

FILED SARY CO. NE.
INSTRUMENT NUMBER
2006-15381

2006 MAY-9 P 2:32 R

Peter S. Davis
REGISTER OF DEEDS

**AFFIDAVIT RE:
TERMINATION OF LEASE**

COUNTER P CE
VERIFY DM DE
PROOF DR
FEE \$ 10.50
CHECK# _____ CASH _____
CHG. RETS CREDIT _____
REFUND _____ NFR _____
SHORT _____

COMES NOW the undersigned, having first been duly sworn, and regarding the herein referenced lease, does hereby depose and state.

Said lease being by and between Glacier Park Company (lessor) and Fred V. Citta (Lessee) dated March 24, 1990*, and being filed as part of that certain Assignment of Lease by Glacier Park Company to the undersigned, Frank R. Krejci dated October 25, 1990, and being filed November 6, 1990, at Instrument Number 90-16249, and the interest of Frank R. Krejci, having been succeeded to by F & J Enterprises, Inc., by virtue of that certain Warranty Deed dated November 30, 1991, and filed December 30, 1991, at Instrument Number 91-20856, in the records of the Sary County, Nebraska Register of Deeds, with regard to that real estate being legally described as:

SEE ATTACHED AND HEREBY INCORPORATED BY REFERENCE EXHIBIT A

(*Said assignment refers to a Lease Agreement dated March 30, 1989)

That pursuant to the terms and conditions of said lease, it has been terminated for over ten years, and the undersigned for purposes of clarifying title, does hereby state that any, right, title and/or interests of the lessee, in and to said real estate, by virtue of said lease(s) is terminated and said lease is void and of no effect whatsoever.

Furthermore, affiant sayeth not.

Dated this 01 day of April, 2006

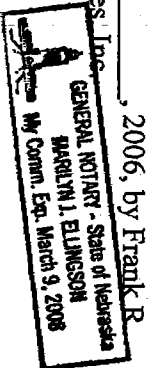
This was filed against 249

BY: Frank R. Krejci
Frank R. Krejci, individually and as President
Of F & J Enterprises, Inc.

State of Nebraska)
) ss

County of Douglas)
)
Acknowledged to before be this 07 day of April, 2006, by Frank R. Krejci, individually and as President of F & J Enterprises, Inc.

W. Douglas Ellingson
Notary Public



REAS - 0551009143

15381

2006-15381A

EXHIBIT "A"

Lot 49, Centech Business Park, a subdivision, as surveyed, platted and recorded, in Sarpy
County, Nebraska

FROM GLACIER PARK DENVER

10.23.1990 10:27

90-16249.19

FILED SARPY CO. NE.

INSTRUMENT NUMBER

90-16249

90 NOV -6 PM 3:43

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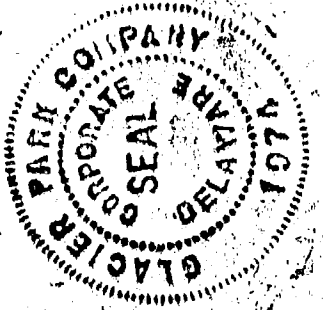
Reg. D. Beaudoin

ASSIGNMENT OF LEASE AGREEMENT

REGISTER OF DEEDS

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 10, 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 25 day of October, 1990.



GLACIER PARK COMPANY,
a Delaware corporation

By: *Larry Leopold*
Assistant Vice President

ATTEST:

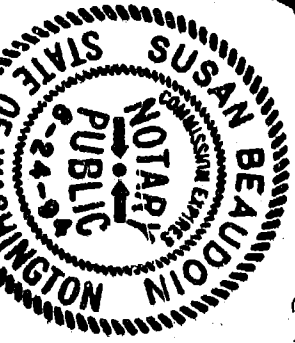
By: *Dennis L. Schilling*
Assistant Secretary

(CORPORATE SEAL)

STATE OF WASHINGTON

SS.

COUNTY OF KING



On this 25th day of October, 1990, I, Susan Beaudoin (hereinafter referred to as "I"), a Notary Public for the State of Washington, 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

Notary Public

Susan Beaudoin

My Commission Expires 6/24/94

90-16249A

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 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 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 \$ee 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 the 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.

(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 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

90-16249 C

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 unhealthy, 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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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 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.

1.20.24

12/27/38

90-16249 ID

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 whatsoever 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:

90-16249 E

(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 city. 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.

90-16249 F

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

1516 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.

90-16249 G

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 [Signature]
Its [Signature]

LESSEE

By [Signature]
Its _____

By _____
Its _____

EXHIBIT A

A

9D-10249

A

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 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.

