

Outlot "A", Fairfield Centre Addition, and Lot 1, J.B.'s 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska, located in the Southeast Quarter of Section 12, Township 10 North, Range 6 East of the 6<sup>th</sup> P.M., and more particularly described as follows:

Referring to the southeast corner of said Section 12, Township 10 North, Range 6 East; thence in a westerly direction, along the south line of said Section 12, on an assumed bearing of north 88 degrees 55 minutes 09 seconds west, for a distance of 1674.97 feet (said point located on the south section line and centerline of North 23rd Street); thence north 01 degrees 09 minutes 12 seconds east (along said centerline ), for a distance of 683.48 feet to the point of beginning; thence north 66 degrees 51 minutes 50 seconds west, for a distance of  $236.5\bar{5}$  feet; thence north 00 degrees 20 minutes 35 seconds west, for a distance of 223.74 feet to the centerline of Judson Street; thence north 00 degrees 20 minutes 35 seconds west, for a distance of 376.38 feet; thence north 36 degrees 12 minutes 52 seconds east, for a distance of 299.70 feet; thence south 88 degrees 46 minutes 35 seconds east, for a distance of 664.70 feet to a point on the westerly right-of-way line of North 25th Street; thence south 01 degrees 21 minutes 38 seconds west (on said westerly right-of-way line of North 25th Street) for a distance of 48.22 feet; thence south 88 degrees 38 minutes 22 seconds east, for a distance of 72.00 feet to a point on the easterly right-of-way line of North 25th Street; thence north 01 degrees 21 minutes 38 seconds east (on said

city Clerk

39

40

41

east, for a distance of 302.01 feet; thence north 22 degrees 47 minutes 40 seconds west, for a distance of 169.77 feet; thence south 65 degrees 58 minutes 14 seconds west, for a distance of 380.15 feet; thence north 66 degrees 51 minutes 50 seconds west, for a distance of 113.62 to the point of beginning (said centerline of North 23<sup>rd</sup> Street) and containing 2 lots, 3 outlots and a calculated area of 26.0 acres, more or less.

has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska, with a request for approval and acceptance thereof; and

easterly right-of-way line of North 25th Street), for a distance of

50.03 feet; thence south 88 degrees 44 minutes 13 seconds

east for a distance of 207.21 feet; thence north 01 degrees 15

minutes 17 seconds east, for a distance of 180.00 feet to a

point of intersection with the southerly right-of-way line of

Fairfield Street; thence south 88 degrees 44 minutes 43

seconds east (on said southerly right-of-way line of Fairfield

Street), for a distance of 130.00 feet; to a point of curvature of

an 80.95 foot radius curve to the right with a central angle of

48 degrees 38 minutes 42 seconds, a chord bearing of south

22 degrees 53 minutes 43 seconds east, a chord length of

66.68 feet, for an arc distance of 68.73 feet to a point of

tangency; thence south 01 degrees 25 minutes 38 seconds

west, for a distance of 60.98 feet to a point of curvature of a

75.00 foot radius curve to the left with a central angle of 78

degrees 13 minutes 27 seconds, a chord bearing of south 37

degrees 41 minutes 05 seconds east, a chord length of 94.63

feet, for an arc distance of 102.40 feet to a point of tangency;

thence south 76 degrees 47 minutes 49 seconds east, for a

distance of 155.02 feet; thence north 78 degrees 12 minutes

00 seconds east, for a distance of 85.70 feet; thence south 34

degrees 51 minutes 00 seconds west, for a distance of 37.98

feet; thence south 42 degrees 06 minutes 02 seconds west, for

a distance of 353.62 feet; thence south 42 degrees 04 minutes

18 seconds west, for a distance of 154.93 feet; thence south

44 degrees 45 minutes 49 seconds west, for a distance of

323.72 feet; thence south 24 degrees 25 minutes 29 seconds

west, for a distance of 604.56 feet; thence north 86 degrees 33

minutes 44 seconds west, for a distance of 186.70 feet; thence

north 02 degrees 12 minutes 03 seconds west, for a distance

of 22.19 feet; thence north 40 degrees 06 minutes 21 seconds

WHEREAS, it is for the convenience of the inhabitants of said City and for the public that said plat be approved and accepted as filed.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln City - Lancaster County Planning Commission:

1. That the plat of as an addition to the City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by B.E.G.I., L.L.C., a Nebraska limited liability company, as owner is hereby accepted and approved, and said owner is given the right to plat said FAIRFIELD CENTRE 2ND ADDITION as an addition to said City in accordance therewith. Such acceptance and approval are conditioned upon the following:

First: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of street improvements, including the grading, paving, and installation of curb and gutter, curb inlets, and storm drain laterals for all streets as shown on the approved final plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

Second: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of sidewalks as shown on the final plat. The construction shall be completed within four years following Planning Commission approval of this final plat.

