THE STATE OF THE S 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. 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 (%) line a distance of 2156.2 feet to an iron along the Quarter Ouarter 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 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 Harley E. Hanson and Dasie D. Hanson, husband and wife Northeast Quarter of the Southwest Quarter (NE\SW\) 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. Incorporated, a corporation organized and operating under the laws of the State of Nebraska are one or more, the following described real property in TE OF NEBRASKA, County of County Clerk or Register of Deeds resorded in Deed Record 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 m ved from grantee, does grant, bargain, sell, convey and confirm unto mideration of Sixty Thousand Dollars (\$60,000) 5th known to me to be the identical person or persons who signed the foregoing instrument and arknowledged the execution thereof to be his, her or their voluntary act and deed. Witness my hand and noturial seal on . Ву. Refore me, a notary public qualified for said county, personally came WARRANTY DEED | \$66 Deputy County Clerk or Deputy Register of Deeds Custer My commission expires The Water A we Terrie May 5, 1965 January NEBRASKA DOCUMENTARY STAMP TAX L# 15.69 p. 11. Hanson's Lakes JUN 4 1969 BYSKE ... 19 69

2.2 Approved by Nebraska State Bar Association

4912 Folian & Wolf Co., Lincola, Nebr.

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description continued --

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pin at the toe of the dike; thence going in a Westerly direction along and going 140.14 feet to an iron pin; thence making an interior angle of 88 degrees 42 minutes 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 feet to an iron pin at the toe of the dike; thence making an exterior angle of 177 degrees 31 minutes and going interior angle of 185 degrees 31 minutes and going a distance of 186.88 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 186.88 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 iron pin on top of the bank of the Platte River; thence making an exterior 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 34 minutes and going 313.3 feet to an iron pin on top of the bank of and going 23.3 feet to an iron pin on top of the bank of the Platte River; thence making an exterior angle of 164 degrees 38 minutes for the Platte River a distance of 42.0 feet to an iron pin; thence of 609.5 feet to an iron pin on top of the bank of the bank of the Platte River and going 23.3 feet to an iron pin on top of the bank of the bank of the pin top of the bank of the ba 36 minutes

















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REGISTER OF DEEDS

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QUITCLAIM DEED

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 8 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" $^{\prime\prime}$

Subject to easements and restrictions of record

Executed this $\frac{2}{2}$ day of March, 1999

ATTEST:

THE UNIVERSITY OF NEBRASKA FOUNDATION, a Nebraska nonprofit

State of Nebraska

County of Lancaster

) ss.

corporation, Grantor

Ву. :-Title: France

The foregoing instrument was acknowledged before me on the A 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.

Notary Public

99-10309A

Exhibit "A"

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

THE PROPERTY HEREON DESCRIBED IS INTENDED TO INCLIDE THE SOUTH
LEVEE, TOE OF LEVEE TO TOE OF LEVEE, ROOM 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 APPURTMANCES
ASSOCIATED WITH THE LEVEE, AND ENGWHEN OF THE CONTRIBE OF THE
BOUNDATION, THE CENTER LINE OF SAID LEVEE IS DESCRIBED AS POLLOWS:
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 25, T13 H, HANSON CLAKES, AS
PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA, SAID LOT 213 IS
ASSUMED TO BEAK NI5°34°09°B) 7.65 EEFT TO THE INTERSTLING OF SAID LOT 213 IS
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HILL-FARRELL ASSOCIATES, INC. 1008 LINCOLN ROAD BELLEVUE, NE 68005 402-291-6100 AUGUST 28, 1998

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REGISTER OF PARTS

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

Executed this 21. M day of Qual 86 The University of Nebraska Foundation, A Nebraska nonprofit corporation 19<u>25</u>.

County of Lancaster State of Nebraska) ss.

The foregoing instrument was acknowledged before me on this 26th day of hirach and Daniki I Morin the Esoc. Use Reveiled and and Astr. Cene Alexand, respectively, of the Friends of Nebraska Foundation, a Nebraska nonprofit corporation, or bright of said corporation. Stewenberg

NEBRASKA DOCUMENTARY

Thomas E.

JUN 27 1985 BY.

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PARTNERSHIP QUITCIAIM DEED

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

Jots 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.

HANSON'S LAKES LIMITED

John R. Hanson

STATE OF NEBRASKA) ss.

was acknowledged before me on Partner (Mc. 100), Partner

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CORPORATION WARRANTY DEED

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

Northeast Quarter of the Southwest Quarter (NEASWA)

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.

utes 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 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 131 degrees 00 minutes and going a distance of 1315.42 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 t of land starting at an iron f the Quarter corner on the y road; t] an int ng 140. fee cth, south to app.

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nce going in a South to quarter (12) line a con pin at the toe of erly direction along to an iron pin to Ran h t d e ji iron degreetoe of the dike; toe of the toe of along the toe of 88 degrees 42 is 20 minutes and le toe of the dike; degrees 03 minn 1318.5 feet side of Secate 6. H of Sec-the 6th dirminand 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 along the approximate center of the county road to an iron pin; thence going a distance of 238.8 feet to an iron pin; thence going a distance of 238.7 feet along the approximate center of the county road a distance of 239.7 feet along the approximate center of the south half (Sh) of Sections 27 and 28, Township 13 North, Range 13 East, Sarpy County, Nebraska and containing 142.96 acres more or less. iron pin an ees an iron thing an interche bayou; thence make going 396:0 feet to the bayou; thence make going the bayou; the bank of the b nutes and going a in on top of the erior angle of I feet to an iron fen e bank or 177 degrees n pin on top n interior 334.0 feet center all being Township

longing unto the grantee and to grantee's heirs and assigns forwith all tenements, hereditaments and appurtenances thereto be-To have and to hold the above described premises together

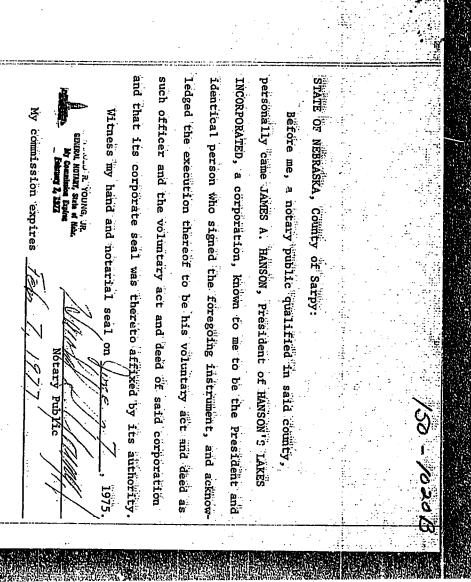
defend the title to said premises against the lawful claims of authority to convey the same; and that grantor warrants and will tions of record, if any, that grantor has good right and lawful covenant with the grantee and with grantee's heirs and assigns all persons whosoever. free from encumbrance except,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