RM

A

AFTER RECORDING RETURN TO:
AT&T
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., ROOM 2046
ATLANTA, GA 30309

ROUTE: OMAHA-LINCOLN JCT A
MARKER #: 47 - 48
Also Marker 28A

RELEASE OF EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, AT&T Corp. (formerly known as American Telephone and Telegraph Company), hereby quitclaims and releases unto Owners of Record and their successors and assigns in title, with respect to the real property hereinafter described, the easement rights, privileges and authority granted to it under an instrument executed by Max, Jr. and Mary Pitzel, husband and wife dated March 27, 1958 and recorded on May 20, 1958 in Miscellaneous Record Book 23, Page 273 in the records of Sarpy County, Nebraska. Section 13, Township 14N, Range 11E.

The easement is described as being upon, over, under and across the land that the above owned or had interest in and further described as the South 85 1/2 acres of the SE 1/4 of Section 13, Township 14N, Range 11E, except the right of way of the C.B.& Q. Railroad and recorded in Sarpy County Nebraska County Records.

IN WITNESS WHEREOF, AT&T Corp., has caused these presents to be executed this 16th day of January, 2003.

AT&T Corp. (f/k/a American Telephone and
Telegraph Company)

R. Keith Fisher
Witness

By: *Patricia A. Bryant*
(Signature)

Patricia A. Bryant
(Printed Name)

Title: Right of Way Supervisor

2003-04971B

Corporate Acknowledgment

STATE OF GEORGIA)
COUNTY OF FULTON) SS:

On this 16th Day of January, 2003, before me, the subscriber, personally appeared Patricia A. Bryant to me known, who, being by me duly sworn, did depose and say that she resides in Atlanta, Georgia, that she is the Supervisor of Central Region Right of Way of AT&T Corp., the corporation described in, and which executed the within instrument, and that he signed his name thereto by order of the Board of Directors.

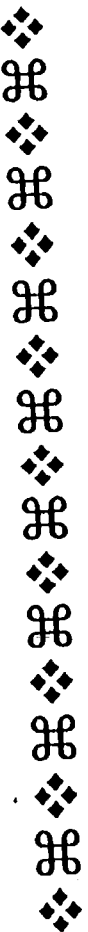
Helen B. Stewart

Notary Public

Helen B. Stewart
Notary Public, DeKalb County, Georgia
My Commission Expires February 2, 2003

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-04972
2003 JAN 30 A 9:44 AM
Lloyd J. Dowding
REGISTER OF DEEDS

Counter SMW
Verify AK
D.E. _____
Proof ✓
Fee \$ 15.50
OK Cash Chg
117563



**THIS PAGE ADDED
FOR RECCORDING
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

04972

A

AFTER RECORDING RETURN TO:
AT&T
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., ROOM 2046
ATLANTA, GA 30309

ROUTE: OMAHA-LINCOLN JCT A
MARKER #: 47 - 48
Also Marker 28

RELEASE OF EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, AT&T Corp. (formerly known as American Telephone and Telegraph Company of Nebraska and AT&T Communications of the Midwest, Inc.), hereby quitclaims and releases unto Owners of Record and their successors and assigns in title, with respect to the real property hereinafter described, the easement rights, privileges and authority granted to it under an instrument executed by Clem and Matilda Hellbusch, husband and wife dated October 1, 1940 and recorded on October 9, 1940 in Miscellaneous Record Book 10, Page 355 in the records of Sarpy County, Nebraska. Section 13, Township 14N, Range 11E.

The easement is described as follows: a strip of land one rod (16 1/2 feet) wide across the land that the above owned or had interest in and further described as the South 85 1/2 acres of the SE 1/4 of Section 13, Township 14N, Range 11E and recorded in Sarpy County Nebraska County Records.

IN WITNESS WHEREOF, AT&T Corp. has caused these presents to be executed this 16~~28~~ day of January, 2003.

AT&T Corp. (f/k/a American Telephone and Telegraph Company of Nebraska and AT&T Communications of the Midwest, Inc.).

By: *Patricia A. Bryant*
(Signature)

Patricia A. Bryant
(Printed Name)

Title: Right of Way Supervisor

D. Kevin Egan
Witness

2003-04972 B

Corporate Acknowledgment

STATE OF GEORGIA)
COUNTY OF FULTON)

SS:

On this 16th day of January, 2003, before me, the subscriber, personally appeared Patricia A. Bryant to me known, who, being by me duly sworn, did depose and say that she resides in Atlanta, Georgia, that she is the Supervisor of Central Region Right of Way of AT&T Corp., the corporation described in, and which executed the within instrument, and that he signed his name thereto by order of the Board of Directors.


