BEFORE THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA

THE STATE OF NEBRASKA DEPARTMENT OF ROADS

Condemner

RETURN OF APPRA I SERS

LORENZ F. ROHWER a HUBERT HUGHES and EVELYN RO single man.

MAX PITZEL, JR. and husband and wife, Jo d MARY PITZEL, Joint Tenants;

AHLENE FITCH, a single woman,

HILED FOR RECORD IN SARPY COUNTY NE 1/ O'CLOCK

AND RECORDED IN BOOK 32 OF Kee PAGE 10 Chin REGISTER OF DEEDS

Condemnees

TO HONORABLE We, the undersigned appraisers, Jos. (13) • STRAWN COUNTY JUDGE OF do hereby certify SARPY that under COUNTY,

and by virtue while we were so inspecting and viewing the property herein described of the condemnees alleged damaged thereby and did hear all end thereafter did assess the damages that the condemnees have sustained interested therein in reference to the amount of damages sustained , or will sustain by such appropriation of the property herein described property herein described: condemnees as in our opinion was damaged by the appropriation of State of Nebraska, Department of Roads, and diso other property taken and filed the "Oath of Appraisers" that we did carefully and view the property Nebraska, highway 38 an "Appointment of Appraisers" duly on the 19 purposes and also damage to such other property of described herein, cay Sheriff or of Make Boputy Sheriff of sought served upon us by 1963, and after to be appropriated parties Sarpy

### CONDEMNATION

Max J. Pitzel, Yr. and Mary Pitzel, husband and wife, Joint Tenants.

Project: 1-80-9 (94) AFE: R-172b Sarpy County, Nebraska

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

TATE of NEBRASKA R.O. www.www. ont dv Req SE\* winning. injumin mm **w** ~~~~~ CC **(D**) e ess 3 ent DEPARTMENT Jr Jr ROADS

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

Tos. Tot To: Tot Hubert Hughes, Pitzel, Jr. and Mar. and Evelyn R Pitzel, husband 0 25

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Dated this

Medd Warners

thed and sworn to before me this 3/ day of

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INDENTURE, made this

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laws corporation created of the State of petween one or more, the chicago, furtingion & Illinois, and the STATE and existing under and hereinafter called OF NEBRASKA, hereinanter ADMINGA

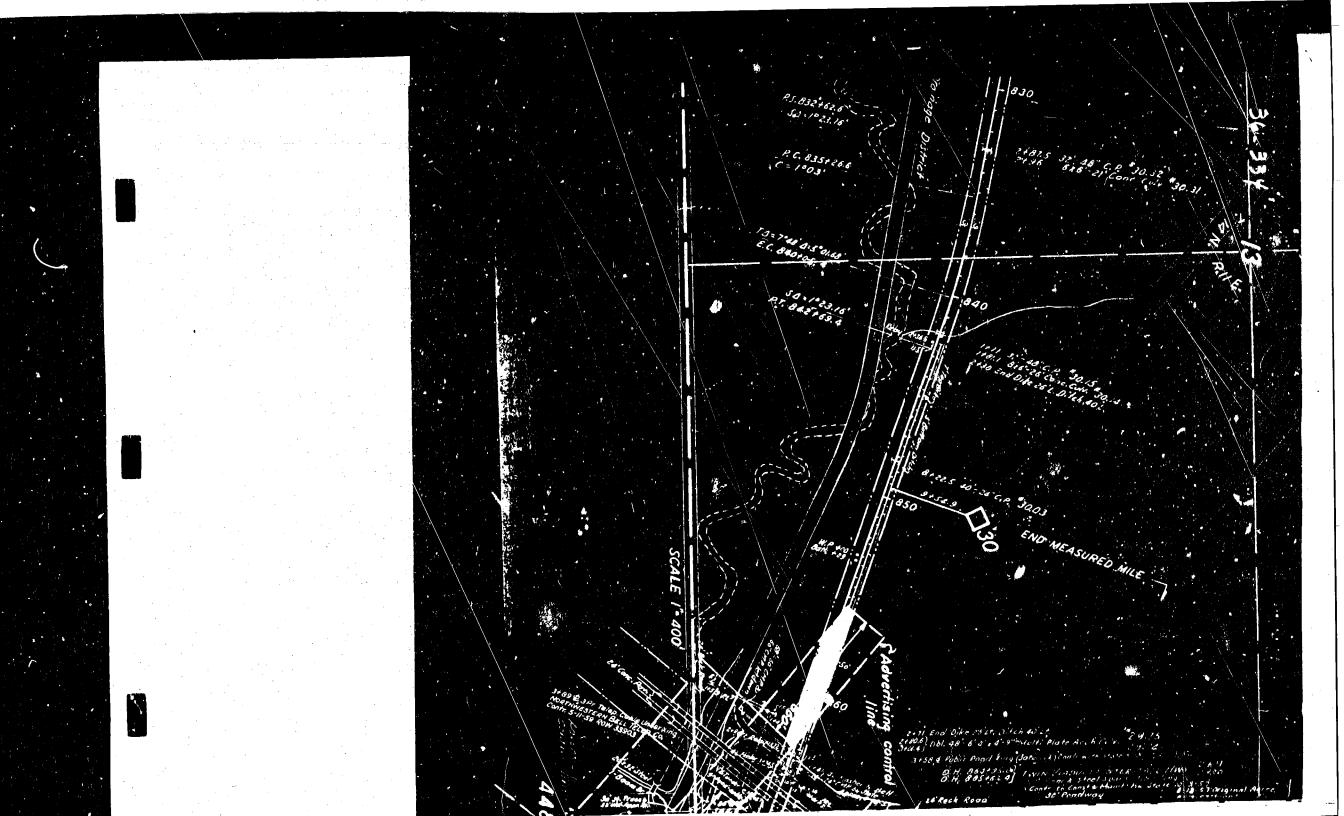
pursuant vices, with the National relating receipt Section conveys unto Grantee scribed asfollows: Seventy-five HIERSSETH, and across a tract of in the interest of of which is hereby acknowledged, 64-907 R.R.S. 1943, advertising System of Interstate and to the control rules to Section and. <u>a</u>ಭಡ That regulations pursuant 39-1320.03, signs No/100 the the of advertising right public Grantor, Dollars laid approved and filed displays, to prohibit Turbaray žis...Supp. safety, Defense (\$75) ĺľ and TT. اً ( ( 0 م ŧο the County, welfare areas Tighways 10 1961, other Grantor ín control June provisions hand adjacest. to th ब्राट apo advertising Nebraska, 15/ 1961 cenvenience paidy grants ány Sovergence and

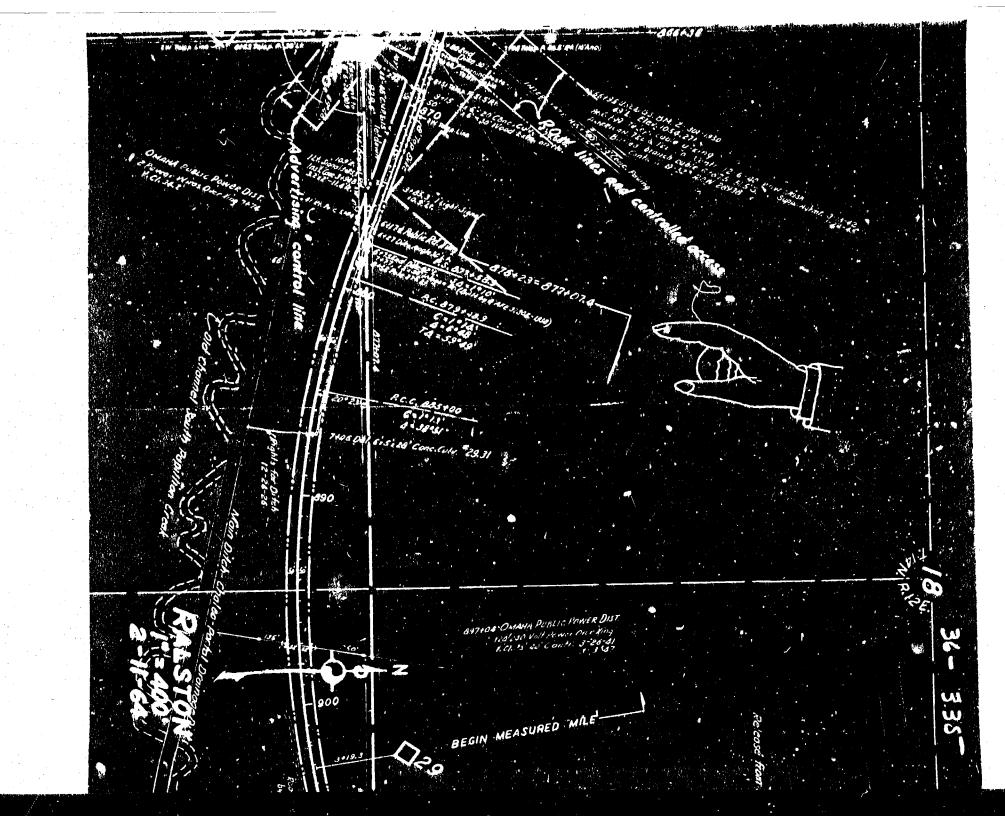
at right angles to the offighway and being in accountations relating to the areas adjacent to the Mand Defense Highways in ie oth aska, 1 right right thay teen (14) North, Range Eleven (11) Ea ipal Meridian, and that part of the SWH) of Section Eighteen (18), and the ter (17) of Section Wineteen (19) % Fourteen (14) Worth, Range Twelve (17) for the intention of the Intention of way controlled access lines as meangles to the centerline of said Is and being in accordance with the intention of the Marien accordance with the intention of the Marien accordance with the intention of the Marien accordance with the Section 39-1320.03, R.S. Supp. 1943; ance with Section 84-907 R.R.S. 1943;

AND RECORDED IN BOOKER CH FOR RECORD IN SARPY COUNTY NEBR. 1.142 6 1966 È. ĀŢ O'CLOCK 耳

1000
ssion expires the of day of 11MCC
7.5
Notary Public
Given under my hand and notarial seal this 6 day of
act and deed of said corporation.
of said corporation by authority of its board of precious, and said instrument to be the
, and that said instrument was signed and
to said instrument is the corporate seal
cy Railroad Company, and that the so
peared W. H. BUSH (ta
ay of
Previously App
OAN W
Secretary
TOTAL TOTAL CONTROL CO
By W. Brush
CHICAGO, DUMHIMENON W. WORK
A.D. 1964.
orate seal to be hereto affixed
Secretary and Treasurer
2500000

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ant of right of way and easement dated October 1, AMERICAN TELEPHONE AND TELEGRAPH COM in Miscellaneous Book 10 at Page 355 in the of Sarpy County, 1940 and

grants of right of way and easement covering said real estate 23 at Page 275. 1958 in Miscellaneous Book-23 at Page THIEPHONE AND TELEGRAPH COMPANY subsequently 273, and in

of said land is also described as Tax Lot 6. of way and easement is actually located South

ment as to all of Tax Lot 6 lying North of the CBMO R of the 6th P. M. in itself and as successor in interest Southeast Quarter of Section 13, of Mebraska, Sarpy, County, Rebrasks. hereby releases said grants of right of w Township 14 Morth, Range 11, East onsideration, the Telepho Right of Way y and ease-

Telegraph Company, its associated and allied respective successors and assigns, all right, have under and ment in and to lands not herein specifically described. by wirtue of the aforesaid grants of right of day of American Telephone and 1969. its and their

TATE OF MISSOURI ) SS.