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

June , 19

HANSON'S LAKES INCORPORATED

President







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

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; the dike; thence going in a Southerly direction along the Quarter Quarter (\frac{1}{4}\) line a distance of 2166.2 feet to an iron pin at the toe of the dike; thence going in a Westerly direction along the duarter (\frac{1}{4}\) line a distance of 2166.2 feet to an iron pin at the toe of the dike making an interior angle of 38°42' and going 140.14 feet to an iron pin at the toe of the dike; thence making an interior angle of 18°20' and going 140.14 feet of 18°57,30 feet to an iron pin at the toe of the dike; thence making an interior angle of 18°53' and going a distance of 16°5,45 feet to an iron pin at the toe of the dike; thence making an interior angle of 18°53' and going a distance of 16°5,45 feet to an iron pin at the toe of the dike; thence making an interior angle of 18°50' and going a distance of 92.40 feet to an iron pin at the toe of the dike; thence making an arterior angle of 13°0' 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 13°0' and going a distance of 31°5.42 feet to an iron pin on the top of the bank of the platte River; thence making an interior angle of 13°0' and going a distance of 31°5.42 feet to an iron pin on the top of the bank of the platte River; thence making an arterior angle of 13°0' and going a distance of 31°5.42 feet to an iron pin on top of the bank of the Platte River; thence making an arterior angle of 16°53' and going a interior angle of 12°0' and going a distance of 60°5.5 feet to an iron pin on top of the bank of the Platte River; thence making an interior angle of 12°0' and going a distance of 60°5.5 feet to an iron pin on top of the bank of the b thence making

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

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

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

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

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

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

Signed this THE RESERVE OF THE PARTY OF THE 27 day of August, 1959.

LYMAN-RICHET SAND & GRAVEL CORPORATION

Ву_

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REGISTER OF DEEDS

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QUIT-CLAIM DEED

THIS INDENTURE, made this 13 day of Coul 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 lead to which

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 thereunto 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 Monnell

Property Distribution Officer

STATE OF Nebraska COUNTY OF Sarpy

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of

PEPL 2002, by Asbert Oilsonnel

My Commission Expires:

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Exhibit "A"

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

LEVEE, TOE OF LEVEE TO TOE OF LEVEE, FROM THE LAKES' SIDE (NORTH) TO THE LEVEE, TOE OF LEVEE TO TOE OF LEVEE, FROM THE LAKES' SIDE (NORTH) TO THE PLATTE RIVER SIDE (NORTH) THE LOWERS OF HER BOUNDARIES OF THE BOUNDARIES OF THE BOUNDARIES OF THE BOUNDARIES OF THE PROPERTIES OWNED BY THE UNIVERSITY OF NEBRASKA FOUNDATION. THE CENTER LAWE OF SAID LEVEE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ONE-HALF OF SECTION 28, TI 19, R 19 E OF THE 6" P.M. SARPY COUNTY, NEBRASKA, FAND LOT BEING LOCATED IN THE SOUTH ONE-HALF OF SECTION 28, TI 19, R 19 E OF THE 6" P.M. SARPY COUNTY, NEBRASKA, THENCE SOFOCTW (NEST LINE OF THE HANSON'S LAKES, AS PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA, SAID LOT 213 IS ASSUMED TO BEAK NISTA'OP'E) 7.65 FEET TO THE NITERSECTION OF THE CENTERLINE OF THE LEVEE AND THE WEST BOUNDARY LINE OF THE HANSON'S LAKES FINAL PLAT (SAID WEST BOUNDARY LINE ASSUMED TO BEAK NISTA'OP'E) BEGINNING, THENCE ALONG THE CENTER LINE OF THE TRANCE NISTA'OP'E AND BEING THE RODAT OF BEGINNING, THENCE ALONG THE CENTER LINE OF THE TRANCE NISTA'OP'E AS THE LEVEE AND THE FOLLOWING DESCRIBED COURSES.

NEST-17 HEINCE NISTA'OP'E AS THE FEIT, THENCE NISTA'OP'E SAID FEET; THENCE SAID FEET; THE

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

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LI SURVIVORSHIP WARRANTY DEED

SURVIVORSHIP WARRANTY DEED

, herein called the grantor whether one

One Dollar (\$1:00) and Other Valuable Consideration

received from grantees, does grant, bargain, sell convey and confirm unto MAURICE H. and JOYCE L. CURRENT

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

BEING PART OF TAX LOT F, LOGATES IN THE SE ANT SH 1/4'S OF SECTION 28, TLAN, RLEE OF LAND BEING PART OF TAX LOT F, LOGATES IN THE SE ANT SH 1/4'S OF SECTION 28, TLAN, RLEE OF THE KE CORNER OF OUT LOT 5 CHRIS LAKE, A PLATED AND RECORDE: SUBDIVISION LOGATE IN THE SE AND SH 1/4'S OF SECTION 28, TLAN, RLEE OF THE OF TAX THE NEE AND SH 1/4'S OF SECTION 28, TLAN, RLEE OF THE OF THE SE AND SH 1/4'S OF SECTION 28, TLAN, RLEE OF THE OF THE OF SATURED AS FOUNTY, NEERASKA; THENCE S 40' 21' 5." TO A POINT ON THE SHORE LINE OF HANSON SHORE LINE OF THE SHORE LINE OF HANSON SHORE LINE OF THE SHORE LINE OF AN EXTERNAL ALONG THE SHORE LINE OF AN EXTERNAL ORDER OF THE SHORE LINE OF AN EXTERNAL ALONG THE SHORE LINE OF AN EXTERNAL ORDER OF THE SHORE LINE OF AN EXTERNAL ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF A 25' ROAD AND UTILITY SASENEYT KNOWN AS OUT LOT J TO A POINT OF TEXTINING. THE ATOREMENT OF A 25' ROAD SHORE LINE OF HANSON'S LAKE #2 CHRISTLIED AS THAT PORTION OF TAX LOT F LOCATED BETWEEN SAID OUT LOT J ON THE SAST, SAID SOUTHERLY BOUNDARY OF OUT LOT J ON THE NORTH AND SAID SHORE LINE OF HANSON'S LAKE #2 CHRISTLIED 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 granter 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 sessed 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 detend the title to said premises against the lawful claims of all persons whomsever.

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 S

NEBRASKA DOCUMENTARY STAMP TAX 184 X STATE OF NEBRASKA 061 3 1 1980 , County of SARPY Elizahar B. Christon ohn Misseyl-

Before me, a notary public qualified for said county, personally came JOHN M. and ELIZABETH B. CHRISTLIEB

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.

A GENERAL NOTEN Scrie of Nebraska MARIK A. MIZVER MARIK A. MIZVER M/ Cham Big. Doc. 13, 1917

Witness my hand and notarial seal on ...

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Notary Public

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SARPY COUNTY REGISTER OF DEEDS 1210 GOLDEN GATE DRIVE, STE 1109 PAPILLION, NE 68046-2895 402-593-5773

SCRoD Form 1, Dated 09/27/2002

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QUIT-CLAIM DEED

THIS INDENTURE, made this day of altry 2004, by and between

Betty Lake Association, Inc., herein after referre 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 load to with

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 thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and cl 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

Botty Lake Association, Inc.

