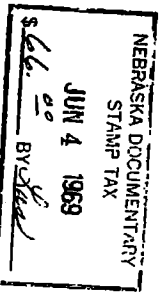


141-434

STATE OF NEBRASKA, County of _____
Filed for record and entered in Numerical Index _____
on _____ at _____ o'clock _____ M.,
and recorded in Deed Record _____, Page _____

County Clerk or _____ By _____
Register of Deeds _____ Deputy County Clerk or
Deputy Register of Deeds _____

WARRANTY DEED



Harley E. Hanson and Dasie D. Hanson, husband and wife, and each
in his and her own right, herein called the grantor whether one or more,

in consideration of Sixty Thousand Dollars (\$60,000)

received from grantee, does grant, bargain, sell, convey and confirm unto Hanson's Lakes

Incorporated, a corporation organized and operating under the laws of
the State of Nebraska
herein called the grantee whether one or more, the following described real property in

Sarpy County, Nebraska:
Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) Tax Lot Twelve
(12) B, and Government Lot Three (3), all in Section Twenty-seven
(27), Township Thirteen (13) North, Range Thirteen (13) East, Sarpy
County, Nebraska, containing 71.79 acres more or less.

A tract of land starting at an iron pin 1318.5 feet East of the
Quarter corner on the West side of Section 27, Township 13 North,
Range 13 East of the 6th P.M., thence 225.0 feet South of the point
of beginning which is an iron pin in the approximate center of the
county road; thence going in a Southerly direction along the Quarter
Quarter ($\frac{1}{4}$) line a distance of 2156.2 feet to an iron (cont'd on back)
to have and to hold the above described premises together with all
and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns
And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns
that grantor is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will
defend the title to said premises against the lawful claims of all persons whomsoever.

Dated May 5th 19 65
W. E. Hanson & D. Hanson

Harley E. Hanson
Dasie D. Hanson

STATE OF NEBRASKA, County of _____ Custer

Before me, a notary public qualified for said county, personally came

Harley E. Hanson and Dasie D. Hanson, husband and wife

known to me to be the identical person or persons who signed the
foregoing instrument and acknowledged the execution thereof to be his,
her or their voluntary act and deed.

Witness my hand and notarial seal on May 5, 1965

My commission expires January 7 19 69



description continued--

14/-435-

pin at the toe of the dike; thence going in a westerly direction along the toe of the dike making an interior angle of 88 degrees 42 minutes and going 140.14 feet to an iron pin; thence making an interior angle of 174 degrees 20 minutes and going 587.30 feet to an iron pin at the toe of the dike; thence making an interior angle of 172 degrees 03 minutes and going 125.79 feet to an iron pin at the toe of the dike; thence making an interior angle of 177 degrees 26 minutes and going 125.00 feet to an iron pin at the toe of the dike; thence making an interior angle of 185 degrees 31 minutes and going a distance of 169.45 feet to an iron pin at the toe of the dike; thence making an exterior angle of 132 degrees 13 minutes and going in a southwesterly direction a distance of 168.98 feet to an iron pin at the toe of the dike; thence making an exterior angle of 162 degrees 04 minutes and going a distance of 92.40 feet to an iron pin on top of the bank of the dike; thence thence making an interior angle of 131 degrees 00 minutes and going a distance of 315.42 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 185 degrees 14 minutes and going 478.30 feet to an iron pin on top of the bank of the Platte River; thence making an exterior angle of 164 degrees 36 minutes and going 231.3 feet to an iron pin on top of the bank of the Platte River; thence going in a westerly direction along the top of the bank of the Platte River a distance of 402.0 feet to an iron pin; thence making an interior angle of 121 degrees 08 minutes and going a distance of 609.5 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 177 degrees 54 minutes and going 396.0 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 210 degrees 21 minutes and going 334.0 feet to an iron pin on top of the bank of the bayou; thence going in an easterly direction along the fence line and making an interior angle of 36 degrees 11 minutes and going a distance of 434.0 feet to an iron pin; thence going in an easterly direction along the fence line on the same course a distance of 352.3 feet to an iron pin on the east side of the dike; thence going in a northerly direction along the dike a distance of 1386.0 feet to an iron pin in the approximate center of the county road; thence in an easterly direction along the approximate center of the county road a distance of 298.8 feet to an iron pin; thence going a distance of 2339.7 feet along the approximate center of the county road to the point of beginning, all being in the South Half (S $\frac{1}{2}$) of Sections 27 and 28, Township 13 North, Range 13 East, Sarpy County, Nebraska and containing 142.96 acres more or less.



FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-010309

99 APR -7 PM 2:35

Ronald J. Davis
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
STAMP TAX
APR 07 1999
\$7.00 BY MR

QUITCLAIM DEED

99-10309
Counter MR
Verify MR
D.E. AK
Proof AK
Fee \$ 17.00
Cash

The **UNIVERSITY OF NEBRASKA FOUNDATION**, a Nebraska nonprofit corporation existing under the laws of the State of Nebraska, Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, by these presents grants, conveys, releases, and forever quitclaims unto the **BETTY LAKE ASSOCIATION, INC.** Grantee, and to its heirs and assigns forever, all right, title and interest in equity, of, in and to the following described real estate (as defined in Section 76-201, R.R.S. Nebr. 1943) located in Sarpy County, Nebraska:

Legal Description:

Outlots K, L, M, N, O, P, Q, R and T, inclusive, Betty Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Outlots Twenty-four (24) through Twenty-six (26), inclusive, Betty Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

The south half of Outlot J (Annabelle Drive)

Tax Lot E 28-13-13 (Betty Lake)

Tax Lot 7 28-13-13

Tax Lot 8 28-13-13

Tax Lot 9 28-13-13

Tax Lot F2 28-13-13 (Part of Hanson Lake No. 2)

The South Levee along Hanson, Chris and Betty Lakes, described in the attached "Exhibit A"

Subject to easements and restrictions of record.

Executed this 31 day of March, 1999

ATTEST:

THE UNIVERSITY OF NEBRASKA
FOUNDATION, a Nebraska nonprofit
corporation, Grantor

By: *[Signature]*
Title: Asst. Corp. Secretary

State of Nebraska)
County of Lancaster) ss.

By: *[Signature]*
Title: Notary Public

The foregoing instrument was acknowledged before me on the 31 day of March, 1999 by Terry L. Fairfield and Keith D. Miles, the President and Assistant Corporate Secretary, respectively, of the University of Nebraska Foundation, a Nebraska nonprofit corporation, on behalf of said corporation.

[Signature]
Notary Public



SJ
plotted
per se parts

010309

99-10309A

Exhibit "A"

LEGAL DESCRIPTION
OF
THE SOUTH LEVEE PROTECTING
HANSON'S, CHRIS & BETTY LAKES

THE PROPERTY HEREBY DESCRIBED IS INTENDED TO INCLUDE THE SOUTH LEVEE, TOE OF LEVEE TO TOE OF LEVEE, FROM THE LAKES' SIDE (NORTH) TO THE PLATE RIVER SIDE (SOUTH) PROTECTING THE PROPERTIES OF HANSON'S, CHRIS AND BETTY LAKES, TOGETHER WITH ANY AND ALL APPURTENANCES ASSOCIATED WITH THE LEVEE, AND BEING WITHIN THE CONFINES OF THE BOUNDARIES OF THE PROPERTIES OWNED BY THE UNIVERSITY OF NEBRASKA FOUNDATION. THE CENTER LINE OF SAID LEVEE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 213, HANSON'S LAKES, AS PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA, SAID LOT BEING LOCATED IN THE SOUTH ONE-HALF OF SECTION 28, T 13 N, R 13 E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THENCE S50°40'05"W (WEST LINE OF SAID LOT 213 IS ASSUMED TO BEAR N15°34'09"E) 7.65 FEET TO THE INTERSECTION OF THE CENTERLINE OF THE LEVEE AND THE WEST BOUNDARY LINE OF THE HANSON'S LAKE FINAL PLAT (SAID WEST BOUNDARY LINE ASSUMED TO BEAR N23°17'07"W) AND BEING THE POINT OF BEGINNING. THENCE ALONG THE CENTER LINE OF THE TRAVELED WAY OF THE LEVEE ON THE FOLLOWING DESCRIBED COURSES:
N62°29'27"W 121.80 FEET; THENCE N62°37'02"W 100.74 FEET; THENCE N63°41'44"W 82.84 FEET; THENCE N62°56'12"W 84.60 FEET; THENCE N60°05'14"W 86.11 FEET; THENCE N59°44'11"W 85.10 FEET; THENCE N59°04'44"W 83.53 FEET; THENCE N59°36'55"W 82.20 FEET; THENCE N60°30'03"W 82.30 FEET; THENCE N62°08'10"W 81.73 FEET; THENCE N63°50'53"W 82.51 FEET; THENCE N58°28'31"W 88.03 FEET; THENCE N54°05'18"W 84.80 FEET; THENCE N51°34'01"W 88.73 FEET; THENCE N56°35'35"W 88.59 FEET; THENCE N57°10'45"W 85.73 FEET; THENCE N53°01'04"W 87.43 FEET; THENCE N46°36'04"W 88.40 FEET; THENCE N43°32'33"W 86.37 FEET; THENCE N49°12'13"W 82.60 FEET; THENCE N57°12'07"W 81.52 FEET; THENCE N65°14'33"W 89.33 FEET; THENCE N79°19'16"W 77.55 FEET; THENCE N70°00'03"W 89.18 FEET; THENCE S89°56'11"W 75.61 FEET; THENCE S80°12'32"W 31.35 FEET; THENCE S77°14'12"W 90.33 FEET; THENCE S79°48'53"W 88.53 FEET; THENCE S84°41'38"W 75.71 FEET; THENCE S88°34'56"W 87.21 FEET; THENCE S80°37'20"W 91.78 FEET; THENCE S77°48'54"W 91.24 FEET; THENCE S76°56'33"W 127.41 FEET; THENCE S77°47'17"W 75.45 FEET; THENCE S86°32'18"W 88.70 FEET; THENCE S81°26'50"W 43.55 FEET; THENCE S75°10'51"W 54.37 FEET TO THE INTERSECTION OF THE CENTERLINES OF THE SOUTH LEVEE AND THE WEST (SARPY COUNTY) LEVEE, AND POINT OF TERMINATION. SAID POINT OF TERMINATION IS AT POINT THAT BEARS S12°29'53"W 1654.09 FEET FROM THE NORTHWEST CORNER OF LOT 39, CHRIS LAKE-SEASONAL DWELLING DEVELOPMENT-LOTS 31-48, INCLLU, AS PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA.

HILL FARRELL ASSOCIATES, INC.
1008 LINCOLN ROAD
BELLEVUE, NE 68805
402-291-6100
AUGUST 28, 1998

100-1582

652
160
1582

1985 JUN 27 PM 4:11

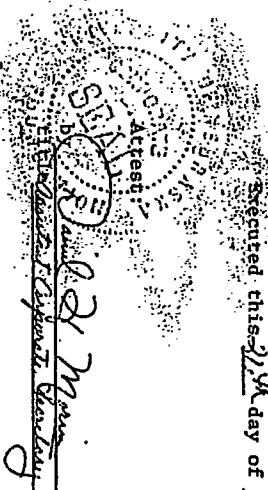
REGISTER OF DEEDS

Quitclaim Deed

The University of Nebraska Foundation, Grantor, a nonprofit corporation existing under the laws of the State of Nebraska, in consideration of one dollar and other good and valuable consideration, quitclaims and conveys to Maurice H. Current and Joyce L. Current, his wife, as joint tenants, with right of survivorship, and not as tenants in common, Grantee(s) the following described real estate (as defined in Section 76-201 of the Nebraska Revised Statutes) located in Sarpy County, Nebraska:

those lots described as Lot A2, Outlot 4, and Tax Lot F1, all of which are located in Chris Lake, a subdivision as surveyed, platted, and recorded in Sarpy County, and located in Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen (13) East of the Sixth P.M.

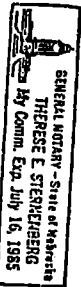
Recorded this 27th day of June, 1985.



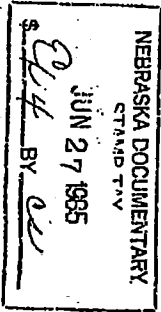
The University of Nebraska Foundation,
A Nebraska nonprofit corporation
by Edward G. Hirsch
title Secretary Vice President

State of Nebraska)
County of Lancaster) ss.

The foregoing instrument was acknowledged before me on this 26th day of June, 1985, by Edward G. Hirsch and Donna L. Martin, the Sec. Vice President and Alt. Vice President, respectively, of the University of Nebraska Foundation, a Nebraska nonprofit corporation, on behalf of said corporation.



Theresa E. Stenzel
Notary Public



back 07108

160-1581

PARTNERSHIP QUITCLAIM DEED

HANSON'S LAKES LIMITED, a Nebraska limited partnership,
GRANTOR, in consideration of ONE DOLLAR received from GRANTEE,
UNIVERSITY OF NEBRASKA FOUNDATION, TRUSTEE, quitclaims to
GRANTEE the following-described real estate (as defined in Neb.
Rev. Stat. 76-201):

Lots A, E, F, G, and Outlot 4, Chris Lake, a
Subdivision as surveyed, platted, and recorded in
the Southwest 1/4 of the Southeast 1/4 of Section
Twenty-eight (28), Township Thirteen (13) North,
Range Thirteen (13) East of the Sixth P.M., in Sarpy
County, Nebraska.

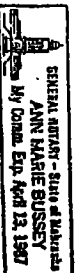
Executed: 6-24, 1984.

HANSON'S LAKES LIMITED

By Charles R. Hanson
Partner

STATE OF NEBRASKA)
COUNTY OF Madison) ss.

The foregoing instrument was acknowledged before me on
6-24, 1984, by William R. Hanson, Partner,
on behalf of HANSON'S LAKES LIMITED, a Nebraska limited
partnership.



Ann Marie Bussey
Notary Public
My commission expires 4-13-87

NEBRASKA DOCUMENTARY
JUN 27 1985
\$1.10 BY ce

RECORDED
INDEXED
PAGE 1581
1985 JUN 27 PM 4 01
Paul D. Williams
REGISTER OF DEEDS
11:50 a.m.

Red
X 071107 X

NEBRASKA DOCUMENTARY
STAMP TAX

JUN 9 1975

55 BY *DW*

150-1020

CORPORATION WARRANTY DEED

The grantor, HANSON'S LAKES INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, in consideration of One Dollar (\$1.00) and other valuable considerations, received from grantee, does grant, bargain, sell convey and confirm unto HANSON'S LAKES, LIMITED, herein called the grantee whether one or more, the following described real property in Sarpy County, Nebraska:

Northwest Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) Tax Lot Twelve (12) B, and Government Lot Three (3), all in Section Twenty-seven (27), Township Thirteen (13) North, Range Thirteen (13) East, Sarpy County, Nebraska, containing 71.79 acres more or less.

A tract of land starting at an iron pin 1318.5 feet East of the Quarter corner on the West side of Section 27, Township 13 North, Range 13 East of the 6th P.M., thence 225.0 feet South to the point of beginning which is an iron pin in the approximate center of the county road; thence going in a Southerly direction along the Quarter Quarter ($\frac{1}{4}$) line a distance of 2156.2 feet to an iron pin at the toe of the dike; thence going in a Westerly direction along the toe of the dike making an interior angle of 88 degrees 42 minutes and going 140.14 feet to an iron pin; thence making an interior angle of 174 degrees 20 minutes and going 587.30 feet to an iron pin at the toe of the dike; thence making an interior angle of 172 degrees 03 minutes and going 125.79 feet to an iron pin at the toe of the dike; thence making an interior angle of 177 degrees 26 minutes and going 125.00 feet to an iron pin at the toe of the dike; thence making an interior angle of 185 degrees 31 minutes and going a distance of 169.45 feet to an iron pin at the toe of the dike; thence making an exterior angle of 132 degrees 13 minutes and going in a southwesterly direction a distance of 168.98 feet to an iron pin at the toe of the dike; thence making an exterior angle of 162 degrees 04 minutes and going a distance of 92.40 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 131 degrees 00 minutes and going a distance of 315.42 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 185 degrees 14 minutes and going 478.30 feet to an iron pin on top of the bank of the Platte River; thence making an exterior angle of 164 degrees 36 minutes and going 231.3 feet to an iron pin on top of the bank of the Platte River; thence going in a westerly direction along the top of the bank of the Platte River a distance of

FILED FOR REC'D. 65-151 N. 2-15 P. 150 OF *DW*

DATE: *1975* *Coald & Hillier's* REGISTERED OFFICE: SARPY COUNTY, NEB. 9.50

45103

150-1020A

402.0 feet to an iron pin; thence making an interior angle of 121 degrees 08 minutes and going a distance of 609.5 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 177 degrees 54 minutes and going 396.0 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 210 degrees 21 minutes and going 334.0 feet to an iron pin on top of the bank of the bayou; thence going in an easterly direction along the fence line and making an interior angle of 36 degrees 11 minutes and going a distance of 434.0 feet to an iron pin; thence going in an easterly direction along the fence line on the same course a distance of 352.3 feet to an iron pin on the east side of the dike; thence going in a northerly direction along the dike a distance of 1386.0 feet to an iron pin in the approximate center of the county road; thence in an easterly direction along the approximate center of the county road a distance of 298.8 feet to an iron pin; thence going a distance of 2339.7 feet along the approximate center of the county road to the point of beginning, all being in the South Half (S $\frac{1}{2}$) of Sections 27 and 28, Township 13 North, Range 13 East, Sarpy County, Nebraska and containing 142.96 acres more or less.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except, subject to easements and restrictions of record, if any, that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whatsoever.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated June , 1975.

HANSON'S LAKES INCORPORATED

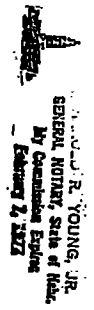
By J. P. O'Hara
President

150 - 1020 B

STATE OF NEBRASKA, County of Sarpy:

Before me, a notary public qualified in said county, personally came JAMES A. HANSON, President of HANSON'S LAKES INCORPORATED, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on June 27, 1975.