Notary Public

Helen B. Stewart
Notary Public, DeKalb County Georgia
My Commission Expires February 2, 2003

A

AFTER RECORDING RETURN TO:
AT&T
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., ROOM 2046
ATLANTA, GA 30309

ROUTE: OMAHA-LINCOLN JCT A
MARKER #: 47 - 48
Also Marker 28A

RELEASE OF EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, AT&T Corp. (formerly known as American Telephone and Telegraph Company), hereby quiclaims and releases unto Owners of Record and their successors and assigns in title, with respect to the real property hereinafter described, the easement rights, privileges and authority granted to it under an instrument executed by Max and Mary Pitzel, husband and wife dated March 27, 1958 and recorded on May 20, 1958 in Miscellaneous Record Book 23, Page 275 in the records of Sarpy County, Nebraska. Section 13, Township 14N, Range 11E.

The easement is described as follows: a strip of land one rod (16 1/2 feet) wide across the land that the above owned or had interest in and further described as the South 85 1/2 acres of the SE 1/4 of Section 13, Township 14N, Range 11E, except the right of way of the C.B. & Q. Railroad and recorded in Sarpy County Nebraska County Records.

IN WITNESS WHEREOF, AT&T Corp., has caused these presents to be executed this 16th day of January, 2003.

AT&T Corp. (f/k/a American Telephone and
Telegraph Company)
By: Patricia A. Bryant
(Signature)
Witness P. Keith Wilson

Patricia A. Bryant
(Printed Name)

Title: Right of Way Supervisor

2003-04973B

Corporate Acknowledgment

STATE OF GEORGIA)
COUNTY OF FULTON) SS:

On this 16th Day of JANUARY, 2003, before me, the subscriber, personally appeared Patricia A. Bryant to me known, who, being by me duly sworn, did depose and say that she resides in Atlanta, Georgia, that she is the Supervisor of Central Region Right of Way of AT&T Corp., the corporation described in, and which executed the within instrument, and that he signed his name thereto by order of the Board of Directors.


Notary Public

Helen B. Stewart
Notary Public, DeKalb County, Georgia
My Commission Expires February 2, 2003

88-15458
2

WARRANTY DEED

THIS INDENTURE made this 21st day of October, 1988, between the OMAHA DEVELOPMENT FOUNDATION, a nonprofit corporation organized and existing under the laws of the State of Nebraska, hereinafter called "Grantor" and GLACIER PARK COMPANY, a Delaware corporation organized and existing under the laws of the State of Nebraska, hereinafter called "Grantee".

WITNESSETH:

Grantor for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, in hand paid, the receipt for which is hereby acknowledged, has sold and by these presents does sell, grant, convey and confirm unto the Grantee the real estate located in Sarpy County, Nebraska, as more particularly described on the attached Exhibit "A" which by this reference is made a part hereof.

TO HAVE AND TO HOLD the premises above-described, together with all the tenements, hereditaments and appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever. And the said Grantor for itself and its successors, does hereby covenant and agree to and with the Grantee and its successors and assigns that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; and that they are free from encumbrance except:

FILED SARPY CO. REG. Storm and Sanitary Sewer Easements and Utility Easements of record;

88-15458-2 Property subject to no direct access to and from Parcel 1 onto Interstate Highway No. 80 as set forth in Return of Appraisers dated September 28, 1957, filed October 10, 1957 in Book 22 at Page 267 of the Miscellaneous Records of Sarpy County, Nebraska;

REGISTER OF DEEDS

3. Easement granted to the State of Nebraska, by instrument dated May 31, 1963, filed June 6, 1963 in Book 32 at Page 10 of the Miscellaneous Records of Sarpy County, Nebraska;

4. Perpetual easement granted to Pacesetter Homes, Inc., its successors and assigns by instrument dated March 28, 1979, filed April 4, 1979 in Book 190 at Page 190 of the Miscellaneous Records of Sarpy County, Nebraska;

NUMBER OF PAGES 4
GRANTED BY [Signature]
FILED [Signature]
CHECKED BY [Signature]
FEE \$ 5.50

NEBRASKA DOCUMENT STAMP TAX

OCT 26 1988

\$915.00 BY [Signature]

15458

88-15458A

5. No ingress or egress over State Highway No. 50 onto Parcel 2 except over one entrance not to exceed 20 feet in width, the centerline of which is to be located 41.0 feet Northerly of South line of the Northwest Quarter of Section 13 as stated in an instrument filed November 30, 1962 in Book 111 at Page 186 of the Records of Sarpy County, Nebraska;