STATE OF Nebraska COUNTY OF Sarpy United

THE FOREGOING INSTRUMENT was acknowledged before me this 1 day of

My Commission Expires: 10/31

GENERAL NOTARY - State of Nebraska
ERIN A. ELSTON
By Comm. Eq. Oct. 31, 2007

SECOND ANNUALINE TO AGREEMENT

This appearant made this 11 day of Augustanian 1957 on HARLEY E, MARSON and TASIE D. HARSON, husband and wife

First pertise; and LYAM BIGHT SAME & GAVEL CORPORATION,

second party, is as follows:

WHEREAS, the Harties hereto entered into a certain agreement dated becamber 11, 1954, absenced February 8, 1955
in-Book 18, Miscellaneous Records Page 187, Sarpy County, in
which second party agreed to sell to first parties a certain
tract of land of 142.96 actes in the Southeast Quarter (SEL)
of Section 28 and the West Half of the Southeast Quarter (SEL)
of Section 27, sill in Township Enirteen (13) Range Thirteen
(13) East of the 6th P.M., Sarpy County, Nebraska, as shown
on the plat attached to said Agreement, subject to certain
eassments and to assign a lease, all at the time that second
party completed the excavation and ramoval of sand and grave!
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 waid 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 so reflect said partial performance which Amendment to Agreement was recorded in a Book 22 Miscellaneous Records, Page 221, Sarpy County, and

Entered in Numerical inflat and Beophed in the Regular of Deeds office in Sarpy County, 14-1-1-16.

13. 22. 19. 602 in 12.61. M. Lither Ruff County Clerk. 3: 42.

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作品の情報の記録している。 では、100mmのでは、1 and removal of the sand and gravel deposits from the approxis deed conveying to first parties the approximate 42 scres of second party convey to them the next adjoining approximate NOW THEREFORE, in consideration of the premises and the mutual convenants and agreements of the parties hereinafter set forth, it is agreed as follows: eastern 30 acre parcel and first parties have requested that 42 acre tract without waiting for the completion of the parties have paid the second party an additional sum or first party simultaneously-with this Agreement a warranty set forth, it is agreed as follows: excavation on the balance of the tract as an additional part performance under the gaid agreement of December 11, 1954. purchase price of Seven Thousand One Hundred Forty-Eight (\$7,148.00) -Dollars. of said tract herefore conveyed to first parties and first purposes as described in Section 3 of said original agreement of December 11, 1954, and first parties hereby confirm said easement. parties to second party on the purchase of the entire tract \$2,100.00 ----- Dollars making total payments by said tract lying immediately wast of the eastern 30 acres direction across said parcel for railroad track and road easement 70 feet in width in a generally east and west \$7,148.00) Dollars.

2. That second party reserved in said deed a certain WHEREAS; second party has now completed the excepation 1 That second party has executed and delivered to Dollars to date against the total

42 acre parcel or the remainder of the original tract to be hereafter conveyed to first parties when completely excavere operation waste the unusable same and other products onto the said remaining postion on the west, may in connection with such gravel deposits from the balance of the original tract and not onveyed to first parties and from any tract It is also understood and agreed that second party It is understood and agreed that second party in completely excaveted which adjoins

新的事品 新教育 100gg

- 42 acre tract the rent on which has been paid to August 16,
 5. This agreement shall be binding upon and inure to August 16, 1967 at a rental of \$35.00 per year govering a second party to John Lorence dated August 16, 1947 and ending hereby assigns and transfers to first parties all of its rights under that certain lease given by predecessor in title of small parcel of ground adjoining the Platte River in the said
- the benefit of the first parties, their heirs, successors, and assigns, and to the second party, its successors and assigns:
- of May 15, 1956 shall remain in full force and effect. 6. Except as herein modified and amended the Agreement f December 11, 1954 as amended by the Amendment to Agreement

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

D. Hanson First Parties

Art. Lit

SAND & GRAVET CORPORATION

Secretary Second Party

NOSWE T SEE TO THE MOSTAL TO THE PARTS OF T HANSON, husbend and wife December, 1954,

PARTIES, AND LYMAN-EIGHEY SAND & GRAVEL CORPORATION

second party is as follows:

Purchase then second party has completed the excavation thereof of Section 27, both in Township 13 Range 13, East of the of the of the of the of the of the office states and the farties desire to WHEREAS Second party owns a trant of land of Hi2.96 sores, shewn on the attached plat, in the Southeast Quarter (Seq) of section 28, and the West Half (Wg) of the Southwest Quarter (Swg)

of the Southwest Quarter (SHT) and boverment Lot Three Hebraska, Milon Baroel adjoins the second party is tract on the both in Section 27, Township 13, Hange 13, Sarpy County, whire it is parties our the Northeast Quarter (NE.)

ary 1, 1950, and recorded February 11, 1950, at Book 11, Miscellaneous Records, page 294, Sarpy County, which essembit, as
amended, the parties are distrous of further amending.

WOS PERMETORIS, in consideration of the premises and mittal
covenants and agreements, that the parties hereinafter set forth. page 247, Sarpy County, and an amendment interest, dated Januand recorded november 11, 1919 in Book 11, Hiscellaneous Records, to second party an easement across the ir Pare Parties, maer date or March 5, 1915, gave property above described

Lt is agreed as follows:

The second secon buy the 142.96.sores of Maid in the Southeast Quarter (SE) of Section 28, and the west Hair (Wa) of the Southeast Quarter (SW4).

ははは

Seven Thomsand One Hundred Forty events Dollars (\$7,348.00)

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 direct parties without inverest It.

18 understood that there is presently outstanding a lease room the predecessors in title of second party, to John Lorence dated August 16, 1947 and conding August 16, 1967 at a rental of \$35.00 per year, opvering 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 of Sention 27, Township 13 Bange 13 East of the 6th F.M.
Sarpy County, Nebrasia, as shown the Affabrid pint at a
Price of Fifty Dollars (\$50.00) per acre of a notal pride of

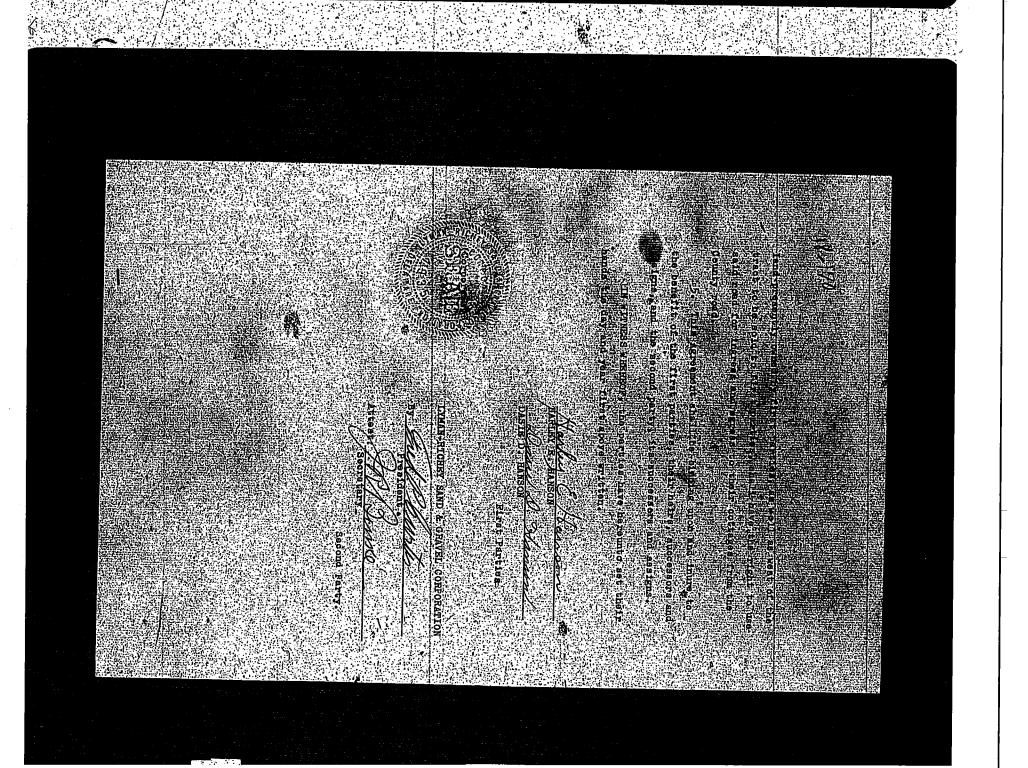
grange deposits from the ground to be conveyed livered and the balance of the purchase price paid when second party has completed the excavation and removation the sand and The above described Deed and Assignment of Lesse shall be