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who is personally known to me to be and acknowledged the instrument to be his voluntary act and deed and the affixed to the above instrument as/ Notary Public in and for said County, personally deed of said Corporations 19thof American Telephone and Telegraph Company, Area Plant Manager said Corporation the identical person whose name is

tness my hand and Notarial Seal the date last aforesaid.

TO JE STATE OF THE STATE OF THE

Notary Eugra

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381 6	FRANKLIN P. ROLENS	N J C

148-1854

CORNHUSKER RACEWAY PARK, INC

existing under and by virtue of the laws of the State of

NEBRASKA

A

DOLLARS

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

in hand paid does hereby grant, bargain, sell and convey unto THE STATE OF THE S Sydicate

grantee(s) the following described real estate,

3

said County Road 0°00'07" West a state Highway right-of-way l witness corner culvert; said 6'x ageway bear line bearing North 64°54'15" East along of 136.20 feet to a witness corner; North 64°54'15" East a distance of outlet thence the Westerly 113.51 feet hence let of said centerline line of ing h 64°54'15" East a distance of 4 ay and the centerline of South Papill g the centerline of South Papill of South Papillion Creek with te Highway No.80; Thence on a linterstate High line of the County Road, which point is the ce on a line bearing North 90°00'00" West of County Road a distance of 1804.22 feet; thence of West a distance of 676.70 feet to the ce a long the centerline of drainageway on a distance of 72.47 feet to the inlet of 3rt; thence on a line bearing North 29° 07'6'x6' reinforced concrete has a distance of 30° 07'6'x6' 07'6'x6' 07'6'x6' 07'6'x6' 07'6'x6' 07'6'x6' 07'6'x6' of Ø 0f feet corner; themreinforced concrete t said culvert; thence of cline of drainageway a orth 64°54'15" East alo said Sec 44°51'43' thence continuing theof-way line of Section and State of 14 North, thess corner; thence condistance of 45.00 feet ine of South Papillion (Esouth Papillion Creek point said more a distance of. drainageway on a to the inlet of a ing North 29° 07 e Highway on on a line distance particularly Section 13; Range Li line South 44 Highway No.80 beginning. on a line | Interstate the culvert a distance the centerline at drainageway a line 0f Westerly right-of-way South 44°51'43" West of line bearing of 109.3 thence on East 4516.95 £ 46.55 the centerline of drainage way;
on a line bearing North 35°54'38
of a 6'x6' reinforced concrete
0° 07'15" East on the control of the centerline of the control of the centerline of the centerli continuing on the line bearin eet to the junction of the dra on Creek; thence Southeasterly bearing the thence thence desc Highway 9 0f to the 93 true n the distance o North ribed feet; feet; North point of North rig st on the center of 312.75 feet th 18°10'15" East No.80 junction to h Principal meridian as follows: Commencith 90°00'00" East on thence thence on 0f the 44° 9 of beginning; right-of-way line line n the distance North bearing North 0f on a centerline the of bearing the drainω Westerly 35°54'38 right distance line Line Inter center North th 79° along Sout line the ;-of 0 H

FILED FOR RECORD 7-24-73 M/6:30 M. IN BOOK 18th OF 2 Dec ALLO REGISTER OF DEEDS, SAPAL CORREST, MED

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

grantee(s) and his, her herein for itself or its successors, д their heirs and assigns, of said premises; that it has good right and lawful authority to convey the that at the does hereby time of the execution covenant and agree and. and with the delivery 9

NEBRASKA DOCUMENTARY
STAMP TAX

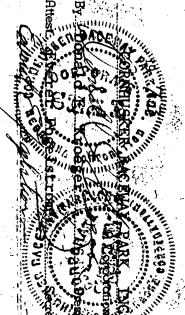
JUL 24.1973

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

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

In the Presence of

E day of fuly





### WARRANTY DEED

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

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

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 or south Papillion Creek and the true point of beginning; bearing of North 44° 51' 43" East a distance of 231.0 Commencing at the Southwest corner of said Section 13, 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 Burlingto Northern Railroad, a distance of 2002. Il 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 COO 35' 53" East along the North-South centerline of said Section 13 a distance of 253.88 feet to a witness corner; thence con tinuing 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 Creek on the following bearing of South 80° 05' 09" East a distance of 37° 22' feet; thence South 78° 59' 10" East a distance of 384.37 feet; thence South 67° 42' East a distance of 170.15 feet; thence South 67° 36' 16" East a distance of 163.93 feet; thence South 59° 48' feet; thence South 67° 49' 53" East a distance of 587.07 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. The South line of said Section 13 is assumed to bear due east and west. Containing 14. 235 acres more or less. 74.5 feet to a witness corner; thence North 90° 00' 00" Burlington

131-73 MA 30 PM IN BOOK / H DE Deeded Hille REGISTER OF DEEDS, SHEPT I

Tenements, Hereditaments and Appurtenances mer grantee and to its successors and assigns forever. TO HAVE AND TO HOLD the premises above described, Hereditaments and Appurtenances thereunto belonging unto the said together with all 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 to and with the said grantee and its successors and assigns, And the grantor herein for itself or its successors, encumbrance subject to easements of record does hereby covenant and agree that at the time of

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

# WARRANTY DEED (DOU

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lie.	m. Haz	
	riedged said instru	
İ	affixed to the above instrument as grantor. S andthey	
60	tical person.sw	
į	Kroeger; Barbara H. Kroeger; Warren L. Fogo	
T e	Public in and for said County, personally	
	n'y of Douglas, ) On this 31st day of July	
	CTATE OF NERRASKA) as	
- <del></del>	Rosel Effering Barbaia & Kroeser	
11.1	W	===
3, 13	July A. D. 1975 On T. Jacklet Time	
	IN WITNESS WHEREOF we have hereunto set ONE hand hips 31st day of	
I,		
H 1	same unto the saidP-K_Invest	
. 2-	will and OUX heirs, exec	
شنز .	and that WE have good right and lawful	
	THE 15TH COUNTY, WE STORE OF DESCRIPTION OF DESCRIP	
•	PLED FOR RECORD FIFTE M. S. 140 F. M. M. SOOK 15 COS CO COS CO 25	
	are Serve	
	and with their	
	P-K Investment Co.	
	urselves and	
	TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said	
	ight of homestead, claim or demand whatever to the same, or any	_
	her with all the tenements, hereditaments, and appurtenances to the saidGrantors	·
	of 6 foot by 6 foot reinforce	99 109
<b>5</b> -	centerline of drainage way a transcete box inlet; thence No.	, E
	d point being the true point or Degrimmes, 2,51 feet to the	יינטיי
<u> </u>	46'41" East along centerline of drainage war a distance of	9910
<u></u>	right-of-way line at Councy regularized of 215.04 feet	· [6]
<del>(1</del>	thence North 0th0.00" East a distance of 33.00 Ft. to a political thence continuing North	т Ö
ω	lows: Commencing at the Southwest corner of said Section 13, a distant	O
	cidian, Sarpy County, Nebr., more particularly described last	H.
	following described real estate, Situate " " " " North, Range 11 Eas	the
	the County of Douglas and State of Nebraska, to-wit I	
	tnership A	<b>B</b>
	of Two Dollars (\$2.00)	n (
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#### HAVE THIS DEED RECORDED

#### WARRANTY DEED

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TATE OF NEBRASKA, 88.  Douglas County,	
Entered in Numerical Index a ecord in the Register of Deeds' (	and filed for ) office of soid
ounty, theday of	2031
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Register of Deeds.

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me Rec'd Fee.

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

Sh 35

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

Commencing at the Southwest corner of said Section 13, thence North 199 90' of East along the South line of said Section 13 a distance of 4516.93 fact; thence on a line bearing North 44° 51' 43" East a distance of 231.06 feet to the centerline bearing thence continuing on a bearing of North 44° 51' 43" a distance of 29 to a point which is 50 feet distance from and right angles to the but Northern Railroad; thence on line bearing North 70° 42' 27" West, and South I South 00° 249, 35 feet (the long chord of said spiral having Northern Railroad, to said 3737.56 foot rod. distance of 253.88 feet to a witness corner; thence con tinuing on the bearing of South 00° 36' 53" East a distance of 72.0 feet to the centerline of South West and length of 174.07 feet); thence on a line West and a 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° East a distance of 338.53 feet; thence South 59° 34' 19" East a distance of 170 feet; thence South 59° 34' 19" East a distance of 170° East a distance of 338.53 feet; thence South 59° 34' 19" East a distance of 170° East a distance of 338.53 feet; thence South 59° 34' 19" East a distance of 170° East a distance of 338.53 feet; thence South 59° 34' 19" East a distance of 170° East a distance feet; thence South 670 361 The South line of said Section 13 is assumed to hear due east and west South Papillion Creek and the true point of beginning; thence continuing on a radius curve concave Southerly with a long chord bearing North 730 01' 16" 50 feet Southwesterly of and parallel to the centerline of the Eurlern Railroad, a distance of 2002. Il feet to the beginning of a 250' to the true point of beginning. a distance of 190.98 feet; thence South 670 491 thence on a line 50 feet Southerly of and parallel to said spiral of North 440 51' 43" East a distance of line through the center of said Section 13; thence on a bearing of 36' 53" East along the North-South centerline of said Section 13 a length of 249.32 feet; said point also being the beginning of 3737.56 feet); thence on a line 50 feet Southerly of and parallel Curve a distance of 174.09 feet to a point on the North 16" East a distance of 163. 93 feet; South 67° 49' 53" East : Containing 14, 235 acres of 74.5 feet to a witness corner; 511.48" a distance of the second control of the second a bearing at North 71° thence North (0° 00' 00" East a distance of 170.15 East a distance of 587.07 thence South 50048' 15" thence South 67042108" more or less Burlington Burlington said line curve  $09^{1}$ 

## NOTICE OF ASSIGNMENT OF EASEMENTS

To Whom It May Concern:

R/W PERMIT

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

GRANTORS: Clem Hellbusch
Matilda K. Hellbusch

DESCRIPTION: 1000 Sarpy, and State of Nebraska, more particularly described as the South 85% acres of the SE% of said section. Section 13, Township 14N, Range 11E, County

ence 192 Carl L. FILED FOR RECORD 3-16-22AT Hilleles M. IN 800K REGISTER OF DEEDS, SARPY COUNTY, NEB

Nebraska, on and which is recorded 10 Misc. the in the records of the day of Page October 1940 County,

An Iowa Corporation

Date 2-21-77 Ву & Liaison Coordinator

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

a Notary Public, personally came : On this the s 21st duly co day of uly commissioned and a above name. of <u>February</u>, 19 77, before me, and qualified in and for said County, George B Givler, R/W & Liaison Coordinator of Northwestern Bell Telephone

Company, representative, Bell Telephone name is affixed to the above No edges the execution thereof to representative, and the volunts who is personally known to me affixed to the above Notice of the execution thereof to be his Company. voluntary his act and deed Assignment of Easements. He woluntary act and deed as such to be the identical person of the the said Northwestern acknowl-

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

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

Notary Public Mona)

day of J

My commission expires the

June

19

## NOTICE OF ASSIGNMENT OF EASEMENTS

No. 20, 030 R/W PERMIT N ¥ B

To Whom It May Concern:

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

GRANTORS: Mary Pitzel Max Pitzel, Jr.