6. Terms and conditions of an instrument captioned "Warranty Deed for the Control of Ingress and Egress (Corporation)" filed December 4, 1987 in Book 162 at Page 3343 of the Deeds Records of Sarpy County, Nebraska;

7. Rights of tenants in possession of a portion of the property under an unrecorded Farm Lease and an unrecorded Residential Lease more specifically described as:

(a) Unrecorded Farm Lease and Security Agreement dated March 21, 1988 and entered into between Farmers National Company as agent for Omaha Industrial Foundation and Fred Citta;

(b) Unrecorded Lease dated March 23, 1984 and entered into between the Omaha Industrial Foundation and Fred V. Citta and Jean M. Citta and amended April 27, 1984 and May 6, 1985.

And the Grantor does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as set forth above.

IN WITNESS WHEREOF, the Omaha Development Foundation has caused these presents to be executed by its President as of the day and year first above written.

OMAHA DEVELOPMENT FOUNDATION,

By: [Signature]
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 21st day of October, 1988, before me, a Notary Public in and for said county personally came Willis Strauss, President of Omaha Development Foundation, known to me to be the identical person whose name is affixed to the above Warranty Deed and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



[Signature]
Notary Public

88-1545815

EXHIBIT "A"

LEGAL DESCRIPTION

Tax Lot 5A1 and Tax Lot 6F Tax Lots located in the SE 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said SE 1/4 of Section 13; thence S89°49'30"W (Assumed Bearing) along the North line of said SE 1/4 of Section 13, a distance of 295.13 feet, to the Northeast corner of said Tax Lot 5A1, said point also being the Point of Beginning; thence S01°00'04"E along the East line of said Tax Lot 5A1, a distance of 925.46 feet to the Southwest corner of Tax Lot 5B, a tax lot located in said SE 1/4 of Section 13; thence N88°59'56"E along the South line of said Tax Lot 5B, a distance of 262.10 feet to a point on the West right-of-way line of 132nd Street; thence S01°00'04" E along said West right-of-way line of 132nd Street, a distance of 674.94 feet to the point of intersection of said West right-of-way line of 132nd Street and the Northwesterly right-of-way line of U.S. Interstate Highway No. 80; thence along said Northwesterly right-of-way line of U.S. Interstate Highway No. 80 on the following described courses; thence S88°51'56"W, a distance of 3.10 feet; thence S09°16'21"W, a distance of 373.64 feet thence S39°48'39"W, a distance of 245.29 feet to the point of intersection of said Northwesterly right-of-way line of U.S. Interstate Highway No. 80 and the Northerly right-of-way line of the Chicago, Burlington and Quincy Railroad; thence along said Northwesterly right-of-way line of the Chicago, Burlington and Quincy Railroad on the following described courses; thence N70°54'42"W, a distance of 2068.21 feet thence N71°22'27"W, a distance of 265.20 feet thence Northwesterly on a curve to the left with a radius of 5506.74 feet, a distance of 210.27 feet, said curve having a long chord which bears N73°23'30"W, a distance of 210.26 feet to a point on the West line of said SF 1/4 of Section 13; thence N00°50'10"W along said West line of the SE 1/4 of Section 13, a distance of 1324.60 feet to the Northwest corner of said SE 1/4 of Section 13; thence N89°49'30"E along the North line of said SE 1/4 of Section 13, a distance of 2356.98 feet to the Point of Beginning.

And also part of Tax Lot 15B, a tax lot located in the NW 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said NW 1/4 of Section 13; thence N89°49'30"E (Assumed Bearing) along the South line of said NW 1/4 of Section 13, a distance of 194.50 feet to the point of intersection of the East right-of-way line of State Highway No. 50 and said South line of the NW 1/4 of Section 13; thence N00°18'12"W along said East right-of-way line of State Highway No. 50, a distance of 30.00 feet to the Point of Beginning; thence continuing N00°18'12"W along said East right-of-way line of State Highway No. 50, a distance of 30.00 feet to a point on the South line of Stonybrook South, a subdivision located in said NW 1/4 of Section 13; thence N89°49'30"E along said South line of Stonybrook South, a distance of 2043.91 feet to the Southeast corner of Lot 22, Stonybrook South; thence S00°48'47"E along the East line of said Tax Lot 15B, a distance of 30.00 feet; thence S89°49'30"W, a distance of 2044.17 feet to the Point of Beginning.