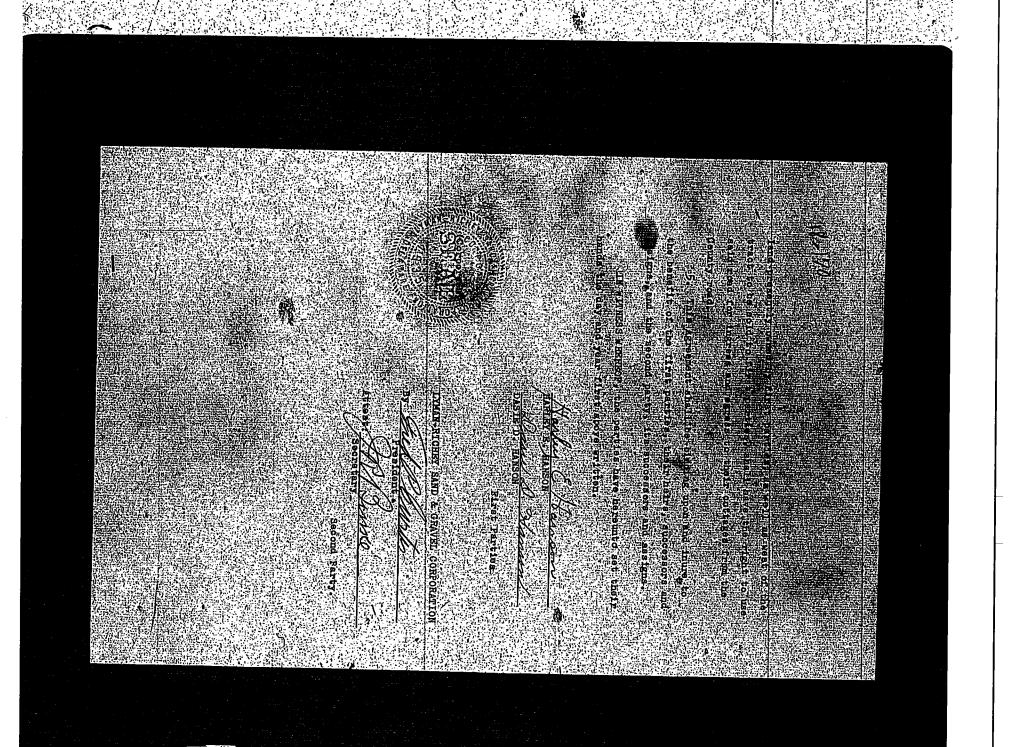
second party free and clear of liens and encumbrances, but subessement hereinsiter described their attorney abatract or title showing merchantealle title in Deed, and second party agrees to deliver to Trat parties on The conveyance of said tract shall be by Warranty

width thereof from fifty (50) feet to seventy (70) feet being executed a further amendment to daid easement increasing the dated January 1, 1950, fifty (50) feet in width, running east and west across first parties; property in the Northeast Quarter (Sw.) and Government County Nebrasias and simultaneously with this Agreement Lot Three (3), all in Section 27, Township 13, Hange 13, Sarpy easement, dated March 5, 1945, and amended by an Agreement As previously described, the second party has an 880

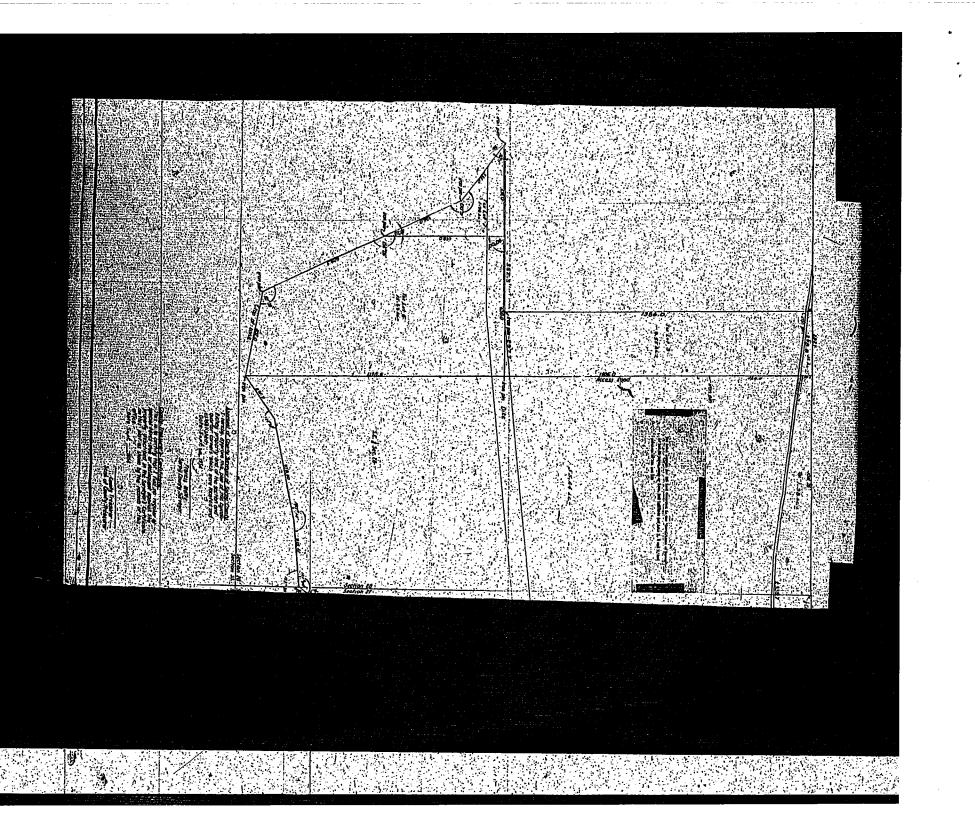
Tivery of the Beed showe described, to the tract to be sold by second party to first parties, second party day reserve therein as easement previously (70) reet in width from the wast and of the easement previously forered to on lies parties property, and thence running west as indicated on the attached plat scross in carrying on its operations on property to the west of that to be conveyed and shall be part of the the consideration for the ment, covering the same to second party, second party to have the right to assign or grant a sub essent with respect to any part or all of said essenent. The essenght shall be for both railway and roadway purposes for the benefit of second party the tract herein to be conveyed following the course presently compled by the restroach track and road or at request of second Party first parties will at said time execute an essement spree Eventy-three [23] rest south of the senter line of the railroad track as 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 delimited in addition of the delimited that at the time of the delimited in the content of the c