Third: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of a public water distribution system as shown on the approved preliminary plat. The

construction shall be completed within two years following Planning Commission approval of this final plat.

٠,

٠,

Fourth: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of a public wastewater collection system as shown on the approved preliminary plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

Fifth: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the construction of drainage facilities as shown on the approved drainage study. The construction shall be completed within two years following Planning Commission approval of this final plat.

Sixth: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the installation of an ornamental street lighting system as required by the preliminary plat for all streets shown on this final plat. The construction shall be completed within two years following Planning Commission approval of this final plat.

Seventh: That said owner shall at its own cost and expense pay for all labor, material, and related costs in connection with the installation of street trees as shown on the final plat. The planting shall be completed within four years following Planning Commission approval of this final plat.

Eighth: That said owner shall at its own cost and expense pay for all labor, material, and related costs in connection with the installation of street name signs

as approved by the Public Works Department. This installation shall be completed within two years following Planning Commission approval of this final plat.

piat.

Ninth: That said owner shall at its own cost and expense pay for all labor, material, engineering, and inspection costs in connection with the placing of permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent lot staking shall be completed before construction on or conveyance of any lot shown in this final plat.

2. That this plat shall not be filed for record or recorded in the Office of the Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and until said owner shall enter into a written agreement with the City which shall provide as follows:

The owner, its successors and assigns agree:

- a. To submit to the Director of Public Works an erosion and sedimentation control plan.
- b. To protect the remaining trees on the site during construction and development.
  - c. To pay all improvement costs.
  - d. To submit to lot buyers and builders a copy of the soil analysis.
  - e. To complete the private improvements shown on the preliminary
- f. To maintain the outlots and private improvements on a permanent and continuous basis. However, the owner may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous

association of property owners who would be responsible for said permanent and continuous maintenance. The owner shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

- g. To comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
- h. To complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
- 3. That said owner shall, prior to adoption of this resolution, execute and deliver to the City of Lincoln:
- a. A bond or an approved escrow or security agreement in the sum of \$149,500.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.
- b. A bond or an approved escrow or security agreement in the sum of \$13,600.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.
- c. A bond or an approved escrow or security agreement in the sum of \$41,800.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.
- d. A bond or an approved escrow or security agreement in the sum of \$26,500.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

1.7

e. A bond or an approved escrow or security agreement in the sum of \$84,000.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

- f. A bond or an approved escrow or security agreement in the sum of \$24,500.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.
- g. A bond or an approved escrow or security agreement in the sum of \$1,100.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.
- h. A bond or an approved escrow or security agreement in the sum of \$115.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.
- i. A bond or an approved escrow or security agreement in the sum of \$300.00 conditioned upon the strict compliance by said owner with the conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

The bonds required above shall be subject to approval by the City Attorney. In the event that said owner or its surety shall fail to satisfy the conditions herein set forth within the time specified in this resolution, the City may cause the required work to be performed and recover the cost thereof from said owner and its surety.

4. Immediately upon the adoption of this resolution and receipt of the written agreement required herein, the City Clerk shall cause the final plat and a certified copy of this resolution together with said written agreement to be filed in the office of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owner.

The foregoing Resolution was approved by the Lincoln City - Lancast	er
County Planning Commission on this $25 \mathrm{th}$ day of $3 \mathrm{uly}$ , 200	1.
Dated this 25th day of July , 2001.	
ATTEST:	
Chairman	
Approved as to Form & Legality:	
BichPeo	
Chief Assistant City Attorney	

#### AGREEMENT'

THIS AGREEMENT is made and entered into by and between **B.E.G.I.**, **L.L.C.**, a **Nebraska limited liability company**, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN**, **NEBRASKA**, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **FAIRFIELD CENTRE 2ND ADDITION**; and

WHEREAS, the resolution approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **FAIRFIELD CENTRE 2ND ADDITION**, it is agreed by and between Subdivider and City as follows:

- The Subdivider agrees to submit to the Director of Public Works an erosion and sedimentation control plan.
- 2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
  - 3. The Subdivider agrees to pay all improvement costs.
- 4. The Subdivider agrees to submit to lot buyers and builders a copy of the soil analysis.
- 5. The Subdivider agrees to complete the private improvements shown on the preliminary plat.