J. R. Young, Jr.
Notary Public

My commission expires Feb 7, 1977

CORPORATION WARRANTY DEED



95-334

KNOW ALL MEN BY THESE PRESENTS, that LYMAN-RICHEY SAND & GRAVEL CORPORATION, a corporation organized and existing under and by virtue of the laws of the States of Nebraska and Delaware, for and in consideration of the sum of One Dollar and other valuable consideration in hand paid does hereby grant, bargain, sell and convey unto HARLEY E. HANSON and DASIE D. HANSON, Husband and Wife, Grantees, the following described real estate, situated in the County of Sarpy and State of Nebraska, to-wit:

Starting at an iron pin 1318.5 feet East of the Quarter corner on the West side of Section 27, Township 13 North, Range 13 East of the 6th P.M. thence 225.0 feet South to the point of beginning which is an iron pin in the approximate center of the county road; thence going in a Southerly direction along the Quarter Quarter ($\frac{1}{4}$) line a distance of 2156.2 feet to an iron pin at the toe of the dike; thence going in a Westerly direction along the toe of the dike making an interior angle of 88°42' and going 140.14 feet to an iron pin; thence making an interior angle of 174°20' and going 587.30 feet to an iron pin at the toe of the dike; thence making an interior angle of 172°03' and going 125.79 feet to an iron pin at the toe of the dike; thence making an interior angle of 177°26' and going 125.00 feet to an iron pin at the toe of the dike; thence making an interior angle of 165°31' and going a distance of 169.45 feet to an iron pin at the toe of the dike; thence making an exterior angle of 132°13' and going in a Southwesterly direction a distance of 168.98 feet to an iron pin at the toe of the dike; thence making an exterior angle of 162°04' and going a distance of 92.40 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 131°00' and going a distance of 315.42 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 185°14' and going 478.30 feet to an iron pin on the top of the bank of the Platte River; thence making an exterior angle of 164°36' and going 231.3 feet to an iron pin on top of the bank of the Platte River; thence going in a Westerly direction along the top of the bank of the Platte River a distance of 402.0 feet to an iron pin; thence making an interior angle of 121°08' and going a distance of 609.5 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 177°54' and going 396.0 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 210°21' and going 334.0 feet to an iron pin on top of the bank of the bayou; thence going in an Easterly direction along the fence line and making an interior angle of 36°11' and going a distance of 334.0 feet to an iron pin; thence going in an Easterly direction along the fence line on the same course a distance of

95-336

conveyed until such time as the said Grantor has excavated a sufficient area on its property to the west large enough to permit the depositing of subsequent waste sand thereon.

The Grantor shall have a reasonable time after the delivery of this Deed in which to remove from said property such equipment of the Grantor as may interfere with the enjoyment by the Grantees of the interest in said property herein conveyed.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Easements and Appurtenances thereunto belonging unto the said Grantees and to their heirs and assigns forever.

And the Grantor herein for itself or its successors, does hereby covenant and agree to and with the said Grantees and their heirs and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance except easements and restrictions of record and subject to the rights of lessees of Lakeshore cottage sites in possession.

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

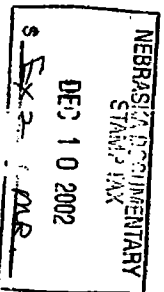
IN WITNESS WHEREOF the said Grantor has caused this instrument to be executed by its President and its corporate seal to be affixed hereto.

Signed this 27th day of August, 1959.

LYMAN-RICKEY SAND & GRAVEL CORPORATION

By [Signature]
Its President





FILED SARPY CO. NE.
INSTRUMENT NUMBER
502-51241
2002 DEC 10 AM 11:26
Renee Q. Newberg
REGISTER OF DEEDS

Counter me
Verify me
D.E. me
Proof me
Fee \$ 10.50
Ok Cash Chg

QUIT-CLAIM DEED

THIS INDENTURE, made this 15 day of April 2002, by and between Betty Lake Association, Inc., herein after referred to as the party of the first part and

Sanitary and Improvement District No. 101 of Sarpy County, Nebraska hereinafter referred to as the party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of One Dollar (\$1.00) in hand paid by the said party of the second part, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the said party of the second part, and its heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

The south levee along Hanson, Chris and Betty Lakes, described in the attached "Exhibit A" subject to easements and restrictions of record.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and belief of the said party of the second part its heirs and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

No Seal Available
Betty Lake Association, Inc.
By Robert O'Donnell
Property Distribution Officer

STATE OF Nebraska COUNTY OF Sarpy

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of April, 2002, by Robert O'Donnell.

Renee Q. Newberg
My Commission Expires: April 10, 2004



R+R SID #101
P.O. Box 24268
Omaha, Ne. 68124

51241

2002-5/24/1A

Exhibit "A"

LEGAL DESCRIPTION
OF
THE SOUTH LEVEE PROTECTING
HANSON'S, CHRIS & BETTY LAKES

THE PROPERTY HEREBON DESCRIBED IS INTENDED TO INCLUDE THE SOUTH LEVEE, TOE OF LEVEE TO TOE OF LEVEE, FROM THE LAKES' SIDE (NORTH) TO THE PLATTE RIVER SIDE (SOUTH) PROTECTING THE PROPERTIES OF HANSON'S, CHRIS AND BETTY LAKES, TOGETHER WITH ANY AND ALL APPURTENANCES ASSOCIATED WITH THE LEVEE, AND BEING WITHIN THE CONFINES OF THE BOUNDARIES OF THE PROPERTIES OWNED BY THE UNIVERSITY OF NEBRASKA FOUNDATION. THE CENTER LINE OF SAID LEVEE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 213, HANSON'S LAKES, AS PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA, SAID LOT BEING LOCATED IN THE SOUTH ONE-HALF OF SECTION 28, T 13 N, R. 13 E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THENCE S50°40'05"W (WEST LINE OF SAID LOT 213 IS ASSUMED TO BEAR N15°34'09"E) 7.65 FEET TO THE INTERSECTION OF THE CENTERLINE OF THE LEVEE AND THE WEST BOUNDARY LINE OF THE HANSON'S LAKE FINAL PLAT (SAID WEST BOUNDARY LINE ASSUMED TO BEAR N2°17'07"W) AND BEING THE POINT OF BEGINNING. THENCE ALONG THE CENTER LINE OF THE TRAVELED WAY OF THE LEVEE ON THE FOLLOWING DESCRIBED COURSES:
N62°29'27"W 121.80 FEET; THENCE N62°37'02"W 100.74 FEET; THENCE N63°41'44"W 82.84 FEET; THENCE N62°56'12"W 84.60 FEET; THENCE N60°05'14"W 86.11 FEET; THENCE N59°44'11"W 85.10 FEET; THENCE N59°04'44"W 83.53 FEET; THENCE N59°36'55"W 82.20 FEET; THENCE N60°30'03"W 82.30 FEET; THENCE N62°08'10"W 81.73 FEET; THENCE N63°50'53"W 82.51 FEET; THENCE N58°28'31"W 88.03 FEET; THENCE N54°05'18"W 84.80 FEET; THENCE N51°34'01"W 88.73 FEET; THENCE N56°35'35"W 88.59 FEET; THENCE N57°10'45"W 85.73 FEET; THENCE N53°01'04"W 87.43 FEET; THENCE N46°36'04"W 88.40 FEET; THENCE N43°32'33"W 86.37 FEET; THENCE N49°12'13"W 82.60 FEET; THENCE N57°12'07"W 81.52 FEET; THENCE N65°14'33"W 89.33 FEET; THENCE N79°19'16"W 77.55 FEET; THENCE N70°00'03"W 89.18 FEET; THENCE S89°56'11"W 75.61 FEET; THENCE S80°12'32"W 31.35 FEET; THENCE S77°14'12"W 90.33 FEET; THENCE S79°48'53"W 88.53 FEET; THENCE S84°41'58"W 75.71 FEET; THENCE S88°34'56"W 87.21 FEET; THENCE S80°37'20"W 91.78 FEET; THENCE S77°48'54"W 91.24 FEET; THENCE S76°56'33"W 127.41 FEET; THENCE S77°47'17"W 75.45 FEET; THENCE S86°32'18"W 88.70 FEET; THENCE S81°26'50"W 43.55 FEET; THENCE S75°10'51"W 54.37 FEET TO THE INTERSECTION OF THE CENTERLINES OF THE SOUTH LEVEE AND THE WEST (SARPY COUNTY) LEVEE, AND POINT OF TERMINATION. SAID POINT OF TERMINATION IS AT POINT THAT BEARS S12°29'53"W 1634.09 FEET FROM THE NORTHWEST CORNER OF LOT 39, CHRIS LAKE-SEASONAL DWELLING DEVELOPMENT-LOTS 31-48, INCLU., AS PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.
1008 LINCOLN ROAD
BELLEVUE, NE 68005
402-291-6100
AUGUST 28, 1998

41 SURVIVORSHIP WARRANTY DEED

Fisher & Wolf Company, Lincoln, Neb.

155-2895

SURVIVORSHIP WARRANTY DEED

JOHN M. and ELIZABETH B. CHRISTLIEB

, herein called the grantor whether one or more,

in consideration of One Dollar (\$1.00) and Other Valuable Consideration

received from grantees, does grant, bargain, sell convey and confirm unto

MAURICE H. and JOYCE L. CURRANT

as joint tenants with right of survivorship, and not as tenants in common, the following described real

Property in SARRY County, Nebraska: PART OF TAX LOT F, A TRACT OF LAND BEING PART OF TAX LOT F, LOCATED IN THE SE 1/4 OF SECTION 28, T13N, R13E OF THE 6th P.M. OF SARRY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF OUT LOT 5 CHRIS LAKE, A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE SE AND SW 1/4'S OF SECTION 28, T13N, R13E of the 6th P.M. OF SARRY COUNTY, NEBRASKA; THENCE S. 50° 00' 23" W 65.41'; TO THE SE CORNER OF OUT LOT 5; THENCE S. 40° 21' 51" TO A POINT ON THE SHORE LINE OF HANSON'S LAKE #2, CHRISTLIEB SECTION; THENCE EASTWARD ALONG THE SHORE LINE OF HANSON'S LAKE #2, TO A POINT THAT INTERSECTS THE SHORE LINE AND THE WEST LOT LINE OF LOT J CHRIS LAKE, OR AN EXTENSION OF THE WEST LINE OF LOT J CHRIS LAKE, TO THE SHORE LINE; THENCE N. 39° 46' 32" E TO THE NW CORNER OF LOT J CHRIS LAKE; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF A 25' ROAD AND UTILITY EASEMENT KNOWN AS OUT LOT J TO A POINT OF BEGINNING. THE AFOREMENTIONED PARTICULAR DESCRIPTION IS MORE GENERALLY DESCRIBED AS THAT PORTION OF TAX LOT F LOCATED BETWEEN SAID OUT LOT 5 ON THE WEST, SAID LOT J ON THE EAST, SAID SOUTHERLY BOUNDARY OF OUT LOT J ON THE NORTH AND SAID SHORE LINE OF HANSON'S LAKE #2 CHRISTLIEB SECTION ON THE SOUTH

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

Dated October 31 1980

NEBRASKA DOCUMENTARY STAMP TAX OCT 31 1980 BY [Signature]

John M. Christlieb Elizabeth B. Christlieb

STATE OF NEBRASKA County of SARRY

JOHN M. and ELIZABETH B. CHRISTLIEB

Notarially acknowledged before me by the above named parties in my presence and in the presence of the undersigned witnesses on this 31st day of October, 1980.

Witness my hand and notarial seal on this 31st day of October, 1980.

A GENERAL NOTARY STATE OF NEBRASKA MAURIE A. MEYER My Comm. Exp. Dec. 13, 1982

Notary Public My Commission Expires Dec. 13, 1982

155-2895

2004-39220A

QUIT-CLAIM DEED

THIS INDENTURE, made this 11 day of April 2004, by and between

Betty Lake Association, Inc., herein after referred to as the party of the first part and
Eastern Sarpy County Lake Improvement Association, Inc.

hereinafter referred to as the party of the second part,


WITNESSETH, that the said party of the first part, for and in consideration of One Dollar (\$1.00) in hand paid by the said party of the second part, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the said party of the second part, and its heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

Tax lot 7 28-13-13, tax lot 8 28-13-13, tax lot 9 28-13-13, tax lot F2 28-13-13 (part of Hanson Lake #2) as surveyed, plotted and recorded in Sarpy County, Nebraska.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and belief of the said party of the second part its heirs and assigns, forever.


IN WITNESS WHEREOF, the said party of the first part has herunto set its hand and seal the day and year first above written.

No Seal Available

Betty Lake Association, Inc.
By  Erin A. Elston

STATE OF Nebraska COUNTY OF Sarpy Douglas

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of April, 2004, by Douglas J. Demhardt.


Erin A. Elston
My Commission Expires: 10/31/2007



26-1246
SECOND AMENDMENT TO AGREEMENT

This agreement made this 11 day of September 1957

October

between MARSH E. HANSON and DORIS D. HANSON, husband and wife,
first party, and LYMAN FISHER SAND & GRAVEL CORPORATION,
second party, is as follows:

WHEREAS, the parties hereto entered into a certain agreement dated December 11, 1954, and recorded February 8, 1955, in Book 14, Miscellaneous Records, Page 167, Sarpy County, in which second party agreed to sell to first parties a certain tract of land of 142.96 acres in the Southeast Quarter (SE $\frac{1}{4}$) of Section 28 and the West Half of the Southwest Quarter (SW $\frac{1}{2}$) of Section 27, all in Township Fifteen (15) Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska, as shown on the plat attached to said agreement, subject to certain easements and to assign a lease, all at the time that second party completed the excavation and removal of sand and gravel deposits from the tract to be conveyed, and

WHEREAS, after second party had completed the excavation and removal of the sand and gravel deposits from the Eastern 30 acres of the above tract, first parties requested that second party give them a deed to this Eastern 30 acres without waiting until the entire tract had been excavated and as part performance under said agreement of December 11, 1954, and

WHEREAS, second party complied with said request and by warranty deed dated May 24, 1956, and recorded in a Book 80, Deeds Records, Page 375, from the County conveyed said Eastern 30 acres to first parties and entered into an amendment to agreement with first parties dated May 15, 1956 to reflect said partial performance which amendment to agreement was recorded in a Book 22, Miscellaneous Records, Page 221, Sarpy County, and

WHEREAS, second party has now completed the excavation and removal of the sand and gravel deposits from the approximate 42 acres of said county tract lying immediately west of the eastern 30 acre parcel and first parties have requested that second party convey to them the next adjoining approximate 42 acre tract without waiting for the completion of the excavation on the balance of the tract as an additional part performance under the said agreement of December 11, 1954.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter set forth, it is agreed as follows:

1. That second party has executed and delivered to first party simultaneously with this Agreement a warranty deed conveying to first parties the approximate 42 acres of said tract lying immediately west of the eastern 30 acres of said tract heretofore conveyed to first parties and first parties have paid the second party an additional sum or \$2,100.00 ----- Dollars making total payments by first parties to second party on the purchase of the entire tract of \$4,600.00 ----- Dollars to date against the total purchase price of Seven Thousand One Hundred Forty-Eight (\$7,148.00) Dollars.

2. That second party reserved in said deed a certain easement 70 feet in width in a generally west and west direction across said parcel for railroad track and road purposes as described in Section 3 of said original agreement of December 11, 1954, and first parties hereby confirm said easement.

3. It is understood and agreed that second party in connection with this excavation and removal of the sand and gravel deposits from the balance of the original tract and now conveyed to first parties and from any tract which adjoins said remaining portion on the West, may in connection with such operation waste the unusable sand and other products onto this 4.2 acre parcel or the remainder of the original tract to be hereafter conveyed to first parties when completely excavated.

4. It is also understood and agreed that second party hereby assigns and transfers to first parties all of its rights under that certain lease given by predecessor in title of second party to John Lorence dated August 16, 1947 and ending August 16, 1967 at a rental of \$35.00 per year covering a small parcel of ground adjoining the Platte River in the said

4.2-acre tract the rent on which has been paid to August 16, 1958.

5. This agreement shall be binding upon and inure to the benefit of the first parties, their heirs, successors, and assigns, and to the second party, its successors and assigns.

6. Except as herein modified and amended the Agreement of December 11, 1954 as amended by the Amendment to Agreement of May 15, 1956 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Harley E. Hanson
Harley E. Hanson

Darlie D. Hanson
Darlie D. Hanson
First Parties

LYMAN RICHMY SAND & GRAVEL CORPORATION
By [Signature]
President

Attest: [Signature]
Secretary
Second Party &



(Corporate Seal)

VCHS +
Gravel
18-167

18-167

A G R E E M E N T
This AGREEMENT, made this 11th day of December, 1950,
between **HAILEY E. HANSON** and **DASIE D. HANSON**, husband and wife,
first parties, and **LYMAN-RICHIE SAND & GRAVEL CORPORATION**,
second party, is as follows:

WHEREAS, second party owns a tract of land of 112.96 acres,
shown on the attached plat, in the southeast quarter (SE $\frac{1}{4}$) of
Section 26, and the West Half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of
of Section 27, both in Township 13, Range 13, East of the
6th E. M., Sarpy County, Nebraska, which first parties desire to
purchase when second party has completed the excavation thereof
for sand and gravel, and

WHEREAS, first parties own the Northeast quarter (NE $\frac{1}{4}$)
of the Southwest quarter (SW $\frac{1}{4}$) and Government Lot Three (3),
both in Section 27, Township 13, Range 13, Sarpy County,
Nebraska, which parcel adjoins the second party's tract on the
east, and

WHEREAS, first parties, under date of March 5, 1915, gave
to second party an easement across their property above described
and recorded November 14, 1919 in Book 11, Miscellaneous Records,
page 247, Sarpy County, and an amendment thereto, dated Janu-
ary 1, 1950, and recorded February 14, 1950, at Book 11, Mis-
cellaneous Records, page 294, Sarpy County, which easement, as
amended, the parties are desirous of further amending.

NOW THEREFORE, in consideration of the premises and mutual
covenants and agreements, that the parties hereinafter set forth,
it is agreed as follows:

1. Second party agrees to sell and first parties agree to
buy the 112.96 acres of land in the southeast quarter (SE $\frac{1}{4}$) of
Section 26, and the West Half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of

Entered in Normal and Revised in the County of Sarpy, Nebraska
by W. J. [unclear] Clerk of the County, Nebraska

18168

of Section 27, Township 13, Range 13 East of the 5th P.M.

Sarpy County, Nebraska as shown on the attached plat, at a price of fifty dollars (\$50.00) per acre, or total price of seven thousand one hundred forty eight dollars (\$7,148.00) payable five hundred dollars (\$500.00) down with the signing of this Agreement and the balance at the time of delivery of the Deed from Second party to first parties, without interest. It is understood that there is presently outstanding a lease from the predecessors in title of second party, to John Lorenze, dated August 15, 1917, and ending August 16, 1967, at a rental of \$35.00 per year, covering a small parcel of ground adjoining the Platte River, which lease second party agrees to assign to first parties at the time the Deed to the property is delivered.

The above described Deed and Assignment of Lease shall be delivered and the balance of the purchase price paid when second party has completed the excavation and removal of the sand and gravel deposits from the ground to be conveyed.

2. The conveyance of said tract shall be by Warranty Deed, and second party agrees to deliver to first parties or their attorney abstract of title showing merchantable title in second party free and clear of liens and encumbrances, but subject to the above described lease, and also subject to the easement hereinafter described.

3. As previously described, the second party has an easement, dated March 5, 1945, and amended by an Agreement, dated January 1, 1950, fifty (50) feet in width running east and west across first parties' property in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and Government Lot Three (3), all in Section 27, Township 13, Range 13, Sarpy County, Nebraska, and simultaneously with this Agreement has executed a further amendment to said easement increasing the width thereof from fifty (50) feet to seventy (70) feet, being

18-169

Twenty-three (23) feet south of the center line of the railroad track ~~is now~~ located on said easement, and forty-seven (47) feet north of the center line of said railroad track, as now located. In addition, it is agreed that, at the time of the delivery of the Deed above described, to the tract to be sold by second party to first parties, second party ~~may~~ reserve therein an easement seventy (70) feet in width from the west end of the easement previously referred to on first parties' property, and thence running west as indicated on the attached plat across the tract herein to be conveyed, following the course presently occupied by the railroad track and road, or at request of second party first parties will at said time execute an easement agreement covering the same to second party, second party to have the right to assign or grant a sub-easement with respect to any part of all of said easement. The easement shall be for both railway and roadway purposes for the benefit of second party in carrying on its operations on property to the west of that to be conveyed, and shall be part of the consideration for the conveyance.