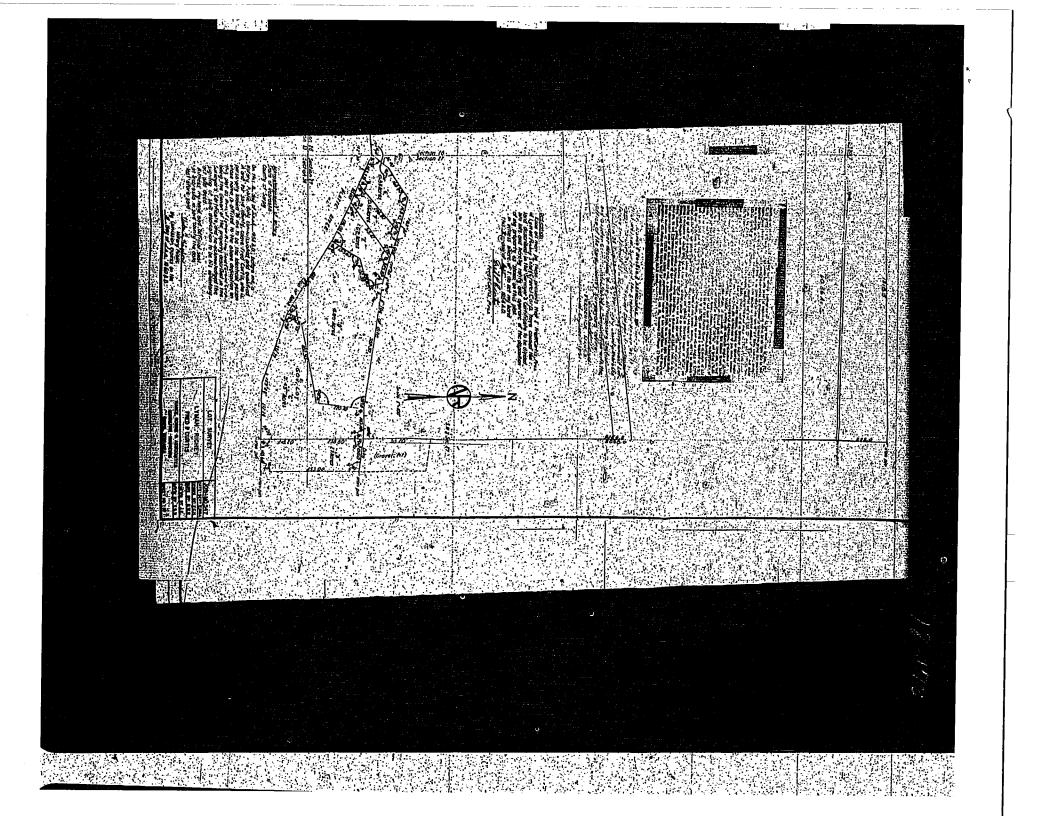
Fire parties and first parties agree that the owners of got-Dr. Sullivan and Gus Nelson ground along the Platte River, now owned by second party, but being sold off the prottage sites, the previous described road being on the property camed by road near the center line of Section 27, above referred to 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 grow the cottages on the former There is presently a road running south from the county





COUNTY OF LAND AND A COUNTY OF STATE OF MEBRASKA) SS Hitness my hand and notarial boal the date last alone Witness my hand and notarial seal the date hast arone





CORPORATION WARRANTY DEED





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

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 pln in the approximate center of the county road; thence going in a Southerly direction along the Quarter Quarter (\$\frac{1}{2}\$) line a distance of 2156.2 feet to an iron pln at the toe of the dike; thence going in a Westerly direction along the Quarter Quarter to an iron pln; thence making an interior angle of 88°42° and going 140.14 feet to an iron pln at the toe of the dike; thence making an interior angle of 172°63° and going 125.79 feet to an iron pln 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 pln 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 pln at the toe of the dike; thence making an interior angle of 185°04° and going a distance of 92.40 feet to an iron pln at the toe of the dike; thence making an interior angle of 131°00° and going a distance of 92.40 feet to an iron pln on top of the bank of the Platte River; thence making an interior angle of 131°00° and going a distance of 92.40 feet to an iron pln on top of the bank of the Platte River; thence making an interior angle of 186°36° and going a distance of 186°30 feet to an iron pln on top of the bank of the Platte River; thence making an arterior angle of 168°36° and going a distance of 186°36° and going the top of the bank of the platte River; thence making an arterior angle of 168°36° and going and the bank of the bank of the bank of the platte River; thence making an interior angle of 168°36° and going an interior angle of 169°36° and going a distance of 609.5° the bank of the bank Starting at an iru-

icul index and Karredrei in the Register of Oceds after o gt 1952 a) Le A. M., Ender Kell, County Circle

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 pit thence going a distance of 2339.7 feet along the approximate center of the county road to the peint of beginning, all being in the South Half (Sg) of Sections 27 and 28, Township 13 North, Range 13 East, Sarpy County, Nebraska and containing 142.96 acres more or less. the approximate to an iron pin;

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

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

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

95-336

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

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

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

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

said premises against the lawful claims of all persons whomsever. to be executed by its President and its corporate seal to be That Grantor does hereby covenant to warrant and defend the IN WITNESS WEEREOF the said Grantor has caused this instrument

affixed hereto.

Signed this 27 day of August, 1959.

LYMAN-RICHEY SAND & GRAVEL CORPORATION

By Tis President

S

ma 2531 Call a History RECEITER OF DECK, SUMY COUNTY, VEH

QUITCLAIM DEED

JOHN M. CHRISTILES and ELIZABETH B. CHRISTLES, 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 do hereby convey and Huitclaim 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, Nebras. Nebraska

- £ The Southwest Quarter (SW 1/4) of the Northeast (NE 1/4); and Quarter
- (2) The Southeast Quarter (NW 1/4); and (SE 1/4) of the Northwest Quarter
- (3) The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); and
- Northwest Quarter (NW 1/4) of the Southeast Quarter 1/4); and
- All lands owned by the undersigned in the Southwest Charter (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," "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 Wortheast 1/4 of the Wortheast 1/4 of the Section 28, 18 North; range 13 hast shall be subject in any eyent to testifications and reverter which is set forth on Exhibit a which thereof by reference.

signed this 13th day of February 1981.

Elizabeth B. Christiteb John M. 2 Christileb

COUNTY OF SARPY STATE OF NEBRASKA) ss.