- 6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.
- 7. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.
- improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 9. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 3/st day of July, 2001.

B.E.G.I., L.L.C.,

a municipal corporation

a Nebraska limited liability company,

Witness Witness

Bruce Bailey, Managing Member

CITY OF LINCOLN, NEBRASKA,

ATTEST:

lork

STATE OF NEBRASKA	) ) ss.	
COUNTY OF LANCASTER	)	
The foregoing instrume	t was acknowledged before me this ce Bailey, Managing Member, B.E.G.I, L.L	<u> </u>
	Partara Rob Notary Public	instr
	GENERAL NOTARY-SIA BARBARA K. F My Comm. Exp. A	ROBINSON
STATE OF NEBRASKA	) ) ss.	
COUNTY OF LANCASTER	)	
The foregoing instrume <u>Cugust</u> , 2001, by I municipal corporation.	it was acknowledged before me this on Wesely, Mayor of the City of Linco	ع day of In, Nebraska, a
GENERAL NOTARY - State of Nobrasia TERESA J. MEIER-BROCK My Comm. Exp. May 31, 2005	12 rena J. Meie Notary Public	2-Brock

## LIEN HOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS "FAIRFIELD CENTRE SECOND ADDITION" (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA, AS INSTRUMENT NO. OO-IIII3 (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS, OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE.

THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

WITNESS OF HAND THIS 19th DAY OF APRIL , 2001

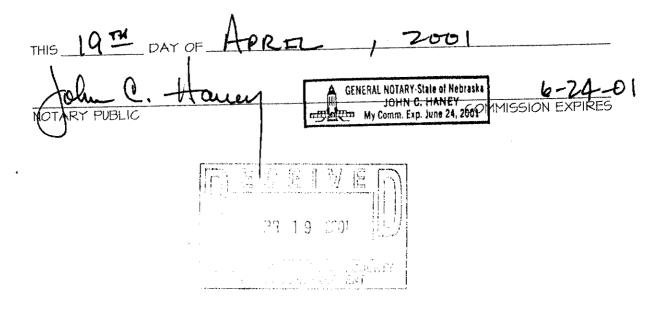
LINCOLN FEDERAL SAVINGS BANK

# ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA COUNTY OF LANCASTER

55 55

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY



## CERTIFICATE

STATE OF NEBRASKA	)
COUNTY OF LANCASTER	) ss:
CITY OF LINCOLN	)

I, Teresa J. Meier-Brock, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as Fairfield Centre 2<sup>nd</sup> Add. as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held July 25, 2001, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 3/4 day of January, 2002,

10012 9 11 (City Clerk

**NEBRASKA** DOCUMENTARY STAMP TAX

DEC 02 2002

i and Jalle REGISTER OF OFLOS

MST NO 2002

085396

MOASTER COUNTY, NE

7MIZ DEC - 2 A 10: 32

WARRANTY DEED



BEGI, L.L.C., a Nebraska limited liability company, ("Grantor"), in consideration of One Dollar and other valuable consideration received from Grantee, do convey unto ROGER JOSEPH LIPERT ("Grantee"), the real estate (as defined in Neb. Rev. Stat. 76-201) described as follows:

Lot I, Fairfield Centre Third Addition, Lincoln, Lancaster County, Nebraska.

To have and hold the Premises, together with all tenements, hereditaments and appurtenances thereto, herein granted unto the Grantee and to Grantee's successors and assigns forever.

Grantor does hereby covenant with the Grantee as follows:

- 1. Grantor is lawfully seized of said Premises and it is free from encumbrances, subject to any reservations, covenants and easements of records;
- 2. Grantor has legal power and lawful authority to convey the same; and
- 3. Grantor warrants and will defend the title to said Premises against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, Grantor has hereunto signed as of the 27 day of Nov.