DESCRIPTION: (SE%) 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 Neoraska. of the Southeast One-quarter

and which is recorded in the records of the 20th day of the FILED FOR RECORD 3-16-77 AT 193 Carl L 9:11 A IN BOOK 50 Hille REGISTER OF DEEDS, SARPY COUNTY, NEB of Musi Jea. 1958 County,

Nebraska, on in Book Page NORTHWESTERN BELL Corporation TELEPHONE COMPANY

2-21-77 R/W & Liaison Coordinator

COUNTY OF DOUGLAS) STATE OF NEBRASKA)

On this 21st da a Notary Public, duly commissione personally came the above named day of February , 19 77, before menissioned and qualified in and for said County, named George B. Givler, R/W & Liaison Coordinator 77, before me,

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 acknedges 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 representative, Company.

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

REHEMA HOTARY - State of Hebrauka HDA B. MYERS IN My Comma. Exp. June 21, 1880

Notary Public

te c# 64301

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commission expires

the

REPOSTER OF DEEDS, SAMPY COUNTY, ME

### PERPETUAL EASEMENT

called "Grantor" OMAHA successors and assigns, between NATIONAL BANK (ONB), EASEMENT AGREEMENT made this the whether one undersigned, (hereinafter called or more), and FAIRNELL, a OMAH : is 28 day RNELL, a Partnershiv, and PACESETTER HOMES, er called "Grantee"), day of /// CA (OIF), (herein INC.,

#### WITNESSETH:

- through, win and being the owner consideration, Exhibits rated herein. easement exact herewith give forever, пAп under, locations of said ler, over, on and attached hereto ner (OIF), Mortgagee area (FAIRNELL), of consideration of One and "B" receipt This easement a permanent and grant attached hereto on and across of which is and incorporated permanent sewer unto the runs with the the (ONB) and Dollar and hereby the and by time. property hereinafter easementway are described in Grantee, its drainage easement areas (\$1.00) acknowledged, option holder this reference herein. described in successors other valuable The width Grantor, 'n described,
- struction, thereto poses of Grantee and its contractor and engineers shall have authority to enter upon said easementway in order to of the acts and the sewer such easement. The scope use, and functions described within the scope and purrepair, transmission including and purpose maintenance, replained all related through said sewers of said replacement easement or necessary appurtenances order to n. O H and renewal sanıtary for the full

temporary sewer facilities. terminate igh, under, over, on, across and upon that portion of said erty described and identified as a temporary construction on said Exhibits "A" and "B" at sched hereto, which said orary construction easement shall commence on date hereof with the Grantee shall have a completion of temporary construction easement construction of said sanitary said ease-

- condition(s) struction and plantings Grantee property nearly and/or maintenance accepting covenants as to damaged or destroyed during or maintenance work in said exists bе practicably properly and and on date recording agrees to agrees refilled and possible hereof. this cause of shall real permanent all landscaping materials the course of said conany trench made 1 cause the r property to su easement g
- against lawful authority to and assigns the hereby covenants presents, y are free Grantor herein, ων covenants to warrant and (lawful claims of all persons covenant and Grantor is lawfully from that at encumbrances; grant said agree with the at the time of for itself, easementway(s)
  t and defend sa its that seized the said whomsoever. successors Grantor execution Grantee Ç said easementway(s) said and has and and assigns, premises; Grantor and delivery its
- hereto representatives, This agreement successors shall and эd assigns binding 0f g the the heirs, pene respective personal

Apr 02678

Ve C

EXECUTED on the day and year first above written.

WITNESS my hand and written.  My Commission expires	COUNTY OF DOUGLAS)  COUNTY OF DOUGLAS)  known to be the known to be the name is affixed to the follofficer and the voluntary Bank.	WITNESS my hand and N written.  My Commission expires	STATE OF NEBRASKA)  COUNTY OF DOUGLAS)  known to be the hame is affixed to the foree the execution thereof to be officer and the voluntary a foundation.	FAIRNELL, a Partnership  By: Partner	OMAHA INDUSTRIAL FOUNDATION  By: 13900
Notarial Seal the day and Year Last Notary Publ	OMAHA NATIONAL BANK, to me per and the identical pergoing Perpetual Easement, and be his voluntary act and deed a act and deed of the said Omaha	and Notarial Seal the day and year last above Notary Public Notary Public My Comm Eto Ce. 24. 193.	the day and year last above work me, the undersigned a Not and for said County, personal and for said County, personal and the identical poing Perpetual Easement, and his voluntary act and deed a ct and deed of the said Omaha		THE OMAHA NATIONAL BANK  S. By: //////////////////// By: Title

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ) ss

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

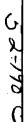
foregoing Perpetual Easer to be his voluntary act a act and deed of the said Partner Partner of FAIRNELL, a Partnership, to me personally known to be and the identical person whose name is affixed to the Perpetual Easement, and acknowledged the execution thereof voluntary act and deed as such Partner and the voluntary eed of the said Partnership. said County, personally of to me personally known

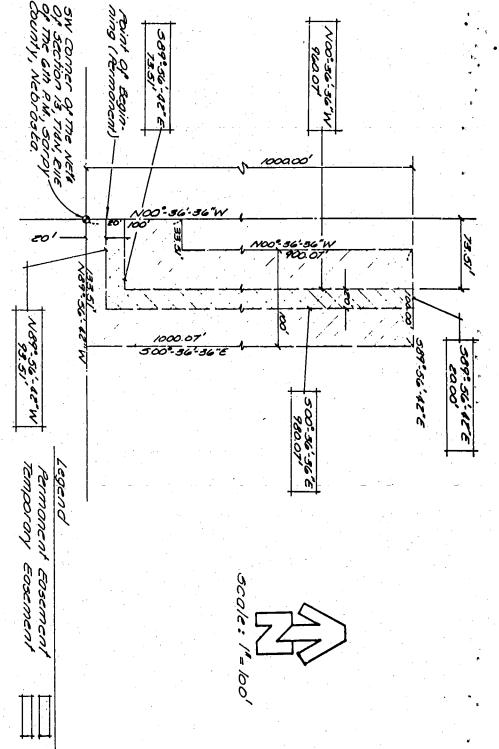
written. WITNESS my hand and Notarial Sea1 the day and year last above

SENERAL MOTANY - Stein of Nebusta VIRGINIA D. BROOKS WY Comm. Eup. Aug. 8, 1962

Notary Public

VΜ Commission expires





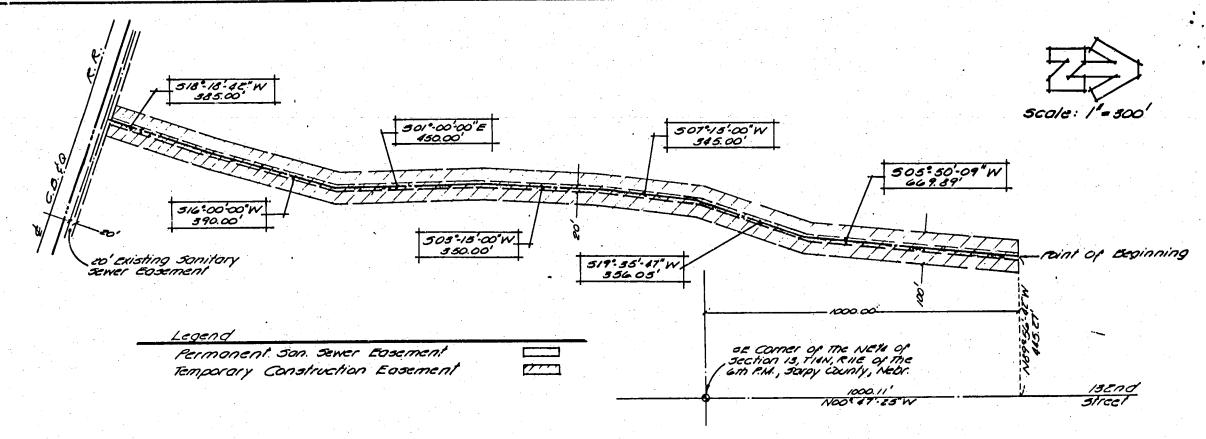
### LEGAL DESCRIPTION:

the NE% of Section 13, TllN, RllE of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the S.W. corner of said NE%; thence N 00° 36' 36" W (assumed bearing) on the West line of said NE%, 20.00 feet to the Point of Beginning; thence continuing N 00° 36' 36" W on the West line of said NE%, 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%, 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%, 960.07 feet; thence S 00° 36' 36" E on a line 93.51 feet east of and parallel to the west line of said NE%, 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%, 20.00 feet; thence N 89° 56' 42" W on a line 20.00 feet north of and parallel to the south line of said NE%, 93.51 feet to the Point of Beginning. 20' wide permanent San e NE% of Section 13, The Llows: Commencing at Sanitary Sewer r Easement throug-of the 6th P.M., San of said NE4; through that part of the south 1000.00 feet of

### LEGAL DESCRIPTION:

A 100.00 foot wide temporary Construction Easement through that part of the south feet of the NE½ of Section 13, Thin, RllE of the 6th P.M., Sarpy County, Nebraska, deas follows: Beginning at the S.W. corner of said NE½; thence N 00° 36' 36" W (assume bearing) on the west line of said NE½, 100.00 feet; thence S 89° 56' 42" E on a line feet north line of said NE½, 33.51 feet; thence N 00° 36 on a line 33.51 feet east of and parallel to the west line of said NE½, 900.07 feet; S 89° 56' 42" E on a line 1000.00 feet north of and parallel to the south line of said NE½, 1000.07 feet to a point on the south line of said NE½; thence N 89° on the south line of said NE½, 133.51 feet to the Point of Beginning. rallel to the west thence N 89º 56: 42" W Nebraska, described south 1000.00 (assumed et; thence said NEな, 36 100.00





#### LEGAL DESCRIPTION:

A 20.00 foot wide Permanent Sanitary Sewer Easement through that part of the South 1000.00 feet of the NE and that part of the SE of Section 13, Thin, RllE of the 6th P.M., Sarpy County, Nebraska, the Centerline being described as follows: Commencing at the SE corner of said NE; thence N 00° 47! 25" W (assumed bearing) on the East line of said NE; 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 (assumed bearing) on the East line of said NE; 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 (assumed bearing) on the East line of said NE; 1000.11 feet; thence S 19° 35' 47" W, 356.05 feet; thence S 07° 15' 00" W, 345.00 feet; thence S 03° 15' 00" W, 350.00 feet; thence S 01° 00' 00" E, 450.00 feet; thence S 16° 00' 00" W, 390.00 feet; thence S 18° 18' 42" W, 385.00 feet to a point on the Centerline of an existing 20.00 foot wide Sanitary Sewer Easement.