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

Motary Public

My commission expires

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EXHIBIT A

Attached to and Made a Part of the Quitclaim Deed 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 Southwest 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 still 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, removation, 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 water the constructures are replaced at the University of water the constructures and roadways that exist at the time of the death of the last surviving grantor.
- In University of Nebraska Foundation shall have complete control over, possession of, and access to the premises and may obstruct or repair fences or other obstacles to control access to the premises without limiting the generality of the premises to the premises or without limiting the generality of the foregoing restrictions on the premises for students and other and willize improvements on the premises for students and other the use of the premises consistent with educational purposes, without the coregoing 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 Foundation or some designated instrumentality of the University of Nebraska Foundation or some designated of his death; but in the event of such repertions, to be determined by the District Court of Sarry County, title to the premises shall revert of his death; but in the event of such reversion, the takers in appearance in the foregoing restrictions.

 5. This tract shall be known as the "John M. and Elizabeth B. Christileb Nature Area."

 Christileb Nature Area."

SUPPLEMENTAL QUITCIAIN 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 23, Township 13 North, Range 13 Fast 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 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 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 MALUABLE CONSIDERATION, the undersigned, ELIZABETH B. CHRISTLIEB, is Grantor, being a surviving joint tenant and a single person, does hereby convey and quitolaim 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 (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 Outclaim 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 77.7 day of October 1981.

STATE OF NEBRASKA)

> Elizabeth B. Christieb

The The COUNTY OF SARPY Si .

foregoing instrument was acknowledged before ingle person.

A GENERAL HOTZEYY State of Newschart

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Public Public

Commission expires

NEBRASKA DOCUMENTARY
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REGISTER OF DEEDS J. Mouding

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.

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

Executed this day of November, 1997.

DAKOTA TITLE & ESCROW CO.

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

By:

Title:

Theamen

) ss.

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me on the <u>/O</u> day of November, 1997 by <u>Nanuel N-Marce</u>, the <u>U.P. //waseether</u>, of the University of Nebraska Foundation, a Nebraska nonprofit corporation, on behalf of said corporation.

GENERAL NOTARY State of Nebraska LINDA M. DAIKER

My Comm. Exp. July 25, 1998

S

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.

רז סנד Tots 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)

EASEMENT

between ELIZABETH ChRISTLIEB LINDAIN, as Grantor, and JOYCE CURRENT, husband and wife, as Grantees EASEMENT granted this. 25TH day of and MAURICE CURRENT 946457

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

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

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

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

	REGISTER OF DEED'S	1657 JUN -2 AN II: 30	1847 Col.	FILES VARIOUS AND	Easement to run with the faile owner by the civilizes:
09469	Jayee Current Grantee	Maurice Current Grantee	{	Chicketh Christlieb Sindain	אופני הא רווכ מומווכרנה:

60-18477

STATE OF NEBRASKA)

COUNTY OF SARPY

On this day signed, a Notary Public i CHRISTLIEB LINDAIN, to me name is affixed to the all the execution of the same therein expressed. the purpose

A SERVIL WITHTY State of Harman JOHN E. RICE Hy Cara Cap Let 4 (102)

Notary Public

No.

EASEMENT

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

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

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 of Section 28, Township 13, Range 13, Sarpy County, Nebraska, and

WHEREAS, the (the Grantees desire to confirm their right Ç use the

NOW, THEREFORE, the Grantor does hereby graeasement for recreational use of that part of Haknown as the Christlieb section. Such recreation types of recreation, but not necessarily limited types of fishing, etc. Such use shall be in convirues promulgated generally for residents of Chracess to the lake. loes hereby grant to the Grantees an hat part of Hanson's Lake No. 2 sometimes Such recreational use shall include all searily limited to, beating, water skiing, shall be in compliance with all safety esidents of Chris Lake Subdivision having

Easement to run with the land owned by the Grantees.

UNIVERSITY OF NEBRASKA FOUNDATION

Grantor

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TWOWN

Grantees

REGISTER OF DEEDS

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STATE OF NEBRASKA 88

COUNTY OF LANCASTER

on this It day of Aptended, a Notary Public in and for said county, personally came [Innothy 2. The It.], Occ. President of the UNIVERSITY OF NEBRASKA FOUNDATION, known to me to be the dange 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.

Sacker

Figned, a Notary Public 7 3 FW SARPY REGISTER OF DEEDS to be the identical person(s) who signed the foregoing through edged the execution to be with voluntary act and the chiral appressed, and the voluntary act and does of said therein expressed. Freeze and the voluntary act and dood of said NORTHWESTLAW BELL TELEPHONE COMPANY NIA PUBLIC POWER DISTRICT FAX XO.

1 -95 FRI 12:39 ON SAFOY FEGISTER OF DEEDS herein 3. It is multially expect by and happing the parties that rolocating this in the parties that rolocating shall be exercisitable by appreciating constructly massible, but the expectable of the doy and year first east withten. The bareless have a work of the bareless has been a work THAY WRITING, wromen maintains and operates a recreation area known as ansan's loken upon the following described rank estate, to wit: The Worths as Quarter of the Southwest Quarter (HELSUL) and Government Lot Three (Q.U.3) for Section Twenty-seven (27); together with that part of the Southwest Quarter (SE) of Section Twenty-seven (27) and that part of the Southwest Quarter (SE) for Section Twenty-weight (28); At described in that curtain Warranty Bend dated as y 5, 1955, and recorded in the Register of Bende Office, Sarpy County, Nebrasks as 5, 1955, and recorded in the Register of Bende Office, Sarpy County, Nebrasks as the fit of the fith File, Sarpy County, Hubraska (13) North, Range Thirteen (13) as to the fith File, Sarpy County, Hubraska and operate electric and telemone installations nacesnary to supply such services to this fadility. IN THEREFORE, in consideration of the Grantees fragaling said utilities to serve lid facility, the Granter does hereby grant to the Grantees; their successors and right, a permanent iforms, desenant and right of way with rights of ingress and rest thereto, to instable eract, lay, maintain, operate, repair, relay and fomove, any time, service time, poles, wires, cables, crossands, guys and anchors and her instrumentalities and to extend through wires for the transmission of signals electric current for tests, heat and power and for the transmission of signals of sound of all kinds and the recention thereof, including all services of the carries to the final action of signals are the transmission of signals are the first of the carries of the carries to the first line statement of a state of and parallel to facilities as constructed by Grantees. Grantor covenants that it has protect the Grantees in the p The Granter and Grantess further. heirs, successors and assigns, a Grantor, its successors or essigns, agree, use or place on or below the surface or below the surface of boulding, singleton, and that it will not parmit anyone also SELL TRIFFFONE CONFANY removed s good and lawfur little to said rool estate and possession and use thereof herein granted of themselves. L S E H E S T ON MY e that it will at no time erect. I send lead where south utility of or pipaline, except works or a to do sor

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HANSON and DASIE D. HANSON, humband and princ, their bear major and assigns.

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Champto fictions

Jame Chie Wilest

NEBRASKA NEBRASKA

County of SARPY

RE IT REMEMBERED, that on this 4th day of November 1962, before me, the undersigned, a Metary Public in and for said County and State, personally appeared the within named LAURA ALIGE 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 asknowledged to me that they executed the same freely and voluntarily.

