

BEFORE THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA
THE STATE OF NEBRASKA
DEPARTMENT OF ROADS

Condemner

vs.

RETURN OF APPRAISERS

HUBERT HUGHES, a single man, Owner;
LORENZ F. ROYER and EVELYN ROYER,
husband and wife, Holders of Interest;
MAX PITZEL, JR. and MARY PITZEL,
husband and wife, Joint Tenants;
AILENE FITCH, a single woman, Owner;
LEWIS M. BOTTORFF, Owner; METTA
PAULINE BOTTORFF, wife of LEWIS M.
BOTTORFF; GEORGIA MUELLER BOTTORFF,
a widow, Mortgagee;

Condemnees

FILED FOR RECORD IN SARPY COUNTY NEBR. *June 6 1963* AT 11 O'CLOCK AM
AND RECORDED IN BOOK 32 OF *Page 10* *Plains Bank* REGISTER OF DEEDS

TO HONORABLE JOS. E. STRAWN, COUNTY JUDGE OF SARPY COUNTY, NEBR.

We, the undersigned appraisers, do hereby certify that under

and by virtue of an "Appointment of Appraisers" duly served upon us by

Richard A. White, Sheriff or ~~Deputy Sheriff~~ of Sarpy
County, Nebraska, on the 19 day of April, 1963, and after

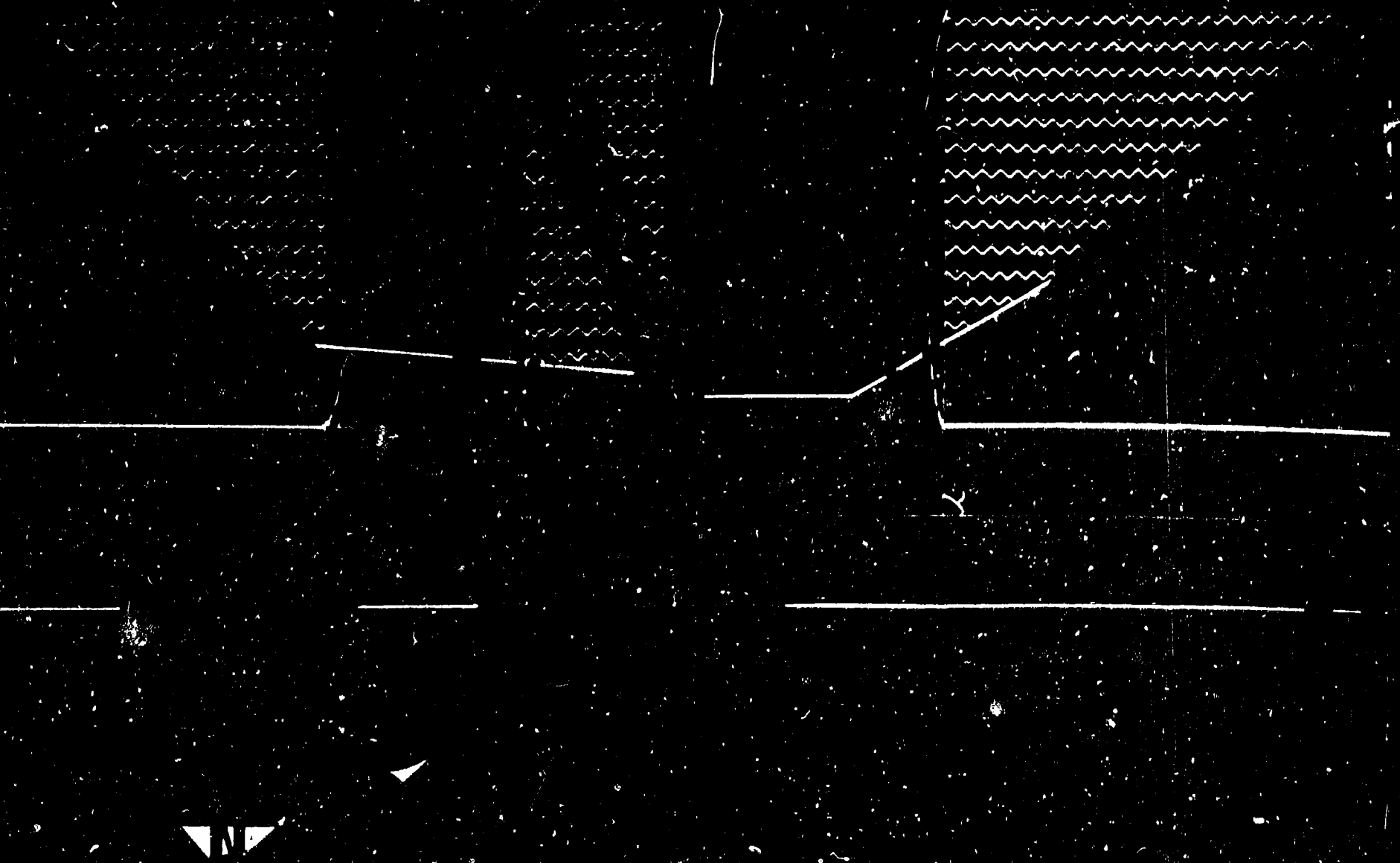
having taken and filed the "Oath of Appraisers" that we did carefully
inspect and view the property described herein, sought to be appropriated
by the State of Nebraska, Department of Roads, and also other property
of the condemnees alleged damaged thereby and did hear all parties
interested therein in reference to the amount of damages sustained.
While we were so inspecting and viewing the property herein described
and thereafter did assess the damages that the condemnees have sustained
or will sustain by such appropriation of the property herein described
for State highway purposes and also damage to such other property of
the condemnees as in our opinion was damaged by the appropriation of
the property hereina described:

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

Land Owners: Max J. Pitzel, Jr. and Mary Pitzel, husband and wife, Joint Tenants.

Project: I-80-9 (91) AFE: R-172b Sarpy County, Nebraska

Permanent easement to a tract of land for the control of outdoor advertising as illustrated on the attached plat and being more particularly described as all that part of the South-east Quarter of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, lying within 660 feet of the Interstate Highway Right of Way Controlled Access line as measured at right angles to the centerline of said Interstate Highway, and being in accordance with the provisions of Section 84-907, R.R.S. 1943; approved and filed on June 15, 1961.



Divide the R.G. CONTRA

Project 1809904 App. County AFE R-172

Tract 192

Holder of Record Max Pitzel Jr
Location SE 1/4 Sec 13-T14-NR11E

□ R.O.W

— Contr Access Line

▤ Adv Easement

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Now, therefore, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for State highway purposes by the State of Nebraska, Department of Roads in the amount of:

- To: Hubert Hughes, a single man, Owner: \$ 450.00
- To: Lorenz F. Rohrer and Evelyn Rohrer, husband and wife, Holders of Interest: \$ 100.00
- To: Max Pitzel, Jr. and Mary Pitzel, husband and wife, Joint Tenants: \$ 100.00
- To: Ahlene Fitch, a single woman, Owner: \$ 120.00
- To: Lewis M. Bottorff, Owner; Melta Pauline Bottorff, wife of Lewis M. Bottorff; George Mueller Bottorff, a widow, Mortgagee: \$ 50.00

All of which is hereby respectfully submitted.

Dated this 31 day of May, A. D., 1963.

Ruby Fendley
Jerry Howard
Edna Warner
 Appraisers

Subscribed and sworn to before me this 31 day of May.

Jess E. Lawrence
 County Judge



WITNESSED

THIS INDENTURE, made this 6th day of July

1964, between the CHICAGO, EURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, hereinafter called the GRANTOR, whether one or more, and the STATE OF NEBRASKA, hereinafter called the Grantee:

WITNESSETH, That the Grantor, in consideration of the sum of Seventy-five and No/100 Dollars (\$75.00), in hand paid, the receipt of which is hereby acknowledged, the Grantor grants and conveys unto Grantee the right to prohibit or control any and all outdoor advertising signs or displays, and other advertising devices, in the interest of public safety, welfare and convenience, relating to the control of advertising in areas adjacent to the National System of Interstate and Defense Highways in Nebraska, pursuant to Section 39-1320.03, R.S. Supp. 1961, and in accordance with the rules and regulations pursuant to the provisions of Section 84-907 R.R.S. 1943, approved and filed June 15, 1961, over and across a tract of land in Sarpy County, Nebraska, described as follows:

A tract of land for the control of outdoor advertising as illustrated on the attached plat and being more, particularly described as all that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township Fourteen (14) North, Range Eleven (11) East of the 6th Principal Meridian, and that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eighteen (18), and the Northwest Quarter (NW $\frac{1}{4}$) of Section Nineteen (19), both in Township Fourteen (14) North, Range Twelve (12) East of the 6th Principal Meridian, all in Sarpy County, Nebraska, lying within 500 feet of the Interstate Highway right of way controlled access lines as measured at right angles to the centerline of said Interstate Highway and being in accordance with the rules and regulations relating to the control of advertising in areas adjacent to the National System of Interstate and Defense Highways in Nebraska, which were adopted pursuant to Section 39-1320.03, R.S. Supp., 1961, and in accordance with Section 84-907 R.R.S. 1943, approved and filed on June 15, 1961, as shown shaded red on attached Grantor's print dated February 11, 1964.

FILED FOR RECORD IN SARPY COUNTY NEAR Lincoln AT 9 O'CLOCK P.M.

AND RECORDED IN BOOK 4825 OF Page 332

Walter REGISTERED CLERK

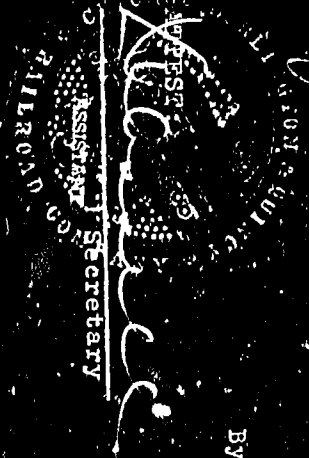
250-332

IN WITNESS WHEREOF, The Grantor has caused its corporate name to be hereunto signed by its Secretary and Treasurer and its corporate seal to be hereto affixed this 6th day of July

A.D. 1964.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By W.K. Bush



APPROVED
As To Form <u>W.K. Bush</u> Law Dept.
As To Property Interests <u>W.K. Bush</u> Land Dept.
As To Description <u>W.K. Bush</u> Engineering Dept.
As To Audit <u>W.K. Bush</u> Auditing Dept.
PREVIOUSLY APPROVED

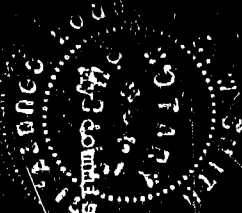
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 6th day of July, 1964, personally appeared W. K. BUSH, to me personally known, who being by Secretary and Treasurer of the

Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said W. K. BUSH acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 6th day of July, A.D., 1964.

W.K. Bush
Notary Public



Commission expires the 31 day of June, 1965.