ALSO, a 100.00 foot wide Temporary Construction Easement, 50.00 feet either side of the above described centerline.

"al L. Hilles RECUSTER OF DEEDS, SARPY COUNTY.

#### CONSENT TO PERPETUAL EASENENT AND COVENANT

covenant, portion option WHEREAS, Ö Hı attached hereto ţ which Freeman ertain land has real Company, as estate been subjected Exhibits Inc., cwned by Trustee, ¥ and Omaha to ω Ø S. and perpetual Industrial the legal easement Foundation, holder O Hi and

ion, WHEREAS, wishes to consent Freeman Company, לס said Inc., perpetual Trustee, easement for valuable and for which covenant; conside and

a T D reeman covenant; 0 Company, said Fairnell perpetual Inc. holds Ω easement Partnership, the option and ı. S and for agreeable said the entity real t O estate consenting has Con

NOW, THEREFORE, μ, Ή ທ agreed SB follows:

- perpetual easement Freeman Company, and covenant Inc. attached nereby consents hereto **2**8 to and Exhibits rati Þ and ш
- covenant Fairnell, attached þ S S Partnership, hereby consents 0 and

FAIRNELI By:	By:	FREEN	this 10th day of 770
NELL, A Parthership	President	FREEMAN COMPANY, ANC, TRUSTEE	77060ST 1979.

COUNTY STATE Q OF NEBRASKA) DOUGLAS) ss.

for to chis me, County, (1) (1) undersigned , personally came , president of to me personally 0 d a Notary came O H Public REEMAN でんかい ָם. מי and

going inst voluntary of the sai corporation President instrument, said act and corporat the and deed ident tical person acknowledged S , and the affixed COMPANY, such that rson whose dged the ex officer ar the INC., Corporate s authority and se name is execution t o the ი მ გ. ტ voluntary Seal of thereof affixed the act ç ť known 90 said the foredeed

written WITNESS hand and Notarial Seal the day and vear last above

poration

was

Notary

Public

Commis uots

COUNTY STATE OF I'L BRASCO OF Localits

public in and le holds fairnell, known to be and

a partner and the identi-going instrument, and ac voluntary act and deed a of the said Partnership. on this day of COST 1!

)ss. fore me, the undersigned a Notary Pul
for said County, personally came have
a Partnership, to me personally known
he identical person whose name is affixed to the
t, and acknowledged the execution thereof to be
nd deed as such Partner and the voluntary act to the act be his and fore-

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

written.

ΜV Commission expires

Public

### PERPETUAL EASEMENT

called 979, successors OMAHA NATIONAL SIHT between "Grantor" EASEMENT AGREEMENT the and assigns, whether undersigned, OMAHA INDUSTR L BANK (ONB), and FAIRNELL, one or (hereinafter called "Grantee"), made more), this INDUSTRIAL and PACESETTER 28 RIAL FOUNDATION (O, a Partnership, (PACESETTER HOMES, day 0f (OIF) (herein INC.,

#### WITNESSETH:

- and consideration, and exact locations Exhibits "A" and "B through, uncome "A" and "B" assigns rated herein. easement herewith forever, under, owner In consideration of attached hereto and and "B" at area (FAIRNELL), give receipt over, (OIF), ים and grant permanent easement runs attached on and said Mortgagee of which is permanent across the areas sewer and drainage unto О Н One hereto and by incorporated the (ONB) and the Dollar with the hereby property hereinafter easementway are described in Grantee, its (\$1.00) and acknowledged, Grantor option holder land. this herein. described easement reference successors other valuable The width üŢ to part described,
- sanitary struction, səsog thereto 0 authority to Grantee O H the acts and sewer line including all related such easement The and the SCODE and functions μ. τ τ Σ transmission enter ತ್ರಾದ contractor upon said easementway in order to octions described within the scope esodina through said and O Ph engineers shall have said easement replacement or necessary sewers of sar and renewal ր. Ծ sary appurtenances sanitary sewage. have full right and purperform

temporary Stoperty facilities. 0.78S described under, construction easement shall commence on with the completion of construction of : with Grantee Exhibits over, shall have and , on, across and identified s "A" and "B" Α" and temporary construction d as a tempor.
" attached hereto, wire attac and d as upon that portion construction which easement sanitary 0 hereof said said ease-

- real struction tion condition(s) as plantings damaged or destroyed uction and/or maintenance work ง ถ Grantee property to nearly accepting and covenants and S CD exists ტ ტ be properly r 9 āestroyed date agrees recording refilled and shall cause possible hereof d during in said to cause this O Fh real the a11 permanent any course of landscaping materials trench made property to easement the said restora-9 such
- against further lawful and hereby covenants the lawful presents, بار ئ authority to grant said easementway(s) covenant and assiyns Grantor : from claims encumbrances; ţ. agree with 0 HO'R ທ. ທ 0 12 14 14 14 14 warrant ن ن س itself, lawfully time persons whomsoever. and the said Grantee and its sucthat seized of defend Grantor has said casementway(s) said anc promises; and delivery Grantor good right
- representatives, hereto. This agreement successors shall and assigns ტ ე' pinding 9 the а С respective heirs nersonal parties

EXECUTED on the day and year

STATE OF NEBRASKA) ) s.s

before in and 9 the day and year last above written, me, the undersigned a Notary Public for said County, personally came

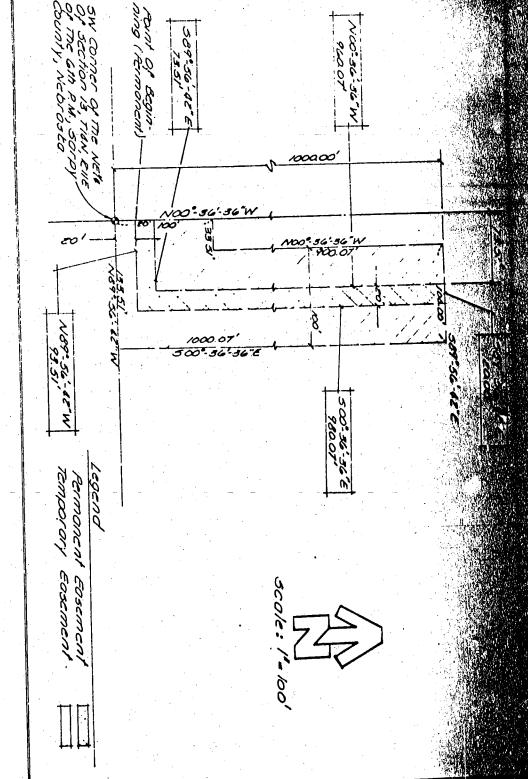
COUNTY OF DOUGLAS)

foregoing Perpetual Easer to be his voluntary act a act and deed of the said Partner Partner of FAIRNELL, a Pai LL, a Partnership to me personally known to be dentical person whose name is affixed to the Fascment, and acknowledged the execution there act and deed as such Partner and the voluntary Partnership. thereof

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

SENERAL MUTARY - State of Rebresks
VIRGINIA D. BROOKS My Comm. Exp.

My Commission expires

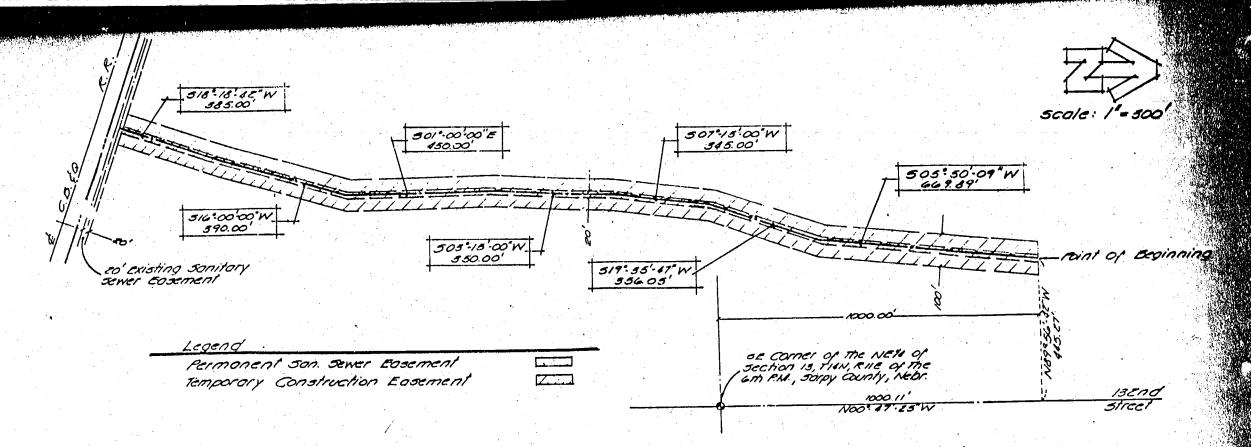


### EGAL DESCRIPTION:

ک موھ ع مر feet North on a line 7 20.00 201 :00 feet; thence said NE4, 980.0 the south line the West line of )' wide permanent Sar NE% of Section 13, 1 Lows: Commencing at line 73.51 feet 6 56' 42" E on a 3 feet; thence S ( aid NE'3, 980.07 fe of said NE%, 93.51 feet to Sanitary TIUN, ni the S.W. RllE of the 6th P ) feet to w.~ NE为 20.00 feet; tr th line of said ! said 脏清; t th P.M., Sarpy County, Nebraska, descrit said NE%; thence N 00° 36' 36" W (assume the Point of Beginning; thence continued to the Point of Beginning; thence continued for the Said NE%, 73.51 feet; thence N 00' to the west line of said NE%, 960.07 feet the said parallel to the south line of the 93.51 feet east of and parallel to the point of an a line 20.00 feet north of an aline said New Years when the said New Years we will be said New Years when the said New Years we will be said New Years when the said New Years we will be said New Years when years we will be years when years we will be said New Years when years we will be years with years when years we will be years when years we will h through Point that part of the south 1000.00 feet of Beginning. described continuing N 00 on a line 40.00 (assumed and of. feet; 8 the parallel west line bearing) g N 00° thence 百岁

#### EGAL DESCRIPTION:

feet north of and parallel on a line 33.51 feet east o S 89° 56; h2" E on a line 1 100.00 feet; thence S 00° 3 bearing) 100.00 follows: ဝဠ the B foot wide tempora the NE場 of Section the Beginning at the west line  $NE_{4}$ , 1000.07 feet to a point of line of said  $NE_{4}$ , 133.51 feet parallel temporary Construction Ease Section 13, TLLW, RILE of thing at the S.W. corner of the time of said NEW, 100.00 it the S.W. corner or the S.W. corner or ne of said NE%, 100.00 feet; .... 124, 100.00 feet; .... 125 lel to the south line of said NE%, 33 lel to the south line of and parallel or no feet north of and parallel or noth line 133.51 feet each Easement th on the south line the Point t through tha 6th P.M., Sar NE省; thence parallel parallel to the south line feet east of and parallel thence the firm of said NE's; thence , Sarpy County, Nebraska, described ence N 00° 36' 36" W (assumed e S 89° 56' 42" E on a line 100.00 33.51 feet; thence N 00° 36' 36" W e of said NE%, 900.07 feet; thence that part of the south 1000.00 0 to the N 890 said NE%, West 56' 42"



#### LEGAL DESCRIPTION:

A 20.00 foot wide Permanent Sanitary Sewer Easement through that part of the South 1000.00 feet of the NE and that part of the SE of Section 13, TLUN, RllE of the 6th P.M., Sarpy County, Nebraska, the Centerline being described as follows: Commencing at the SE corner of said NE%; thence N 000 47: 25% W (assumed bearing) on the East line of said NE1, 1000.11 feet; thence N 890 561 42" W on a line 1000.00 feet North of and parallel to the South line of said NE<sub>4</sub>, μ45.27 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 18° 18' 42" W, 385.00 feet to the point of beginning; thence S 01° 00' 00" Ε, 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.