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

THE WAY OF THE PARTY OF THE PAR

34-0 1568

PERMANENT EASEMENT

s. Mar Johns

e on the // day of January, 1994 by and F NEBRASKA FOUNDATION, Trustee, Grantor and TRICT #101, Grantee.

in rrust to a cer County, Nebraska und 1980 by and between of Nebraska Foundation, Trustee. real estate more particularly by rrust 40 the Grantor represents that certain under tain parcel of real estate located in Sarpy der a Revocable Trust Agreement dated April 14, John M. Christlieb, Grantor and the University ion, Trustee. Said Trust includes the parcel of rticularly bounded and described as follows: it presently holds

part of the South One-Half of of the 6th P.M., Sarpy Counfollows: Beginning at the no (A.K.A. the west corner of Ouplatted and recorded, Sarpy Country (Assumed Bearing) al N64° beginning. west boundary of thence south ° 06'04 line 875° the South One-Half of Section 28, T 13 N, R 13 E 6th P.M., Sarpy County, Nebraska, described as: Beginning at the northwest corner of Outlot 26 the west corner of Outlot 14), Hanson's Lakes, as and recorded, Sarpy County, Nebraska, thence S23° (Assumed Bearing) along a line perpendicular to the corner of Said Outlot 14, for 27.22 Feet; thence 1th line of Said Outlot 14, for 27.22 Feet; thence (Assumed Bearing) along a line perpendicular to line of said Outlot 14, for 27.22 Feet; thence 04"W 150.00 Feet; Thence N25° 53'56"E 67.10 feet; S75° 46'16"E 81.37 feet to the west line of the y of Hanson's Lakes Final Plat; thence along said ne S24° 57'26"E 89.27 feet to the point of

permanent WHEREAS, cul-de-sac. the Grantee desires ç use said property as ρ

therefore it p; mutually agreed as follows:

property Grantee The Ø described Grantor does permanent above easement hereby grant, for use assign, **8** ø and cul-de-sac set over of 40 the the

the full Except use **8** and enjoyment of herein granted, the the property. Grantor shall continue 0 have

any enj occupancy yment claim Grantee С f 0 H and possession the damages property and shall hold the Grantor shall t 0 bear person or thereof full by the premises responsibility Grantee resulting for harmless from the the use from use, and

have and to hold the said easement unto the Grantee

To the same of the

94-01568 A

unto its successors and assigns forever.

WITNESS WHEREOF, the parties hereto have duly executed

this Agreement.

Correction 62 NAF 45 PH 2: 52 1.7 (TERS (1). (2): (2):

> For foundation, 臼 Grantor NEBRASKA

SID #101, Grantee

BY: SID #101 XI President

STATE COUNTY OĦ, of Lawase ss. NEBRASKĄ)

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

SUBSCRIBED and sworn to before day of f

A GENERAL WOTARY-State of Achresia LINDA J. McQUISTON My Comm. Exp. May 9, 1994

STATE

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NEBRASKA)

) ss

COUNTY OF DOUGLAS)

Notary

Spe THE ST Verify D.E. Proof. $\widetilde{\circ}$ O (V

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 1999/ 1993/ In sworn ţ before Ħe this day 0f

Notary/Public

KNOW ALL MEN BY THESE PHESENTS:

SHEILA [xj SCARBORCUGH, Э single person

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9 211232 Sar of (\$82,500.00 County, before the delivery of these Eighty State of. Iwo Nebraska Thousand Five party. 63 CRAIG Hundred of the first part, for and in þζ ال ان ان NORDAKER no/100 and

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administrators, parties presents do grent and of the second part. convey anto Hic jollozuing receipt subcreef is Lerchy pins described parties personal property, to-wite of the acksondeliged, second 1.11.6

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right, between right, Chris I East o and intere surveyed, vordur of the placed Knowi ήņ С Н dommon with common ements sit; 6th ς τ† the non with Lake ted said : e said and h others Lake Lot subdivision, recorded, inc Lot 75, and in Lessee to por others, to in Section including, others, to Sarpy Chris County, d including 28, ' including Lake Nebraska and occupy Township 13 Sarpy limited e all and ខ្មាំពាម County ne buil and รับบ่ ivision, usc che North ် ၁၂ ၁၂ CO idings ល Machan Jake Jake ogn M icn own situated beile. (ħ попекс びばが improve p: or Ldings Ω Ω lus ī.ve

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My Conunission expires theday of	Witness my hand and Notarial Seal the day and year last chove evition. Notary F.	his, her or their voluntary act and dead.	affixed to the foregoing instrument and acknowledged the execution thereof to be	to me known to be the identical person or persons whose man	in said county, personally cause.	me, the undersigned a Notary Public, duly commissioned and qualified for	On thisdoy of to force
day of	tarial Seal the day and year last above ' ritten. Votary Fublic		acknowledged the execution	or persons whose name	-	lie, duly committioned and	IÇ
	ye i ritton. Wotary Fubli		: thereof to be	or names are		qualified for	o before

DANOIA TILL & ESCRETE CB. 17521

County Clerk.

Deputy.

Huffman and Felten & Wolf, Walton, Re. 68461

BILL OF SALE

WITH

Filed in Clerk's Office of said County the

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STATE OF.....

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presents do grant and convo-udministrators, and assigns, the second part, the receipt schercof is hereby and convey unto the said pure yed assigns, the following described Surjetianco Ci No

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NEBRASKA DOCUMENTARY

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My Comm. Exp. July 30, 1988 Witness my hand and Noturial Seed the day

...Cosmiy }

My Commission explicit line Buckley of

STATE OF

Pairtie

Huffman and Felian & Wolf, Walton, No. 68481

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In the event the taxes levied against the demised premises are not determined and billed on an individual in book on the governmental authority levying same, then, and in that event, the lessor shall pay all taxes levied and billed on an individual in book on the governmental authority levying same, then, and in that event, the lessor shall pay all taxes levied on ascassed spainst the land of which in ademised premises are apart, 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 guarter of the southeast quarter of section 28. Township i3 north, Range 13, east of the R.M., Sarpy County, Nebracks; thence, would 1,211.06 feet; thence, west 90 feet; thence, north 60 degrees west 1050 feet; thence, North 86 degrees, 25 minutes west, 832.5 feet, more criters, for graint on the west time of existing county road; thence, southeast 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 to the point of beginning;

provided, however; that the lesse shall, an annual basis, reimburse the lessor in an amount to be determined and obtained and one of the advance of the following formula, to with the amount of laxes levied against the land above described and one on December 31, 1974, for any obtained and multiplying that difference by a fraction, the numerator of which shall be the number of lots lessed herein and the committed and multiplying that demised premises are determined and billed on an individual lot basis by the governmental authority levying same. The lates against the demised premises are determined and billed on an individual lot basis by the governmental authority levying same. The same is the demised premises are determined and billed on an individual lot basis by the governmental authority levying same. VI. MORTGAGES ON LEASEHOLD AND IMPROVEMENTS

The lessees shall have the right to mortgage their Isaschold interest and their lesschold inqurovements. The Lesson has access to notify Lesson of the name and address, including loan numbers, of any such mortgages and Lesson's covenant and agrees to notify and, mortgages of any default or breach of this lesser, such notice to be sent concurrently to the mortgages and the Lessee. The lesson agrees that the mortgages may cure any defaults of the lessees. All lessed lots shall be used only for residential purposes (not more than one single-family residence per lot), and tustage 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 tessor from maintaining an office for the conduct of its business with respect to lots retained by it.