36-334
13
RILEY

P.S. 832+60.6
SO = 1023.16'

P.C. 835+26.6
C = 1003'

T.D. = 7°48' 0.5" Ch 35
E.C. 840+00.0

SO = 1023.16'
P.T. 845+63.4

21815 32° 48' C.P. #30.32
21.36 646'-01' Cont. Curv. #30.31

1111 31° 40' C.P. #30.15
1181 810'-26' Cont. Curv. #30.14
P.T. 840 End Ditch 25' L.O. 141.40'

81225 30° 24' C.P. #30.03
8152.9

END MEASURED MILE

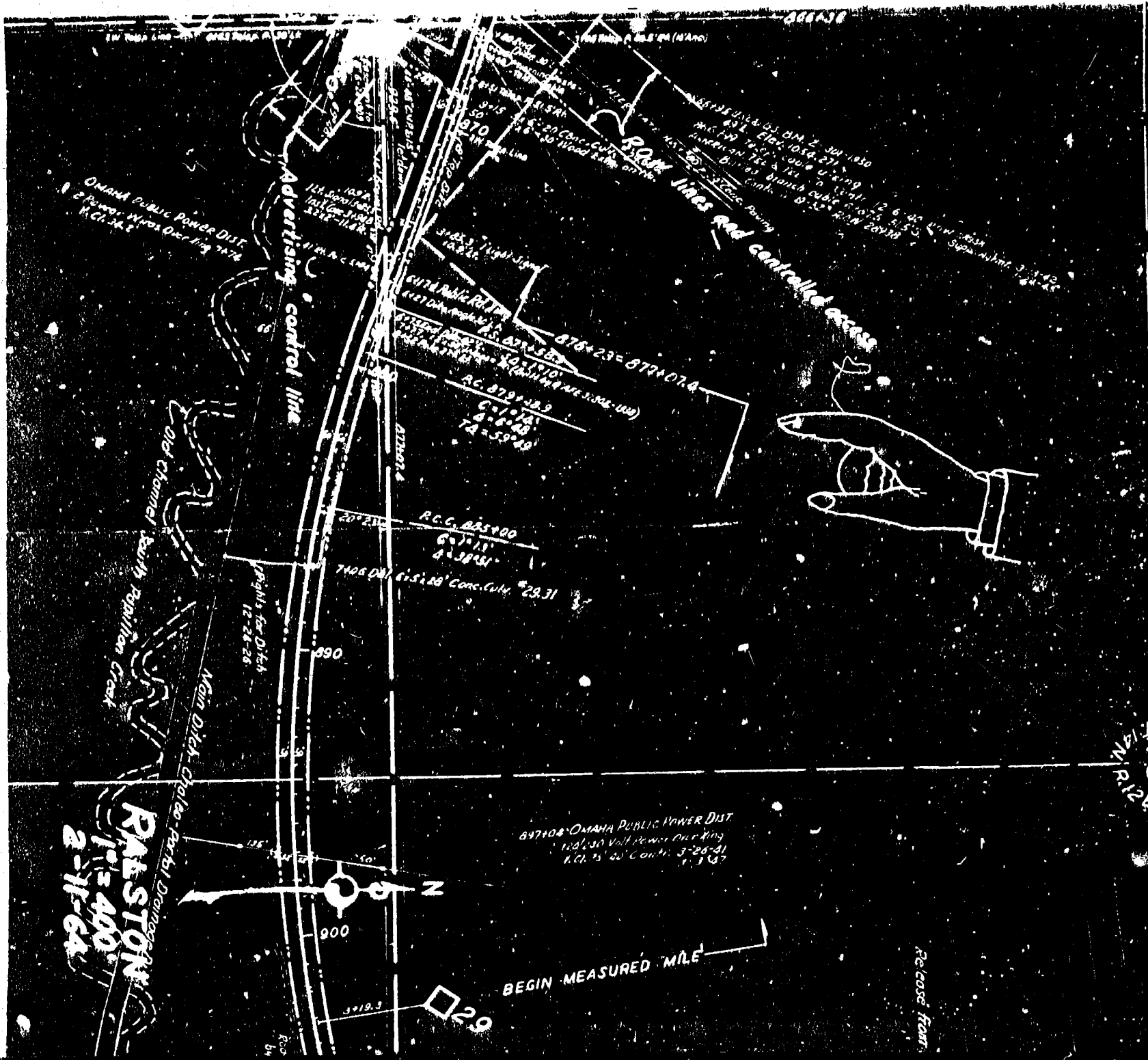
SCALE 1"=400'

Advertising control line

3489 E. 3rd, Tulsa County Underwriting
NORTHWESTERN BULL. THE ASSOCIATION
Cont. 5-11-55 ROW ASSOCIATION

2131 End Ditch 25' L.O. 141.40'
21006 Dbl. 48' 6" a 4' 0" Mult. Plate Arch. 6' 11" 11.12
3158 4 Public Road King (Jone) Cont. with state
O.H. 8451940
O.H. 8451954
28 Rock Road
30' Roadway

24



18
3/21/64

36-335-

Release Form

41-624

FILE FOR RECORD IN SARTY COUNTY NEB. Q-217 Vol. 11, p. 31, A

RECORDED IN BOOK 41 OF MISCELLANEOUS DEEDS PAGE 355

Miss M. Anderson

PARTIAL RELEASE OF EASEMENTS

WHEREAS, AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA secured a grant of right of way and easement, dated October 1, 1940 and recorded October 9, 1940, in Miscellaneous Book 10 at Page 355 in the Office of the Register of Deeds of Sarpy County, Nebraska covering:

A strip of land one rod wide across the South 85 1/2 acres of the Southeast Quarter of Section 13, Township 14 North, Range 11, East of the 6th P. M. in Sarpy County, Nebraska.

WHEREAS, AMERICAN TELEPHONE AND TELEGRAPH COMPANY subsequently acquired two grants of right of way and easement covering said real estate, both recorded May 20, 1958 in Miscellaneous Book 23 at Page 273, and in Miscellaneous Book 23 at Page 275.

WHEREAS, a portion of said land is also described as Tax Lot 6. WHEREAS, said right of way and easement is actually located South of the CB&Q Railroad Right of Way.

NOW, THEREFORE, for valuable consideration, the undersigned, for itself and as successor in interest to American Telephone and Telegraph Company of Nebraska, hereby releases said grants of right of way and easement as to all of Tax Lot 6 lying North of the CB&Q Railroad Right of Way in the Southeast Quarter of Section 13, Township 14 North, Range 11, East of the 6th P. M. in Sarpy County, Nebraska.

RESERVING AND EXCEPTING, however, unto American Telephone and Telegraph Company, its associated and allied companies, its and their respective successors and assigns, all right, title and interest which it has or may have under and by virtue of the aforesaid grants of right of way and easement in and to lands not herein specifically described.

EXECUTED this 19th day of September, 1969.

Approved: _____ AMERICAN TELEPHONE AND TELEGRAPH COMPANY
as to them

By: *[Signature]*
Area Plant Manager

[Signature]
Secretary



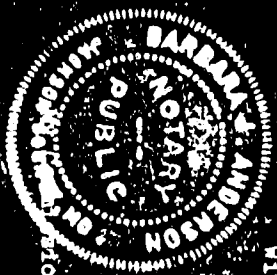
1756 X

STATE OF MISSOURI
County of Jackson } SS.

41-625-

On this 19th day of September, 1969, before me, a Notary Public in and for said County, personally came the above named H. Y. Griffith, of American Telephone and Telegraph Company, who is personally known to me to be the identical person whose name is affixed to the above instrument as Area Plant Manager of said Corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal the date last aforesaid.



Barbara Anderson
Notary Public

My Commission Expires the 13th day of July, 1973.

B 146 INDUSTRIAL AVENUE, A

W02

P 305 WISCONSIN CO- PARTNERSHIP

D/ FEB 1, 1971

BY FRANKLIN P. ROVENS

F/ MAR 1, 1971

PARTNERSHIP

of \$1.00 AND

BY DONALD W. DELERANT

PARTNERSHIP

TO

OMAHA INDUSTRIAL

FOUNDATION

C 76 S41 & 76 6B EYC 1.14 ACRES IN SE COR CONDENSED

FOR HWY IN SEC 13-14-11 SEW

SUBD TO M76 186-293

NW ACK OK

NW ACK OK

HMA DFT IN 28" 13-14-11 (2CN)

DFT 1 IN AC IN 28 COR CONDENSED FOR

PAINT MEASUREMENT OF GBT & WTS FROM

WITS DFT OF 15 241 & 1402 23 OF 15 0

BISSEY 14M 322 2402

WIK BISSEY 215 & WADA C/ 2 102 000.00

40

6/ 20T 15 1850

6 303 1402200

D/ APR 15 1852

B 180 1500000 6 600000

WIT

148-1854

CORNHUSKER RACEWAY PARK, INC.

CORNHUSKER RACEWAY PARK, INC.

a corporation

organized and existing under and by virtue of the laws of the State of **NEBRASKA**, for

and in consideration of the sum of (\$75,000.00) **Seventy-Five Thousand** **DOLLARS**

in hand paid does hereby grant, bargain, sell and convey unto **KPF Syddicate**

grantee(s) the following described real estate, situated in the County of

SARPY and State of **NEBRASKA** to-wit: That part of the South 1/2 of Section 13, Township 14 North, Range 11 East of the 5th Principal meridian, in Sarpy County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of said Section 13; thence North 90°00'00" East on the South line said Section a distance of 4516.93 feet; thence on a line bearing North 44°51'43" East a distance of 46.55 feet to the North right-of-way line of the County Road, which point is the true point of beginning; thence on a line bearing North 90°00'00" West on the North right-of-way line said County Road a distance of 1804.22 feet; thence on a line bearing North 0°00'07" West a distance of 245.15 feet; thence on a line bearing North 37°15" West a distance of 676.70 feet to the centerline of drainage way; 38" thence along the centerline of drainage way on a line bearing North 35°54'38" East a distance of 72.47 feet to the inlet of a 6'x6' reinforced concrete culvert; thence on a line bearing North 29° 07'15" East on the centerline of said 6'x6' reinforced concrete box culvert a distance of 312.75 feet to the outlet of said culvert; thence on a line bearing North 18°10'15" East along the centerline of drainage way a distance of 109.3 feet; thence on a line bearing North 64°54'15" East along the centerline at drainage way a distance of 136.20 feet to a witness corner; thence continuing on the line bearing North 64°54'15" East a distance of 45.00 feet to the junction of the drainage way and the centerline of South Papillion Creek; thence Southeasterly along the centerline of South Papillion Creek to the junction of the centerline of South Papillion Creek with the Westerly right-of-way line of Interstate Highway No.80; Thence on a line South 44°51'43" West on the Westerly right-of-way line of Interstate Highway No.80 a distance of 71 feet to a witness corner; thence continuing on a line bearing South 44°51'43" West on the Westerly right-of-way line of Interstate Highway No.80 a distance of 113.51 feet to the true point of beginning.