There is presently a road running south from the county road near the center line of Section 27, above referred to, south along the center line of that section, to the cottage sites along the north bank of the Platte River, and from thence running west and connecting with the roadway from the cottages on the former Dr. Sullivan and Gus Nelson Ground along the Platte River, now owned by second party, but being sold off ~~an~~ cottage sites, the previous described road being on the property owned by first parties, and first parties agree that the owners of cottages along the north side of the Platte River west of the

10/11/50

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BEFORE ME, the undersigned authority, on this _____ day of _____, 1950, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Arthur E. Janson
ARTHUR E. JANSON
First Party

Walter Richer
WALTER RICHER, AND E. GAVEL, CORPORATION
BY _____
President
Arthur E. Janson
ARTHUR E. JANSON
Attorney
Second Party





THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO, ss. I, the undersigned, a Notary Public in and for the State of California, do hereby certify that the within and foregoing instrument is a true and correct copy of the original thereof as the same appears from the records of said County, and that the same was duly acknowledged before me by the parties thereto on the 14th day of August, 1914, at San Francisco, California.

Walter C. Hanson
 WALTER C. HANSON
 Notary Public
 State of California

WALTER RICHIE AND E. GRAVEL CORPORATION
 BY *Walter Richie*
 WALTER RICHIE
 President
 E. GRAVEL
 Secretary
 Second Party

STATE OF NEBRASKA
COUNTY OF CLATSOP



Nov 26th 1954 day of November, 1954
before me a Notary Public in and for said county, personally
came the above named Harley E. Hanson and Dale D. Hanson,
first parties named herein, who are personally known to me
to be the identical persons whose names are affixed to the
above Agreement, and acknowledge the instrument to be their
voluntary act and deed.

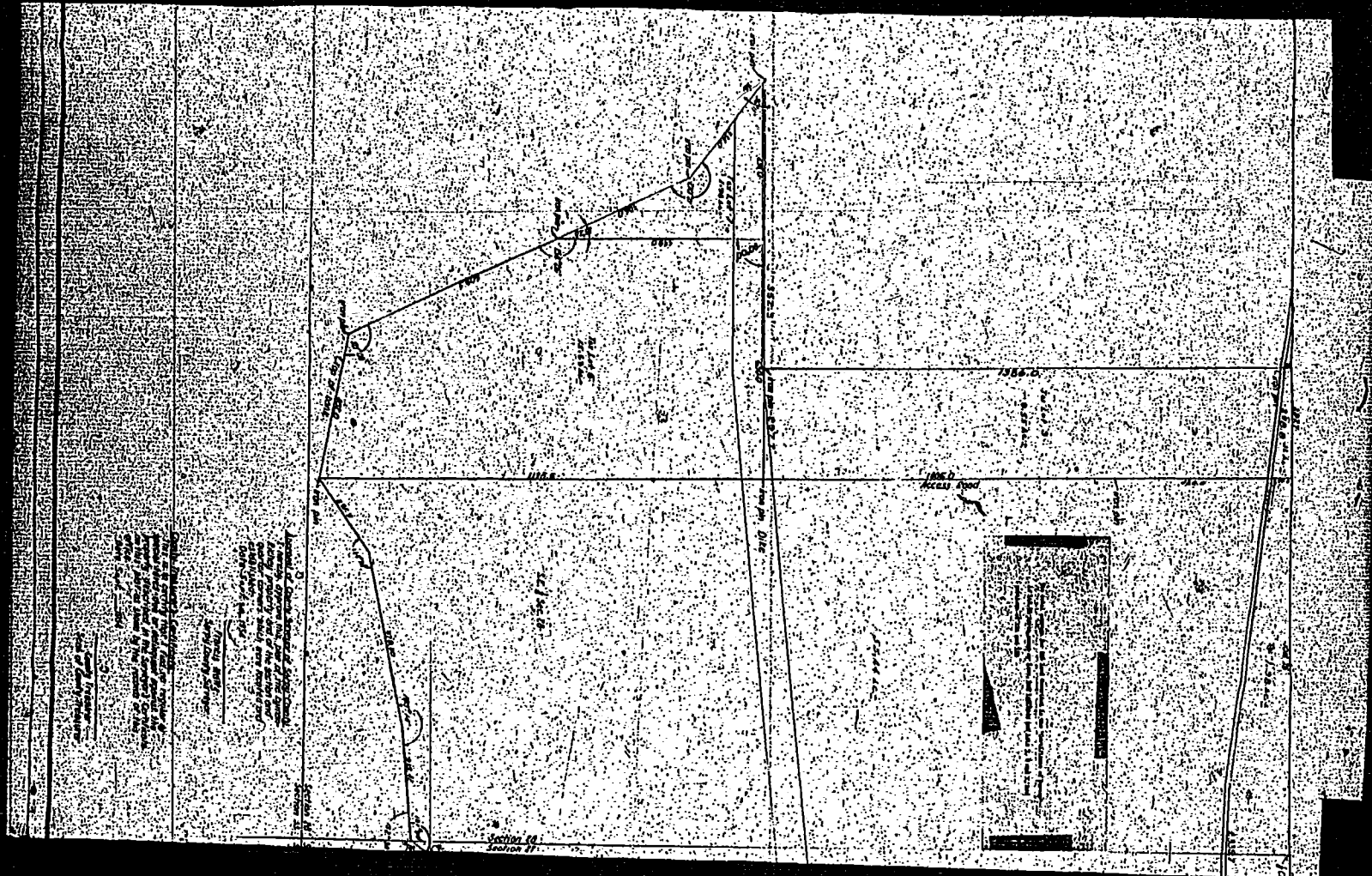
Witness my hand and notarial seal the date last above
Notary Public

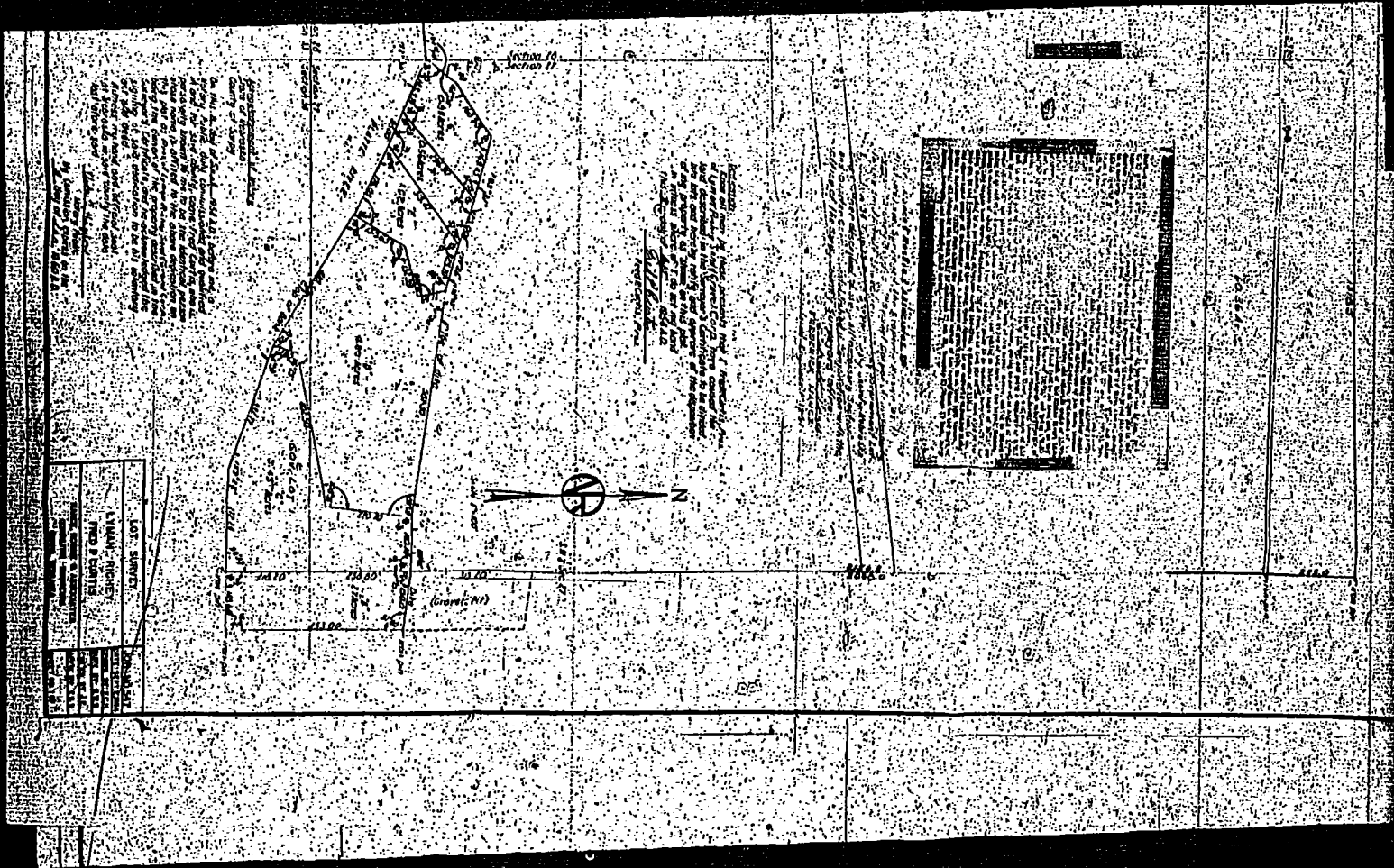
STATE OF NEBRASKA
COUNTY OF DOUGLAS } SS



Nov on this 16 day of November, 1954, before me,
a Notary Public in and for said county, personally came the
above named Fred P. Curtis, President of Lyman M. Cheney Sand &
Gravel Corporation, and J. K. Burke, Secretary of said corpor-
ation, who are personally known to me to be the identical
persons whose names are affixed to the above Agreement, as
President and Secretary, respectively, of said corporation, and
acknowledged the instrument to be their voluntary act and deed
as said officers and the voluntary act and deed of said cor-
poration.

Witness my hand and notarial seal the date last above
Notary Public





1	100.00	100.00	100.00
2	100.00	100.00	100.00
3	100.00	100.00	100.00
4	100.00	100.00	100.00
5	100.00	100.00	100.00
6	100.00	100.00	100.00
7	100.00	100.00	100.00
8	100.00	100.00	100.00
9	100.00	100.00	100.00
10	100.00	100.00	100.00
11	100.00	100.00	100.00
12	100.00	100.00	100.00
13	100.00	100.00	100.00
14	100.00	100.00	100.00
15	100.00	100.00	100.00
16	100.00	100.00	100.00
17	100.00	100.00	100.00
18	100.00	100.00	100.00
19	100.00	100.00	100.00
20	100.00	100.00	100.00
21	100.00	100.00	100.00
22	100.00	100.00	100.00
23	100.00	100.00	100.00
24	100.00	100.00	100.00
25	100.00	100.00	100.00
26	100.00	100.00	100.00
27	100.00	100.00	100.00
28	100.00	100.00	100.00
29	100.00	100.00	100.00
30	100.00	100.00	100.00
31	100.00	100.00	100.00
32	100.00	100.00	100.00
33	100.00	100.00	100.00
34	100.00	100.00	100.00
35	100.00	100.00	100.00
36	100.00	100.00	100.00
37	100.00	100.00	100.00
38	100.00	100.00	100.00
39	100.00	100.00	100.00
40	100.00	100.00	100.00
41	100.00	100.00	100.00
42	100.00	100.00	100.00
43	100.00	100.00	100.00
44	100.00	100.00	100.00
45	100.00	100.00	100.00
46	100.00	100.00	100.00
47	100.00	100.00	100.00
48	100.00	100.00	100.00
49	100.00	100.00	100.00
50	100.00	100.00	100.00

[Large rectangular area containing dense, illegible text, possibly a transcription or detailed notes related to the survey.]

[Block of illegible text, likely a section of the survey report.]

[Block of illegible text, likely a section of the survey report.]

[Block of illegible text, likely a section of the survey report.]

11/11/19

CORPORATION WARRANTY DEED



95-334

KNOW ALL MEN BY THESE PRESENTS, that LYMAN-RICHEY SAND & GRAVEL CORPORATION, a corporation organized and existing under and by virtue of the laws of the States of Nebraska and Delaware, for and in consideration of the sum of One Dollar and other valuable consideration in hand paid does hereby grant, bargain, sell and convey unto HARLEY E. HANSON and DASIE D. HANSON, Husband and Wife, Grantees, the following described real estate, situated in the County of Sarpy and State of Nebraska, to-wit:

Starting at an iron pin 1318.5 feet East of the Quarter corner on the West side of Section 27, Township 13 North, Range 13 East of the 6th P.M. thence 225.0 feet South to the point of beginning which is an iron pin in the approximate center of the county road; thence going in a Southerly direction along the Quarter Quarter ($\frac{1}{4}$) line a distance of 2156.2 feet to an iron pin at the toe of the dike; thence going in a Westerly direction along the toe of the dike making an interior angle of 88°42' and going 140.14 feet to an iron pin; thence making an interior angle of 174°20' and going 587.30 feet to an iron pin at the toe of the dike; thence making an interior angle of 172°03' and going 125.79 feet to an iron pin at the toe of the dike; thence making an interior angle of 177°26' and going 125.00 feet to an iron pin at the toe of the dike; thence making an interior angle of 185°31' and going a distance of 169.45 feet to an iron pin at the toe of the dike; thence making an exterior angle of 132°13' and going in a Southwesterly direction a distance of 168.98 feet to an iron pin at the toe of the dike; thence making an exterior angle of 162°04' and going a distance of 92.40 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 131°00' and going a distance of 315.42 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 185°14' and going 478.30 feet to an iron pin on the top of the bank of the Platte River; thence making an exterior angle of 164°36' and going 231.3 feet to an iron pin on top of the bank of the Platte River; thence going in a Westerly direction along the top of the bank of the Platte River a distance of 402.0 feet to an iron pin; thence making an interior angle of 121°08' and going a distance of 609.5 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 177°54' and going 396.0 feet to an iron pin on top of the bank of the bayou; thence making an interior angle of 210°21' and going 334.0 feet to an iron pin on top of the bank of the bayou; thence going in an Easterly direction along the fence line and making an interior angle of 36°11' and going a distance of 434.0 feet to an iron pin; thence going in an Easterly direction along the fence line on the same course a distance of

95-335

352.3 feet to an iron pin on the east side of the dike; thence going in a Northerly direction along the dike a distance of 1386.0 feet to an iron pin in the approximate center of the county road; thence in an Easterly direction along the approximate center of the county road a distance of 298.8 feet to an iron pin; thence going a distance of 2339.7 feet along the approximate center of the county road to the point of beginning, all being in the South Half (S $\frac{1}{2}$) of Sections 27 and 28, Township 13 North, Range 13 East, Sary County, Nebraska and containing 142.96 acres more or less.

Reserving and excepting unto the said Grantor, its successors and assigns, all sand and gravel rights in and under the above-described property with power in the said Grantor, its successors and assigns, to enter upon said property with such equipment and materials as it shall deem necessary for the purpose of excavating and removing sand and gravel therefrom; and the said Grantor, its successors and assigns, shall have the exclusive right to excavate and remove all sand and gravel deposits on said property, provided, however, that the said Grantor shall first obtain permission from Grantees, their heirs or assigns, prior to excavating or removing any of said sand and gravel; and

Further reserving unto the said Grantor, its successors and assigns, an easement for road and railroad purposes seventy (70) feet in width, running in a generally east and west direction, across said property, which easement is more particularly described in that certain Agreement between the parties hereto, dated December 11, 1954, and recorded February 8, 1955 in the office of the Register of Deeds, Sary County, Nebraska in Miscellaneous Book 18 at Page 167; provided, however, that when said Grantor, its successors or assigns, shall permanently cease to use said seventy (70) foot strip for road or railroad purposes, it shall cause said easement to be released of record; and

Further reserving unto the said Grantor, its successors and assigns, the right to deposit waste sand, from its excavation on the property lying immediately to the west, on the property herein

95-336

conveyed until such time as the said Grantor has excavated a sufficient area on its property to the west large enough to permit the depositing of subsequent waste sand thereon.

The Grantor shall have a reasonable time after the delivery of this Deed in which to remove from said property such equipment of the Grantor as may interfere with the enjoyment by the Grantees of the interest in said property herein conveyed.

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

And the Grantor herein for itself or its successors, does hereby covenant and agree to and with the said Grantees and their heirs and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance except easements and restrictions of record and subject to the rights of Lessees of Lakeshore cottage sites in possession.

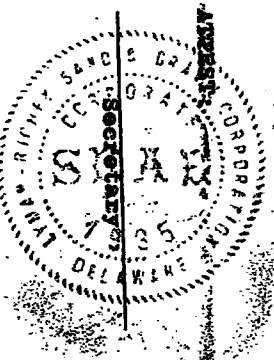
The Grantor does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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

Signed this 29th day of August, 1959.

LYMAN-RICHET SAND & GRAVEL CORPORATION

By *Carl P. Barthe*
its President



1582551
10-1-81 11:40 AM 156 202 3150
2551 Carl S. Williams
REGISTER OF DEEDS, SARPY COUNTY, NEB
OFFICIAL M. DEED

JOHN M. CHRISTIEB and ELIZABETH B. CHRISTIEB, husband and wife, as Grantor, in consideration of One Dollar and Other Good and Valuable Consideration received from the Grantee, UNIVERSITY OF NEBRASKA FOUNDATION, a nonprofit Nebraska corporation, hereby convey and quitclaim to the Grantee all of the right, title, and interest of the Grantor in and to the following-described real estate, which is situated in Sarpy County, Nebraska, to wit:

- (1) The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); and
- (2) The Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); and
- (3) The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); and
- (4) The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4); and

(5) All lands owned by the undersigned in the Southwest Quarter (SW 1/4), of the Southeast Quarter (SE 1/4) which are situated in Chris Lake, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, including Outlot 4, Lots "A", "B", "C", "D", "E", "F", "G", and "H", Outlot 3, and Lots 15, 68, 69, 70, 71, and 72, situated therein;

all of which are situated in Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen (13) East of the Sixth P.M. in Sarpy County, Nebraska.

The property situated in the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 28, Township 13 North, Range 13 East, shall be subject in any event to the restrictions and covenants which is set forth on Exhibit A which is attached hereto and made a part hereof by reference.

Signed this 13th day of February 1981.