22-267

DEPARTMENT OF REVENUE
STATE OF NEBRASKA
DEPARTMENT OF ROADS AND IRRIGATION

VS

RETURN OF APPRAISERS

There is shown and Alla A. Wittens,
her husband and joint tenants;
Florence Thoele and
her husband, first name unknown;
Dorothy Bartold; a widow;
Eugene J. Jozel and Mary Jozel, husband
and wife, and joint tenants;
Carl Reddihagen, tenant (Prins-Thoele land);
Orestor Glasshoff, tenant (Bartold's land);
Metropolitan Life Insurance Company, a New
York corporation, mortgagee (Jozel land);

TO HONORABLE PAUL J. SMITH, E. STRAIN, COUNTY JUDGE, SHERIDAN COUNTY, NEBRASKA:

We, the undersigned appraisers, do hereby certify that under and
by virtue of an "Appointment of Appraisers", duly served upon us by the
Sheriff of Sarpy County, Nebraska, on the 29th day of August, A. D., 1957,
and after having taken and signed an oath to support the Constitutions of the
United States of America and the State of Nebraska, to faithfully and impartially
discharge our duties as required by law, and to honestly and truly assess the
damages which the owners of the real estate, described in said "Appointment of
Appraisers", will sustain by reason of the taking of permanent easement to
certain lands for right-of-way, for the purpose of constructing part of a
National System of Interstate Highways, and also for damages due to prohibition
of access to said highway; that we did inspect the real estate herein described
at the time and place designated and did at said time and place sit as a board
of appraisers and did receive evidence relative to the amount of damages that
will be sustained by the owners of said real estate by reason of the taking there-
of by the Department of Roads and Irrigation of the State of Nebraska, for right
of way purposes, and also damages due to prohibition of access to said highway;
the real estate referred to above being described as follows:

Filed in the Register of Deeds office in Sarpy County, Nebraska,
on the _____ day of _____, 1957, by _____
Clerk of the Court, County Clerk, No. _____
\$ 3.50

22-271

C O N D E M N A T I O N

Land Owner: Max J. Pitsel and Mary Pitsel, husband and wife, joint tenants,
each as his or her own interest may appear.

Mortgagee: Metropolitan Life Insurance Company

Project: IN-01-09 (20) AFE R-715a Serpy County, Nebraska.
IN-ING-01-09 (2) AFE R-728a Serpy County, Nebraska.

A tract of land for highway right of way located in the
Southeast Quarter of Section 13, Township 14 North, Range 11 East of the
6th P.M., Serpy County, Nebraska, described as follows:

Beginning at the southeast corner of said Section 13; thence
westerly of the South line of the Southeast Quarter of said Section 13
a distance of 746.7 feet; thence northerly 87 degrees 04 minutes right
a distance of 41.9 feet; thence northeasterly 47 degrees 49 minutes
right a distance of 537.2 feet to a point on the southwesterly right of
way line of the Chicago, Burlington & Quincy Railroad Company; thence
southeasterly 64 degrees 24 minutes right and on said railroad company's
southwesterly right of way line a distance of 398.1 feet to a point on
the East line of said Southeast Quarter; thence southerly on said East
line a distance of 291.3 feet to the point of beginning, containing 5.13
acres, more or less, which includes 0.37 acre, more or less, previously
occupied as a public highway, the remaining 4.76 acres, more or less,
being the additional acreage hereby secured.

Also, a tract of land located in the Southeast Quarter of
Section 13, Township 14 North, Range 11 East of the 6th P.M., Serpy
County, Nebraska, described as follows:

Referring to the southeast corner of said Section 13; thence
northerly on the East line of the Southeast Quarter of said Section 13
a distance of 397.8 feet to the point of beginning, said point being on
the northeasterly right of way line of the Chicago, Burlington & Quincy
Railroad Company; thence continuing northerly on said East line a dis-
tance of 649.6 feet; thence westerly 90 degrees 08 minutes left a distance
of 36.1 feet; thence southerly 79 degrees 32 minutes left a distance of
373.6 feet; thence southwesterly 30 degrees 32 minutes right a distance
of 245.4 feet to a point on said railroad company's northeasterly right
of way line; thence southeasterly 110 degrees 47 minutes left and on
said railroad company's northeasterly right of way line a distance of
280.1 feet to the point of beginning, containing 1.63 acres, more or
less, which includes 0.49 acre, more or less, previously occupied as
a public highway, the remaining 1.14 acres, more or less, being the
additional acreage hereby secured.

There will be no ingress and egress from the above described
lands onto the remaining property of the condemnee.