FILED FOR RECORD *7-24-73* *AM 10:30* IN BOOK *144* OF *Deeds* *625*
 PAGE *1854* *Carl & Hilke* REGISTER OF DEEDS, SARPY COUNTY, NEB.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said grantee(s) and to his, her or their heirs and assigns forever.

And the grantor herein for itself or its successors, does hereby covenant and agree to and with the said grantee(s) and his, her or their heirs 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; that they are free from encumbrance

NEBRASKA DOCUMENTARY
 STAMP TAX
 JUL 24 1973
 \$82.52
 BY *ORH*

That grantor does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said grantor has caused this instrument to be executed by its president and its corporate seal to be affixed hereto.

Signed this *16th* day of *July*
 In the Presence of

By *Donald J. Kroeger*
 Attest: *Donald J. Kroeger*
 Secretary

Rec # *028970*

RECORDED
INDEXED
AUG 31 1913
\$44.00 BY *Beck*

WARRANTY DEED

148-2309

KNOW ALL MEN BY THESE PRESENTS, That CORNHUSKER RACEWAY PARK, INC., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, for and in consideration of the sum of Two Dollars and Other Valuable Consideration (\$2.00) in hand paid does hereby grant, bargain sell and convey unto DAVID A. BAXTER & SONS, INC. (grantee) the following described real estate, situated in the County of Sarpy and State of Nebraska, to-wit:

That part of the Southeast Quarter of Section 13, Township 14 North, Range 11 East of the 6th Principal Meridian, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 13, thence North 90° 00' 00" East along the South line of said Section 13 a distance of 4516.93 feet; thence on a line bearing North 44° 51' 43" East a distance of 231.06 feet to the centerline of South Papillion Creek and the true point of beginning; thence continuing on a bearing of North 44° 51' 43" East a distance of 74.5 feet to a witness corner; thence continuing on a bearing of North 44° 51' 43" a distance of 291.33 feet to a point which is 50 feet distance from and right angles to the Burlington Northern Railroad; thence on line bearing North 70° 42' 27" West, said line being 50 feet Southwesterly of and parallel to the centerline of the Burlington Northern Railroad, a distance of 2002.11 feet to the beginning of a 250' spiral curve; thence on a line 50 feet Southerly of and parallel to said spiral curve 249.35 feet (the long chord of said spiral having a bearing at North 71° 09' 45" West and a length of 249.32 feet; said point also being the beginning of 3737.56 foot radius curve concave Southerly with a long chord bearing North 73° 01' 16" West and length of 174.07 feet); thence on a line 50 feet Southerly of and parallel to said 3737.56 foot rod. Curve a distance of 174.09 feet to a point on the North and South line through the center of said Section 13; thence on a bearing of South 00° 36' 53" East along the North-South centerline of said Section 13 a distance of 253.88 feet to a witness corner; thence continuing on the bearing of South 00° 36' 53" East a distance of 72.0 feet to the centerline of South Papillion Creek; thence Southeasterly along the centerline of South Papillion Creek on the following bearing of South 80° 05' 09" East a distance of 338.19 feet; thence South 78° 59' 10" East a distance of 384.37 feet; thence South 67° 42' 08" East a distance of 338.53 feet; thence South 59° 34' 19" East a distance of 170.15 feet; thence South 67° 36' 16" East a distance of 163.93 feet; thence South 59° 48' 15" East a distance of 190.98 feet; thence South 67° 49' 53" East a distance of 587.07 feet to the true point of beginning. Containing 14.235 acres more or less. The South line of said Section 13 is assumed to bear due east and west.

FILED FOR RECORD *8-31-13* AM *1:30 PM* IN BOOK *148* OF *Deeds* *625*
PAGE *1309* Carl & Hilda *625* REGISTER OF DEEDS, SARPY COUNTY, NEB.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said grantee and to its successors and assigns forever.

And the grantor herein for itself or its successors, does hereby covenant and agree to and with the said 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; that they are free from encumbrance subject to easements of record.

That grantor does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

file # 030268

KNOW ALL MEN BY THESE PRESENTS, That K. P. F., SYNDICATE, A Nebraska Partnership consisting of Donald E. Kroeger; Warren F. Peterson; Raymond V. Fackler; and Everett F. Fogelstrom Two Dollars (\$2.00) in consideration of in hand paid, do hereby grant, bargain, sell, convey and confirm unto P-K Investment Co., A Nebraska Partnership

NEBRASKA DOCUMENTARY STAMP TAX DOLLARS AUG 1 1975 BY [Signature]

the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit: That part of the South 1/2 of Section 13, Township 14 North, Range 11 East of the 6th Principal Meridian, Sarpy County, Nebr., more particularly described as follows: Commencing at the Southwest corner of said Section 13; thence No. 90°00'00" East along the South line of said Section 13, a distance of 2025 Ft., thence North 0°00'00" East a distance of 33.00 Ft. to a point on the North right-of-way line at County road, thence continuing North 0°0'0" East along the centerline of drainage way a distance of 215.04 feet; thence No. 19°46'41" East along centerline of drainage way a distance of 162.13 feet; said point being the true point of beginning; thence No. 35°54'38" East on the centerline of drainage way a distance of 72.51 feet to the centerline of a 6 foot by 6 foot reinforced concrete box inlet; thence No. 29°07'15" east along centerline of 6 foot by 6 foot reinforced concrete box for 312.06 together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Grantors of, in, or to the same, or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said P-K Investment Co.

and to their heirs and assigns forever, and we the said Grantors for ourselves and our heirs, executors, and administrators, do covenant with said P-K Investment Co. and with their heirs and assigns,

that we are lawfully seized of said premises, that they are free from encumbrance

FILED FOR RECORD July 25 1975 REGISTRY OF DEEDS: SARPY COUNTY, NEB. Carl F. Hillborn

and that we will and our heirs, executors, and administrators shall warrant and defend the same unto the said P-K Investment Co. and their heirs and assigns, forever, against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF we have hereunto set our hand this 31st day of July A. D. 1975

[Signatures of Ray V. Fackler, Roma Jean Fackler, Everett F. Fogelstrom, and Barbara H. Kroeger]

STATE OF NEBRASKA } ss. County of Douglas, } On this 31st day of July

A. D. 1975, before me, a Notary Public in and for said County, personally came the above named Donald E. Kroeger; Barbara H. Kroeger; Warren F. Peterson; Virginia L. Peterson; Ray V. Fackler; Roma Jean Fackler; Everett F. Fogelstrom; and Mary Lou Fogelstrom, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they

James M. Patton Notary Public, My Commission Expires April 13, 1978

My commission expires on the 13 day of April A. D. 1978

Act 467558

HAVE THIS DEED RECORDED

WARRANTY DEED

From.....

To.....

STATE OF NEBRASKA, } ss.
Douglas County, }

Entered in Numerical Index and filed for
Record in the Register of Deeds' Office of said
County, the..... day of.....
19....., at..... o'clock..... M., and
recorded in Book..... of Deeds. Page.....

Register of Deeds.

By..... Deputy

Mail To.....

Num'l..... Gen'l.....

Compared by.....

Paged Numerical..... Paged General.....

Time Rec'd..... Fee.....

Additional copies may be obtained at the office of the
Omaha Real Estate Board.

feet; said point being the outlet of said reinforced concrete box; thence
No. 18°10'15" east along the centerline of drainage way a distance of
109.30 feet; thence North 64°54'15" east along the centerline of drainage
way a distance of 136.20 feet to a witness corner; thence continuing North
64°54'15" east along the centerline of drainage way a distance of 45.0 Ft.
to the centerline of South Papillion Creek; thence South 82°41'08" east
along the centerline of South Papillion Creek; a distance of 178.04 Feet;
thence South 80°05'09" east along the centerline of South Papillion Creek
a distance of 97.63 feet; thence South 00°00'07" east a distance of 595.08
feet; thence North 78°42'18" west a distance of 676.75 feet to point of
beginning.

152-15781A

SE
P3

EXHIBIT "A"

That part of the Southeast Quarter of Section 13, Township 14 North, Range 11 East of the 6th Principal Meridian, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 13, thence North $09^{\circ} 00' 00''$ East along the South line of said Section 13 a distance of 4516.93 feet; thence on a line bearing North $44^{\circ} 51' 43''$ East a distance of 231.06 feet to the centerline of South Papillion Creek and the true point of beginning; thence continuing on a bearing of North $44^{\circ} 51' 43''$ East a distance of 74.5 feet to a witness corner; thence continuing on a bearing of North $44^{\circ} 51' 43''$ a distance of 291.33 feet to a point which is 50 feet distance from and right angles to the Burlington Northern Railroad; thence on line bearing North $70^{\circ} 42' 27''$ West, said line being 50 feet Southwesterly of and parallel to the centerline of the Burlington Northern Railroad, a distance of 2002.11 feet to the beginning of a 250' spiral curve; thence on a line 50 feet Southerly of and parallel to said spiral curve 249.35 feet (the long chord of said spiral having a bearing at North $71^{\circ} 09' 45''$ West and a length of 249.32 feet; said point also being the beginning of 3737.56 foot radius curve concave Southerly with a long chord bearing North $73^{\circ} 01' 16''$ West and length of 174.07 feet); thence on a line 50 feet Southerly of and parallel to said 3737.56 foot rod. Curve a distance of 174.09 feet to a point on the North and South line through the center of said Section 13; thence on a bearing of South $00^{\circ} 36' 53''$ East along the North-South centerline of said Section 13 a distance of 253.88 feet to a witness corner; thence continuing on the bearing of South $00^{\circ} 36' 53''$ East a distance of 72.0 feet to the centerline of South Papillion Creek; thence Southeasterly along the centerline of South Papillion Creek on the following bearing of South $80^{\circ} 05' 09''$ East a distance of 338.19 feet; thence South $78^{\circ} 59' 10''$ East a distance of 384.37 feet; thence South $67^{\circ} 42' 08''$ East a distance of 338.53 feet; thence South $59^{\circ} 34' 19''$ East a distance of 170.15 feet; thence South $67^{\circ} 36' 16''$ East a distance of 163.93 feet; thence South $59^{\circ} 48' 15''$ East a distance of 190.93 feet; thence South $67^{\circ} 49' 53''$ East a distance of 567.07 feet to the true point of beginning. Containing 14.235 acres more or less. The South line of said Section 13 is assumed to bear due east and west.

50-192

NOTICE OF ASSIGNMENT OF EASEMENTS

N W B
RAW PERMIT
NO. 20,029

To Whom It May Concern:

You are hereby notified that American Telephone and Telegraph Company, successor to American Telephone and Telegraph Company of Nebraska assigned certain easements for communication systems to Northwestern Bell Telephone Company on property located in various counties in the State of Nebraska. Such assignment covers the following described easements located in the county named below:

GRANTORS: Clem Helibusch
Matilda K. Helibusch

DESCRIPTION: ~~Section 13, Township 14N, Range 11E, County of Sarpy, and State of Nebraska, more particularly described as the South 8 1/2 acres of the SE 1/4 of said section.~~

FILED FOR RECORD 3-16-77 AT 9:10 A M. IN BOOK 50 OF Misc Rec 3-25
PAGE 192 Carl A. Hilliker REGISTER OF DEEDS, SARPY COUNTY, NEB.

and which is recorded in the records of Sarpy County, Nebraska, on the 9th day of October, 1940 in Book 10 Misc., Page 355.

NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

Date 2-21-77 By Carl A. Hilliker
R/W & Liaison Coordinator

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 21st day of February, 1977, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named George B Givler, R/W & Liaison Coordinator of Northwestern Bell Telephone Company, who is personally known to me to be the identical person whose name is affixed to the above Notice of Assignment of Easements. He acknowledges the execution thereof to be his voluntary act and deed as such representative, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.

GENERAL NOTARY - State of Nebraska
IDA B. MYERS
My Comm. Exp. June 21, 1980

Ida B Myers
Notary Public

My commission expires the 21st day of June, 1980.

File # 64300

NOTICE OF ASSIGNMENT OF EASEMENTS

To Whom It May Concern:

50-193
N W B
R/W PERMIT
No. 20,030

You are hereby notified that American Telephone and Telegraph Company, successor to American Telephone and Telegraph Company of Nebraska assigned certain easements for communication systems to Northwestern Bell Telephone Company on property located in various counties in the State of Nebraska. Such assignment covers the following described easements located in the county named below:

GRANTORS: Max Pitzel, Jr.
Mary Pitzel

DESCRIPTION: ³⁸⁵ of the South 85 1/2 acres of the Southeast One-quarter (SE 1/4) of Section Thirteen (13), except the right of way of the C.B.&Q.R.R., Twp. 14 North of Range 11 East, County of Sarpy, and State of Nebraska.

FILED FOR RECORD 3:16 PM AT 9:11 AM M. IN BOOK 50 OF Max Pitzel 25
PAGE 193 Carl & Hilbert REGISTER OF DEEDS, SARPY COUNTY, NEB.

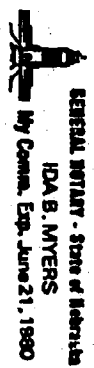
and which is recorded in the records of Sarpy County, Nebraska, on the 20th day of May, 1958, in Book 23, page 273 & 275.

NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

Date 2-21-77 By [Signature]
STATE OF NEBRASKA) R/W & Liaison Coordinator
) SS
COUNTY OF DOUGLAS)

On this 21st day of February, 1977, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named George B. Givler, R/W & Liaison Coordinator of Northwestern Bell Telephone Company, who is personally known to me to be the identical person whose name is affixed to the above Notice of Assignment of Easements. He acknowledges the execution thereof to be his voluntary act and deed as such representative, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.



[Signature]
Notary Public

My commission expires the 21st day of June, 1980.

File # 64301
A

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.

fect 026798

CTIC
JR

EXECUTED on the day and year first above written.

OMAHA INDUSTRIAL FOUNDATION

THE OMAHA NATIONAL BANK

By: B. B. Morris Pres.
Title

By: [Signature]
Title

FAIRNELL, a Partnership

By: [Signature]
Partner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came

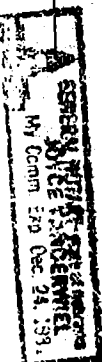
President of OMAHA INDUSTRIAL FOUNDATION, to me personally known to be the same and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Omaha 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)
COUNTY OF DOUGLAS) ss.

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came

President of THE OMAHA NATIONAL BANK, to me personally known to be the same 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.

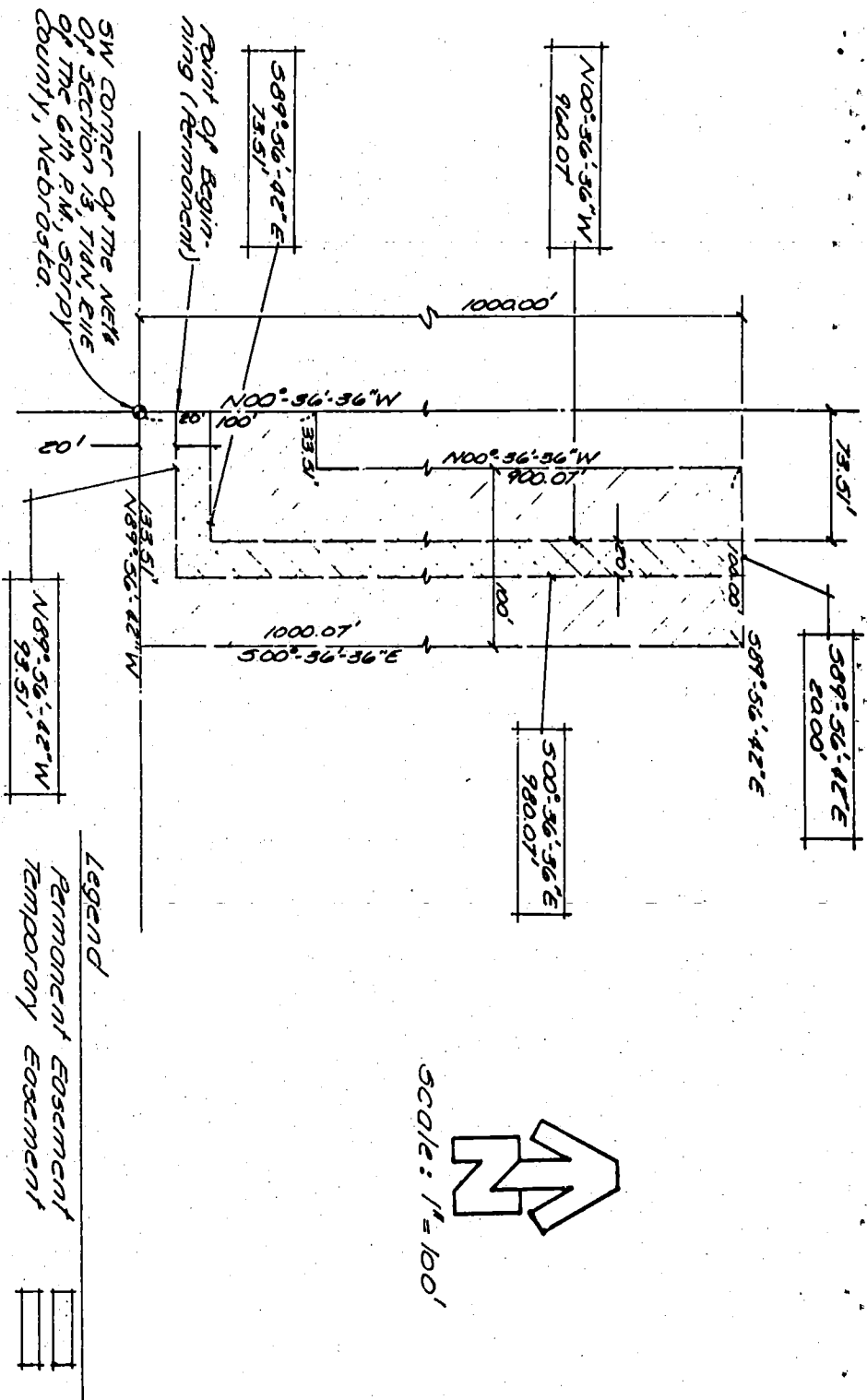
WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

My Commission expires

Dec 24 1981



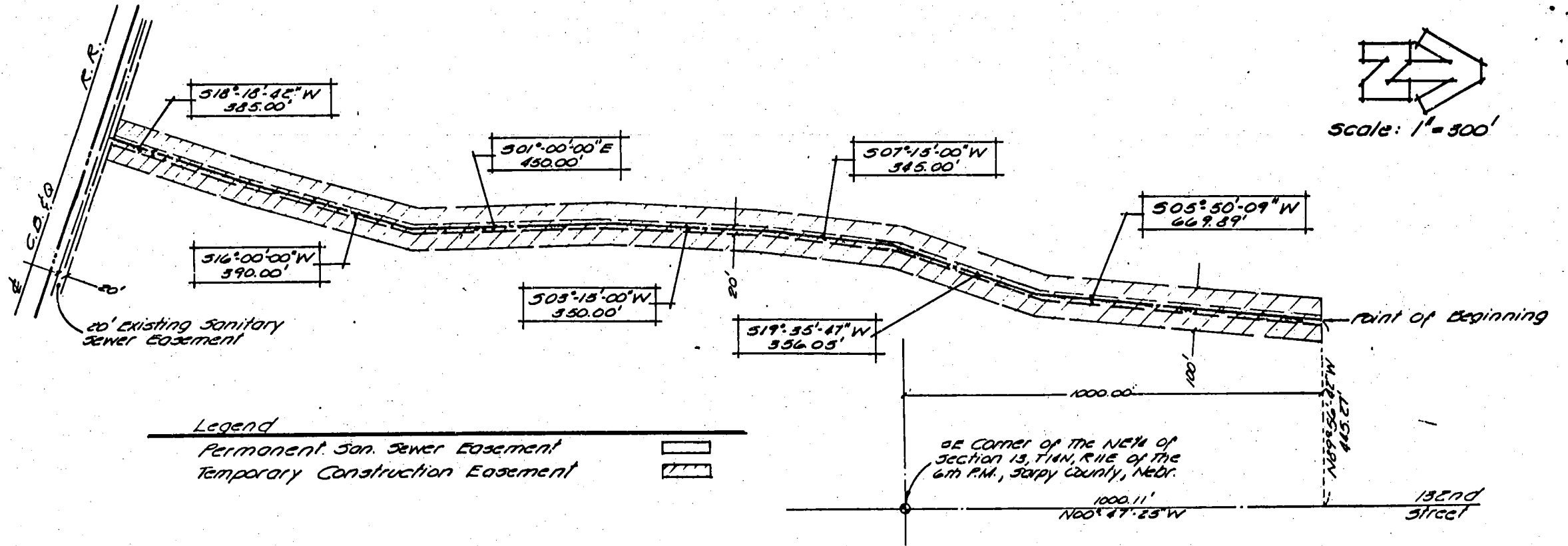


LEGAL DESCRIPTION:

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.



Legend

Permanent San. Sewer Easement

Temporary Construction Easement

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 $\frac{1}{4}$, 1000.00 feet; thence S 19° 35' 47" W, 356.05 feet; thence S 07° 15' 00" W, 345.00 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.

FILED FOR RECORD 11-30-79 M. P. 31 L. N. 52
REG. 830 Carl R. Hillard REGISTER OF DEEDS, SARPI COUNTY, NEB. 29

CONSENT TO PERPETUAL EASEMENT AND COVENANT

WHEREAS, Freeman Company, Inc., Trustee, is the legal holder of an option to certain real estate owned by Omaha Industrial Foundation, a portion of which land has been subjected to a perpetual easement and covenant, attached hereto as Exhibits A and B: and

WHEREAS, Freeman Company, Inc., Trustee, for valuable consideration, wishes to consent to said perpetual easement and covenant; and WHEREAS, Fairnell, a Partnership, and the entity for which

Freeman Company, Inc. holds the option for said real estate has consented to said perpetual easement and is agreeable to consenting to said covenant;

NOW, THEREFORE, it is agreed as follows:

1. Freeman Company, Inc. hereby consents to and ratifies the perpetual easement and covenant attached hereto as Exhibits A and B.
2. Fairnell, a Partnership, hereby consents to and agrees to the covenant attached as Exhibit B.