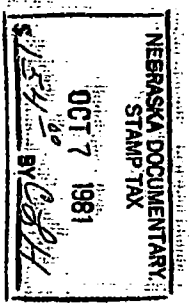
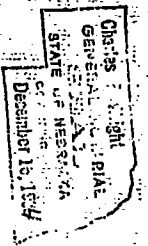
John M. Christieb
John M. Christieb
Elizabeth B. Christieb
Elizabeth B. Christieb

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Carl S. Williams
NOTARY PUBLIC

The foregoing instrument was acknowledged before me on February 13, 1981, by JOHN M. CHRISTIEB and ELIZABETH B. CHRISTIEB, husband and wife.

My commission expires Nov 16, 1984.



158 029574

156-25519

EXHIBIT A

Attached to and made a part of the
Quitclaim Deed
From John M. Christlieb and Elizabeth B. Christlieb,
Husband and Wife,
To University of Nebraska Foundation, Trustee

Dated February 13, 1981

The continued ownership and use of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen (13) East of the Sixth P.M. in Sarpy County, Nebraska, by the University of Nebraska Foundation, Trustee, shall be subject in any event to the following restrictions which shall run with the land in perpetuity:

1. There shall be no removal of limestone, soil, gravel, or other substance from the surface or subsurface, and the surface of the property shall be maintained intact with all trees, shrubs, and grasses in their native state, but dead timber may be removed.
2. There shall be no other development or improvement constructed on the premises other than repair, renovation, or replacement of such buildings or other structures and roadways that exist at the time of the death of the last surviving grantor.
3. The University of Nebraska Foundation shall have complete control over, possession of, and access to the premises and may construct or repair fences or other obstacles to control access to the premises. Without limiting the generality of the foregoing, it may utilize the premises for field trips for students and others and utilize improvements on the premises in its sole discretion for uses which are consistent with the foregoing restrictions, and may enter into contracts with other individuals or organizations for the use of the premises consistent with educational purposes, within the foregoing restrictions; provided, however, that all use of the premises shall be on a supervised basis under the direction and control of the University of Nebraska Foundation or some designated instrumentality of the University of Nebraska.
4. In the event of a significant, intentional, or negligent violation of the foregoing restrictions, to be determined by the District Court of Sarpy County, title to the premises shall revert to the heirs of John M. Christlieb, to be determined as of the date of his death; but in the event of such reversion, the takers in reversion shall be subject to, and the land shall remain under, all of the foregoing restrictions.
5. This tract shall be known as the "John M. and Elizabeth B. Christlieb Nature Area."

156-2552

SUPPLEMENTAL QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, in a certain Quitclaim Deed dated February 13, 1981, JOHN M. CHRISTLIEB and Elizabeth B. Christlieb conveyed and quitclaimed to the University of Nebraska Foundation, a nonprofit Nebraska corporation, as Grantee, certain real estate located in Section 28, Township 13 North, Range 13 East of the 6th P.M. in Sarpy County, Nebraska; and

WHEREAS, on February 13, 1981, at the time of said conveyance, the real estate described in said conveyance was owned by John M. Christlieb and Elizabeth B. Christlieb as joint tenants with right of survivorship and not as tenants in common; and

WHEREAS, John M. Christlieb died on September 8, 1981, and the undersigned Grantor is the surviving joint tenant with respect to all real estate situated in said Section 28 which was not conveyed to the said University of Nebraska Foundation in the quitclaim deed dated February 13, 1981, or to other parties by various conveyances dated prior to the date of this instrument; and

WHEREAS, it appears from surveys of the Southeast and Southwest Quarters of said Section 28 that certain portions of the Southeast Quarter and the Southwest Quarter of said Section 28 were inadvertently omitted from the Quitclaim Deed of February 13, 1981;

NOW, THEREFORE, in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, the undersigned, ELIZABETH B. CHRISTLIEB, as Grantor, being a surviving joint tenant and a single person, does hereby convey and quitclaim to the UNIVERSITY OF NEBRASKA FOUNDATION, a nonprofit Nebraska corporation, trustee, all of the right, title, and interest of the Grantor in and to all real estate, or any interest therein, of the Grantor which is situated in

The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Thirteen (13) North, Range Thirteen (13) East of the Sixth P.M., in Sarpy County, Nebraska,

which has not previously been conveyed by the undersigned Grantor, and her deceased husband, John M. Christlieb, to the University of Nebraska Foundation in a certain Quitclaim Deed dated February 13, 1981, or to any other party by them in a conveyance which is dated and acknowledged prior to the date of this Quitclaim Deed.

Signed this 7th day of October 1981.

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

Elizabeth B. Christlieb
Elizabeth B. Christlieb

Declarer The foregoing instrument was acknowledged before me on October 7, 1981, by ELIZABETH B. CHRISTLIEB, a single person.



Maurice J. Carver
Notary Public

My Commission expires _____

NEBRASKA DOCUMENTARY
STAMP TAX
OCT 7 1981
Clerk of Court

10-7-81 10:20 P
156-2552
Val P. Williams
1325
REGISTER OF DEEDS SARPY COUNTY - NEB

FILED SARPY CO. NE.
INSTRUMENT NUMBER
97-025963
97 NOV 14 PM 3:44

Ross J. Lassberg
REGISTER OF DEEDS
TRUSTEES DEED

NEBRASKA DOCUMENTARY
STAMP TAX
NOV 14 1997
\$EX 17 BY 9

Counte *AW*
Verify: *AW*
D.E. *AW*
Proof: *AW*
Fee: *168.00*
CK
Cash
Charge

97-025963

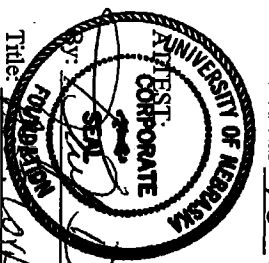
UNIVERSITY OF NEBRASKA FOUNDATION, a Nebraska nonprofit corporation, as Trustee of the JOHN M. CHRISTLIEB REVOCABLE TRUST, Grantor, hereby conveys to the UNIVERSITY OF NEBRASKA FOUNDATION, a Nebraska nonprofit corporation, Beneficiary of the John M. Christlieb Revocable Trust, Grantee, the following described real estate (as defined in Section 76-201, R.R.S. Nebr. 1943) located in Sarpy County, Nebraska.

Legal Description:
Attached as Exhibit "A"

Subject to easements and restrictions of record.

Grantor covenants with Grantee that Grantor has legal power and lawful authority to convey the same.

Executed this 10 day of November, 1997.



UNIVERSITY OF NEBRASKA FOUNDATION,
a Nebraska nonprofit corporation, as Trustee of the
John M. Christlieb Revocable Trust

By: *D. Hill*
Title: VP + Treasurer

State of Nebraska)
) ss.
County of Lancaster)

The foregoing instrument was acknowledged before me on the 10 day of November, 1997 by Daniel N. Hill, the V.P. + Treasurer of the University of Nebraska Foundation, a Nebraska nonprofit corporation, on behalf of said corporation.

Linda M. Daker
Notary Public
GENERAL NOTARY, State of Nebraska
LINDA M. DAKER
My Comm. Exp. July 25, 1998

025963

DAKOTA TITLE & ESCROW CO.

97-25963A

Exhibit "A"

Lots One (1) through Four (4), inclusive, Chris Lake Heights, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Outlots K, L, M, N, O, P, Q, R and T, inclusive, Betty Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

^{TS}~~047~~ Lots Twenty-four (24) through Twenty-six (26), inclusive, Betty Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Outlots 1, 2, 3, 5, G, H and J, inclusive, Chris Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Lots A1, A2, B, D, F, G, H, J, K, L, N through S, U, W, X and Z inclusive, Chris Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Lots Five (5) through Seventy-six (76), inclusive, Chris Lake, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Tax Lot E 28-13-13 (9 AC)

Tax Lot H 28-13-13 (10.94 AC)

Tax Lot D 28-13-13 (34.25 AC)

Tax Lot C 28-13-13 (4.57 AC)

Tax Lot F2 28-13-13 (Lake)

60-1847

EASEMENT

THIS EASEMENT granted this 25TH day of AUGUST, 1986, between ELIZABETH CHRISTLIEB LINDAIN, as Grantor, and MAURICE CURRENT and JOYCE CURRENT, husband and wife, as Grantees.

WHEREAS, Grantor is the owner of the Takebed of the Christlieb section commonly known as part of Hanson's Lake No. 2, located in Sarpy County, Nebraska, and

WHEREAS, the Grantees are the owners of Tax Lot F1 and part of Tax Lots 6 and 7, in the East Half of the Southeast Quarter and the West Half of the Southeast Quarter in Section 28, Township 13, Range 13, Sarpy County, Nebraska, and

WHEREAS, the Grantees are desirous to have the use of the Take above referred to.

NOW, THEREFORE, the Grantor does hereby grant to the Grantees an easement for recreational use of that part of Hanson's Lake No. 2 sometimes known as the Christlieb section. Such recreational use shall include all types of recreation, but not necessarily limited to, boating, water-skiing, swimming, fishing, etc.

Easement to run with the land owned by the Grantees.

FILED 10:50
BOOK 600 OF MAURICE 258
PAGE 1847

Elizabeth Christlieb Lindain
Elizabeth Christlieb Lindain
Grantor

Maurice Current
MAURICE CURRENT
Grantee

Joyce Current
Joyce Current
Grantee

1987 JUN -2 AM 11: 30
REGISTER OF DEEDS

09469

60-1847A

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 25 day of AUGUST, 1986, before me, the undersigned, a Notary Public in and for said County, personally came ELIZABETH CHRISTIEB LINDAIN, to me personally known to be the identical person whose name is affixed to the above instrument as Grantor, and she acknowledges the execution of the same to be her voluntary act and deed for the purpose therein expressed.



John E. Rice
Notary Public

60-1846

EASEMENT

THIS EASEMENT granted 1st day of September, 1986,
between THE UNIVERSITY OF NEBRASKA FOUNDATION, Trustee of the John M.
Christlieb Revocable Trust dated April 14, 1980, as Grantor, and MAURICE
CURRENT and JOYCE CURRENT, husband and wife, as Grantees.

WHEREAS, Grantor holds title, as Trustee, to the lakebed of the
Christlieb section commonly known as part of Hanson's Lake No. 2, located in
Sarpy County, Nebraska, and

WHEREAS, the Grantees are the owners of Tax Lot P1 and part of Tax Lots
6 and 7, in the East Half of the Southeast Quarter and the West Half of the
Southeast Quarter of Section 28, Township 13, Range 13, Sarpy County,
Nebraska, and

WHEREAS, the Grantees desire to confirm their right to use the lake
above referred to.

NOW, THEREFORE, the Grantor does hereby grant to the Grantees an
easement for recreational use of that part of Hanson's Lake No. 2 sometimes
known as the Christlieb section. Such recreational use shall include all
types of recreation, but not necessarily limited to, boating, water skiing,
swimming, fishing, etc. Such use shall be in compliance with all safety
rules promulgated generally for residents of Chris Lake Subdivision having
access to the lake.

Easement to run with the land owned by the Grantees.

UNIVERSITY OF NEBRASKA FOUNDATION

by Timothy P. Porter V.P.
Grantor

Maurice Current
Maurice Current

Joyce Current
Joyce Current

Grantees

FILED
BOOK 100 PAGE 50
1846
1987 JUN -2 AM 11:30
REGISTER OF DEEDS

094730 ✓

60-18464

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss.

On this 11th day of September, 1986, before me, the undersigned, a Notary Public in and for said county, personally came Thomas J. Thelie, Vice President of the UNIVERSITY OF NEBRASKA FOUNDATION, known to me to be the same and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Linda M. Barber
Notary Public



0.010

Robert A. Hanson
HANSON'S LAKES DEVELOPMENT, INCORPORATED
a Nebraska corporation

Robert A. Hanson
President
FRANTON'S
Professional Services

NORTHWESTERN BELL TELEPHONE COMPANY

Robert A. Hanson
DISTRICT ENGINEER

OHMA PUBLIC POWER DISTRICT

Robert A. Hanson
Assistant General Manager

ATTEST:
Robert A. Hanson
Notary Public

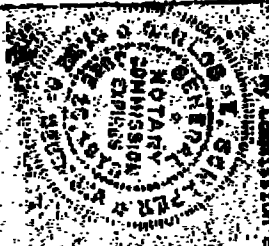
STATE OF Missouri }
COUNTY OF Barber } ss

On this 18th day of June, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. Hanson *Robert A. Hanson* District Engineer of Hanson's Lakes Development, Incorporated, a Nebraska corporation.

personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution to be his voluntary act and deed for the purpose therein expressed, and the voluntary act and deed of said corporation. WITNESS my hand and Notarial Seal the date above written.

Robert A. Hanson
Notary Public

By Commission expires on the 18th day of June, 1975



Robert A. Hanson
ASSISTANT SECRETARY / ASSISTANT MANAGER

189-369

296.6 feet to an iron plate, thence going a distance of 2339.7 feet
along the uppermost boundary of the county road to the point of
beginning, all being in the south half (S/2) of Sections 27 and
28, Township 13 North, Range 13 East, Sarpy County, Nebraska and
containing 142.95 acres more or less,

Together with all and singular the hereditaments and appurtenances
thereunto in anywise belonging;

To have and to hold the above described premises unto HARLET E.
HANSON and DORIS D. HANSON, husband and wife, their heirs and assigns.

In witness whereof, the party of the first part has hereunto set
their hands the day and year first above written.

Harlet E. Hanson

Doris D. Hanson

NEBRASKA
STATE OF WISCONSIN
County of SARPY } ss.

BE IT REMEMBERED, that on this 4th day of November
1964, before me, the undersigned, a Notary Public in and for said County and
State, personally appeared the within named LAURA ALICE WILCOX and DOUGLAS J.
WILCOX, known to me to be the identical individuals described in and who, in
my presence, executed the within instrument and acknowledged to me that they
executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year last above written.



Laura A. Wilcox
Notary Public for Nebraska
My Commission Expires: 12/31/70

94-01568

PERMANENT EASEMENT

Witnessed by *John J. Gabe* on the 11 day of January, 1994 by and before me, *John J. Gabe* Notary Public for the State of Nebraska, Trustee, Grantor and Grantee. DISTRICT #101, Grantee.

and, the Grantor represents that it presently holds title in trust to a certain parcel of real estate located in Sarpy County, Nebraska under a Revocable Trust Agreement dated April 14, 1980 by and between John M. Christlieb, Grantor and the University of Nebraska Foundation, Trustee. Said Trust includes the parcel of real estate more particularly bounded and described as follows:

Part of the South One-Half of Section 28, T 13 N, R 13 E of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the northwest corner of Outlot 26 (A.K.A. the west corner of Outlot 14), Hanson's Lakes, as platted and recorded, Sarpy County, Nebraska, thence S23° 37'11"W (Assumed Bearing) along a line perpendicular to the south line of said Outlot 14, for 27.22 Feet; thence N64° 06'04"W 150.00 Feet; Thence N25° 53'56"E 67.10 feet; thence S75° 46'16"E 81.37 feet to the west line of the boundary of Hanson's Lakes Final Plat; thence along said west line S24° 57'26"E 89.27 feet to the point of beginning.

WHEREAS, the Grantee desires to use said property as a permanent cul-de-sac.

Now therefore it is mutually agreed as follows:

The Grantor does hereby grant, assign, and set over to the Grantee a permanent easement for use as a cul-de-sac of the property described above.

Except as herein granted, the Grantor shall continue to have the full use and enjoyment of the property.

The Grantee shall bear full responsibility for the use and enjoyment of the property and shall hold the Grantor harmless from any claim of damages to person or premises resulting from the use, occupancy and possession thereof by the Grantee.

To have and to hold the said easement unto the Grantee and

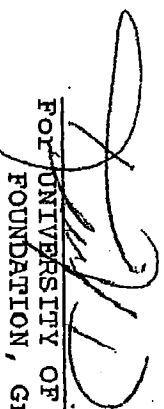
01568

dash

94-01568A

unto its successors and assigns forever.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

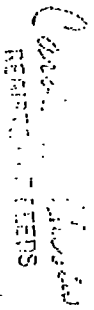

FOR UNIVERSITY OF NEBRASKA
FOUNDATION, Grantor

94-01568

SID #101, Grantee

54 JUN 20 PM 2:52

BY: 
MARTY JOPPA, President
SID #101

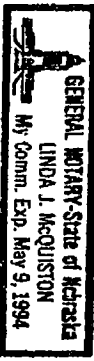

REPRESENTATIVES

STATE OF NEBRASKA)
COUNTY OF Lawrence) ss.

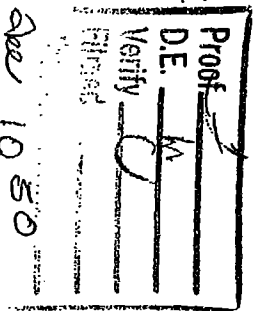
Before me a notary public, qualified in said county personally came KEITH MILES, a duly appointed and authorized representative of the Grantor, University of Nebraska Foundation, who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

SUBSCRIBED and sworn to before me this 11th day of January, 1993.


Notary Public




STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss



Before me, a notary public, qualified in said county, personally came MARTY JOPPA, duly elected President of SID #101, Grantee, who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

SUBSCRIBED and sworn to before me this 6th day of Jan., 1993.


Notary Public



90-06378

KNOW ALL MEN BY THESE PRESENTS:

THAT SHEILA E. SCARBOROUGH, a single person of Sarpy County, State of Nebraska, party of the first part, for and in consideration of the sum of (\$82,500.00) Eighty Two Thousand Five Hundred and no/100 Dollars, to her in hand paid, at or before the delivery of these presents, by CRAIG R. NORDBAKER and JANE R. NORDBAKER, husband and wife

parties of the second part, the receipt whereof is hereby acknowledged, has bargained and sold by these presents do grant and convey unto the said parties of the second part, their heirs, executors, administrators, and assigns, the following described personal property, to-wit:

Lot 75, Chris Lake, a subdivision, in Sarpy County, Nebraska, as surveyed, platted and recorded, including the buildings and improvements placed on said Lot 75, and including all right, title and interests of the said Lessee to possession and use of said buildings and improvements, and including, but not limited to a nonexclusive right, in common with others, to use and occupy the lake known as Chris Lake, situated in Section 28, Township 13 North, Range 13, East of the 6th P.M., Sarpy County, Nebraska and a similar nonexclusive right, in common with others, to use and occupy the land situated between the platted lots of Chris Lake, a subdivision, and the said lake known as Chris Lake.

RECORDED
MAY 15 1990
BY [Signature]

NEBRASKA DOCUMENTARY
STAMP TAX
MAY 15 1990
\$124.52 BY [Signature]

FILED
MAY 15 1990
90-06378
RECORDED BY [Signature]

free and clear of all encumbrances and taxes now due and payable, except: none

belonging to Sheila E. Scarborough, now in her possession, at the place last aforesaid, TO HAVE AND TO HOLD the same unto the said parties of the second part, their executors, administrators and assigns, forever, and first party coexecutor and agrees to and with said second parties, their executors, administrators and assigns to warrant and defend the sale of said property, goods and chattels hereby made, unto the said parties of the second part, their executors, administrators and assigns, against the claims of all and every person and persons whatsoever.