22-272

Now, therefore, we, as Appraisers aforesaid do hereby find and appraise the damages that will be suffered by reason of the taking of eminent to said lands for right of way purposes by the Department of Roads and Irrigation of the State of Nevada, and also damages due to prohibiting of access to said Highway, in amounts of:

Albert R. Williams and Ella M. Williams hus. & wf. as joint tenants	\$327.63
Merle Prinz, widow Florence Thord and her husband, first name unknown and	608.70
Carl Willehagen, tenant Prinz-Thord Land	68.91
Grace Bartels, widow	27,262.08
Chester Glaschoff, tenant Bartels Land	1,360.28
Max J. Pitrol and Mary Pitrol, husband and wife, as joint tenants, and Metropolitan Life Insurance Company, Mortgagee, as their interests appear.	5,247.40

Filed September 28, 1957
Jos. E. Strawn
County Judge

11 of which is hereby respectfully submitted.
dated this 28 day of September, 1957.

Charles E. Strawn
Joseph E. Strawn
 Appraisers

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA
(Certified Copy of Record)

STATE OF NEBRASKA
County of Sarpy

I, JOS. E. STRAWN Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

RETURN OF APPRAISERS

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS AND IRRIGATION

vs.

Albert F. Wittmus and Ella M. Wittmus,
husband and wife and joint tenants;

Marie Prinz, a widow; Florence Thoel and
her husband, first name unknown;

Grace D. Bartels, a widow;

Max J. Pitzel and Mary Pitzel, husband
and wife and joint tenants;

Carl Weildhagen, tenant (Prinz-Thoel land);

Chester Glashoff, tenant (Bartels land);

Metropolitan Life Insurance Company, a
New York Corporation, mortgagee (Pitzel
land);

Total Amount of Award on deposit with the County Judge.

Doc. M2

Page 15

No. 193

The original records thereof, now remaining in said Court; that the same are correct transcripts
of the whole of said original records.

In Witness Whereof I have hereunto set my hand
and affixed the seal of said County Court in Public
View, County of Sarpy, State of Nebraska, on this
10th day of October A.D. 1957

JOS. E. STRAWN
Judge of the County Court

By Helma A. [Signature]
Clerk of the County Court



FILED FOR RECORD 4-4-79 IN BOOK 52 IN PAGE 15-25
190 Paul S. Hillman
Missouri Real Estate
52-190

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 28 day of March, 1979, between the undersigned, OMAHA INDUSTRIAL FOUNDATION (OIF), THE OMAHA NATIONAL BANK (ONB), and FAIRNELL, a Partnership, (herein called "Grantor" whether one or more), and PACESETTER HOMES, INC., its successors and assigns, (hereinafter called "Grantee"),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner (OIF), Mortgagee (ONB) and option holder to part of the easement area (FAIRNELL), of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns forever, a permanent sewer and drainage easement in, through, under, over, on and across the areas described in Exhibits "A" and "B" attached hereto and incorporated herein. The width and exact locations of said permanent easementway are described in Exhibits "A" and "B" attached hereto and by this reference incorporated herein. This easement runs with the land.

2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of a sanitary sewer line including all related or necessary appurtenances thereto and the transmission through said sewers of sanitary sewage. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

Grantee shall have a temporary construction easement in, through, under, over, on, across and upon that portion of said real property described and identified as a temporary construction easement on said Exhibits "A" and "B" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said sanitary sewer facilities.

3. By accepting and recording this permanent easement grant, said Grantee covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition(s) as exists on date hereof.

4. Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that they are free from encumbrances; that Grantor has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

5. This agreement shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

Book # N26778

CTIC
ye

EXECUTED on the day and year first above written.

OMAHA INDUSTRIAL FOUNDATION

THE OMAHA NATIONAL BANK

By: ERM Harris Title Pres.

By: [Signature] Title _____

FAIRNELL, a Partnership

By: [Signature] Partner

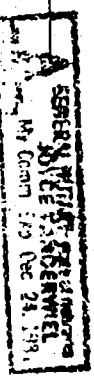
STATE OF NEBRASKA) On the day and year last above written,
) ss. before me, the undersigned a Notary Public
COUNTY OF DOUGLAS) in and for said County, personally came

Richard [Signature] of OMAHA INDUSTRIAL FOUNDATION, to me personally known to be the Secretary and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Omaha Industrial Foundation.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