#### COVENANT

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

ting the real parking, warehousing, business office or ten (10) industrial use, such use the property Grantor has, however, retained title to certain adjointhat if said 400 foot strip is ever zoned to permit years including a strip of land 400 feet Ву estate from the the execution hereof Grantor covenants and described on Exhibit A on the 30% shall be restricted for a period of day of MARCH truck maneuvering , 1979, ri. south and width abut-

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

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

tion hereof as of the IN WITNESS WHEREOF, the Grantor INDUSTRIAL COUNDATION day 0 caused the

OMAHA INDUSTRIAL WO

By Bresident

STATE OF NEBRASKA ) SS.COUNTY OF DOUGLAS )

president of the channal Industrial corporation, on behalf of the corporation. corporation. acknowledged before me by BENJAMIN R. MORRIS, Foundation, a Nebraska

Notary Public

A CEFERAL NOTARY-State of Mebrica JOYCE VANDERWIEL My Comm. Exp. Dec. 24, 1951

AND PRESENCE OF

Sarpy County, Nebraska, all more particularly described as follows: Commencing at the N.W. corner of said NE; thence S 39 51' 17" E (Assumed bearing) on the North line of said NE; thence S 39 51' 17" E (Assumed bearing) on the North line of said NE; thence S 39 51' 17" E (Assumed bearing) on the North line of said NE; thence S 30 51' 17" E on the Point of beginning; thence continuing S 89 51' 17" E on the North line of said NE; 2,480.67 feet to the N.E. corner of said NE; thence S 30 47' 25" E on the East line of said NE; 1,644.36 feet; thence N 39 56' 42" W on a line | 1,000.00 feet North of and parallel to the South line of said NE; and said NE; 3,063.81 feet; thence N 30 36' 36" W on a line 415.00 feet West of and parallel to the East line of said NE; thence N 30 00' 00" E on a line parallel to the North line of said NE; thence N 30 36' 36" W on a line parallel to the West line of said NE; thence S 89 51' 17" E on a line parallel to the West line of said NE; thence S 89 51' 17" E on a line parallel to the West line of said NE; 163.00 feet; thence N 30 36' 36" W on a line parallel to the West line of said NE; 519.49 the point of beginning.

(Containing road R.O.W. leaving 108.82 acres more or impleaving 105.72 acres more on OH, which 3.10 acres more less.) 9 less is.

R.O.W. # 3.0.E. 17-80

### Partial RELEASE OF EASIGN

RNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an lows Corporation, hereby fully or partially releases and forever disclaims certain essement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communication facilities in, under, upon, over and through the following described property: All of the South 85% acres of the SE%, except Lot 7, Interstate Industrial Par located in Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska. and operate communities owing described property:
The tartate Industrial Park,
Sarpy the 6th P.M., Sarpy

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

Cast & History

Odo B Museus) Notary Public	A GENERAL NOTARY - State of Mubicate  On the Company of Mu
ne day and year last above written.	Witness my hand and notarial seal the day and year last above written.
to the above Release of Easement. They their voluntary act and deed as such of the said Northwestern Bell Telephone	Morthwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. The 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.
bober  lified in and for sai  Manager - Right-of-W	On this  15th  day of October  before me, a Motary Public, duly commissioned and qualified in and for said  County, personally came the above named G.B. Givler, Manager - Right-of-Way  and M.K. Harrell, R/W Clerk
	STATE OF Nebraska )SS
An Iowa Corporation  An Iowa Corporation  TITLE Manager - Right-of-Way	M. K. Hawell
Telephone Company has caused this lf on this 15th day of by its duly authorized officers.	IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused instrument to be duly executed in its behalf on this 15th day october 19 80 , by its duly authorized
Sarpy County, Nebraska March 1977	nd which is recorded in the records of no the 16th day of no Miscellaneous Book 50

Feet 08621

19

## ASSIGNMENT OF COMMUNICATION SYSTEM EASEMENTS AND RIGHTS OF WAY

For good and verifical Judgment (the "Dec Electric Company, et al. of Reorganization (the "Tor the District of Columber Company, an Io "Assignor") hereby grant AT&T Communications or thaving an office located Kansas City, Missouri 64 parents, subsidiaries an respective successors an "Assignee") all right, tunder each of the easeme in Exhibit A (annexed he the nonthe companies, nonive successors ee") all right ach of the eas bit A (annexed respective located at 311 Main ouri 64141, its assuries and affiliated sors and assigns (hight, title and interesed hereto and made right of Assignor s, subsidiaries and an Iowa grants, the "Plan" Columbia C Decre suc ens and the Va cessors ee") in United Civil Action I lan") as approphia on August a corporation assigns, tra in luab SII Main Street, P.O. Box 1418, its associated and allied comprising its and signs (hereinafter referred to ごっ ompl le consideration.
liance with the number of States volume of the D
the D and and made interest gust 5, 1983, Nort tion (hereinafter and Ine a part herecand its associ affiliated co and o f assigns 0 f and Assignor in, to an ind licenses identify hereof), subject the associated and alliated corporations, in As receipt Modific Northwestern ter referred District Western 2, and the sets such ot whereof fication of over erred nd the to as not to as not to and identified hject to allied its companies and their corporat Cour Plan unto 0 to Bel io

Assignee's 0 T their Assig etof ignee fore .4E AND
Assignee,
e forever v
are in and t
ore given c
and licer
s and unt or and ties made with a | | any ny part thereof, to are assignable or Assignee's benefit. ;; ; 40LD right ( covenants in respect aid 0 urs and assign substitution and warrand S warranties to casements;
the extent
cas be enfor ign rights o and to and for d subrogatic by others nts, rights tent said 0 0 9. ρ 100 and 23

S to ea Cr (ii) -h (0 recuted by i TNES N WHEREOF s duly a this 19 OF, Assignor authorized a 0 agents, and of December has caused this its 198 corporate instrumen

ATTEST:

(Name of Assignor

Northwestern Bell Telephone (SEAL)

ву:

(Name)

Manager-Assignment/Rightor

SARPY CO. NE

26

57 0 Die (Acknowledgement)

1584 JAN -4 AN IO 39

REGISTER OF REEDS

**元** 00086

EXHIBIT A

## CHENINE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

NW4 Sec o FISH ALLE	Bk 10 Pg 382	Equipable Life Assurance 11-25-40 Society of U.S.
Sec 6 T13N	вк 10 Pg 335	Cathe
Sz Sec 1 T13N R10E SEt Sec 1 T13N R10E	Bk 10 Pg 337 Bk 10 Pg 332	ristina & Elise
SWL Sec 1 T13N R10E	Bk 10 Pg 360 Bk 10 Pg 381	o o rt
NWት Sec 12 T13N R10E	Bk 10 Pg 333	First Trust Co. of Lincoln No. Trustee 10-3-40
No Sec 11 T13N R10E	Bk10 Pg 369,370	e Seefus, Clyoske
		R.J., J.R., Theresa McLean
SW# Sec 11 T13N R10E	Bk 10 Pg 337	Jay B. & Irene Wainwright Wm. & Pearl Hemphill, John 10-3-40
SEL Sec 10 T13N R10E	BK 10 Pg 334	. X
Sec .	10 Pg	<b>1</b> 0
Not Sec 16 TI3N RICE	10 Pg	nie Bundy on
sec 17 1	Bk 10 Pg 335 Bk 10 Pg 331	Eugene & Catherine 10-3-40g
1 (	BK 10 Pg 336	. & Anna 1
SEŁ Sec 31 T14N R11E NFŁ Sec 6 T13N R11E	10 Pg	H. & GELLIAGE
Sec 32	,	Ehle
NE <sub>4</sub> Sec 32 T14N R11E SE <sub>4</sub> Sec 32 T14N R11E	Bk 10 Pg 346 Bk 10 Pg 342	1 A.
SEt Sec 27 T14N K11E	Bk 35 Pg 542	ann E., M
NW# Sec 24 T14N R11E	Bk 10 Pg 353 Bk 10 Pg 343	Charles A. & Martha A. Frinz 10-9-40 Will & Marie Hansen 10-3-40
		•
24 T14N	23 Pg 272	
Sec 13 T14N		llbusch
SWE Sec 18 T14N R12E	10 P	٠ <u>٠</u>
Sec to 114N NIZE	10 Pg	Caroline Borman  10-3-40  10-3-40
Sec 17	BK 10 Pg 330	e Peters
NET Sec 17 T14N K12E	Bk 10 Pg 351	GKANIOR I & Ida M. Aulin
	RECORDING	
	EASEMENTS AND RIGHTS OF WAY	SCHEDULE OF ASSIGNED EASE

#### SARPY COUNTY

#### EHIBIT A

## SCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

Barnhardt K. & Elsie Timmerman Fred & Mary M. Stender	Claus & Rosa M. Rohwer Henry I. & Serena Lorenz	Carl, Henry, Marie C. Ehlers & Bert, Wilhelmina Addleman J.V. McDonald W.S. & Nannie Bundy Rudolph & Maggie Blum Claus & Marie Heuck Carl G. & Louise Heuck Albert A. & Amanda Pflug	
10-3-40 10-3-40	10-3-40 10-3-40	11-4-40 11-4-40 11-4-40 10-9-40 10-3-40 10-3-40 10-9-40	DATE OF GRANT
	·		•
Bk 10 Pg 348 Bk 10 Pg 347	Bk 10 Pg 347 Bk 10 Pg 345	Bk 10 Pg 366 Bk 10 Pg 368 Bk 10 Pg 364 Bk 10 Pg 352 Bk 10 Pg 344 Bk 10 Pg 343 Bk 10 Pg 352	RECORDING
SWL Sec 28 T14N R11E NWL Sec 33 T14N R11E	SEL Sec 27 T14N RITE SWL Sec 27 T14N RITE SEL Sec 28 T14N RITE	NW4 Sec 6 T13N R11E NW4 Sec 20 T13N R10E NE4 Sec 19 T13N R10E SE4 Sec 23 T14N R11E NE4 Sec 26 T14N R11E NW4 Sec 26 T14N R11E SW4 Sec 27 T14N R11E	DISCRIPIION

293 186 PITZec 871K \$ 4 × = FRANKLIN となる ブス ルンフ 2020 B CONDEM scw) Row

## MORTGAGE

Form No. 303

party of the lirst part,
--------------------------

Notar Salisier Nebraska

My Commission Expires

February 14, 1979

On this 30th Jay of June Richard D. Sorenson, E. George F.