In witness whereof the undersigned has executed this bill of sale this 8th day of May, 1990.

Signed and delivered in presence of:
Maurice H. Gammart

06378

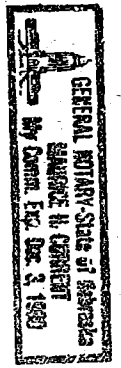
40-06378A

STATE OF Nebraska }
County Harney } ss.

On this 8th day of May, 1920, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Michael E. Decker

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year here above written.



Maurice G. Conkright Notary Public
My Commission expires the 3rd day of December, 1920.

STATE OF day of 19..... before
County } ss. me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came.....

to me known to be the identical person or persons whose name or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

My Commission expires the..... day of..... 19.....
Notary Public

DAKOTA TITLE & ESCROW CO. 175215

Craig Rosdaker
3209 Appleballe Dr
Smith NE 68137

BILL OF SALE

WITH

STATE OF County } ss.
Filed in Clerk's Office of said County the
day of....., 19.....
at..... o'clock and..... minutes..... M.
County Clerk.
Deputy.

KNOW ALL MEN BY THESE PRESENTS

THAT

De-Mar Inc, 17103 PARADISE RD, COUNCIL BLUFFS, IOWA

of the County, State of Nebraska

County, State of Nebraska

of the sum of (\$71,789

in hand paid, at or before the delivery of these premises to

Shella E. Seaborough

part of the second part, the receipt whereof is hereby acknowledged, all of which said party do grant and convey unto the said part Y of the second part to have and to hold unto the said part Y, her heirs, administrators, and assigns, the following described personal property, to-wit: Improvements consisting of two bedroom home and garage located on lot #75 Chris Lake, a subdivision located in Sec. 17, T. 128 N., R. 10 W., Kearney County, Nebr. as surveyed, platted, and recorded as 3204 Annabelle Drive, Omaha, Nebr. 68123.

See attached lease for property.

NEBRASKA DOCUMENTARY
MAR 6 - 1985
BY [Signature]

[Handwritten notes and signatures]

free and clear of all encumbrances and taxes now due and payable by said Construction Loan Tri-County Bank to be paid at direction of said

belonging to De-Mar Inc, now in sole possession, of the premises

TO HAVE AND TO HOLD the same unto the said part of the second part, her heirs, administrators and assigns, forever, and first part covenant and agree to and with said second part Y, executors, administrators and assigns to warrant and defend the title of said property goods and chattels hereby made, unto the said part Y, of the second part, her heirs, administrators and assigns, against the claims of all and every person and persons whosoever.

In witness whereof the undersigned has executed this bill of sale this 30 day of January, 1985

Signed and delivered in presence of:

[Signature]

County


me, the undersigned a Notary Public duly commissioned and sworn for in said county, for me and in the presence of the following witnesses:

A. J. ...

(SEAL)

to me known to be the identical person or persons named herein and that the same are offered to the foregoing instrument and acknowledged to be the free and lawful act of the said person or persons and that the same were written.

Witness my hand and Notarial Seal the day and year first above written.


Jacqueline Rae Jacobsen
GENERAL NOTARY, State of Nebr.
My Comm. Exp. July 30, 1988

Commission Expires the 30th day of July 1988

STATE OF _____
County

On _____ day of _____, 19____, before me, the undersigned a Notary Public, duly commissioned and sworn for in said county, personally came _____

(SEAL)
to me known to be the identical person or persons named herein and that the same were offered to the foregoing instrument and acknowledged to be the free and lawful act of the said person or persons and that the same were written.

Witness my hand and Notarial Seal the day and year first above written.

My Commission expires the _____ day of _____, 19____.

TOWER FINANCIAL, INC.
P.O. BOX 1103
OMAHA, NE 68101
ROBBIE

BILL OF SALE

WITH

STATE OF _____ } ss.
County _____
Filed in Clerk's Office of said County the _____ day of _____, 19____
at _____ o'clock and _____ minutes _____ M.
County Clerk.
Deputy.

Chris Lake Nat Assoc

90-06379

This lease made this 28th day of March 1990, by and between J.A. MAR, INC., a NEBRASKA CORPORATION of Rural Route No. 3, Sarpy County, Nebraska (hereinafter referred to as the "Lessor") and Craig R. and Jane R. Nordaker of 3204 Annabelle Dr., Omaha, NE 68123 (hereinafter referred to as the "Lessee").

LESSOR hereby agrees to lease and Lessee hereby leases the following described property:
3204 Annabelle Drive, Omaha, Nebraska 68123

Lot 75, Chris Lake, a subdivision as surveyed, platted and recorded Sarpy County, Nebraska, together with and including the right to use for ingress and egress a certain publically dedicated road set forth in said survey plat together with and including the right to use, in common with other lot lessees, the body of water, known as Chris Lake and the strip of land between the dedication plat and Chris Lake.

The term of this lease shall be for a term of 48 () years and be from APRIL 1, 1990 until June 1, 1992.

III. RENT
The annual rent for said premises shall be the sum of \$ 225.00. Such sum shall be paid in advance for each year, beginning on June 1 of each year. If this lease is entered into on any date other than June 1, the rent and any other charges, pursuant to Paragraphs III and XIV shall be prorated to June 1 of the subsequent year.

IV. ADJUSTMENTS TO RENT
The rent under this lease may be adjusted by the Lessor every five (5) years. The first such adjustment shall commence on June 1, 1972 and shall be adjusted each five (5) years thereafter. The method to determine the adjustment shall be to increase or decrease the rent by a percentage equal to the percentage increase or decrease to the Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor. For this purpose the base shall be the index as it existed for April 1, 1973.

V. IMPROVEMENTS
All improvements installed, erected or attached to the land for presently existing and all future improvements shall be solely the property of the Lessee.

VI. MORTGAGES ON LEASEHOLD AND IMPROVEMENTS
The lessees shall have the right to mortgage their leasehold interest and their leasehold improvements. The Lessor agrees to notify Lessor of the name and address, including loan numbers, of any such mortgages and Lessor's covenant and agrees to notify said mortgages of any default or breach of this lease; such notice to be sent concurrently to the mortgagee and the Lessee. The Lessor agrees that the mortgages may cure any defaults of the lessees.

VII. TAX ADJUSTMENTS

In the event the taxes levied against the demised premises are not determined and billed on an individual basis by the governmental authority levying same, then, and in that event, the Lessor shall pay all taxes levied or assessed against the land of which the demised premises are a part, and more particularly described as follows, to wit:

Commencing at a point in a center line of the existing county road which is 87 feet north of the northeast corner of the northwest quarter of the southeast quarter of Section 28, Township 13 North, Range 13, east of the 6th P.M., Sarpy County, Nebraska; thence, north 1,211.06 feet; thence, west 900 feet; thence, north 60 degrees west 1050 feet; thence, North 86 degrees, 22 minutes west, 622.5 feet; more or less to a point on the west line of the northeast quarter of the southwest quarter of said Section 28-13-13, thence, north 1750 feet to a point on the center line of existing county road; thence, southeasterly along the center line of existing county road to a point of beginning;

provided, however, that the lessee shall, on an annual basis, reimburse the Lessor in an amount to be determined according to the following formula, to wit: by subtracting a sum equal to the amount of taxes levied against the land above described and due on December 31, 1974, from a sum equal to the amount of taxes levied against the land above described and due on December 31, 1974, for any calendar year, and multiplying that difference by a fraction, the numerator of which shall be the number of lot or lots leased herein and the denominator of which shall be the total number of lots surveyed, platted, and recorded within the above-described property. On the other hand, if the taxes levied against the demised premises are determined and billed on an individual lot basis by the governmental authority levying same, then, and in that event, the lessee shall pay all taxes levied or assessed against lot 75 provided, however, that the Lessor shall allow a rebate of the rental herein above provided for in Article III, to be determined according to the following formula, to wit: by applying a sum equal to the amount of taxes levied against the land above described and due on December 31, 1973, to those parts of the above-described land which are not subdivided into residential lots to the payment of the taxes due on same, and, if there is a balance remaining after said payment of taxes, then the rebate shall be proportioned to the lessees by the individual residential lots pro rata.

Lessee shall pay all property taxes levied or assessed against the leasehold improvements situated upon the demised premises, irrespective as to whether the governmental authority terms such taxes real estate taxes or personal property taxes. For the purpose of this lease, such taxes shall be considered real estate taxes.

VIII. DEFAULT

Should default be made by the Lessee in the payment of the rent herein called for, or any part thereof, when and as herein provided. Or should Lessee make default in the performing, fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions, or agreements herein contained, or should the Lessee be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the leasehold interest be levied on under execution, then and in any of such events the Lessor may, if the Lessor so desires, without demand of any kind or notice to Lessee, or any other person, at once declare this lease terminated, and the Lessor may re-enter said premises without any formal notice or demand and hold in respect to any breach by the Lessee of any of the covenants herein contained.

IX. PREMISES IN GOOD ORDER

Lessees agree to, at all times, to keep and maintain in the premises in good condition and order. Lessee has examined said premises prior to the signing of this lease and is satisfied with the condition thereof. Lessee agrees that no representation as to improvements, repairs, or alterations have been made by Lessor or his agent.

X. USE RESTRICTIONS

All leased lots shall be used only for residential purposes (not more than one single-family residence per lot) and Lessee shall not permit it or suffer any business, occupation, or unlawful activity to be carried on there; provided, nothing herein contained shall be construed to prohibit Lessor from maintaining an office for the conduct of its business with respect to lots retained by it.

XI. INDEMNITY OF LESSOR BY LESSEE

The Lessee agrees to indemnify and hold the Lessor and its property harmless from any loss or damage of any kind, in relation to, on account of, resulting from or occurring during the use or misuse of said property by the Lessee, his family, his guests, or invitees, and in the event that the Lessor shall be made a party to any litigation growing out of the acts or omissions of the Lessee, his family, guests, or invitees, then the Lessee shall pay all the costs and attorney's fees incurred by or against the Lessor, and shall pay any and all judgments which might be rendered against the Lessor or Lessee and Lessor jointly in connection with such litigation. The limits of the Lessee's liability under this provision shall not exceed \$300,000.00.

XII. REMOVAL OF LEASEHOLD IMPROVEMENTS

Lessee has the privilege to remove all improvements made by Lessee on said premises provided the same are removed before sixty (60) days after the expiration of this lease, time being of the essence and a material consideration in this regard. If not removed within such sixty (60) day Lessee shall forfeit all property then remaining on the premises.

XIII. INSURANCE

The risk of loss for all leasehold improvements shall be the responsibility of the Lessee. Lessee agrees to maintain public liability insurance in amounts not less than \$100,000 per person and \$300,000 per accident.

XIV. ASSIGNMENT

This lease may be assigned by the Lessee. Lessee agrees to notify the Lessor, in writing, within 30 days after the assignment of this lease and concurrently agrees to notify the Sarpy County Assessor of the transfer of the leasehold interest. There shall be a charge of \$100 to be paid by Lessee to Lessor for any assignment of this lease, provided, however, if the actual cost of Lessor for the transfer of such lease (for abstracting, recording or the like) shall exceed \$100, the Lessee shall pay the actual cost thereof.

XV. NOTICE

All notices shall be deemed sufficient if mailed, postage prepaid, to the parties at the following addresses:

LESSOR: J.A. MAR, INC.
C/o Mark Meyer, President
Rural Route No. 3
Omaha, NE 68123
CRAIG R. NORDAKER
JANE R. NORDAKER

LESSEE: JANE R. NORDAKER
CRAIG R. NORDAKER
Rural Route No. 3
Omaha, NE 68123

FILED SARPY COUNTY
INSTRUMENT NUMBER
90-06379
COMM 15 11 09 59

If the notice deals with the default of the Lessee, such notice shall also be sent to the address of Lessee's mortgagee. Said notice or default shall be sent to mortgagee by registered, return receipt requested. Mortgagee shall mean the holder of the mortgage against the Lessee's interest in the premises. The address of the mortgagee shall mean the address as same is shown on the books and records of the Lessor.

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XVI. CHRIS LAKE BEACH CLUB ASSOCIATION
The Lessee agrees that Lessor may form a non-profit corporation to be known as the Chris Lake Beach Club Association and that Lessee will be a member of such corporation. Such club will be for the exclusive purpose of maintaining and improving the area, and, having general maintenance of the area, purchase of liability insurance and such other purposes as the club or its members shall determine. In connection therewith the Lessee agrees to execute any and all documents, covenants, and restrictions which may be imposed by the club or its association and the Lessee agrees that he shall have one (1) vote in such Association for each lot leased, provided, however, that such percentage of said lots have been leased, Lessor shall have three (3) votes for each lot leased.
XVII. ENTIRE AGREEMENT
This lease expresses the entire agreement of the parties and there are no other written or oral understandings not set forth herein.

XVIII. SUPERSEDING PREVIOUS LEASES
It is the intention of the parties hereto that this lease shall supersede and nullify any lease entered into by the parties or their written or oral recorded or unrecorded and specifically that lease dated January 30, 1975 recorded in Book 112 Page 325 of the Register of Deeds, Sarpy County, Nebraska, pertaining to the lease of lot described in paragraph 1, hereof.

XIX. EXPLANATION
The words "lessor" and "lessee" shall be taken to include and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall be taken in the plural sense wherever the context requires, and all pronouns used herein shall refer to said parties shall be construed accordingly, regardless of the number of gender thereof.
IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first written above.

LESSOR: JA-MAR, INC.

BY: [Signature]

TITLE: None

LESSEE: Craig R. Nordaker

Jane R. Nordaker

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this 28th day of March 1990, 1990, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Craig R. Nordaker and Jane R. Nordaker who are known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last written above.



Maurice H. Current
Notary Public

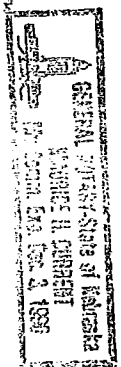
My commission expires the 3rd day of December, 1990.

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this 26th day of March 1990, before me a Notary Public, duly commissioned and qualified for and for said county, personally came the above named Maurice H. Current of Ja-Mar, Inc. who is personally known to me to be the identical person whose name is affixed to the above Lease as President of said corporation; he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and official seal at Sarpy County, Nebraska, in said County on the date aforesaid.

Maurice H. Current
Notary Public



My Commission expires the 3rd day of December, 1990.

DAKOTA TITLE & ESCROW CO. L 75215

10048856

GRAVEL LEASE

THIS AGREEMENT made as of date

between JOHN W. CHRISTIAN and DONALD W. CHRISTIAN, both of Omaha, Nebraska, hereinafter referred to as Lessors, and LYNN-ROBERT SANDS A GRAVEL CORPORATION, with offices at the Omaha National Bank Building, Omaha, Nebraska, hereinafter referred to as Lessee

W I T N E S S E T H :

WILLIAM, Lessors own the 700 single lots (free and clear of all encumbrances) to the Northeast Quarter, Section of the Southwest Quarter (84¹) and the Northeast Quarter (84²) of the Southeast Quarter (88¹) of Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen (13) East of the Sixth PM, in Barry County, Nebraska, and are willing to lease the portion thereof hereinafter described to Lessee for the purpose of excavating and removing sand and gravel under and subject to the terms and provisions hereinafter set forth. NOW, THEREFORE, in consideration of the premises, the covenants, promises and agreements hereinafter set forth and other good and valuable consideration, it is agreed between the parties as follows:

1. Lessors do by these presents lease to Lessee that portion of the above-described premises (including all accretions to said portion) lying South of a generally East and West line which is below the South of the fenced line of the end pasture land, said Easterly and Westerly line being at its Eastern extremity approximately Fourteen Hundred (1400') South of the East and West center line of said Section

(a) Lessee shall pay the sum of Six Hundred Dollars (\$600.00) with the execution of this Agreement, receipt thereof is hereby acknowledged, as a minimum guaranteed advance of royalties as herein provided for the year beginning January 1st, 1987 and Six Hundred Dollars (\$600.00) on January 1st, for each subsequent year to which this Lease, or any extension thereof, continues, the same to be treated as a minimum advance on royalty for the calendar year with respect to which it is paid.

(b) As royalty for the rights herein granted Lessee agrees to pay to Lessors six cents (6¢) per ton for all grades of material excavated and removed by it from the leased premises during the term of the Lease (or any extension thereof) by rail or truck. Where any such shipments are by the yard, each yard shall be treated as the equivalent of one and one-half (1½) tons.

(c) Lessee agrees that on or before the twentieth of each month it will account to Lessors for all grades of sand and gravel removed by rail or truck during the preceding month from the leased premises and that it will use accredited means to ascertain the amount of such sand and gravel so removed from said premises and as soon as it has used up the credit under its minimum advance on royalty (10,000 tons) in each year thereafter, simultaneously with such accounting, remit by check to Lessors the amount of royalties due as shown by each such accounting as above described. Such accountings and remittances shall be sent by mail addressed to Lessors at Grand Rapids until notified to the contrary by Lessors.

4. It is further agreed that Lessee shall use said leased premises only for the purpose of excavating and removing sand

and gravel) therefrom, but it is likewise agreed that Lessee shall have and is hereby granted a sole and exclusive easement for a railroad and/or truck right-of-way across Lessors' above described land below or south of the fenced farm and pasture land, the said easement and right-of-way to be seventy feet (70') wide and to be located immediately south of and parallel to the boundary line to be surveyed and located as above set out and to extend completely across the premises herein leased.

After all sand and gravel has been excavated and removed from the Lessors' property as hereinbefore provided, the Lessee may use said easement and right-of-way for transportation by railroad, truck or other vehicle of such product as it gets from its adjoining land and as a means of ingress and egress to and from any land which Lessee may own or lease located East of the premises herein leased.

Said easement and right-of-way is not confined to the terms of this lease but is hereby granted for a period of five years commencing with the completion of excavation on the Lessors' property with the option to the Lessee to extend such five years period for an additional five years for the annual rental hereinafter stated. The consideration for the said easement and right-of-way is included in the consideration for the lease and its extension as hereinabove provided until the completion of excavation on the property herein leased; but with the completion of the excavation on the leased property the consideration for the use of said easement and right-of-way shall be four hundred dollars (\$400.00) per year for the first five year period hereinabove described, commencing, as stated, with the completion of excavation on the premises or property herein leased and four hundred dollars (\$400.00) per year, adjusted,

however, to the purchasing power of the Dollar as published by the United States Department of Commerce, using, however, the Four Hundred Dollars (\$400.00) on January 1, 1956 as equalling 100 in computing the rental for the additional five years as hereinabove set forth, subject, however, to termination thereof at the end of any calendar year upon notice from the Lessee that it will no longer require such easement and right-of-way, the first of said annual payments for such easement and right-of-way to be made on the first day of the month following completion of excavation on the premises or property leased and as soon as the right-of-way herein granted is used by Lessee for the removal of product from adjoining land, and annually thereafter on the first day of the corresponding month, so long as Lessee continues to use said easement and right-of-way, but not thereafter.