EXECUTED this 10th day of AUGUST, 1979.

FREEMAN COMPANY, INC., TRUSTEE
BY: [Signature]
President

FAIRNELL, A Partnership
BY: [Signature]
Partner

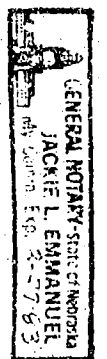
STATE OF NEBRASKA)
) ss. On this 10th day of AUGUST, 1979, before me, the undersigned a Notary Public in and for said County, personally came Joe Dennis, President of FREEMAN COMPANY, INC., to me personally known to be the

President and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

[Signature]
Notary Public

My Commission expires 11-29-83



STATE OF Michigan)
COUNTY OF Livonia)

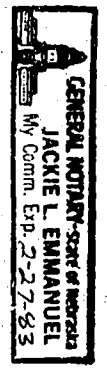
On this 1st day of AUGUST, 1979, before me, the undersigned a Notary Public in and for said County, personally came Joe Devolis

ss. Partner of FAIRNELL,
a Partnership, to me personally known to be a partner person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Partner and the voluntary act and deed of the said Partnership.

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

Jackie L. Emmanuel
Notary Public

My Commission expires 2-27-83



24828 B

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 PACSETTER 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.

EXHIBIT A

EXECUTED on the day and year first above written.

OMAHA INDUSTRIAL FOUNDATION

THE OMAHA NATIONAL BANK

By: EBM:is Pres.
Title

By: J. W. M. L. VP
Title

FAIRNELL, a Partnership

By: [Signature]
Partner

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

President of OMAHA INDUSTRIAL FOUNDATION, to me personally known to be the President 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.

Joyce Vandenberg
Notary Public



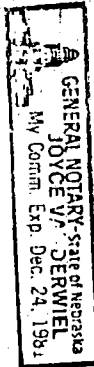
My Commission expires Dec 24, 1981

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

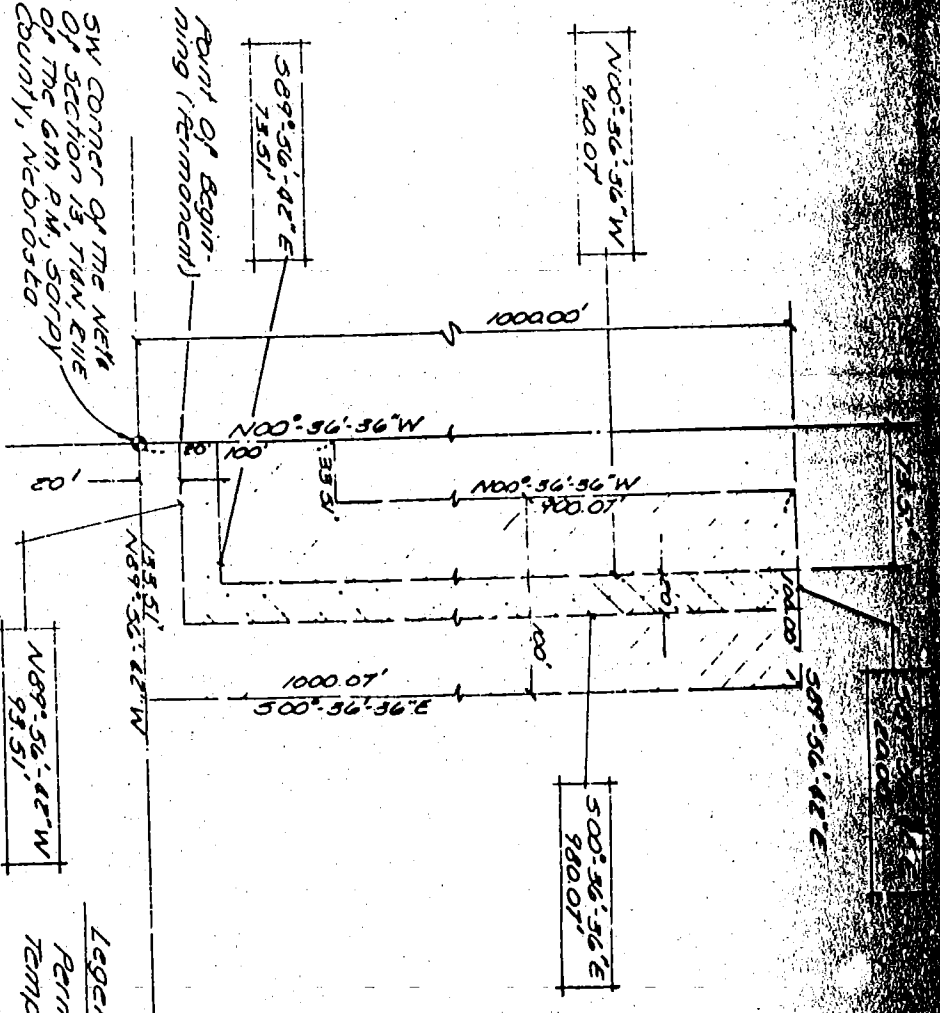
President of THE OMAHA NATIONAL BANK, to me personally known to be the President and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Omaha National Bank.

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

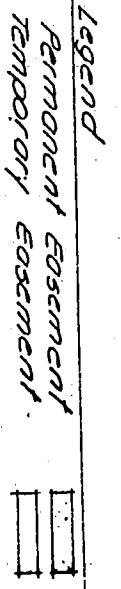
Joyce Vandenberg
Notary Public



My Commission expires Dec 24, 1981



Scale: 1" = 100'

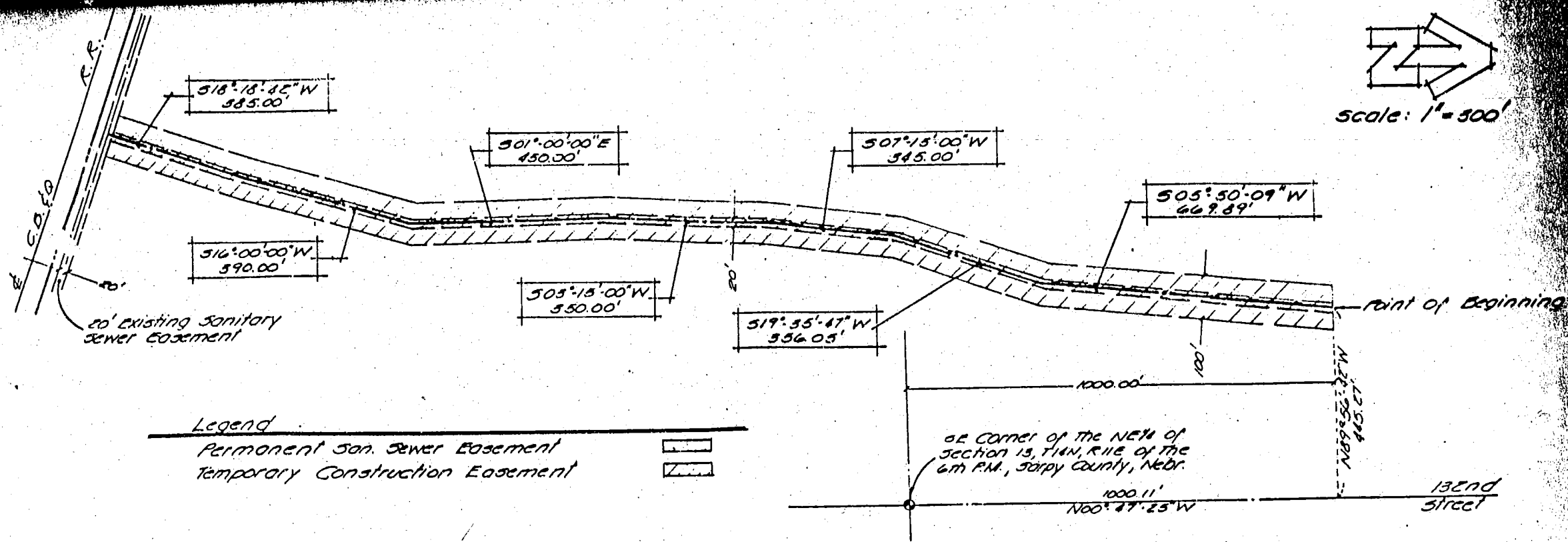


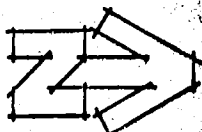
LEGAL DESCRIPTION:

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., Sarypy 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., Sarypy 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" = 300'

Legend
 Permanent San. Sewer Easement
 Temporary Construction Easement

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 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"

COVENANT

Simultaneously herewith, the OMAHA INDUSTRIAL FOUNDATION, a Nebraska nonprofit corporation (Grantor) has conveyed certain real estate situate in Sarpy County, Nebraska, more specifically described on Exhibit A attached hereto, to PACESETTER HOMES INC., a Nebraska corporation (Grantee).

Grantor has, however, retained title to certain adjoining property including a strip of land 400 feet in width abutting the real estate described on Exhibit A on the south and on the west. By the execution hereof Grantor covenants and agrees that if said 400 foot strip is ever zoned to permit industrial use, such use shall be restricted for a period of ten (10) years from the 30th day of MARCH, 1979, to parking, warehousing, business office or truck maneuvering uses.

This Covenant shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

In consideration of this covenant, Grantee for itself, its successors and assigns, agrees that it will not object to zoning to permit industrial use of any part of the North One-Half of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

IN WITNESS WHEREOF, the Grantor has caused the execution hereof as of the 17 day of July, 1979.

OMAHA INDUSTRIAL FOUNDATION
BY B. Morris
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17 day of July, 1979 by BENJAMIN R. MORRIS, President of the Omaha Industrial Foundation, a Nebraska corporation, on behalf of the corporation.

Joyce Vanderweil
Notary Public



LEGAL DESCRIPTION

52.839 A1

That part of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 13, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, all more particularly described as follows: Commencing at the N.W. corner of said NE $\frac{1}{4}$; thence S 89° 51' 17" E (Assumed bearing) on the North line of said NE $\frac{1}{4}$, 163.00 feet to the point of beginning; thence continuing S 89° 51' 17" E on the North line of said NE $\frac{1}{4}$, 2,480.67 feet to the N.E. corner of said NE $\frac{1}{4}$; thence S 00° 47' 25" E on the East line of said NE $\frac{1}{4}$, 1,644.36 feet; thence N 89° 56' 42" W on a line 1,000.00 feet North of and parallel to the South line of said NE $\frac{1}{4}$ and said NW $\frac{1}{4}$, 3,063.81 feet; thence N 00° 36' 36" W on a line 415.00 feet West of and parallel to the East line of said NW $\frac{1}{4}$, 1,128.56 feet to a point that is 519.49 feet South of the North line of said NW $\frac{1}{4}$; thence N 90° 00' 00" E on a line parallel to the North line of said NW $\frac{1}{4}$, 415.02 feet to a point on the West line of said NE $\frac{1}{4}$; thence S 89° 51' 17" E on a line parallel to the North line of said NE $\frac{1}{4}$, 163.00 feet; thence N 00° 36' 36" W on a line parallel to the West line of said NE $\frac{1}{4}$, 519.49 feet to the point of beginning.