My Commission expires Dec 24 1981

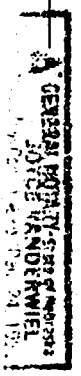


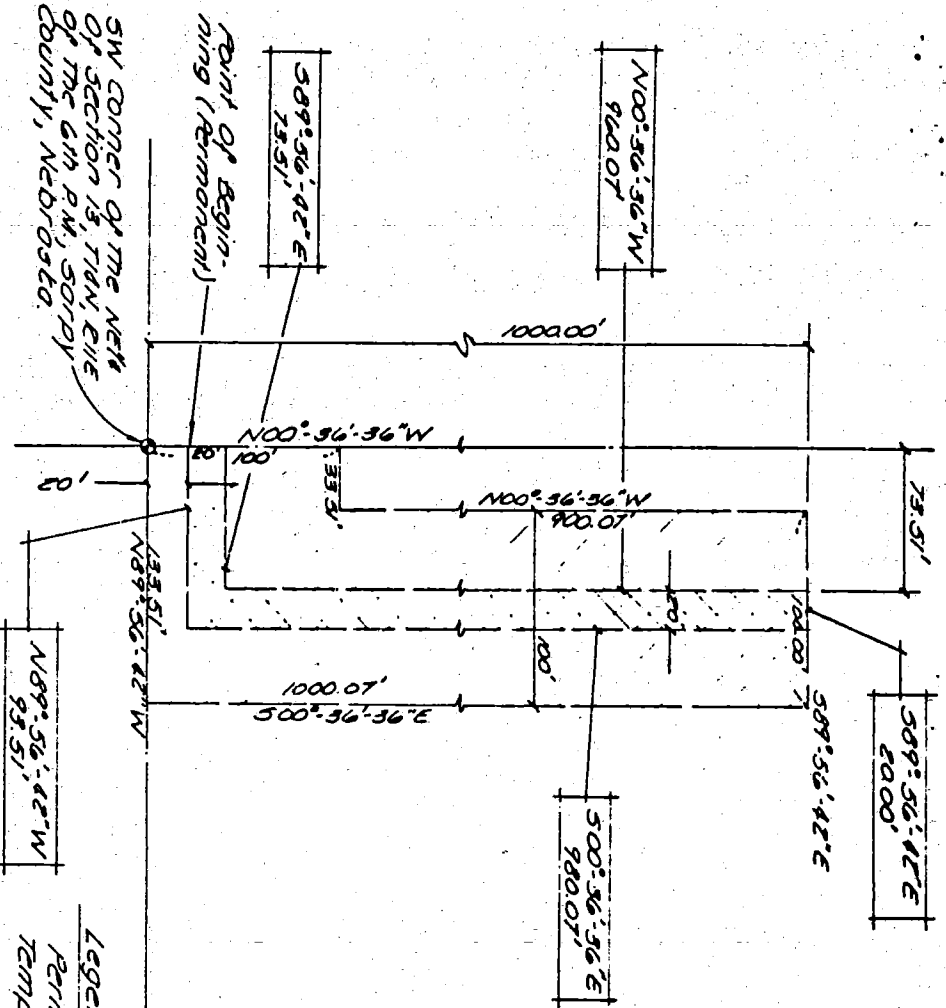
STATE OF NEBRASKA) On the day and year last above written,
) ss before me, the undersigned a Notary Public
COUNTY OF DOUGLAS) in and for said County, personally came
Richard [Signature] of THE OMAHA NATIONAL BANK, to me personally known to be the Secretary and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Omaha National Bank.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

My Commission expires Dec 24 1981



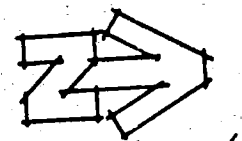


LEGAL DESCRIPTION:

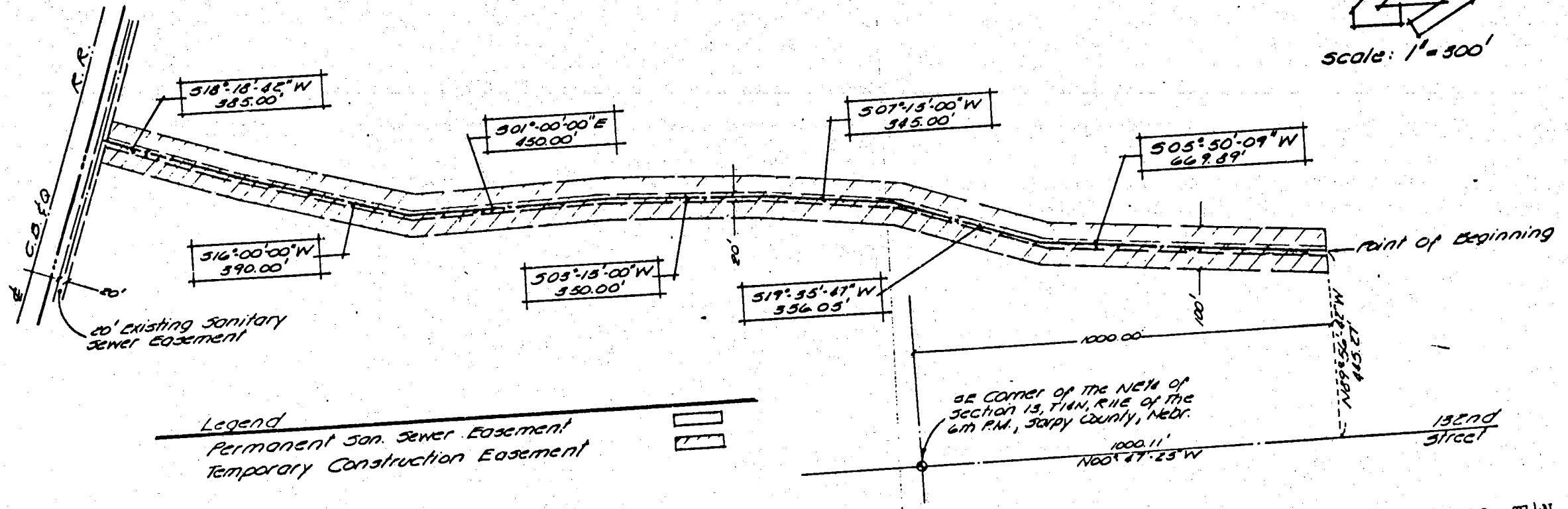
A 20' wide permanent Sanitary Sewer Easement through that part of the south 1000.00 feet of the NE $\frac{1}{4}$ of Section 13, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the S.W. corner of said NE $\frac{1}{4}$; thence N 00° 36' 36" W (assumed bearing) on the West line of said NE $\frac{1}{4}$, 20.00 feet to the Point of Beginning; thence continuing N 00° 36' 36" W on the West line of said NE $\frac{1}{4}$, 20.00 feet; thence S 89° 56' 42" E on a line 40.00 feet North of and parallel to the South line of said NE $\frac{1}{4}$, 73.51 feet; thence N 00° 36' 36" W on a line 73.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 960.07 feet; thence S 89° 56' 42" E on a line 1000.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 20.00 feet; thence S 00° 36' 36" E on a line 93.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 980.07 feet; thence N 89° 56' 42" W on a line 20.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 93.51 feet to the Point of Beginning.

LEGAL DESCRIPTION:

A 100.00 foot wide temporary Construction Easement through that part of the south 1000.00 feet of the NE $\frac{1}{4}$ of Section 13, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the S.W. corner of said NE $\frac{1}{4}$; thence N 00° 36' 36" W (assumed bearing) on the west line of said NE $\frac{1}{4}$, 100.00 feet; thence S 89° 56' 42" E on a line 100.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 33.51 feet; thence N 00° 36' 36" W on a line 33.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 900.07 feet; thence S 89° 56' 42" E on a line 1000.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 100.00 feet; thence S 00° 36' 36" E on a line 133.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 1000.07 feet to a point on the south line of said NE $\frac{1}{4}$; thence N 89° 56' 42" W on the south line of said NE $\frac{1}{4}$, 133.51 feet to the Point of Beginning.



Scale: 1" = 500'



Legend
 Permanent San. Sewer Easement [Double line symbol]
 Temporary Construction Easement [Single line symbol]

LEGAL DESCRIPTION:
 A 20.00 foot wide Permanent Sanitary Sewer Easement through that part of the South 1000.00 feet of the NE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of Section 13, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, the Centerline being described as follows: Commencing at the SE corner of said NE $\frac{1}{4}$; thence N 00° 47' 25" W (assumed bearing) on the East line of said NE $\frac{1}{4}$, 1000.11 feet; thence N 89° 56' 42" W on a line 1000.00 feet North of and parallel to the South line of said NE $\frac{1}{4}$, 445.27 feet to the point of beginning; thence S 05° 50' 09" W, 669.89 feet; thence S 19° 35' 47" W, 356.05 feet; thence S 07° 15' 00" W, 345.00 feet; thence S 03° 15' 00" W, 350.00 feet; thence S 01° 00' 00" E, 450.00 feet; thence S 16° 00' 00" W, 390.00 feet; thence S 18° 18' 42" W, 385.00 feet to a point on the Centerline of an existing 20.00 foot wide Sanitary Sewer Easement.
 ALSO, a 100.00 foot wide Temporary Construction Easement, 50.00 feet either side of the above described centerline.

EXHIBIT "B"

5-2-1703