D. Lessee further agrees that, in consideration of the Lessee permitting the use of its own tract of land adjoining the leased premises on the West for the deposit of waste sand arising from its operations on the leased premises until an area on the leased tract has been excavated sufficient to afford a place for deposit of further waste sand, Lessee in excavating the Amos Lake land adjoining the leased premises on the West may deposit waste sand from such excavations upon the premises herein leased until such time as Lessee has excavated a sufficient area on said Amos Lake land large enough to permit the depositing of subsequent waste sand on the said Amos Lake property. The purpose of this agreement is to make possible the maximum utilization of sand and gravel deposits on both the leased premises and the Amos Lake property without covering up unexcavated areas with waste sand.

6. Lessee shall have the exclusive right to enter upon the leased premises with the necessary equipment, men, vehicles

and apparatus necessary for the production and removal of sand and gravel therefrom and is hereby granted right to pump, dig, produce, screen, stockpile and remove by truck or rail all material from said leased premises and to fence off such portion of portions of the leased premises from time to time as it may deem advantageous in carrying on its operations.

7. Lessee shall have the right to construct or have constructed and maintain any power lines on the leased premises necessary to the carrying on of its operations and to build any roadways over the leased premises for the conduct of its operations.

8. In conducting such excavation and removal operations Lessee shall provide adequate drainage under bridges or tracks where drainage ditches empty, it being understood, however, that Lessee shall not be liable for flooding occasioned by abnormal rainfall not reasonably attributable to failure to provide adequate drainage as herein set forth.

9. Lessee agrees that it will remove all of its equipment and any stockpiled material from the leased premises within six (6) months after the expiration of this lease, or extension thereof, as the case may be.

10. Lessee will continue to carry during the term of this lease or extension thereof, public liability insurance to the amount of at least One Hundred Thousand Dollars (\$100,000), and will cause to be included Lessor as additional assureds on such policies of public liability insurance so carried with respect to all operations of Lessee under this lease or extension, insuring both the Lessee and the Lessors' interest as against any claims resulting from Lessee's operations on the said premises.

11. Lessors agree to keep all taxes and special assessments paid with respect to the leased premises.

12. This Agreement shall be binding on the parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this instrument in duplicate originals as of August 7, 1986.

John I. Conrath
JOHN I. CONRATH

Elizabeth J. Conrath
ELIZABETH J. CONRATH

ISSUES

LYMAN-BERRY AND A QUAY, CORPORATION

ATTEST:

Secretary *[Signature]*

BY *[Signature]*

President

LEASER

STATE OF INDIANA)
COUNTY OF HOWARD) ss

On this 17th day of August, 1986, before me the undersigned, a Notary Public in and for said County, personally came John E. Christlieb and Elizabeth E. Christlieb, husband and wife, personally known to me to be the persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Leslie J. White
Leslie J. White
Notary Public

STATE OF ILLINOIS)
COURT OF DOUBT)

On this ___ day of August, 1936, before me the undersigned, a Notary Public in and for said County, personally came Fred P. Curtis, President of Lyman-Richey Sand & Gravel Corporation, personally known to me to be the person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the corporation.

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

Notary Public



AMENDMENT TO GRAVEL LEASE

This Agreement is made as of the 9th day of July, 1959, between John M. Christlieb and his wife, Elizabeth B. Christlieb, presently residing in Omaha, Nebraska, hereinafter referred to as "Lessors", and Lynn-Rickey Sand & Gravel Corporation, with offices in the Omaha National Bank Building, Omaha, Nebraska, hereinafter referred to as "Lessee."

WHEREAS, a Gravel Lease dated August 4, 1956, was executed between Lessors and Lessee;

WHEREAS, Lessors and Lessee desire to amend the said Gravel Lease.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter set forth, and other good and valuable consideration, it is agreed between the parties as follows:

1. The property subject to the said Gravel Lease is hereby increased to include the following described land, together with all accretions to said land:

The Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-Eight (28), Township Thirteen (13) North, Range Thirteen (13) East of the Fifth P.M., in Sarpy County, Nebraska;

It is the intention of the parties to include and subject to said Gravel Lease all of the property owned by Lessors south of the county road adjacent to the above-described premises on the north.

2. The term of the said Gravel Lease is hereby increased and extended to and including January 1, 1970.

3. The royalty for the rights granted Lessee under the terms of the said Gravel Lease, as amended hereby, shall be the same as provided in the said Gravel Lease, adjusted, how-

per to the Purchasing Power of the Dollar as published by the United States Department of Commerce, using, the six cents (6¢) per ton royalty in relation to the Purchasing Power of the Dollar as of the date of this Agreement as equaling 100 in computing the royalty, as adjusted, to be paid Lessors.

4. Lessee agrees to fence off the land it intends to use for the purpose of excavating and removing sand and gravel pursuant to the said Gravel Lease and this amendment thereto. Lessors may use the balance of the land subject to this said Gravel Lease, as amended hereby, for farming purposes. Moreover, Lessee has the right to change the location of any such fenced-in area from time to time so as to enable it to conduct its said excavation and removal of sand and gravel from the said leased premises.

5. The five year term of the easement and right-of-way granted Lessee by virtue of the provisions of paragraph 4 of the said Gravel Lease is expressly agreed to commence upon the completion of the excavation Lessors' property or at the expiration of the term of the said Gravel Lease, as amended hereby, as the case may be, with the option to Lessee to extend the said five-year period for an additional five years thereafter.

6. In all other respects the said Gravel Lease dated August 7, 1956, is hereby ratified and confirmed.

7. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original as of the day and year first above written.

JOHN I. CHRISTIEN

ELIZABETH I. CHRISTIEN

LEASORS

LYMAN-RICHEY SAND & GRAVEL CORPORATION

President

LESSOR

ATTEST:

Secretary

STATE OF NEBRASKA)
COUNTY OF DOWLING) ss.

On this day of 1959, before me, the undersigned, a Notary Public in and for said County, personally came John I. Christien and Elizabeth I. Christien, husband and wife, personally known to me to be the persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Notary Public

STATE OF NEBRASKA)
COUNTY OF DOWLING) ss.

On this day of 1959, before me, the undersigned, a Notary Public in and for said County, personally came Fred P. Curtis, President of Lyman-Richey Sand & Gravel Corporation, personally known to me to be the person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the corporation.

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

Notary Public

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SECURITY AGREEMENT

This agreement made this 21st day of July, 1962, by and between Bank of Billings, hereinafter called "Secured Party" and Joseph Chelha and his wife hereinafter called "Debtor", for consideration granted Secured Party, a security interest in the following property and any ~~in~~ all additions, accessions, substitutions, and new leases, thereto or therefore, to-wit:

A certain lease dated June 29, 1962, by and between Joseph Chelha and Jora M. Christlieb and Elizabeth E. Christlieb being a lot lease on Hansen's Lake more particularly being 100' East Lake North Bank 100' West of Highway 101 in NE 1/4 of SW 1/4 and NW 1/4 of the SE 1/4 of Section 25, Township 13, North Range 13, East of the 6th P.M., Sully County, Nebraska and all the rights of Debtor as lessee thereof.

1. The security interest granted hereby is to secure payment of the indebtedness evidenced by a certain promissory note of even date herewith payable to the Secured Party. Debtor further agrees and in these presents does appoint the Secured Party as their attorney in fact for the following purposes:

In the event of default by the Debtor under the terms of said promissory note, Secured Party shall negotiate with the Lessor of said lease to put a suitable person in possession of said premises. Secured Party shall be authorized to negotiate a rental agreement for Debtor for rent to be determined by the Secured Party. From the proceeds of said rent the Secured Parties shall pay all costs of the lease agreement with the said Lessor and the balance shall be applied to liquidate the indebtedness of the Debtor or to sell said leasehold interest to a third party.

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41-426.

2. Debtor further agrees that upon default to vacate the above premises upon three (3) days notice by the Secured Party and to do any and all acts necessary or reasonable to put a new tenant in possession and to secure rental agreements with Debtor's Lessor and with the new tenant, or to sell said leasehold interest.

3. Debtor further agrees that Secured Party at its option may remove and sell all permanent improvements on said property and to apply the proceeds hereof to the indebtedness of Debtor.

4. Debtor further agrees to comply with the terms of the said lease of June 28, 1966 and to notify Secured Party of any condition arising which would affect said lease.

5. Debtor further agrees to extend said lease for an additional five years (5) from 12/71 before expiration of the present lease agreement.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind his heirs, executors or administrators or his successors or assigns. The liabilities of Debtor shall be joint and several.

This Agreement shall become effective when it is signed by Debtor:

DEBTOR:

Joseph Cieslik
Joseph Cieslik

Mary A. Cieslik
Mary A. Cieslik

SECURED PARTY:

Bank of Bellevue

By: *[Signature]*

45-412

AGREEMENT

JOHN M. CHRISTLIEB AND ELIZABETH CHRISTLIEB, husband and wife hereinafter referred to as Parties of the First Part and MARK A. MEYER AND JACQUELINE MEYER, husband and wife, hereinafter referred to as Parties of the Second Part and the following shall constitute their agreement incidental to the matters and things referred to herein.

WHEREAS, the Parties of the First Part are the owners in fee simple of a certain tract of ground situated in Sarpy County, Nebraska, described as the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter all in Section 28 Township 13, Range 13, consisting of 160 Acres more or less and,

WHEREAS, a portion of said property of approximately 80 acres, more or less, is situated on the North side of the Platte River in which tract, Parties of the First Part have a lake and have developed cabin sites around the said lake, and

WHEREAS, Second Parties are thoroughly familiar with said area and are desirous of developing such portion of said 80 acre tract mentioned, exclusive of the present developed home sites and improvements and fronting the shore of the lake of said premises, and in connection therewith, Second Parties represent that they are desirous of obtaining a lease on said premises exclusive of the area herein mentioned and that they will pay for and obtain a plat of said premises mentioned, have all engineering, road building, dynamiting, grading and otherwise, done at their own expense to the end that home sites shall be developed on all of the property, exclusive of the lake front property which has been developed by the First Parties prior to the date of this agreement and which lake front property which has been previously developed as mentioned, is reserved to the exclusive control of the First Parties. Said Lots to be in such sizes as are mutually agreed upon by the Parties of the First and Second Parties. First Parties represent that it is their intention not to sell premises but to lease the home sites on a year to year basis with options of renewal as hereinafter provided and that Second Parties shall have the exclusive right and privilege of dealing with the making of said leases and shall have the right to improve at their own expense, and to market said improved premises or to sublease the said premises on which such improvements are built. In return, for the exclusive control of the premises hereinbefore mentioned, the Second Parties are to receive a lease from the First Parties as follows, to wit:

FILED FOR RECORD 11-21-11 11:15 AM IN BOOK 45 OF *Mrs. Paul & Hilda* REGISTER OF DEEDS, SARPY COUNTY NEB PAGE 612

Rec # 021785

45-612A

Second Parties shall have a lease on the premises for the term of five (5) years from the date of this instrument and shall receive and pay for ten tracts to be selected by the Second Parties on the basis of \$200.00 which is the declared annual rent for the said leased tracts which are approximately 100 feet wide and approximately 100 feet deep, depending upon the location of the tract, and to pay the sum of \$2,000.00 on said basis mentioned at the time of the execution of the lease and agreement. Second Parties represent that they will actively promote the leasing of the premises as mentioned herein and shall not be limited to the leasing and improvement of ten lots only, but in the event of any additional tracts being developed and leased through Second Parties, the basis shall be on the \$200.00 per year in advance, but shall be negotiated so that the anniversary date of payment shall be all at the same time. Shall the Second Parties do all the matters and things herein and shall actively promote and develop and dispose of leases of cabin sites and pay all costs of improvements and fully cooperate with the First Parties, this lease shall be in full force and effect for a term of five (5) years providing that for the year 1969, Second Parties shall receive and pay for a minimum of twenty-five cabin sites for which Second Parties will pay First Parties the sum of \$5,000.00 in advance, on the date of the 1969 corresponding with the execution date of this lease. It is understood that the Second Parties are not limited to the minimum figures mentioned herein relative to cabin sites, but all additional sites shall be paid for during the first five (5) year on the basis of \$200.00 per year in advance. Second Parties may sublease the lake shore lots for five (5) years with the option to extend the sublease for twelve (12) additional five (5) year periods subject however to increased rentals as conditions warrant. Second Parties may increase the rentals during the first five (5) years to compensate for development, taxes and management. In the event of the Second Parties fulfilling all of the terms and conditions mentioned herein and actively promoting the leasing of said premises, then the Second Parties shall be entitled to an additional five (5) year lease upon the following terms.

The Parties of the First Part will negotiate and designate the amount of sublease rental due the Second Parties to cover taxes, upkeep and management and depending upon the purchasing power of the dollar.

45-60 B

IT IS UNDERSTOOD between the Parties that in the subleasing of cabins or subleasing of lake front lots or any other lots shall be made only with full knowledge and consent of the Parties of the First Part and Parties of the First Part shall, if fully satisfied, thereupon give their consent to the terms of sale of cabins, length of subleases of any of said lake front lots.

The Second Parties will organize a Lake Committee to formulate the policies and regulations to insure the welfare of the lake shore occupants and the Second Parties shall serve as Chairmen of this committee.

IT IS UNDERSTOOD and agreed that all work done as to improving the premises, putting in roads and otherwise by the Second Parties shall be with the consent and approval of the Zoning Laws for Sarpy County, Nebraska.

The Second Parties agree to provide such liability insurance or otherwise as will hold First Parties blameless and harmless for any damages, injuries or otherwise, which would occur by reason of the activities of the Second Parties.

In the event of the failure or refusal of the Second Parties to carry out all the promises and agreements to be performed by them by virtue of this agreement and lease, their failure to do so shall give the option to the First Parties to immediately cancel this agreement and lease and thereafter this agreement and lease to be at an end and the Second Parties shall deliver up possession of the premises and shall be therefore considered without any interest and the rights granted them by virtue of this agreement and lease, and shall be considered as having no further interest in the same and the First Parties shall thereupon be entitled to immediate possession of any and all equipment or otherwise on the premises belonging to the Second Parties until any monies due the First Parties by virtue of this agreement and lease shall be fully paid. Nothing in this agreement and lease contained shall be construed as granting any right or interest in and to the Real Property and that the relationship between First Parties and Second Parties is merely the relationship of Landlords and Tenants.

45-612C

IN WITNESS WHEREOF, said Parties set their hands and seals binding themselves, their heirs and assigns to the faithful performance of all conditions herein contained.

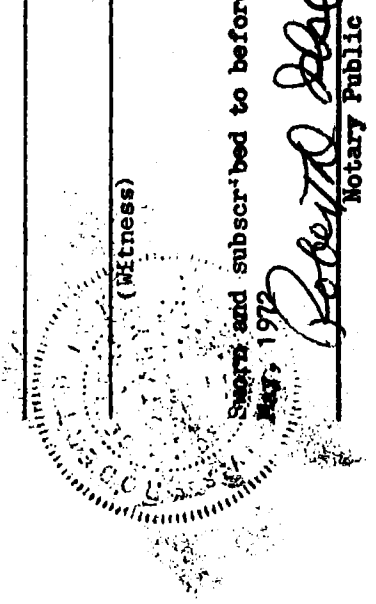
Dated this 13th day of July, 1972 in Sarpy County, Nebraska.

John M. Christlieb

Elizabeth B. Christlieb
(First Parties)

Robert E. Meyer

Jequehara Meyer
(Second Parties)



Signed and subscribed to before me this 13th day of July, 1972

Robert E. Meyer
Notary Public

My commission expires 12-29-72

WHEREAS, one of the intended Sublessees of Ja-Mar has made application to Commercial Federal for a loan to be secured by a mortgage on the leasehold interest of said sublessee in and to the lot of said lots in said subdivision, including the improvements thereon, or to be placed on said lot; and

WHEREAS, Commercial Federal, in order to assure itself that its proposed mortgage will be a first lien on any such leasehold interest, including improvements, desires relief from provisions in the various leases and subleases above mentioned, which relief the parties hereto are desirous of granting.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and as an inducement to Commercial Federal to make such loan, and in the future to make similar loans, it is hereby understood and agreed by the parties hereto as follows:

1. Any such sublessee of Ja-Mar may mortgage its leasehold interest in and to said lot, including the improvements placed, or to be placed, on said lot to Commercial Federal. Such mortgage shall constitute a first lien on said leasehold and improvements superior to any and all liens, claims, or demands of any of the other parties hereto by virtue of the leases and subleases hereinabove described.
2. Upon any default by Sublessee in the performance of the terms and conditions of its leasehold mortgage and note to Commercial Federal, Commercial Federal may exercise any right it may have as a result of such default to foreclose its leasehold mortgage or to accept an assignment or some similar conveyance of the leasehold interest, including improvements, in lieu of foreclosure and to acquire the entire interest of Sublessee in the leasehold and the improvements.
3. Any default by Sublessee under its Sublease with Ja-Mar shall be null and void, as to Commercial Federal, unless notice thereof, in writing, is directed to Commercial Federal as well as to Sublessee. Commercial Federal may, within sixty (60) days after receipt of such notice, cure any default which is curable by the payment of money; and, in such event, any amounts expended by Commercial Federal shall be added to the debt secured by such leasehold mortgage and recovered as a part thereof, and such amounts shall bear interest at the highest lawful rate from date of payment, and such leasehold mortgage shall stand as security for the amounts so paid by Commercial Federal. Commercial Federal shall also have the right, within said sixty (60) day period, to commence an action at law or equity to foreclose its mortgage. The commencement of such foreclosure action shall constitute a curing of any default which is incurable by payment of money, so that the sublease between Ja-Mar and Sublessee shall not be terminated after the commencement of such foreclosure action; and the purchaser at the sheriff's sale in such foreclosure action shall be recognized by the parties hereto as the valid sublessee of Ja-Mar for the unexpired term of the sublease between Ja-Mar and Sublessee. Any purchaser at the sheriff's sale in such foreclosure action, including Commercial Federal, shall purchase the leasehold interest and improvements subject to any obligations under the sublease accruing prior to the date of said sale including obligations to pay real estate taxes and assessments lawfully levied. Such taxes and delinquent instalments of assessments, if not sooner paid, shall be paid at the time of such sale. Any purchaser at the sheriff's sale, other than Commercial Federal, shall execute a new sublease for the unexpired term of the original sublease between Ja-Mar and Sublessee, and said new sublease shall have the same terms and conditions as those set out in the Chris Lake Lot Lease marked Exhibit "A" and attached hereto. Commercial Federal shall also have the right, within said sixty (60) day period or at any time after the commencement of said foreclosure action, to accept an assignment or conveyance of said leasehold interest, including improvements, from Sublessee. In the event Commercial

193-2167B

Federal acquires title to said leasehold interest, including improvements, by foreclosure, assignment or otherwise, it shall have the right to assign or convey said leasehold interest, including improvements; and in such an instance, Commercial Federal's transferee shall be recognized by the parties hereto as the valid Sublessee of Ja-Mar for the unexpired term of the original sublease between Ja-Mar and Sublessee; provided, however, that as a condition to such recognition, said transferee shall enter into a new sublease with Ja-Mar for the unexpired term of the original sublease between Ja-Mar and Sublessee, and said new sublease shall have the same terms and conditions as those set out in the Chris Lake Lot Lease marked Exhibit "A" and attached hereto. Any such transferee shall purchase the leasehold interest and improvements subject to any obligations under the sublease accruing prior to the date of said transfer, including obligations to pay real estate taxes and assessments lawfully levied. Such taxes and delinquent installments of assessments, if not sooner paid, shall be paid at the time of said transfer. In the event Commercial Federal acquires title to said leasehold interest, including improvements, it shall only be liable for that proportionate share of the obligations of Sublessee as the total time of its holding title bears to the total time for which the obligation was incurred.