(Containing 106.82 acres more or less of which 3.10 acres more or less is road R.O.W. leaving 105.72 acres more or less.)

EXHIBIT A

R.O.W. # R.O.E. 17-80

Partial
RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, hereby fully or partially releases and forever disclaims certain easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon, over and through the following described property: All of the South 85½ acres of the SE¼, except Lot 7, Interstate Industrial Park, located in Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

If this Release of Easement is Partial or Conditional, Specify Here: Partial Associated with R/W # 20,029.

PLAT NUMBER 70-16-83 or 14-008 SECTION 533 OF Missouri NEAR
PAGE 666 Carl R. Hillen REGISTER OF DEEDS, SARPY COUNTY, NEB. 475

and which is recorded in the records of SARPY County, Nebraska on the 16th day of March, 1977 in Miscellaneous Book 50, Page 192.

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this 15th day of October, 19 80, by its duly authorized officers.

ATTEST:
M.K. Howard BY [Signature]
R/W Clerk TITLE Manager - Right-of-Way

STATE OF Nebraska)
COUNTY OF Douglas) SS

On this 15th day of October, 19 80, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named G.B. Givler, Manager - Right-of-Way of Northwestern Bell Telephone Company, and M.K. Harrell, R/W Clerk

Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.

[Signature]
GENERAL NOTARY - State of Nebraska
IDA B. MYERS
My Comm. Exp. Jan. 21, 1984
Notary Public

My commission expires the 21st day of June, 19 84.

[Handwritten] 08621

ASSIGNMENT OF COMMUNICATION
SYSTEM EASEMENTS AND RIGHTS OF WAY

57-3
Attachment 1

For good and valuable consideration, receipt whereof is hereby acknowledged, and in compliance with the Modification of Final Judgment (the "Decree") in United States v. Western Electric Company, et al., Civil Action No. 82-0192, and the Plan of Reorganization (the "Plan") as approved by the District Court for the District of Columbia on August 5, 1983, Northwestern Bell Telephone Company, an Iowa corporation (hereinafter referred to as "Assignor") hereby grants, assigns, transfers and sets over unto AT&T Communications or the Midwest [redacted] Inc., an Iowa corporation, having an office located at 811 Main Street, P.O. Box 1418, Kansas City, Missouri 64141, its associated and allied companies, parents, subsidiaries and affiliated corporations, its and their respective successors and assigns (hereinafter referred to as "Assignee") all right, title and interest of Assignor in, to and under each of the easements, rights of way and licenses identified in Exhibit A (annexed hereto and made a part hereof), subject to the non-exclusive right of Assignor and its associated and allied companies, parents, subsidiaries and affiliated corporations, its and their respective successors and assigns, to use such easements, rights of way and licenses.

TO HAVE AND TO HOLD said easements, rights of way, and license unto Assignee, its successors and assigns, to and for its or their use forever with right of substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of said easements, rights of way and licenses or any part thereof, to the extent said covenants and warranties are assignable or can be enforced, at Assignee's expense, for Assignee's benefit.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 19 day of December, 1983.

ATTEST:

W. R. [Signature]

(Name of Assignor)

By: Northwestern Bell Telephone (SEAL)

Right-of-Way Clerk

[Signature]
(Name)
[Signature]
(Title)
Manager-Assignment/Right-of-Way

FILED CLERK CO., NE. 2600
BOOK 57 OF Misc. Rec.
PAGE 8 (Acknowledgement)

REG JAN -4 AM 10:39

[Signature]
REGISTER OF DEEDS

[Signature]
00086

SARPY COUNTY
EXHIBIT A

SCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

NAME OF GRANIOR	Date of GRANT	RECORDING INFORMATION	LEGAL DESCRIPTION
Victor L. & Ida M. Aullin	10-9-40	Bk 10 Pg 351	NW $\frac{1}{4}$ Sec 17 T14N R12E
Fred & Annie Peters	10-3-40	Bk 10 Pg 339	NW $\frac{1}{4}$ Sec 17 T14N R12E
Caroline Borman	10-3-40	Bk 10 Pg 330	W $\frac{1}{2}$ Sec 17 T14N R12E
Adolph H. & Mary M. Voss	10-3-40	Bk 10 Pg 339	Sec 18 T14N R12E
Jeddie, Fritz Voss & Harry L.?	10-3-40	Bk 10 Pg 340	SW $\frac{1}{4}$ Sec 18 T14N R12E
Lauretta V. Rice	10-9-40	Bk 10 Pg 355	SE $\frac{1}{4}$ Sec 13 T14N R11E
Clem & Matilda Heilbusch	5-20-58	Bk 23 Pg 273,275	SE $\frac{1}{4}$ Sec 13 T14N R11E
Max Pitxel, Jr. & Mary	5-20-58	Bk 23 Pg 272,274	NE $\frac{1}{4}$ Sec 24 T14N R11E
Grace D. Bartels	10-3-40	Bk 10 Pg 341	NE $\frac{1}{4}$ Sec 24 T14N R11E
Katie Bartels			
Charles A. & Martha A. Prinz	10-9-40	Bk 10 Pg 353	NW $\frac{1}{4}$ Sec 24 T14 R11E
	10-3-40	Bk 10 Pg 343	SW $\frac{1}{4}$ Sec 24 T14N R11E
Will & Marie Hansen			
Roseann E., Marvin C., Mrs. Ella S., Ralph H. Rohwer	8-12-65	Bk 35 Pg 542	SE $\frac{1}{4}$ Sec 27 T14N R11E
Jessie & Christian A. Peterson	10-3-40	Bk 10 Pg 346	NE $\frac{1}{4}$ Sec 32 T14N R11E
Glen J. Ehlers	10-3-40	Bk 10 Pg 342	SE $\frac{1}{4}$ Sec 32 T14N R11E
Ernest H. & Gertrude M. Dietz	10-3-40	Bk 10 Pg 341	SW $\frac{1}{4}$ Sec 32 T14N R11E
Wm. H. Melcher, Trustee	10-9-40	BR 10 Pg 354	SE $\frac{1}{4}$ Sec 31 T14N R11E
Marcus Schnack, Jr. & Anna	10-3-40	Bk 10 Pg 336	NE $\frac{1}{4}$ Sec 6 T13N R11E
Eugene & Catherine Kindbeiter	10-3-40g	Bk 10 Pg 335	NE $\frac{1}{4}$ Sec 1 T13N R10E
W.S. & Nannie Bundy	10-3-40	Bk 10 Pg 331	S $\frac{1}{2}$ Sec 17 T13N R10E
J.L. Langdon	11-4-40	Bk 10 Pg 367	SW $\frac{1}{4}$ Sec 16 T13N R10E
John & Carrie Cockerill	10-3-40	Bk 10 Pg 331	N $\frac{1}{2}$ Sec 16 T13N R10E
Jay B. & Irene Wainwright	11-4-40	Bk 10 Pg 365	N $\frac{1}{2}$ Sec 15 T13N R10E
A.H. & Matilda Gramlich	10-3-40	Bk 10 Pg 333	SW $\frac{1}{4}$ Sec 10 T13N R10E
Helen M. Hughes	10-3-40	Bk 10 Pg 334	SE $\frac{1}{4}$ Sec 10 T13N R10E
Jay B. & Irene Wainwright			
Wm. & Pearl Hemphill, John & Maude Allbery	10-3-40	Bk 10 Pg 337	SW $\frac{1}{4}$ Sec 11 T13N R10E
R.J., J.R., Theresa Mclean Glenn & Nettie Pope, Rollo & Carrie Seefus, Clyde E. & Mabel Iske	11-6-40	Bk10 Pg 369,370	N $\frac{1}{2}$ Sec 11 T13N R10E
First Trust Co. of Lincoln Ne., Trustee	10-3-40	Bk 10 Pg 333	NW $\frac{1}{4}$ Sec 12 T13N R10E
Equitable Life Assurance Society of U.S.	10-26-40	Bk 10 Pg 360	SW $\frac{1}{4}$ Sec 1 T13N R10E
Re-recorded	11-25-40	Bk 10 Pg 381	
Albert & Christina Stoltenberg	10-3-40	Bk 10 Pg 337	S $\frac{1}{4}$ Sec 1 T13N R10E
Johannes F. & Elise Eggers	10-3-40	Bk 10 Pg 332	SE $\frac{1}{4}$ Sec 1 T13N R10E
Eugene & Catherine Kindbeiter	10-3-40	Bk 10 Pg 335	NE $\frac{1}{4}$ Sec 6 T13N R11E
Equitable Life Assurance Society of U.S.	11-25-40	Bk 10 Pg 382	NW $\frac{1}{4}$ Sec 6 T13N R11E

57-2B

SARPY COUNTY
EXHIBIT A

SCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

<u>NAME OF GRANTOR</u>	<u>DATE OF GRANT</u>	<u>RECORDING INFORMATION</u>	<u>LEGAL DISCRIPITION</u>
C.J., J.F., Marie H., Carl, Henry, Maite C.	11-4-40	Bk 10 Pg 366	NW $\frac{1}{4}$ Sec 6 T13N R11E
Ehlers & Bert, Wilhelmina Addleman	11-4-40	Bk 10 Pg 368	NW $\frac{1}{4}$ Sec 20 T13N R10E
J.V. McDonald	11-4-40	Bk 10 Pg 364	NE $\frac{1}{4}$ Sec 19 T13N R10E
W.S. & Nannie Bundy	10-9-40	Bk 10 Pg 352	SE $\frac{1}{4}$ Sec 23 T14N R11E
Rudolph & Maggie Blum	10-3-40	Bk 10 Pg 344	NE $\frac{1}{4}$ Sec 26 T14N R11E
Claus & Marie Heuck	10-3-40	Bk 10 Pg 343	NW $\frac{1}{4}$ Sec 26 T14N R11E
Carl G. & Louise Heuck	10-9-40	Bk 10 Pg 352	SW $\frac{1}{4}$ Sec 26 T14N R11E
Albert A. & Amanda Pflug			NE $\frac{1}{4}$ Sec 27 T14N R11E
Claus & Rosa M. Rohwer	10-3-40	Bk 10 Pg 347	SE $\frac{1}{4}$ Sec 27 T14N R11E
Henry I. & Serena Lorenz	10-3-40	Bk 10 Pg 345	SW $\frac{1}{4}$ Sec 27 T14N R11E
			SE $\frac{1}{4}$ Sec 28 T14N R11E
Barnhardt K. & Elsie Timmerman	10-3-40	Bk 10 Pg 348	SW $\frac{1}{4}$ Sec 28 T14N R11E
Fred & Mary M. Stender	10-3-40	Bk 10 Pg 347	NW $\frac{1}{4}$ Sec 33 T14N R11E