CORPORATE ACKNOWLEDGMEN

When Recorded return to The Omaha, National Bank

.....ol Mortgages, at Page......

at......o'clock.....M., and recorded in Book

Entered on Numerical Index of Mortgages

THE OMPHA NATIONAL BANK
TO

STATE OF NEBRASKA,

Register of Deeds.

FROM

Real Estate Mortgage

194-2113

SOUTH HALF OF THE NORTHWEST QUARTER (S% NA%) OF SECTION THIRTEEN (13), TOWNSHIP FOURTEEN (14), NORTH RANGE ELEVEN (11), EAST OF T 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 ဝ္ SARPY COUNTY, NEBRASKA. H

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

#### AND

THE NORTHEAST QUARTER (NE%) (EXCEPT THE NORTH THREE HUNDRED NINETY-NINE AND FORTY-NINE HUNDREDTHS (399.49) FEET OF THE WES' ONE HUNDRED SIXTY-THREE (163) FEET THEREOF USED AS VOSS-CHALCO CEMETERY) OF SECTION THIRTEEN (13) IN TOWNSHIP FOURTEEN (14) N RANGE ELEVEN (11), EAST OF THE SIXTH (6TH) P.M., IN SARPY NEBRASKA (11), EAST OF OF THE WEST NORTH,

Subject to \$362,384.00 mortgage of record dated: March 1, 197 to Leo Eisenstatt and Edward M. Malashock, Trustees recorded Book 190, Page 428 in Sarpy County, Nebraska.

#### B

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

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

#### AND

TAX LOT FOUR (4), IN SECTION THIRTEEN (13), TOWNSHIP FOURTEEN (10) 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, TOWNSHIP FOURTEEN (14)

Subject to \$136,717.89 mortgage of record dated: March 1, 1971; to Mildred A. Voss and Wilma Wessel recorded in Book 190, Page in Sarpy County, Nebraska. 1971, 624

#### AND

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SULVANCE) 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% NW%) 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% NW%) OF SECTION EIGHTEEN (18), TOWNSHIP FOURTEEN (14), NORTH RANGE TWELVE (12), EAST OF THE 6TH P.M., SUBJECTION EASEMENT OF PUBLIC HIGHWAYS; IN SARPY COUNTY, NEBRASKA. SUBJECT

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

B 188 May Prizet 28 4 ABL P 1883 May Prizet 8 Bl Aug. 15, 1978  TO 1887 Prizet 70 Bl Aug. 15, 1979  Edmillen P Resears, 6/ Parando  Touriset  Ret. 184-299  Ret. 184-299  Ret. 184-299  Ret. 184-299  Ret. 184-298	1			
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#843 *** PITELL ***   P) AUL 16, 1979  *** *** *** *** *** *** *** *** *** *		PITZEL DR.	REL	
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# MORTGAGE AND ASSIGNMENT OF RENTS

THIS MORTGAGE is made this / day of forte 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 NorWest Bank Omaha, N. A., all national banking associations

WHEREAS, Borrower is indebted to Lender in the principal sym of \$3,549,105.72 which indebtedness is evidenced by Borrower's Note of even date herewith (here in "Note") with the balance of the indebtedness under the Note due and payable on demand, which Note was issued under and payable of 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 indestedness exidenced by the secondarie herewith to protect the security of this fluid the content of all other such with interest thereon advanced in accordance herewith to protect the security of this fluid the content of the coverants and agreements of Borrower here in countained with the indeptedness secured hereby or the Loan Agreement, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Londer pursuant to Paragraph 16 hereof (herein "Future Advances"). Borrower does hereby martgage, grant and convey to Lender the certain real estate located in Sarph 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 exements, 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 regiatements and additions thereto, shall be decided 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". ingether with

Borrower covenants that Borrower is lawfully seised 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 demandered. that the

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

- interest on any Future Advances the principal of the indebtedness evidenced by the Note interest on any Future Advances secured by this Mortgage wer shall promptly pay when the Note and the principal of
- 2. Application of Payments. Unless writed by Lender first wall payments received by Lender shall be applied by Lender first wall payments received by Lender by Borrower under Paragraph 6 hereof, then to the payment of any. applicable law provides otherwise plied by Lender first to the paym the payment the
- charges, fines and impositions attributable 2 1/2 C 24/20 Borrower shall pay all taxes, assessments and other lons attributable to the Property which may attain a 243

Mg Carp Meson

riority over this Mortgage and ground rents by Borrower making payment, when use directly to the payes thereof. Borrower shall promptly furnish to Lender II notices at amounts due under this paragraph, and Borrower shall promptly usuals be required to discharge any such payments. Borrower shall promptly is the payment of the obligation secured by such lien in a manner expression to be such lien in, legal proceedings which operate to prevent the office of the Property or any part thereof.

Hazard Insurance. Borrower shall keep the improvements now existing of hazardies erected on the Property insured against loss by fire, hazards in the term extended coverage, and such other hazards as Lender on require and in such amount, and for such periods as Lender may require; be in the Lender shall not require that the amount of such coverage exceed the sums secured by this Mortgage.

Subject to appear the providing the insurance shall be chosen by Borrowg Subject to approval shall not be used the such approval shall not be used the writing loss that promises on insurance policies shall be paid by Borrowg making promises due directly to the insurance carrier.

Lender and shall include a standard mortgage clause 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 rememals thereof, and Borrower shall promptly furnish to Lender all renewal motices and all receipts of paid premiums. In the event of loss, Borrower shall give from the nation in the insurance carrier and Lender may make prompt at loss, it not made promptly by Borrower.

specific to repart of the property damaged, provided such regains is specificable to repart of the property damaged, provided such regains is specificable to effect minour repairs to the property with the insurer spairs to the property with the insurer spairs to the property with the insurer spairs of a total loss shall be made at tender's sold discretion. If such repair is 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 that the 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 d to collect and apply the insurance proceeds at Lender: of the Property or to the sums secured by this Mortgage

- If under paragraph 14 hereof or otherwise the Ptoperty is acquired by Lender, all right, title and interest of Borrower in and to any insurance politand 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 secully this Mortgage immediately prior to such sale or acquisition.
- 5. Preservation and Maintenance of Property. Property in good repair and shall not permit or committee deterioration of the Property. commit waste impairment Borrower shall keep the

- not ances, disburse such sums and take such action as is necessary to protect Lender 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. enforcement, covenants then Lender enants and agreements contained in this Mortgage, or if any action or produing involving the Property is commenced which affects Lender, including, limited to, foreclosure of other liens, eminent domain, insolvency, code orcement, or arrangements or proceedings involving a bankrupt or decedent in Lender at Lender's option upon notice to Borrower, may make such appear take such action as is necessary to fails if anv protect Lender's
- notice prior to any such to Lender's interest in t 7. Inspection. and inspections Lender may make or cause to be made reasonable en of the Property, provided that Lender shall give Boy such inspection specifying reasonable cause therefor in the Property: e or cause to provided that reasonable entries shall give Borrowe Borrower related
- or consequential, in conn Property, or part thereof hereby assigned, Condemnation. and shall be in connection with any condemnation or other taking of thereof, or for any conveyance in lieu of condemnation, and shall be paid, to Lender. The proceeds of any award or claim for damages, undirect

which in the security in t this Mortgage the sole discretion of Lender materially affects in the Property, the proceeds shall be applied to gage, with the excess, if any, paid to Rorrows. r full or partial) the value of Lender's o the sums secured by

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 this Mortgage. secured by

- exercising law, shall maturity hereunder. The proce or charges by Lendor Forbearance by Lender Not a Waiver, any right or remedy hereunder, or contract the not be a waiver of or preclude the The procurement of insurance or the indebtedness shall not be a secured insurance or the payment of t be a waiver of Lender's right a Waiver. under, or ٥ this otherwise afforded by e exercise of any right Mortgage Any forbearance of taxes or other lie by Lender accelerate applicable
- afforded distinct ¥d and Remedies Cumulative. and cumulative to any law or cumulative to aw or equity, and any All remedies provided in other right or remedy unde may be exercised concurrently, remedy under this Mortgage a er this Mortgage independently 9
- shall CGV inure Successors and Assigns Bounants and agreements herein nure to, the respective succe erein contained shall bind, and the successors and assigns of Lender Bound; Joint ein contained and Several Liability; Captions. shall bind, and the rights hereunder and Borrower

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

- 12. Notice. Any notice from Lender to Borrower provided for in shall be given in the manner set forth in the Loan Agreement. this Mortgage
- provisions severable. 13. Governing Law, and Severability. This Mortgage shall be governed by law of the State of Nebraska. In the event that any provision or clause of Mortgage, the Loan Agreement, or the Note conflicts with applicable law, conflict shall not affect other provisions of this Mortgage or the Note h can be given effect without the conflicting provision, and to this end the isions of this Mortgage, the Loan Agreement, and the Note are declared to be
- may declare all payable upon including evidence. entitled able upon ten days written notice, all in accordance with the provisions of Loan Agreement, and may proceed at law or in equity to recover all such such interest thereon as set forth under the Loan Agreement. Lender shall be itled to collect in any such proceeding, in addition to the foregoing sums, expenses of the suit, including but not limited to, costs of documentary dence, abstract and title reports. the covenants to event of default Acceleration; R of Borrower in the Smns Remedies. Upon Bon this Mortgage or to pay when due any sums It under the Loan Agreeme secured by the Loan Agreement, by this Mortgage t Upon Borrower's breach of any gage or in the Note secured by this note any sums secured by this his Mortgage to be immediately due and all in accordance with the provisions t law or in equity to recover all such Lender at Lender' Mortgage, or nder's option this Mortgage, Smms
- and collect under additional 15. Assignment of Rents; Appointment of Receiver; Lender in Possession.

  additional security hereunder, Borrower hereby assigns to Lender the rents income of the Property, provided that Borrower shall, prior to acceleration er paragraph 14 hereof or abandonment of the Property, have the right to lect and retain such rents and income as they become due and payable. der in Possession. Lender the rents

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. Upon acceleration under paragraph hereof 윽 abandonment of the s fees, shall be

- prior Futur evidenced by 16. Future Advances. Upon request or porton and advances to Borrower. In the release of this Mortgage, may make Future Advances to Borrower. Tuture Advances, with interest thereon, shall be secured by this Mortgage evidenced by promissory notes stating that said notes are secured hereby. It is shall the principal amount of the indebtedness secured by this Mortgage that shall the principal amount of the indebtedness secured by this Mortgage that including sums advanced in accordance herewith to protect the security and including sums advanced in accordance herewith to protect the security including sums advanced in accordance herewith to protect the security including sums advanced in accordance herewith to protect the security including sums advanced in accordance herewith to protect the security including sums advanced in accordance herewith to protect the security including sums advanced in accordance herewith to protect the security including sums advanced in accordance herewith to protect the security includes the Lender, .. this Mortgage when is Mortgage, security of option Such no
- 17. Release. Upon payment of all sums secured by this Mortgshall discharge this Mortgage without charge to Borrower; Borrower costs of recordation, any. secured by this Mortgage, Lender to Borrower; Borrower shall pay

- 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 declar all sums secured by this Mortgage to be immediately due and payable, together with interest thereon as hereinabove
- 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 Na replacement of, or described Property as Mortgage. This Mortgage is given in addition to in lieu of, the previous mortgages covering the set forth and described in the Loan Agreement. and not as

IN WITNESS WHEREOF, the Borrower has executed this Mortgage

On this 1st day of April 1983, before me, a Notary Public in and for said County, personally came October and and County, personally came of the OMAHA INDUSTRIAL FOUNDATION who are personally known to me to be the identical persons whose names are affixed to	On this 1st day of Carl and for said County, personally came
SS.	STATE OF NEBRASKA
By Trace Especiate	
OMAHA INDUSTRIAL FOUNDATION	

Witness my hand and notarial seal the date last aforesaid.