4. In the event of any breach of any other agreements between any other parties hereto, written notice of such breach shall be sent to Commercial Federal. No such notice shall be effective until received by Commercial Federal. No such breach, other than a breach by Sublessee, shall affect the leasehold interest of Sublessee.

5. Notwithstanding any provisions contained in the various leases and subleases hereinabove described, in the event of any default by Sublessee under its sublease with Ja-Mar resulting in termination thereof, the parties hereto will recognize as a valid first lien on the improvements situated on said lot the unpaid balance due Commercial Federal under its mortgage.

6. Christlieb and Ja-Mar assume no liability for the payment of the mortgage or mortgages entered into by Sublessee to Commercial Federal, or any part thereof.

7. In the event Christlieb or Ja-Mar recover or become entitled to recover possession of the leased premises for any reason, they shall diligently attempt to secure a new sublessee to assume the sublease of Sublessee. Any new sublessee shall recognize the mortgage of Commercial Federal, shall assume and agree to pay the unpaid balance thereof, and shall acknowledge that said new sublease is subject to and inferior to the lien of Commercial Federal. Commercial Federal may also attempt to secure a new Sublessee in such event. Any such new Sublessee obtained by the parties hereto shall execute a new sublease for the unexpired term of the original sublease between Ja-Mar and Sublessee, and said new sublease shall have the same terms and conditions as those set out in the Chris Lake Lot Lease marked Exhibit "A" and attached hereto.

8. Commercial Federal shall have the right to protect the improvements situated on said leased premises and shall have access thereto at all reasonable times.

9. During such time as Christlieb and Ja-Mar may have possession of said lot as a result of repossession of said premises, no rental shall accrue on the sublease between Ja-Mar and Sublessee, nor shall any rental in arrears take priority over the interest of Commercial Federal; provided, however, nothing herein contained shall be construed to effect the obligation of Ja-Mar on its lease from Christlieb.

10. In the event Christlieb or Ja-Mar recovers possession of said lot, for whatever reason, the entire balance of the unpaid debt, together with accrued interest, secured by the mortgage to

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Commercial Federal shall, at the option of Commercial Federal, immediately become due and owing, and Commercial Federal may thereupon exercise any right which it may have at law or hereunder, including the right to foreclose its mortgage.

11. The sublease between Ja-Mar and Sublessee shall not be in any way altered or assigned without the express written consent of Commercial Federal.

12. Upon condemnation, Sublessee shall be entitled to receive such portion of any award that will adequately compensate Sublessee for the impairment or destruction of the leasehold interest and improvements. Any amounts so payable shall be paid first to Commercial Federal for application to the mortgage indebtedness; the balance, if any, shall be paid to Sublessee. Sublessee shall remain liable for any deficiency remaining on the mortgage indebtedness.

13. The term "Sublessee" and the pronouns referring thereto are intended to refer to any Sublessee of Ja-Mar who has executed and properly filed a completed Chris Lake Lot Lease identical to the one marked Exhibit "A" and attached hereto and who has mortgaged his, her, its, or their leasehold interest pursuant to paragraph 1 hereof, irrespective of number or gender. The term "lot" is intended to refer to any particular lot so subleased and so mortgaged, including lots surveyed, platted and recorded in the future within the boundaries of the land leased by Christlieb to Ja-Mar as hereinabove described.

14. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

John M. Christlieb
John H. Christlieb

Elizabeth B. Christlieb
Elizabeth B. Christlieb

JA-MAR, INC., A Nebraska Corporation

ATTEST:

Joseph W. D. Meyer
Secretary

[Signature]
President

ATTEST:

[Signature]
Secretary

BY [Signature]
President

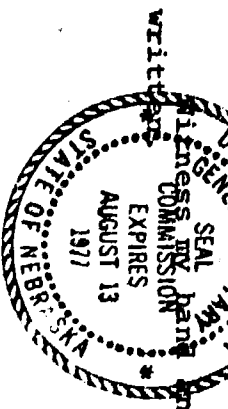
COMMERCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, A United States Corporation



193-21672

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

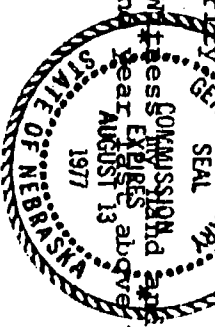
On this 13th day of JUNE, 1974, before me, the undersigned, a Notary Public, in and for said county, personally came John M. Christlieb and Elizabeth B. Christlieb, to me known to be the identical persons whose names are affixed to the above Modification Agreement and I, Robert A. Polton, acknowledged the same to be their voluntary act and deed.



and notarial seal the day and year last above written
SEAL
NOTARY PUBLIC
ROBERT A. POLTON
COMMISSION EXPIRES
AUGUST 13
1977
My commission expires AUGUST 13, 1977
Notary Public

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this 13th day of JUNE, 1974, before me, the undersigned, a Notary Public in and for said County, personally came MARK A. MEYER and JACQUELINE A. MEYER, President and Secretary, respectively, of Ja-Mar, Inc., (a Nebraska corporation), to me personally known to be the President and Secretary and the identical persons whose names are affixed to the above Modification Agreement, and acknowledged the execution thereof to be their voluntary act and deed. I, Robert A. Polton, Notary Public, acknowledged the said corporation was thereto affixed by its authority.



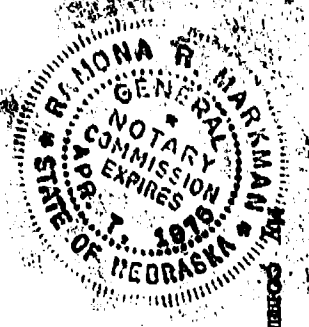
My commission expires AUGUST 13, 1977
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 19 day of August, 1974, before me, the undersigned, a Notary Public in and for said County, personally came William E. Johnson and Donald A. Johnson, President and Secretary, respectively, of Commercial Federal Savings and Loan Association (a United States corporation) to me personally known to be the President and Secretary and the identical persons whose names are affixed to the above Modification Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha in said county the day and year last above written.

Robert A. Polton
Notary Public



My commission expires August 1, 1978

193-2167E

CHRIS LAKE LOT LEASE

This lease made this _____ day of _____, 1974, by and between JA-MAR, INC., a Nebraska Corporation of Rural Route #3, Sarpy County, Nebraska (hereinafter referred to as the "Lessor") and _____ (hereinafter referred to as the "Lessee").

WITNESSETH:

I. PREMISES

Lessor hereby agrees to lease and Lessee hereby leases the following described property:

Lot _____, Chris Lake, a subdivision as surveyed, platted and recorded Sarpy County, Nebraska together with a right to use for ingress and egress a certain publically dedicated road set forth in said surveyed platted and recorded plats together with a non-exclusive right to use, in common with other lot lessees, the body of water, known as Chris Lake and the strip of land between the individual platted lots and Chris Lake.

II. TERM

The term of this lease shall be for a term of sixty-five (65) years from June 1, 1974 until June 1, 2039.

III. RENT

The annual rent for said premises shall be the sum of \$ _____ Such sum shall be paid in advance not later than June 1, of each year. If this lease is entered into on any date other than June 1, the rent and any other charges, pursuant to Paragraphs _____ shall be prorated to June 1, of the subsequent year.

IV. ADJUSTMENTS TO RENT

The rent under this lease may be adjusted by the Lessor every five (5) years. The first such adjustment shall commence with June 1, 1978 and shall be adjusted each five (5) years thereafter. The method to determine the adjustment shall be to increase or decrease the rent by a percentage equal to the percentage increase or decrease to the Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor. For this purpose the base shall be the index as it existed for April 1, 1973.

V. IMPROVEMENTS

All improvements installed, erected or attached to the leased lot presently existing and all future improvements, shall be solely the property of the Lessee.

VI. MORTGAGES ON LEASEHOLD AND IMPROVEMENTS

The lessees shall have the right to mortgage their leasehold interest and their leasehold improvements. The Lessee agrees to notify Lessor of the name and address, including loan numbers,

Exhibit A

193-2167E

of any such mortgages and lessor's covenant and agrees to notify said mortgagees of any default or breach of this lease; such notice to be sent concurrently to the mortgagee and the Lessee. The lessor agrees that the mortgagee may cure any defaults of the lessees.

VII. TAX ADJUSTMENTS

In the event the taxes levied against the demised premises are not determined and billed on an individual lot basis by the governmental authority levying same, then, and in that event, the lessor shall pay all taxes levied or assessed against the land of which the demised premises are a part, and more particularly described as follows, to wit:

Commencing at a point in a center line of the existing county road which is 87 feet north of the northeast corner of the northwest quarter of the southeast quarter of Section 28, Township 13 north, Range 13, east of the 6th P.M., Sarpy County, Nebraska; thence, south 1,411.06 feet; thence, west 900 feet; thence, north 60 degrees west 1050 feet; thence, North 86 degrees, 25 minutes west, 832.5 feet, more or less, to a point on the west line of the northeast quarter of the southwest quarter of said Section 28-13-13, thence, north 1750 feet to a point on the center line of existing county road; thence, southeasterly along the center line of existing county road to the point of beginning;

provided, however, that the lessee shall, on an annual basis, reimburse the lessor in an amount to be determined according to the following formula, to wit: by subtracting a sum equal to the amount of taxes levied against the land above described and due on December 31, 1973, from a sum equal to the amount of taxes levied against the land above described and due on December 31, 1974, (or any subsequent year) and multiplying that difference by a fraction, the numerator of which shall be the number of lot or lots leased herein and the denominator of which shall be the total number of lots surveyed, platted, and recorded within the above-described property. On the other hand, if the taxes levied against the demised premises are determined and billed on an individual lot basis by the governmental authority levying same, then, and in that event, the lessee shall pay all taxes levied or assessed against lot , Chris Lake, a subdivision; provided, however, that the lessor shall allow a rebate of the rental hereinabove provided for in Article III, to be determined according to the following formula, to wit: by applying a sum equal to the amount of taxes levied against the land above described and due on December 31, 1973, to those parts of the above-described land which are not subdivided into residential lots to the payment of the taxes due on same, and, if there is a balance remaining after said payment of taxes, then the rebate shall be proportioned to the lessees of the individual residential lots pro rata.

Lessee shall pay all property taxes levied or assessed against the leasehold improvements situated upon the demised premises, irrespective as to whether the governmental authority terms such taxes real estate taxes or personal property taxes. For the purpose of this lease, such taxes shall be considered real estate taxes.

VIII. DEFAULT

Should default be made by the Lessee in the payment of the rent herein called for, or any part thereof, when and as herein provided. Or should Lessee make default in the performing,

Exhibit A

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Fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions, or agreements herein contained, or should the Lessee be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the leasehold interest be levied on under execution, then and in any of such events the Lessor may, if the Lessor so desire, without demand of any kind or notice to the Lessee or any other person, at once declare this lease terminated, and the Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth as if these presents had not been made, without prejudice, however, to any right of action or remedy of the Lessor in respect to any breach by the Lessee of any of the covenants herein contained.

IX. PREMISES IN GOOD ORDER

Lessees agree to, at all times, to keep and maintain the premises in good condition and order. Lessee has examined said premises prior to the signing of this lease and is satisfied with the condition thereof. Lessee agrees that no representation as to improvements, repairs, or alterations have been made by Lessor or his agent.

X. USE RESTRICTIONS

All leased lots shall be used only for residential purposes (not more than one single-family residence per lot), and Lessee shall not permit it or suffer any business, occupation, or unlawful activity to be carried on there; provided, nothing herein contained shall be construed to prohibit Lessor from maintaining an office for the conduct of its business with respect to lots retained by it.

XI. INDEMNITY OF LESSOR BY LESSEE

The Lessee agrees to indemnify and hold the Lessor and its property harmless from any loss or damage of any kind, in relation to, on account of, resulting from or occurring during the use or misuse of said property by the Lessee, his family, his guests, or invitees, and in the event that the Lessor shall be made a party to any litigation growing out of the acts or omissions of the Lessee, his family, guests, or invitees, then the Lessee shall pay all the costs and attorney's fees incurred by or against the Lessor, and shall pay any and all judgments which might be rendered against the Lessor or Lessee and Lessor jointly in connection with such litigation. The limits of the Lessee's liability under this provision shall not exceed \$300,000.00.

XII. REMOVAL OF LEASEHOLD IMPROVEMENTS

Lessee has the privilege to remove all improvements made by Lessee on said premises provided the same are removed before sixty (60) days after the expiration of this lease, time being of the essence and a material consideration in this regard. If not removed within such sixty (60) days, Lessee shall forfeit all property then remaining on the premises.

XIII. INSURANCE

The risk of loss for all leasehold improvements shall be the responsibility of the Lessee. Lessee agrees to maintain public liability insurance in amounts not less than \$100,000 per person and \$300,000 per accident.

XIV. ASSIGNMENT

This lease may be assigned by the Lessee. Lessee agrees to notify the Lessor, in writing, within 30 days after the assignment of this lease and concurrently agrees to notify the Sarpy County Assessor of the transfer of the leasehold interest.

Exhibit A

193-2169H

There shall be a charge of \$100 to be paid by Lessee to Lessor for any assignment of this lease, provided, however, if the actual cost of Lessor for the transfer of such lease (for abstracting, recording or the like) shall exceed \$100, the Lessee shall pay the actual cost thereof.

XV. NOTICE

All notices shall be deemed sufficient if mailed, postage prepaid, to the parties at the following addresses:

LESSOR: JA-MAR INC.
c/o Mark Meyer, President
Rural Route #3
Omaha, NE 68123

LESSEE:

If the notice deals with the default of the Lessee, such notice shall also be sent to the address of Lessee's mortgagee. Said notice of default shall be sent, postage prepaid, registered, return receipt requested. Mortgage shall mean the holder of the mortgage against the leasehold interest of the Lessee. The address of the mortgagee shall mean the address as same is shown on the books and records of the Lessor.

XVI. CHRIS LAKE BEACH CLUB ASSOCIATION

The Lessee agrees that Lessor may form a non-profit corporation to be known as the Chris Lake Beach Club Association and that Lessee will be a member of such corporation. Such club will be for the exclusive purpose of maintaining, and improving the access road, beach, general maintenance of the area, purchase of liability insurance and such other purposes as the Club or its members shall deem appropriate. In connection therewith the Lessee agrees to execute any and all documents, covenants and restrictions which may be necessary to initiate such Association and the Lessee agrees that he shall have one (1) vote in such Association for each lot leased, provided, however, that until 75% of said lots have been leased, Lessor shall have three (3) votes for each lot Lessor has not leased.

XVII. ENTIRE AGREEMENT

This lease expresses the entire agreement of the parties and there are no other written or oral understandings not expressed herein.

XVIII. SUPERSADING PREVIOUS LEASES

It is the intention of the parties hereto that this lease shall supersede and nullify any lease entered into by the parties whether written or oral, recorded or unrecorded and specifically that lease dated _____ recorded in Book _____ of the Register of Deeds, Sarpy County, Nebraska, pertaining to the lease of the lot described in Paragraph I. hereof.

XIX. EXPLANATION

The words "lessor" and "lessee" shall be taken to include and be binding upon the parties hereto and their

Exhibit A

193-2191

heirs, executors, administrators, successors and assigns, and shall be taken in the plural sense wherever the context requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless of the number of gender thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first written above.

LESSOR: JA-MAR, INC.

BY: _____

TITLE: _____

LESSEE: _____

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this _____ day of _____, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came _____ to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Notary Public

My commission expires the _____ day of _____, 19__.

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this _____ day of _____, 1974, before me a Notary Public, duly commissioned and qualified in and for said County, personally came the above named _____, of Ja-Mar, Inc. who is personally known to me to be the identical person whose name is affixed to the above Lease as _____ of said corporation; he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and official seal at _____, Nebraska, in said County on the date aforesaid.

Notary Public

My Commission expires the _____ day of _____, 19__.

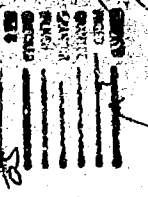
Kelwick A

Lot 75, Chris Lake

90-06381

FILED FOR RECORD 5-15-90 957 AM 90-06381

REGISTER OF DEEDS, SARPY COUNTY, NE



MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of May 1990, by and between UNIVERSITY OF NEBRASKA FOUNDATION, hereinafter referred to as "Foundation"; JA-MAR, INC., a Nebraska corporation, hereinafter referred to as "Ja-Mar"; COMMERCIAL FEDERAL MORTGAGE CORPORATION, a Nebraska corporation, hereinafter referred to as "CFS", and CRAIG R. NORDAKER and JANE R. NORDAKER, hereinafter referred to as "Sublessee."