B 186
P 293

FRANKLIN P. ROBBINS,
TRUSTEE

M76

D/ AUG 12, 1969

P/ AUG 12, 1969

C/ \$ 165,000.00

TO
MAX PITZEL DR. & MARY
PITZEL NW DT WROS

M76S A/C OF TCSA & TRUST PR OF TCG
LYING NORTHEAST OF GBY & RR ROW
BY 1.14 AC IN SE COR. CONDOM. FIN
HWY A/C IN SE⁴ 13-14-11 (see)

NW ACK OK

MORTGAGE

194-2113
Form No. 303

This Indenture, Made and Executed this 30th day of June, A. D. 1975
by and between OMAHA INDUSTRIAL FOUNDATION, a Nebraska Corporation

and The Omaha National Bank a National Banking Association party of the first part,
party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of \$ 7,000,000.00 SEVEN MILLION AND NO/100 DOLLARS, paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey, unto said party of the second part, The following described real property situate in the County of _____ and State of Nebraska, to-wit:

See attached Exhibit "A"

FILED FOR RECORD 2-8-75 AT 8:10 A.M. IN BOOK 194 OR 2113 PAGE 2113
PAGE 2113 Vol. 2 of Hillbels REGISTER OF DEEDS, SARGEY COUNTY, NEB. 9-52

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower right of homestead, claims and demands whatsoever of the said party of the first part of, in or to said premises or any part, thereof; and said party of the first part does hereby covenant, warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these conditions:

WHEREAS, said party of the first part has executed and delivered to the said party of the second part, promissory note, of even date in the amount of \$7,000,000.00 due October 31, 1975, and all renewals, extensions and modifications thereof.

* except covenants, easements and restrictions of record.

and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the full insurable value against loss by fire and windstorm with extended coverage and deliver to said party of the second part the policy or policies containing a standard mortgage clause with the loss payable to said party of the second part, or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof, may pay such insurance and taxes, or either or them, and all amounts so paid by said party of the second part, shall bear interest at the rate of nine per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money, in said note mentioned, with interest thereon according to the tenor and effect of said note, and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep and perform any covenants herein contained the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

AND IT IS FURTHER PROVIDED AND AGREED, That the said Mortgagee shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with any other taxes or assessments which may be levied under the Laws of Nebraska, against the said Mortgagee or the legal holder of the said principal note, on account of this indebtedness.

In Testimony Whereof, the mortgagor has by authority of its Board of Directors caused this mortgage to be executed by its President and Executive Director and its corporate seal to be affixed therunto this day and year first above written.

IN PRESENCE OF
OMAHA INDUSTRIAL FOUNDATION
BY: *George F. Russell* George F. Russell, President
BY: *Richard D. Sorenson* Richard D. Sorenson, Executive Director and Secretary

STATE OF NEBRASKA, }
County of _____ }
On this _____ day of _____ before me, a Notary Public in and for the said County personally came the above named _____ who _____ personally know to me to be the identical person whose name _____ affixed to the above instrument as grantor and acknowledged said instrument to be _____ voluntary act and deed
WITNESS my hand and Notarial Seal the date last aforesaid. _____ Notary Public.

My commission expires _____
45989

194-21134

Real Estate Mortgage

FROM

TO
THE OMAHA NATIONAL BANK

STATE OF NEBRASKA, }
County, }
ss. }

Entered on Numerical Index of Mortgages

and filed for record this

day of A. D., 19

at o'clock M., and recorded in Book

of Mortgages, at Page

Register of Deeds,
County Clerk.

By Deputy.

When Recorded return to

The Omaha National Bank

Omaha, Nebr.

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }
ss. }

On this 30th day of June A. D. 1975 before me, a notary public in and for said County, personally came the
Richard D. Sorenson, Executive Director and Secretary and George F. Russell, President of Omaha Industrial Foundation, who is personally
above named known to me to be the identical person whose name is affixed to the above instrument as President of said Corporation, and acknowledged the
instrument to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and notarial seal the date last aforesaid.

MARY LOU GOODMAN
GENERAL NOTARY
Notary Public of Nebraska
My Commission Expires
February 14, 1979

My Commission Expires

2-14-79

EXHIBIT "A"

SOUTH HALF OF THE NORTHWEST QUARTER (S $\frac{1}{2}$ NW $\frac{1}{4}$) OF SECTION THIRTEEN (13), TOWNSHIP FOURTEEN (14), NORTH RANGE ELEVEN (11), EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; SUBJECT TO EASEMENT OF PUBLIC HIGHWAYS, AND EXCEPT THAT PART DEEDED TO THE STATE OF NEBRASKA, AS SHOWN BY WARRANTY DEED RECORDED IN BOOK 111, PAGE 186 OF THE RECORDS OF SARPY COUNTY, NEBRASKA.

Subject to \$157,705.20 mortgage of record dated: March 1, 1971, to Herman H. Backhaus and Marguerite A. Backhaus recorded in Book 190, Page 430 in Sarpy County, Nebraska.

AND

THE NORTHEAST QUARTER (NE $\frac{1}{4}$) (EXCEPT THE NORTH THREE HUNDRED NINETY-NINE AND FORTY-NINE HUNDRETHS (399.49) FEET OF THE WEST ONE HUNDRED SIXTY-THREE (163) FEET THEREOF USED AS VOSS-CHALCO CEMETERY) OF SECTION THIRTEEN (13) IN TOWNSHIP FOURTEEN (14) NORTH, RANGE ELEVEN (11), EAST OF THE SIXTH (6TH) P.M., IN SARPY COUNTY, NEBRASKA.

Subject to \$362,384.00 mortgage of record dated: March 1, 1971, to Leo Eisenstatt and Edward M. Malashock, Trustees recorded in Book 190, Page 428 in Sarpy County, Nebraska.

AND

TAX LOT 5A1 AND TAX LOT 6B EXCEPT 1.14 ACRES IN SOUTHEAST CORNER CONDEMNED FOR HIGHWAY IN SECTION 13, TOWNSHIP 14, NORTH, RANGE 11, EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

Subject to \$165,000.00 mortgage of record dated: August 12, 1969, to Max Pitzel, Jr. and Mary Pitzel recorded in Book 186, Page 293 in Sarpy County, Nebraska.

AND

TAX LOT FOUR (4), IN SECTION THIRTEEN (13), TOWNSHIP FOURTEEN (14) NORTH, RANGE ELEVEN (11) EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, SUBJECT TO EASEMENT OF PUBLIC HIGHWAY AND EXCEPT THAT PART DEEDED TO THE CHALCO CEMETERY ASSOCIATION BY WARRANTY DEED RECORDED IN BOOK 65, PAGE 49 OF THE RECORDS OF SARPY COUNTY, NEBRASKA.

Subject to \$136,717.89 mortgage of record dated: March 1, 1971, to Mildred A. Voss and Wilma Wessel recorded in Book 190, Page 429 in Sarpy County, Nebraska.

AND

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION EIGHTEEN (18), TOWNSHIP FOURTEEN (14), NORTH RANGE TWELVE (12) EAST OF THE 6TH P.M.; THE NORTH HALF OF THE NORTHWEST QUARTER (N $\frac{1}{2}$ NW $\frac{1}{4}$) OF SECTION EIGHTEEN (18), TOWNSHIP FOURTEEN (14), NORTH RANGE TWELVE (12), EAST OF THE 6TH P.M.; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION EIGHTEEN (18), TOWNSHIP FOURTEEN (14), NORTH RANGE TWELVE (12), EAST OF THE 6TH P.M., SUBJECT TO EASEMENT OF PUBLIC HIGHWAYS; IN SARPY COUNTY, NEBRASKA.

Subject to \$350,740.00 mortgage of record dated: March 1, 1971, to Fred H. Voss and Blanche M. Voss recorded in Book 190, Page 431 Sarpy County, Nebraska and Assigned to The Northwestern National Bank, Omaha on March 25, 1971.

B 199

MAX PITZER DR. &

REL

P 4093

MARY PITZER

D/ AUG 15, 1979

TO

F/ AUG 16, 1979

EMANUELE P. ROGGINS,

C/ PANNON

TAUSKRE

REL 186-293

ALL TC SA1 & 740T P3 TC 6 CYCLE W/2 OF

CBX @ RR ROW ETC 1.14 AC IN SE COR

COND. FOR HWY ALC IN SE @ 13-14-11 SUBD TO

CO. RD. ON E

HW ACK OK

MORTGAGE AND ASSIGNMENT OF RENES

203-403

THIS MORTGAGE is made this 1st day of April, 1983, between the Mortgagor, OMAHA INDUSTRIAL FOUNDATION, a Nebraska non-profit corporation, (herein "Borrower"), and the Mortgagee, OMAHA NATIONAL BANK, a national banking association (herein "Lender"), as Agent for the Omaha National Bank, First National Bank of Omaha, and Northwest Bank Omaha, N. A., all national banking associations.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$3,549,105.72 which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note") with the balance of the indebtedness under the Note due and payable on demand, which Note was issued under and pursuant to a certain agreement entitled "1983 Loan Agreement" by and between Borrower, Lender, and the other national banks referred to hereinabove (herein "Loan Agreement");

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note; (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this mortgage and the performance of the covenants and agreements of Borrower herein contained and of the Loan Agreement and any other securing document given in connection with the indebtedness secured hereby or the Loan Agreement; and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph 16 hereof (herein "Future Advances"); Borrower does hereby mortgage, grant and convey to Lender the certain real estate located in Sarpy County, Nebraska, more particularly described and set forth in Exhibit A, attached hereto and incorporated herein by reference.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral oil and gas rights and profits, water and water rights, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except as set forth on Exhibit A, and that Borrower will warrant and defend the title to the Property against all claims and demands.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of the indebtedness evidenced by the Note and the principal of and interest on any Future Advances secured by this Mortgage.
2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to the payment of the amounts payable to Lender by Borrower under Paragraph 6 hereof, the interest payable on the Future Advances, if any, then to the payment of the principal of the Note and to the principal of Future Advances, if any.
3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a

1-25-84 1-25-84 1-25-84
103 103 103
Can & Hill Can & Hill Can & Hill

103
Can & Hill

203-403A

priority over this Mortgage and ground rents by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices or amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

Hazard Insurance. Borrower shall keep the improvements now existing on hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage.

Insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the property damaged, provided such repairs are economically feasible and provided a total loss has not occurred. Borrower shall have the right to effect minor repairs to the Property with the insurer's approval and receive payment therefor. The determination of economic feasibility or of a total loss shall be made at Lender's sole discretion. If such repairs are not economically feasible, or if there is a total loss, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to repair of the Property or to the sums secured by this Mortgage.

If under paragraph 14 hereof or otherwise the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not permit or commit waste impairment, or deterioration of the Property.