Dione m. Mick Notary Public

My Commission Expires (1) 20 /985

GENERAL NOTARY - State of nebraska
DIANE M. MICEK
My Comm. Exp. June 20, 1985

3-3-405-1

0IF #5

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, County, Nebraska. Township 14 North, Range 11 East, Sarpy

EXHIBIT "A"

, w. . . . 8 3 14.2113 4-20.75 3:463 50 30.75 4.38 1.83 23 5 180 Man mon B STA 8 SA mousea te Indusha (N mahar Resource of 16 000,00 MAX #S Sug-Max 8 7268 Heyhn? 10 O. or less Mahre 50 hyrees 240ex RR Recha 7 als K MARY 5885 000 000 000 W (102. 186.293; 家 OVER 435 13 9

## WARRANTY DEED

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

#### Σ Н TNES ß H TH:

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

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

- (1) Storm and Sanitary **Easements** 0f record; Sewer Easements and Utility
- Property subject to no direct access from Parcel 1 onto Interstate Highway as set forth in Return of Appraisers September 28, 1957, filed October 10, 1 Book 22 at Page 267 of the Miscell Records of Sarpy County, Nebraska; Property subject Miscellaneous No. and 5451-33 15 ±
- 1963 in Bo Miscellaneous Easement granted to the State of Nebrinstrument dated May 31, 1963, filed 1963 in Book 32 at Page 10 Easement Records Page of S Sarpy Nebraska, filed June of the County, the 3 ьy
- instrument da April 4, 1979 Miscellaneous Nebraska; Perpetual Inc., 1979 easement dated in. its Records d March Book 52 successors granted of Of 28, 19/3 at Page 19 of Sarpy to and nd assigns 1979, fi ge 190 of Pacesetter ounty, filed the

(4)

NEBRASKA DOCUMENTARY STAMP

OCT 26 1988

915° BY

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(5) which is to I South line Section 13 a November 30, the Records of onto Parc exceed 20 which is South li ingress or egress over State Highway No. 50 to Parcel 2 except over one entrance not to ceed 20 feet in width, the centerline of the Northwest Quarter of the Northwest Quarter of ction 13 as stated in an instrument filed vember 30, 1962 in Book 111 at Page 186 of Records of Sarpy County, Nebraska; ingress filed 186 of 0 of of to 50

- (6) captioned Ingress a December 4 the Deeds 1 Terms and 4, "Warranty Deed for the Control and Egress (Corporation)" fil 4, 1987 in Book 162 at Page 3343 Records of Sarpy County, Nebraska; conditions for an instrument Control of filed of.
- Rights of the and specifically described as: property under an unrecorded Farm unrecorded Residential Lease tenants possession O<sub>f</sub> þ portion Lease more
- (a) Unrecorded Foundation Company entered Agreement SP t dated into be into between Far is agent for Oma n and Fred Citta; Farm March Lease h 21, Farmers Omaha ] and and Industrial 1988 National Security
- **(b)** Unrecorded Lease dated March entered into between the Omal Foundation and Fred V. Citta Citta and amended April 2 May 6, 1985. he Omaha Inc Citta and 27, 23, Industrial 1984 Jean M. and

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

caused these IN WITNESS presents WHEREOF, to Ьe the Omaha executed bу Industrial its President Foundation 28 0f the has

CORPORATE SEAL) day and year first 13hours STATE OF MEBRASKA \* above written. OMAHA Dale INDUSTRIAL Te Kolste, FOUNDATION, President

. mplanker

0.4

)ss.

voluntary On this 2/5 day of Notary Public in and for Kolste, President of Omaha be the identical person Warranty identical y Deed and a ry act and o acknowledged the deed. whose said county Industrial Fo October said con name execution of y personally Foundation, k 1988, the known same came before the 5 to Dale be above be his me

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

MICHAEL C. WIESE
My Comm. Exp. My 10, 1992

Notary Public

### EXHIBIT "A"

## LEGAL DESCRIPTION

Section 13, 18 Sarpy County, 5A1 Township and and Tax Lot 6B, Tax Lots located in the Fownship 14 North, Range 11 East of the Nebraska, more particularly described as follows: SE 1 1/4 P.M., O.F

Segimning; thence Sul'uou-04"E along the East line of said Tax Lot 581, a distance of 925.46 feet to the Southwest corner of Tax Lot 58, a tax lot located in said SE 1/4 of Section 13; thence of 262.10 feet to a point on the West right-of-way line of 132nd 132nd Street; thence SO1°00'004"E along said West right-of-way line of 132nd 132nd Street, a distance of 674.94 feet to the point of the Northwesterly right-of-way line of 132nd Street and No. 80; thence along said Northwesterly right-of-way line of U.S. Interstate Highway Interstate Highway No. 80 on the following described courses; a distance of 373.64 feet thence S39°48'39"W, a distance of right-of-way line of U.S. Interstate Highway No. 80 on the following described courses; a distance of 373.64 feet thence S39°48'39"W, a distance of 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 the Chicago, Burlington and Quincy Railroad on the following feet thence N71°22'27"W, a distance of 265.20 feet thence feet, a distance of 210.27 feet, said curve having a long chord the West line of said SE 1/4 of Section 13; thence N80°40'30"E along the North line of said SE 1/4 of Section 13, a distance of 13: thence of 210.0"E along the North line of said SE 1/4 of Section 13, a distance of Section 13, a distance of 2356.98 feet to the Point of Beginning. Beginning; 5A1, a dist cing at the N S89°49'30"W 0 f 0£ Section 13, said Tax Section 13, a distance of said Tax Lot 5Al, said pothence S01°00'04"E along Northeast corner said point ) along 295.13 O.f said long the North line of s 5.13 feet, to the Northe nt also being the Point e East line of said Tax SE 1/4 Section Northeast Point

And also part of Tax Lot 15B, a tax lot located in the NW 1/4 Section 13, Township 14 North, Range 11 East of the 6th P.1 Sarpy County, Nebraska, more particularly described as follows: follows: P.M., 0f

Commencing at the Southwest corner or 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. 100°18'12"W along said East right-of-way line of State Highway thence continuing N00°18'12"W along said East right-of-way line of State Highway the South line of Stonybrook South, a subdivision located in said Stonybrook South, a distance of 30.00 feet to a point on 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 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 Begin-

## PARTIAL RELEASE

RELEASE OF MORTGAGE - COMPRENOR

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

Sarpy - County. Nebraska on the following described real estate situated in to wit:

Exhibit ı A ıı

its	IN TESTIMONY WHEREOF, the said FirsTier Bank has caused these presents to be executed by its
Nebraska	of Real Estate Mortgages, page 2113 of the records ofSarpyCounty,
194	described therein remain subject thereto unless otherwise released, which is recorded in Book
est of the real estate	it being the intent that only the lands herein described be discharged from said mortgage and the the rest of the real estate

Vice President and its Corporate Seal to be affixed hereto this 25th day of August 19 88

(amea) before me, the undersigned, a Notary Public in and for said County, On this FirsTier Bank, National Association (Hew)ast Nebraska day of \_ Vice President 1988

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

personally came

STATE OF NEBRASKA

. County)

SS.

My commission expires Witness my hand and Notarial Seal at Smala nels 1991 in said County the day and year last above written. theen a foot Notary Public

15456  $\overleftarrow{\Diamond}$ 

> INSTRUMENT NUMBER 11) est 26 / M/ 9/51

REGISTER OF DEEDS

NE

16-45/ 15

File No.: TS-88-545

### EXHIBIT "A"

PARCEL 1: of Section in Sarpy Co for public Sarpy L. public county, Nebraska, EXCEPT conds and/or highways. Tax Lots **5A1** and 6B, חֹב Range those the Southeast 11 East of the 6t parcels occupied of the 61 t b ဝူ (SEL Ы taken 4

PARCEL 2: Part ( 13, Township 14 ) County, Nebraska of Tax North, a more ! Tax x Lot 15, in t, Range 11 Eas Eas the described e North h Half (N1/2) c 6th P.M., in ed as follows: /2) or -, in Sarpy Section

State Highway No. 50; thence Nort said Easterly Right-of-Way line of distance of 60.00 feet, to the So South, a Subdivision located in sthence North 89 degrees 49' 30" E Stonybrook South, a 3:-of Stonybro Beginning; said South 2043.91 fee 13, Town County, Street, a tract of Commencing (NE1/4) of Commencing at the Southeast corner of the Northeast Quart (NEI/4) of said Section 13; thence South 89 degrees 49' (assumed bearing), along the South line of said North Hal Section 13, a distance of 33.00 feet to a point on the We Right-of-Way line of 132nd Street; thence continuing South degrees 49' 30" West, along said South line of the North Section 13, a distance of 3034.35 feet to a point on the of Stonybrook South extended, said point being the Point Beginning; thence continuing South 89 degrees 49' 30" West said South line of the North Half of Section 13, a distant said South line of Secti ybrook South, a drace of said Stonybrook South, a drace of south, along a line parallel to the Wet, a distance of 60.00 feet, to the manage of also described a pange ll East Township Nebraska. North ine of 4.35 feet to a point on the East 1 said point being the Point of South 89 degrees 49 30 West alon Half of Section 13, a distance of the Easterly Right-of-Way line of North 00 degrees 18 12 West, alone of State Highway No. 50, a ne Southwest corner of Stonybrook in said North Half of Section 13, 0 East, along the South line of s said North H East, along 2043.91 feet East thence ç West 25 the Of f Tax feet, to the south 01 degre South 01 degre Right-of-Way 1 e Point of Begi the he 6th 15B P.M., Beginning. in said Southeast ree 00 57 South line Half West ter 30 Half East Sarpy ng. Said Section 0f along e of of We 89 along 132nd said line

## **PARTIAL RELEASE**

HELEASE OF MORTGAGE - XXXXXXX 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 Sarpy Industrial Foundation County, Nebraska on the following described real estate situated in to wit:

attached Exhibit "A"

ecuted by its	IN TESTIMONY WHEREOF, the said FirsTier Bank has caused these presents to be executed by its
ty, Nebraska	of Heal Estate Mortgages, page 403 of the records ofSarpyCounty,Nebraska
look 203	described therein remain subject thereto unless otherwise released, which is recorded in Book 203
d the the rest of the real estate	the intent that only the lands herein described be discharged from said mortgage and the the rest of the real estate

personally came (ADMA) ( ) (ADMA) 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. STATE OF NEBRAJKA) County) SS. Alewan. On this before, Omaha, Nebraska FirsTier Bank, National Association me, the undersigned, a Notary Public in and for said County, , Vice President

My commission expires Witness my hand and Notarial Seal at Shaha 15/ 19 fid County the day and year last above written 电子记录 计路径 Scall . Notary Public.