W I T N E S S E T H :

WHEREAS, the Foundation is the owner in fee simple of the real property described as Lot Seventy-Five (75), in Chris Lake, a subdivision, in Sarpy County, Nebraska; and

WHEREAS, the above described real estate has been leased to Ja-Mar, as evidenced by the Lease dated June 13, 1974, and recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, on June 17, 1974, in Book 47 of Miscellaneous Records at Page 340; and

WHEREAS, Ja-Mar intends to sublease this lot in said subdivision, according to the terms, conditions, and covenants as set out in the Chris Lake Lot Lease attached hereto, marked Exhibit A and incorporated herein by this reference; and

WHEREAS, the intended Sublessee of Ja-Mar has made application to CFS for a loan to be secured by a mortgage on the leasehold interest of said Sublessee in said lot in said subdivision, including the improvements placed or to be placed on said lot; and

WHEREAS, CFS, in order to assure itself that its proposed mortgage will be a first lien on any such leasehold interest, including improvements, desires relief from provisions in the various leases and subleases above mentioned, which relief the parties hereto are desirous of granting.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and as an inducement to CFS to make such loan, and in the future to make similar loans, it is hereby understood and agreed by the parties hereto as follows:

1. For purposes of this agreement, the term "mortgage" shall mean either mortgage or deed of trust. The term "enforcement" shall mean either judicial foreclosure or a sale pursuant to the Nebraska Trust Deeds Act. The term "sale" shall mean either sheriff's sale or sale by trustee.
2. The Sublessee of Ja-Mar may mortgage its leasehold interest in and to the real property herein described, including the improvements placed or to be placed on such real property, to CFS. Such mortgage shall constitute the first lien on such leasehold and improvements superior to any and all liens, claims, or demands of any of the other parties hereto by virtue of the leases and subleases hereinbefore described.
3. Upon any default by Sublessee in the performance of the terms and conditions of its leasehold mortgage and note to CFS, CFS may exercise any right it may have as result of su default, to enforce its mortgage or to accept an assignment or some similar conveyance of the leasehold interest, including improvements, and to acquire the entire interest of Sublessee in the leasehold and the improvements.
4. Any default by Sublessee under its sublease with Ja-Mar shall be null and void, as to CFS, unless notice thereof, in writing, is directed to CFS as well as to Sublessee. CFS may, within 60 days after receipt of such notice, cure any default which is curable by the payment of money; and, in such event, any

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90-06381A

amounts expended by CFS shall be added to the debt secured by such leasehold mortgage and recovered as a part thereof, and such amount shall bear interest at the highest lawful rate from date of payment, and such leasehold mortgage shall stand as security for the amounts so paid by CFS. CFS shall also have the right, within such 60-day period, to commence enforcement of its mortgage. The commencement of such enforcement shall constitute a curing of any default which is incurable by payment of money, so that the sublease between Ja-Mar and the Sublessee shall not be terminated after the commencement of such enforcement; and the purchaser at the sale shall be recognized by the parties hereto as the valid sublessee of Ja-Mar for the unexpired term of the lease between Ja-Mar and Sublessee. Any purchaser at the sale, including CFS, shall purchase the leasehold interest and improvements subject to such sale including obligations to pay real estate taxes and assessments lawfully levied. Such taxes and delinquent installments of assessments, if not sooner paid, shall be paid at the time of such sale. Any purchaser at the sale, other than CFS, shall execute a new sublease for the unexpired term of the original sublease between Ja-Mar and Sublessee, and such new sublease shall have the same terms and conditions as those set out in the CFS Lake Lot Lease marked Exhibit A and attached hereto. CFS shall also have the right, within such 60-day period, or at any time after the commencement of enforcement of its mortgage, to accept an assignment or conveyance of such leasehold interest, including improvements, from the Sublessee. In the event CFS acquires title to such leasehold interest, including improvements, by sale, assignment or otherwise, it shall have the right to assign or convey such leasehold interest, including improvements; and in such an instance, CFS's transferee shall be recognized by the parties hereto as the valid sublessee of Ja-Mar for the unexpired term of the original sublease between Ja-Mar and Sublessee, provided, however, that as a condition to such recognition, said transferee shall enter into a new sublease with Ja-Mar for the unexpired term of the original sublease between Ja-Mar and Sublessee and such new sublease shall have the same terms and conditions as those set out in the lease marked Exhibit A and attached hereto. Any such transferee shall purchase the leasehold interest and improvements subject to any obligations under the sublease accruing prior to the date of said transfer, including obligations to pay real estate taxes and assessments lawfully levied. Such taxes and delinquent installments of assessments, if not sooner paid, shall be paid at the time of such transfer. In the event CFS acquires title to such leasehold interest, including improvements, it shall only be liable for that proportionate share of the obligations of Sublessee as the total time of its holding title bears to the total time for which the obligation was incurred.

5. In the event of any breach of any other agreements between any other parties hereto, written notice of such breach shall be sent to CFS. No such notice shall be effective until received by CFS. No such breach, other than a breach by the Sublessee, shall affect the leasehold interest of the Sublessee.

6. Notwithstanding any provisions contained in the various leases and subleases described above, in the event of a default by Sublessee under its sublease with Ja-Mar resulting in termination thereof, the parties hereto will recognize as a valid first lien on the improvements situated on such lot the unpaid balance due CFS under its mortgage.

7. The Foundation and Ja-Mar assume no liability for the payment of the debt secured by the mortgage entered into by Sublessee to CFS or any part thereof.

8. In the event the Foundation or Ja-Mar recovers or becomes entitled to recover possession of the leased premises for any breach, they shall diligently attempt to secure a new sub-

lessee to assume the lease of Sublessee. Any new sublessee shall recognize the mortgage of CFS, and shall assume and agree to pay the unpaid balance thereof, and shall acknowledge that such new sublease is subject to and inferior to the lien of CFS. CFS may also attempt to secure a new sublessee in such event. Any such new sublessee obtained by the parties hereto shall execute a new sublease for the unexpired term of the original lease between Ja-Mar and Sublessee, and such new sublease shall have the same terms and conditions as those set out in Exhibit "A" attached hereto.

9. CFS shall have the right to protect the improvements situated on the leased premises and shall have access thereto at all reasonable times.

10. During such time as the Foundation and Ja-Mar may have possession of such lot as a result of repossession of the premises, no rental shall accrue on the sublease between Ja-Mar and Sublessee, nor shall any rental in arrears take priority over the interest of CFS, provided, however, nothing herein contained shall be construed to affect the obligation of Ja-Mar on its lease from the Foundation.

11. In the event the Foundation or Ja-Mar recovers possession of such lot, for whatever reason, the entire balance of the unpaid debt, together with accrued interest, secured by the mortgage to CFS shall, at the option of CFS, immediately become due and owing, and CFS may thereupon exercise any right which it may have at law or hereunder, including the right to enforce its mortgage.

12. The sublease between Ja-Mar and Sublessee shall not be in any way altered or assigned without the express written consent of CFS.

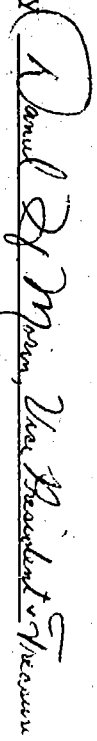
13. Upon condemnation, Sublessee shall be entitled to receive such portion of any award as will adequately compensate Sublessee from the impairment or destruction of the leasehold interest and improvements. Any amounts so payable shall be paid first to CFS for application to the mortgage indebtedness; the balance, if any, shall be paid to the Sublessee. The Sublessee shall remain liable for any deficiency remaining on the mortgage indebtedness.

14. This agreement does not supersede, alter, or amend the Modification Agreement entered into June 13, 1974, by John M. and Elizabeth Christlieb, Ja-Mar, Inc., and Commercial Federal Savings and Loan Association.

15. This agreement shall be binding upon the heirs, personal representatives, successors and assigns to the parties hereto.

Executed the day and year first above written.

UNIVERSITY OF NEBRASKA FOUNDATION

By  Daniel S. Johnson, Vice President & Treasurer

JA-MAR, INC.

By  J. A. Miller

90-06381C

COMMERCIAL FEDERAL MORTGAGE CORPORATION,

BY

[Signature]
Craig R. Nordaker

[Signature]
Jane R. Nordaker

STATE OF NEBRASKA)
COUNTY OF Lancaster) SS.

On this 8th day of May, 1990, before me, the undersigned, a Notary Public, in and for said county, personally came David W. Morris of UNIVERSITY OF NEBRASKA FOUNDATION and the identical person whose name is affixed to the above Modification Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said University of Nebraska Foundation.

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



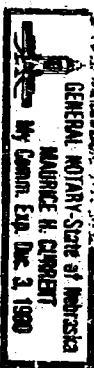
[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 9th day of May, 1990, before me, the undersigned, a Notary Public in and for said county, personally came Mark A. Meyer of JA-MAR, INC., and the identical person whose name is affixed to the above Modification Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

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

[Signature]
Notary Public

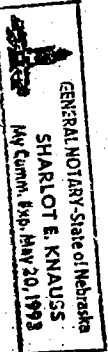


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 10th day of May, 1990, before me, the undersigned, a Notary Public in and for said county, personally came Craig R. & Jane R. Nordaker of COMMERCIAL FEDERAL MORTGAGE CORPORATION, to me personally known to be such officer and the identical person whose name is affixed to the above Modification Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

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

[Signature]
Notary Public



STATE OF NEBRASKA

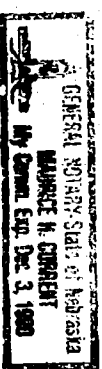
COUNTY OF Lincoln

SS.

On this 10th day of May, 1990, before me, the undersigned, a Notary Public in and for said county, personally came CRAIG R. NORDAKER, to me known to be the identical person whose name is affixed to the above Modification Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

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

Maurice J. Cusack
Notary Public



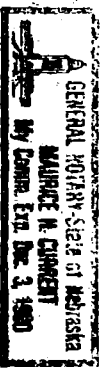
STATE OF NEBRASKA
COUNTY OF Lincoln

SS.

On this 10th day of May, 1990, before me, the undersigned, a Notary Public in and for said county, personally came JANE R. NORDAKER, to me known to be the identical person whose name is affixed to the above Modification Agreement, and acknowledged the execution thereof to be her voluntary act and deed.

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

Maurice J. Cusack
Notary Public



E. I. S. I. N. E. M. I.

45-436

FILED FOR RECORD 815-12 IN BOOK 45 OF New Recd 652
Vol. 2 Hillbels REGISTER OF DEEDS, SHERIFF COUNTY NEB.

THIS INSTRUMENT, made this 12 day of June, 19 72,
between Grantor, Robert Paul Hanson, a public corporation, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees,

WITNESSETH:

THAT HANSON, Grantor maintains and operates a recreation area known as Hanson's Lakes upon the following described real estate, to wit: The North-east Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and Government Lot Three (G.L.3) of Section Twenty-seven (27); together with that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-seven (27) and that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), as described in that certain Warranty Deed dated May 5, 1955, and recorded in the Register of Deeds Office, Sarpy County, Nebraska, in Book 141 at Page 434, all in Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska. An easement is required over said real estate to which it holds fee simple title, an easement is required over said real estate in favor of Grantees so that Grantees may construct and operate electric and telephone installations necessary to supply such services to this facility.

NOW THEREFORE, in consideration of the Grantees installing said utilities to serve said facility, the Grantor does hereby grant to the Grantees, their successors and assigns, a permanent license, easement and right of way with rights of ingress and egress thereto, to install, erect, lay, maintain, operate, repair, relay and remove at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the facility on the above described real estate, on, over, through, under and across, a strip of land sixteen feet (16') in width, being Eight feet (8') on each side of and parallel to facilities as constructed by Grantees.

TO HAVE AND TO HOLD said easement and right of way unto said Grantees, their successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantees in the possession and use thereof herein granted.

The Grantor and Grantees further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land where said utility installations are constructed, building, structure, or pipeline, except walks or driveways, and that it will not permit anyone else to do so.
 2. Grantees agree to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.
 3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantees shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs of construction, surveys, recording, and legal fees and other costs incurred.
- IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

C. S. EKOR, 1972
DATE 6-27-72
BY AK

APPROVED
BY AK & Miller DATE 7/20/72
BY E. C. [Signature] DATE 7/20/72

019470

45-436A

Forsell, Assistant
HANSON'S LAKES INCORPORATED, *President*
a Nebraska corporation

Richard E. Shaw
Secretary
Grantors
Ernest J. Quinn
Assistant

NORTHWESTERN BELL TELEPHONE COMPANY

Robert H. Wilson
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

ATTEST: *Robert H. Wilson*
ASSISTANT SECRETARY
Robert H. Wilson
District Engineer
Robert H. Wilson
Assistant General Manager

STATE OF Nebraska)
COUNTY OF Lincoln) ss

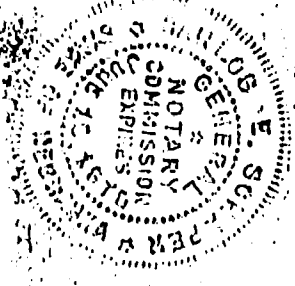
On this 12th day of June, 1922, before me the

Richard E. Shaw & Ernest J. Quinn
President of Hanson's Lakes *Incorporated*
Incorporated a Nebraska corporation

personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution to be his voluntary act and deed for the purpose therein expressed, and the voluntary act and deed of said corporation.
WITNESS my hand and Notarial Seal the date above written.

Ernest J. Quinn
Notary Public

My Commission expires on the 15th day of April, 1925.



Robert H. Wilson
ASSISTANT SECRETARY
ASSISTANT TREASURER

EASTMAN

4-175-

W. John N. Christlieb, Elizabeth B. Christlieb, Mark A. Meyer and Jacqueline A. Meyer of (agent for) the real estate described as follows: "Chick's Lake," located in the northwest quarter of southeast quarter, southwest quarter of northeast quarter, and southeast quarter of northwest quarter of section 26, T-15-S, R-17-E of the 6th P.M. Survey County, Nebraska

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, an easement, hereby grant to the District, to construct, operate and maintain its electric transmission lines, consisting of poles, wires, cables, fixtures, guys and anchors, together with the right to trim any trees, along said line(s) where necessary to secure clearance of at least twelve feet (12') for the wires.

The electric line(s) are to be located as herein described: District's facilities shall be located one foot (1') from and parallel to any front lot line. The intent is to place all facilities on private property, one foot (1') from any road right of way.

Grantor warrants and agrees that in the event any poles, wires or fixtures placed pursuant to this agreement, have to be relocated or removed for any reason within Grantor's control, Grantor(s) will assume and reimburse the District for the costs of such relocation or removal.

The Grantor also grants the OMAHA PUBLIC POWER DISTRICT power to extend to the Telephone Company the right to use jointly with the OMAHA PUBLIC POWER DISTRICT any pole placed pursuant to the provisions hereof.

The foregoing right is granted upon the express condition that the OMAHA PUBLIC POWER DISTRICT will assume liability for all damages to the above described property caused by said District's failure to use due care in its exercise of the granted right.

It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 2nd day of April 1969.

ATTEST:

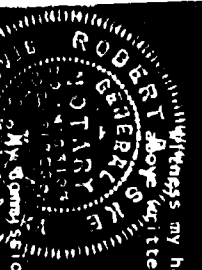
Grantors

STATE OF Nebraska)
COUNTY OF DeWey) SS

On this 2nd day of April, 1969, before me the undersigned, a Notary Public in and for said County and State, personally appeared John N. Christlieb

Elizabeth B. Christlieb personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



Robert A. Meyer
Notary Public

My Commission expires 12-29-72

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____, President of _____

_____ (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at _____ in said County the day and year last above written.

Notary Public

My Commission expires _____



Robert A. Meyer
Notary Public

My Commission expires 12-29-72

RECORDED IN BOOK 44 OF Trust Fee PAGE 175
Wanda Kumbert REGISTER OF DEEDS 1/25
4/12/69

EASEMENT

ENG. John M. Christlieb SURV. John M. Christlieb
CROSS-SECTION John M. Christlieb

THIS INSTRUMENT, made this 1st day of March, 19 22,
John M. Christlieb and Elizabeth B. Christlieb, husband and wife
between Mark A. Hoyer and Jacqueline A. Hoyer, husband and wife
~~hereinafter referred to as Grantor,~~ and DEWAL PUBLIC POWER DISTRICT, a public corpor-
ation, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively
referred to as Grantees.

WITNESSETH:

extending and operating an existing cabin
THAT WHEREAS, Grantor is in the process of ~~constructing~~ erecting a cabin
located upon the following described real estate, to-wit:

The Southeast Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$): Southeast Quarter
of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$): the Northeast Quarter of the Southwest
Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$)
of Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen
(13), East of the 6th P.M., Sarpy County, Nebraska and known as "Chris Lake."

FILED FOR RECORD 5:55 P.M. 8/10/22 IN BOOK 45 OF Maple River 625
AUSTIN OR DELIN, SHERIFF COUNTY NEB.

to which it holds fee simple title, and since it is not intended to dedicate any
streets, alleys, or public ways for public use, an easement is required over said
real estate in favor of Grantees so that Grantees may construct and operate electric
and telephone installations necessary to supply such services to this project.

NOW THEREFORE, in consideration of the Grantees installing said utilities to
serve the said project, the Grantor does hereby grant to the Grantees, their successors
and assigns, permanent licenses, easements and right of way to erect, lay, maintain,
operate, repair, relay and remove, at any time, service line, wires, cables, cross-
arms, guys and anchors, and other instrumentalities and to extend thereon wires for
the carrying and transmission of electric current for light, heat and power and for
the transmission of signals and sound of all kinds and the reception thereof, includ-
ing all services of the Grantees to the improvements on the above described real estate,
on, over, through, under and across, and at all times to enter upon, for said purposes,
all of the above described real estate, excepting those portions thereof which will be
occupied by ~~subdivisions~~ cabins and/or other structures, (the terms cabins shall not in-
clude adjacent walks, driveways, parking areas or streets).

TO HAVE AND TO HOLD said easement and right of way under said Grantees, their
successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and
will protect the Grantees in the possession and use thereof herein granted.

The Grantor and Grantees further covenant, promise and agree, for themselves,
their heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time erect,
construct, use or place on or below the surface of said land under which any such
utility installations or facilities associated therewith are constructed, any build-
ing, structure, or pipeline, except walks, streets, parking areas or driveways, and
that it will not permit anyone else to do so.
2. Grantees agree to restore the surface of the soil excavated for any purpose
hereunder, to the original contour thereof as near as may be and to repair or replace
the surface of any walks, streets, parking areas or driveways which may have been dis-
turbed for any purpose hereunder as near as may be. Such restorations, repair or re-
placement shall be performed as soon as may reasonably be possible to do so.

It is mutually agreed by and between the parties that Grantees may extend any
facilities constructed hereunder from which service to said project is accomplished
through and beyond said project for service to others beyond said project the same
as if said facilities were in dedicated streets, alleys or public ways.
3. It is mutually agreed by and between the parties that relocation of any
utility installation or appurtenance constructed hereunder requested by Grantor or
made necessary by a change of its development and construction of the project shall
be accomplished by Grantees if reasonably possible, but the expense of so doing to
be paid by Grantor, including costs on construction, surveys, recording and legal
fees and other costs incurred.

For # 016967

45-2641

IN WITNESS WHEREOF, the parties have caused this easement to be signed on
the day and year first above written.

John M. Christlieb
JOHN M. CHRISTLIEB

Mark A. Meyer
MARK A. MEYER

Elizabeth B. Christlieb
ELIZABETH B. CHRISTLIEB

By Jacqueline A. Meyer
JACQUELINE A. MEYER

[Signature]
ASSISTANT SECRETARY

BY [Signature]
ENGINEER

OMAHA PUBLIC POWER DISTRICT

ATTEST:
[Signature]
ASSISTANT SECRETARY

BY [Signature]
ASSISTANT GENERAL MANAGER

STATE OF NEBRASKA
COUNTY OF SARASOTA) ss.

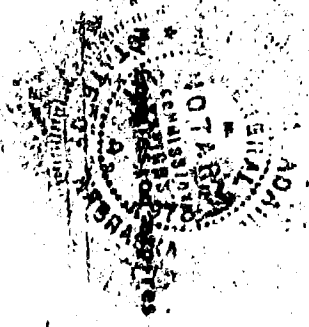
On this _____ day of _____, 1972, before me the under-

signed, a Notary Public in and for said County and State, personally appeared _____
John M. Christlieb and Elizabeth B. Christlieb, husband and wife, and

Mark A. Meyer and Jacqueline A. Meyer, husband and wife
personally to me known to be the identical person (s) who signed the foregoing instru-
ment and who acknowledged the execution thereof to be their voluntary act and deed
for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

[Signature]
Notary Public



[Signature] on the _____, 1972.

C. S. ENGR. [Signature]
DATE 3-13-72
DATE ENGR. 3/14/72

APPROVED

[Signature]
ENR 248 72266
3-15-72

LEGAL DEPT. [Signature]
DATE 3/14/72

ASST. DEPT. [Signature]
DATE 3/20/72