BEGI, L.L.C.,

a Nebraska limited liability company

STATE OF NEBRASKA COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this 27 day of Nov

DIGGE D. Davley limited liability company.

, the manging nember

GENERAL NOTARY-State of Nebraska **SUSAN D. LADUKE** My Comm. Exp. Nov. 6, 2003

9320C4

FRICE3
(Not)
CHBENIAL
PEBA

Inst # 2010060636 Thu Dec 23 16:00:55 CST 2010
Filing Fee: \$6.50 Stamp Tax: \$0.00 Exempt 4 cpocks
Langaster County, NE Assessor/Register of Deeds Office Pages 1

### 

#### **DEED IN TRUST**

Roger Joseph Lipert also known as Roger J. Lipert ("Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, grants, conveys and quitclaims to ROGER J. LIPERT, as trustee of the ROGER J. LIPERT TRUST DATED <u>DECEMBER</u> 22, 2010 [the "Trust"], and successors in trust, all of the Grantor's right, title and interest in and to the following described real property:

Lot 1, Third Addition to Fairfield Cent in Lincoln, Lancaster County, Nebraska, commonly known as 3601 North 25th Street, Lincoln, Nebraska

Lot 1, Block 5, Capital Beach Manor, Second Addition to Lincoln, Lancaster County, Nebraska, commonly known as 1701 Surfside Drive, Lincoln, Lancaster County, Nebraska

Lot 10, Pelican Bay, in Lincoln, Lancaster County, Nebraska, commonly known as 1300 Pelican Bay Place, Lincoln, Nebraska

subject to easements, reservations, covenants and restrictions of record.

Grantor represents and warrants:

No person contracting with the trustee shall be obligated to (a) see to the application of any payment made to the trustee, (b) see that the terms of the Trust have been complied with, (c) inquire into the necessity or propriety of any act of the trustee, or (d) inquire into any of the terms of the Trust.

Any deed, conveyance or other instrument ["such deed"] executed by the trustee shall be conclusive evidence in favor of any person relying on or claiming under such deed, that (a) at the time of delivery thereof the Trust was in full force and effect, (b) such deed was executed in accordance with the trusts, conditions, terms and limitations contained in the trust and binding upon all beneficiaries thereunder, (c) the trustee was duly authorized and empowered to execute and deliver such deed and (d) if such deed is executed by a successor trustee, that such successor has been duly appointed and is fully vested with the entire right, title, interest, powers and authorities vested in such successor's predecessor trustee.

Dated: <u>December</u>		<u> 고고</u> , 2010.	
			M
			Roger Joseph Lipert
STATE OF NEBRASKA	) ) ss.		
LANCASTER COUNTY	)		

The foregoing instrument was signed and acknowledged before me on <a href="https://www.centrologies.com/line-22"><u>Carrilla 22</u></a>, 2010, by Roger Joseph Lipert, unmarried, as Grantor.

Notary Public

GENERAL NOTARY-State of Nebraska
TAMMY J. BENNETT
My Comm. Exp. Jan. 22, 2012

Kinsey Rowe



### Return to: Jill D. Fiddler, Esq., Woods & Aitken LLP, 301 S. 13<sup>th</sup> St., Ste. 500, Lincoln, Nebraska 68508 WARRANTY DEED

ROGER J. LIPERT, Trustee of the Roger J. Lipert Trust dated December 22, 2010 ("GRANTOR"), in consideration of \$1 and other valuable consideration received from COSTA PROPERTIES, LLC, a Nebraska limited liability company ("GRANTEE"), conveys to GRANTEE, the real estate (as defined in NEB. REV. STAT. §76-201) legally described as follows:

Lot 1, Fairfield Centre Third Addition, Lincoln, Lancaster County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except utility easements, covenants, and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed as of: <u>April 28</u>, 2016.

Roger J. Lipert, Trustee of the

Roger J. Lipert Trust dated December 22, 2010

STATE OF NEBRASKA ) ss

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on April 28, 2016, by Roger J. Lipert, Trustee of the Roger J. Lipert Trust dated December 22, 2010, on behalf of the trust.

GENERAL NOTARY - State of Nebrasks
JILL D. FIDDLER
My Comm. Exp. May 29, 2016

Notary Public

00679672