203 - 403B

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding involving the Property is commenced which affects Lender, including, but not limited to, foreclosure of other liens, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate set forth in the Loan Agreement in Section 7 as "Accruing Interest". Nothing contained in this paragraph 6 shall require Lender to incur any expense or do any act hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property:

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any conveyance in lieu of condemnation, are hereby assigned, and shall be paid, to Lender.

In the event of a taking of the Property (either full or partial) which in the sole discretion of Lender materially affects the value of Lender's security in the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

9. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

203-4030

All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Notice. Any notice from Lender to Borrower provided for in this Mortgage shall be given in the manner set forth in the Loan Agreement.

13. Governing Law, and Severability. This Mortgage shall be governed by the law of the State of Nebraska. In the event that any provision or clause of this Mortgage, the Loan Agreement, or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Loan Agreement, and the Note are declared to be severable.

14. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or in the Note secured by this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or upon any event of default under the Loan Agreement, Lender at Lender's option may declare all the sums secured by this Mortgage to be immediately due and payable upon ten days written notice, all in accordance with the provisions of the Loan Agreement, and may proceed at law or in equity to recover all such sums with interest thereon as set forth under the Loan Agreement. Lender shall be entitled to collect in any such proceeding, in addition to the foregoing sums, all expenses of the suit, including but not limited to, costs of documentary evidence, abstract and title reports.

15. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents and income of the Property, provided that Borrower shall, prior to acceleration under paragraph 14 hereof or abandonment of the Property, have the right to collect and retain such rents and income as they become due and payable.

Upon acceleration under paragraph 14 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take immediate possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

16. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$225,000.00.

17. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower; Borrower shall pay all costs of recordation, if any.

203-403D

18. Acceleration Upon Sale or Transfer. If all or any part of the Property or an interest therein is sold or in any way transferred (including, but not limited to, the granting of a leasehold interest containing an option to purchase) by Borrower without Lender's prior written consent, as provided in the Loan Agreement, Lender may at Lender's option declare all sums secured by this Mortgage to be immediately due and payable, together with interest thereon as hereinabove provided.

19. Loan Agreement. This Mortgage is issued in connection with and pursuant to the Loan Agreement and all amendments thereto. In the event of a conflict between any provision herein with any provision in the Loan Agreement, the latter provision shall prevail.

20. Additional Mortgage. This Mortgage is given in addition to and not as a replacement of, or in lieu of, the previous mortgages covering the above-described Property as set forth and described in the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

OMAHA INDUSTRIAL FOUNDATION

By *[Signature]*

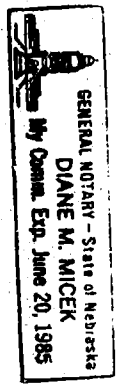
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 1st day of April, 1983, before me, a Notary Public in and for said County, personally came *[Signature]* and *[Signature]* *[Signature]* the *[Signature]* of the OMAHA INDUSTRIAL FOUNDATION who are personally known to me to be the identical persons whose names are affixed to above instrument as the respective officers set forth above of said Corporation, and acknowledged the execution of such instrument to be their voluntary act and deed and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the date last aforesaid.

[Signature]
Notary Public

My Commission Expires *[Signature]* June 20 1985



OIF #5

203-403.E

Part of Tax Lot 15 (12.50 ac.)

Tax Lot 16 (60.61 ac.)

Tax Lot 5A1 and 6B, Richland (102.80 ac.)

All in Section 13, Township 14 North, Range 11 East, Sarpy
County, Nebraska.

EXHIBIT "A"

15453

WARRANTY DEED

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

W I T N E S S E T H:

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:

- (1) Storm and Sanitary Sewer Easements and Utility Easements of record;
- (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; 88-15453
- (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 52 at Page 190 of the Miscellaneous Records of Sarpy County, Nebraska;

RECORDED
 GRANTOR _____
 FILMED _____
 CHECKED _____
 FEE \$ 15.00

NEBRASKA DOCUMENTARY
 STAMP TAX
 OCT 26 1988
 \$ 915.00 BY wc

15453

5

1545594

(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; and

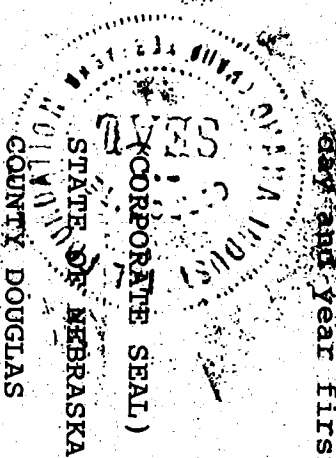
(b) Unrecorded Lease dated March 23, 1984 and entered into between the Omaha Industrial Foundation and Fred V. Citta and Jean M. Citta and amended April 27, 1984 and May 6, 1985.

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 Industrial Foundation has caused these presents to be executed by its President as of the day and year first above written.

OMAHA INDUSTRIAL FOUNDATION,

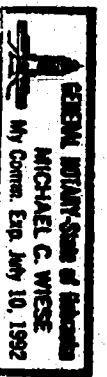
BY *Dale Te Kolste*
Dale Te Kolste, President



)
) SS.
)

On this 21st day of October, 1988, before me, a Notary Public in and for said county personally came Dale Te Kolste, President of Omaha Industrial 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

83-157453B

EXHIBIT "A"

LEGAL DESCRIPTION

Tax Lot 5A1 and Tax Lot 6B, 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 said 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 U.S. Interstate Highway No. 80 and the 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 SE 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 Section 13; thence No. 50, a distance of 30.00 feet to the Point of State Highway 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.

EXHIBIT "A"

PARCEL 1: Tax Lots 5A1 and 6B, in the Southeast Quarter (SE1/4) of Section 13, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, EXCEPT those parcels occupied or taken for public roads and/or highways.

PARCEL 2: Part of Tax Lot 15, in the North Half (N1/2) of Section 13, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE1/4) of said Section 13; thence South 89 degrees 49' 30" West, (assumed bearing), along the South line of said North Half of Section 13, a distance of 33.00 feet to a point on the West Right-of-Way line of 132nd Street; thence continuing South 89 degrees 49' 30" West, along said South line of the North Half of Section 13, a distance of 3034.35 feet to a point on the East line of Stonybrook South extended, said point being the Point of Beginning; thence continuing South 89 degrees 49' 30" West along said South line of the North Half of Section 13, a distance of 2043.91 feet, to a point on the Easterly Right-of-Way line of State Highway No. 50; thence North 00 degrees 18' 12" West, along said Easterly Right-of-Way line of State Highway No. 50, a distance of 60.00 feet, to the Southwest corner of Stonybrook South, a Subdivision located in said North Half of Section 13, thence North 89 degrees 49' 30" East, along the South line of said Stonybrook South, a distance of 2043.91 feet, to the Southeast corner of said Stonybrook South; thence South 01 degree 00' 57" East, along a line parallel to the West Right-of-Way line of 132nd Street, a distance of 60.00 feet, to the Point of Beginning. Said tract of land being also described as Tax Lot 15B in said Section 13, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska.

88-15457

PARTIAL RELEASE

RELEASE OF MORTGAGE ~~BOOK~~ and Assignments of Rents

IN CONSIDERATION of the partial payment of the debt named therein, Firstier Bank, National Association, Omaha, Nebraska, (hereinafter referred to as Firstier Bank) hereby partially releases the mortgage made to Firstier Bank by Omaha Industrial Foundation on the following described real estate situated in Sarpy County, Nebraska, to wit:

See attached Exhibit "A"

it being the intent that only the lands herein described be discharged from said mortgage and the rest of the real estate described therein remain subject thereto unless otherwise released, which is recorded in Book 203 of Real Estate Mortgages, page 403 of the records of Sarpy County, Nebraska

IN TESTIMONY WHEREOF, the said Firstier Bank has caused these presents to be executed by its Vice President and its Corporate Seal to be affixed hereto this 25th day of August, 1988

Firstier Bank, National Association
Omaha, Nebraska

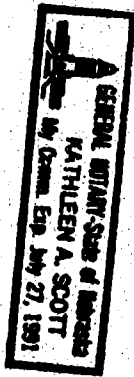
James E. Stewart
James E. Stewart

Attest *Jerry J. Collins* Vice President

STATE OF NEBRASKA)
Ernesta) SS.
(Sarpy County)

On this 25th day of Aug, 1988 before me, the undersigned, a Notary Public in and for said County, personally came James E. Stewart Vice President of Firstier Bank, to me personally known to be the Vice President and identical person whose name is affixed to the above release and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of the said Firstier Bank.

Witness my hand and Notarial Seal at Sarpy, Neb. in said County the day and year last above written. My commission expires 7/27/91 19 *Kathleen A. Scott* Notary Public.



PAID 4
GRANTOR
FILED
CHECKED 10 50
FEE \$

REGISTRATION NUMBER
88-15457
AUG 29 AM 9:53
REGISTER OF DEEDS

15457

5

File No.: TS-88-545

EXHIBIT "A"

PARCEL 1: Tax Lots 5A1 and 6B, in the Southeast Quarter (SE1/4) of Section 13, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, EXCEPT those parcels occupied or taken in Sarpy County, Nebraska and/or highways.

PARCEL 2: Part of Tax Lot 15, in the North Half (N1/2) of Section 13, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE1/4) of said Section 13; thence South 89 degrees 49' 30" West, (assumed bearing), along the South line of said North Half of Section 13, a distance of 33.00 feet to a point on the West Right-of-Way line of 132nd Street; thence continuing South 89 degrees 49' 30" West, along said South line of the North Half of Section 13, a distance of 3034.35 feet to a point on the East line of Stonybrook South extended, said point being the Point of Beginning; thence continuing South 89 degrees 49' 30" West along said South line of the North Half of Section 13, a distance of 2043.91 feet, to a point on the Easterly Right-of-Way line of State Highway No. 50; thence North 00 degrees 18' 12" West, along said Easterly Right-of-Way line of State Highway No. 50, a distance of 60.00 feet, to the Southwest corner of Stonybrook South, a Subdivision located in said North Half of Section 13, thence North 89 degrees 49' 30" East, along the South line of said Stonybrook South, a distance of 2043.91 feet, to the Southeast corner of said Stonybrook South; thence South 01 degree 00' 57" East, along a line parallel to the West Right-of-Way line of 132nd Street, a distance of 60.00 feet, to the Point of Beginning. Said tract of land being also described as Tax Lot 15B in said Section 13, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska.

88-15458

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:

1. Storm and Sanitary Sewer Easements and Utility Easements of record;

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;

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;

SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
OCT 20 1988
REG. # 1539

NEBRASKA DOCUMENTARY
STAMP TAX

OCT 26 1988

\$915.00 BY rc

15458

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; and

(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.

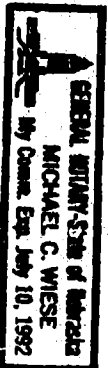
OMAHA DEVELOPMENT FOUNDATION,

By: 
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.




Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Tax Lot 5A1 and Tax Lot 6B, 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 SE 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.