O

NOT COMMENT SERVICE

88-15457

(5) (5)

<u>.</u>...

REGISTER OF DEEDS

15457

File No.: TS-88-545

### EXHIBIT "A"

in of RCEL 1: Section Sarpy Cc r public Tax Lots 5Al and 6B, in 13, Township 14 North, County, Nebraska, EXCEPT croads and/or highways. d 6B, in North, EXCEPT מנ Range 11 East those parcels the Southeast occupied of the 6t or (SE1 P.M taken

PARCEL County, Township Nebraska Part ip 14 North, Of. Tax particularly Lot 15, i Range 11 in East the described 0f North Half of the 6th I scribed as i P.M., in follows: (N1) 2) T'n of Seco

Beginning; thence continuing said South line of the North 2043.91 feet, to a point on State Highway No. 50; thence said Easterly Right-of-Way 1 distance of 60.00 feet, to t South, a Subdivision located south, a Subdivision located Right-of-Way 1 degrees 49' 30 Section 13, a of Stonybrook (assumed Section 1 Commencing tract 13, To (NE1/4) South, a Subc thence North corner Stonybrook ct of land Township 1 along O H ook South, a distance of said Stonybrook South, a line parallel a distance of 60.00 13, Of said at the 89 South extended, said point ince continuing South 89 decree of the North Half of Sec " West, along said of distance of 3034.35 being degrees Section North, feet, to control in 10cated in 30 m Southeast a distance also thence North -Way line of 13; thenc 13; thenc the South light 33.00 feet to and Street; thence said South 1 and South 1 and South 1 and South 1 13; Range .00 feet, t 9 south; Half of Sect the Easterly said point being the Point of South 89 degrees 49' 30" West all Half of Section 13, a distance of the Easterly Right-of-Way line of North 00 degrees 18' 12" West, alne of State Highway No. 50, a ne Southwest corner of Stonybrook Southwest corner of Ston said North Half of Sec East, along the South £ 2043.91 feet, to the South the West Right-of-Way the East o et to a point on the thence continuing of the No. feet to a point on ö South line o of the the the 0 f 89 Point Northeast 9 degrees said Nort Lot 9 6 4 1 9 of Sec South No. 50, a of Stonybrook degree Beginning. the North Section 1th line Quarter 49 30 South the Southeast Half line West 00 East 0 Half Sarpy of. 0f 0 f along e of 89 13, of West along line Said said

## WARRANTY DEED

Delaware hereinafter called between the OMAHA DEVELOPMENT FOUNDATION, State of Nebraska, organized and existing under the laws of the corporation organized and existing under the INDENTURE made hereinafter "Grantor" this called "Grantee". 2125 and day of GLACIER a nonprofit Ortoher State of PARK COMPANY, laws of the corporation Nebraska, 1988,

### WITNESSETH:

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

with all the tenements, hereditaments and appurtenances same; and that they are free from encumbrance except: ises; that it has delivery of these successors and assigns that at the belonging, hereby covenant and agree to TO HAVE AND TO HOLD the premises above-described, And the to the presents good right said Grantor said Grantee, it is and for lawful lawfully seized of said premand with the Grantee its time itself successors authority 0f and the its ç execution and assigns successors, convey thereunto together and and

HS LUMENT NUNCES Easements 88-15458 2 Parcel Property forth and subject Sanitary Sewer Easements of record; onto Interstate ç no direct access and Utility to and 80 0 0

REGISTERIOF Nebraska; 267 of in Return filed Octo in Return of Appraisers dated Sefiled October 10, 1957 in Book the Miscellaneous Records of Sa Highway No. sers dated Se Sarpy September at Page County,

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

NEBRASKA DOCUMENTARY at Page 1 STAMP TAX Sarpy County, 4 Inc., dated March Perpetual easement successors and h 28, 1979, find the e 190 of the ty, Nebraska; granted and assigns by filed April 4, 1 the Miscellaneous ç Pacesetter y instrument 1979 in Book s Records of Homes

OCT 26 1988

91500 BY FO

5 exceed the ingress o be located 41.0 feet Northerly of Sout. The Northwest Quarter of Section 13 as an instrument filed November 30, 1962 in at Page 186 of the Records of Sarpy Coaska; a a Parcel 2 egress over State over Highway n 13 as stated , 1962 in Book Sarpy County, 13 as 1962 i South Of not. which line

4,

- <u>ه</u> Terms Sarpy "Warranty is (Corporation) " fi County, and conditions Nebraska; 0f he Control of Ingress filed December 4, 1987 3 of the Deeds Records an instr Control instrument trol of In captioned and of
- described the property unrecorded | of as: tenants ty under cenants in possession of a portion of under an unrecorded Farm Lease and an Residential Lease more specifically
- (a) Unrecorded Farm Lease and Security Addated March 21, 1988 and entered into Farmers National Company as agent for Industrial Foundation and Fred Citta; Agreement and between
- ਉ 1985. Citta entered into between Foundation and Fred Unrecorded and amended Lease dated red V. Citta a April 27, 1984 the March ne Omaha Citta a 23, and Jean and May , 1984 and Industrial

said the except as set forth above premises against Grantor does the lawful claims hereby covenant to O.F Warrant all persons whomsoevand defend the

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

OMAHA DEVEL T FOUNDATION,

President

STATE OF NEBRASKA

COUNTY OF DOUGLAS SS.

his voluntary Warranty strauss, ... On On this 21th Public in Deed President ce identical act and deed t of Omaha Develo day and for said county
a Development
n whose name i the execution ը. personally ca Foundation, kn is affixed to 0f the before came known same the me, a Willis ţ above ó

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

SERBAL BUTARY-State of Mahracha MICHAEL C. WIESE My Comm. Exp. July 10, 1992

Notary Public

EXHIBIT "A"

## LEGAL DESCRIPTION

Section Sarpy County, Nebraska, 13, 5A1 Township Lot 14 Morth, Range 11 East of more particularly described North, Tax Lots located 11 East of Th the as follows: SE 6th ×

5B, a tax N88°59'56"E of 262.10 fe along said We 1324.60 feet 13; thence N No. Beginning; them SAl, a distance Northwesterly Interstate Highway No. 80 on the thence \$88°51'56"W, a distance of a distance of 373.64 feet thence intersection Commencing at the thence S89°49'30"W Railroad; right-of-way treet; therly Northwesterly rignuse 80; thence along sai **80**; thence N89°49'30"E along the Northwest corner to the Northwest corner than 13, a distance of one of the Northwest corner to 13, a distance of one of the Northwest corner to 13, a distance of one of the Northwest corner to 13, a distance of one of the Northwest corner to 14 of the Northwest corner to 14 of the Northwest corner to 14 of the Northwest corner to 15 of Chicago, hicago, Burlington and Quincy Railroad bed courses; thence N70°54'42"W, a distance of 2 thence N71°22'27"W, a distance of 2 vesterly on a curve to the left with a a distance of 210.27 feet, said curve lears N73°23'30"W, a distance of 210.26 est line of said SE 1/4 of Section 13; said West Of 0 fi Street, feet to the 0 feet to a point on thence S01°00'04" E a distance -way line of U.S. Inty right-of-way line of thence along said Notago, Burlington and Company of the company of Section 13, said Tax Lo thence thence lot along of said : line of Tax O<sub>f</sub> located 13, a distance ax Lot 5A1, said S01°00'04"E alc distance of 674.94
id West right-of-way line of right-of-way line of U.S. Interstate right-of-way line of U.S. Interstate in said Northwesterly right-of-way line of U.S.
No. 80 on the following described courses;
distance of 3.10 feet; thence S09°16'21"W,
thence S39°48'39"W, a distance of adiatance of said Northwesterly
hence S39°48'39"W, a distance of and the of " te the Northeast 925.46 (Assumed of. ed in said SE 1 South line of soint on the West the SE feet Interstate Highway
of the Chicago, Burlington and
d Northwesterly right-of-way
and the formula on the formula of the formula o Bearing) along stance of 295.13 L, said point al along to of Section 1/4 of Section feet the North 0 fi the said along 1/4 f Section 13, a of said SE 1/4 th line of said Southwest aid Tax Lot 5B, a distance right-of-way line of 132nd West right-of-way line of said ç East line also the Point O.H feet, the 265.20 f a radius having a being Section thence 1/4 North corner to the o f said of Beginning. said the line 4 feet distance 13; N00°50'10"W e following of 2068.21 of of long of Tax of Section SE 1/4 of Northeast Highway of U.S. Point courses; Tax Quincy ine of thence 0 0

ection also part County, Township of Tax Lot Nebraska, 14 North, Range 11 East of the , more particularly described as 15B, þ Range tax lot 11 located in the follows: NW 1/4

East line of S89°49'30"W, ning. 000° the Stonybrook Commencing at the thence N89°49'30"E intersection e South 1/4 of State Highway and and said °18'12"W a 50, '12"W along san ), a distance of continuing N00 te Highway No. O.f 9°4y .

E Section 1.,

ion of the East 1.

said South line of 10.0

of 30.0 Section South, Lot 22, of said dist Stonybrook South, a subdivision located 13; thence N89°49'30"E along said South a distance of 2043.91 feet to the S ce of 30.00 N00°18'12"W Southwest Tax Stonybrook ance of 3° 50, a Lot t right-of-way the the NW 1 of 15B, a di of 2044.17 2"W along distance Bearing) right corner South; feet to ng) along the some of 194.50 feet f-way line of St distance 2043 0f said East of 30.00 j feet thence 1/4 said the along said South ф of line O H WN S00°48'47"E al of 30.00 feet; ine of Sta the Section feet 1/4 South right-of-way State Highway Point ç State the f Section line of s ρ Beginning; Southeast point point line Highway thence No. on