Lessor from maintaining an office for the conduct of its business with respect to lots retained by it.

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 harmless from any loss or damage, or lary hose, and did the event that the Lessor shall be made a parry to any litigation growing out of the acts or omissions of the Lessee, his family, his guests, or invitess, then the Lesse shall pay all the costs and afformey's fees incurred by or against the Lessor, and shall pay any and all judgments which might be condered against the Lessor or Lessee and Lessor jointly in connection with such lightation. The limits of the Lesse's lability under this provision shall not exceed stopping. XII. REMOVAL OF LEASEHOLD IMPROVEMENTS

Lessee has the privilege to remove all improvements made by Lessee on said premises provided the same anaronan of before sixty (60) day 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. IV. ADJUSTMENTS TO REMT
The rent under this lease may be adjusted by the Lessor every five (5) years. The first such adjustment shall common cashing up shall be adjusted each five (5) years thereafter. The method to determine the adjustment shall be to increase or decrease but rent by equal to the percentage increase or decrease to the Consumer Price index (CPI) published by the Bursau of Labor Statistics of the Department of Labor. For this purpose the base shall be the index as it existed for April 1, 1975.

All improvements installed, erected or attached to the leased for proceeding existing and all future improvements. Note the Lesses. The annual rent for said premises shall be the sum of \$ 4.36 Mountains. Such som thall be paid in advance not year. If this lease is entered into on any date other than June I, the runt and any other charges, pursuant to Paragroom be proreted to June I, of the subsequent year. R. 111d Jane R. referred to as the "Lessee". The risk of loss for all leasehold improvements shall be the resplanments not less than \$100,000 per person and \$300,000 per acciden Should default be made by the Lessee in the payment of the rent herein called for, or any part thereof, when and as harein gravided. Or should seem make default in the performing, fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions, or receiver of any property of the Lessee be appointed in any suit or proceeding by any court, or should at trustee or receiver in pankruptcy receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the Rassand interest be level under execution, then and in any of such events the Lessor may; if the Lessor so desires, without demand of any kind of notice to Lessee or ly other person, at once declare this lease terminated, and the Lessor may re-enter said premises without any formal hartice or demand and hold only the same thenceforth as if these presents had not been made, without prejudice, however, to any right of account of the Lessee of respect to any breach by the Lessee of any of the covenawnts herein contained.

1X. 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 verben made by Lessor or his agent.

X. INCE DETERMINED rest and egress a cerfain, in common with other I This lease may be essigned by the Lessee. Lessee agrees to notify the Lessor, in writing, within 30 days after the currently agrees to notify the Sarpy County Assessor of the transfer of the leasehold interest. There shall be a see to Lessor for any assignment of this lease, provided, however, if the actual cost of Lessor for the transfer of ording or the like) shall exceed \$100, the Lessee shall pay the actual cost thereof.

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

LESSOR:

LESSOR: 1. PREMISES
Lessor hareby agroes to lease and Lessee hereby leases the following described property:
3204 Annabelle Drive, Omaha, Nebraska WITNESSETH: NSTRUMENT ATMES र है। Chris Lake, a subdivision as surveyed, plotted and recorded Surpy County, Nabraska tegentine with a ublically dedicated road set forth in said surveyed platted and recorded platt theoften with a lockets I lessees, the body of water, known as Chris Lake and the strip of land between the dedictor in platter. Nordaker ..? .n .n 84 Appenox 1990 Nyx, by and county, Nebraska (hereinatter referred of 3204 Annabelle Dr., (mssee XIII. INSURANCE responsibility of the Lesson, Lessee agrees to maintain Jane بر R. Nordaker C2 |--, 10 90 Omaha "Lesser") and une 1, 1978 and y a percentage e United States

onotice deals with the default sent/postage prepaid: registe of the Lessee The address of it e, such notice shall receipt requested. M e shall mean the addr sent to the address of Lessees monthage se shall mean the holder of the mosticar same is shown on the books and records of ne. Seid nation of default in against the Leasengie the Leasen.

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The Lesser spress that Lessor may form a non-profit corporation to be known as the Chris Lake Beach Club Association to a known as the Chris Lake Beach Club Association to a known as the Chris Lake Beach Club Association therewith the Lesser agrees of liability insurance and such other purposes on the Club on its members shall been nection therewith the Lesser agrees to execute any and all decruments, coversants and restrictions which may be necessariated and restrictions which may be necessariated and restrictions which may be necessariated and restrictions to leased, prevident, however, association for each tot leased, prevident, however, and to the seed to the seed agrees that he shall have three (3) votes for each for Lessor tos not leased, prevident, however, and there are no other written or ore luttlerstandings not of said tots have not resulted the parties and there are no other written or ore luttlerstandings not out.

XVII. SUPERSEDING PREVIOUS LEASES**

YII. SUPERSEDING PREVIOUS LEASES**

It is the intention of the parties here to that this lease shall supersede and nullify any loade entered into by the parties.

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nr. and "flessee" shall be taken to include a ms, and shall be 'aken in the plural sense w frued accordingly, repartless of the number HEREOF, the parties hereto have executed LESSOR: JA-MAR, INC. The parties of the pa on the parties hereto and their hairs, except trequires, and all pronouns used here ers, administrators, and referring to said

ter thereon. Trument in duplicate the day and year firs) written

TITLE:

STATE OF NEBRASKA COUNTY OF SARPY S

2874 day of MARCH 1990 1021 Notary Public, duly commission qualified for and

residing in said county, personally came <u>CLALB</u> N. INO. CONVERTIGE CONTROL TO THE COUNTY OF THE COU Nordaker and Jane 7 Nordaku inch known to be the indicated.

JIARY-State of Nebraska URICE H. CURRENT Tim. Exp. Dec. 3, 1530

Notary

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3rd

December

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STATE

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NEBRASKA

OF SARPY

9 personally came **#** above named Notary P Coalifica in

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name is affixed to the above Lease as What he had and and the voluntary act and deed of said corporation

Witness my hand and official seal at Sarpy County

Notary Public

3rd day December 90

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20 ESCHON

Carporation 7536400(

Warranty Deed, Vesting Entire Title in Survivor











ALL PARTIES REREGO, THAT IN THE FAUNT OF THE DEATH OF EITHER FF SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL

CRATEL LEASI

Omeha, Nebraska, hereinafter referred to as "Lessee" CORPORATION, with offices in after referred to as "Lessors" and LYMAN-E-CEST SAND CERISTEIN, presently tratment apar a limitare research and and assertion THIS AGREEMENT made as of Angust ****** the Omaha Hattonel en Gmana, Nebriske, 器を付金 ほしょうしょ

WHEREAS, Lessors own the fee simple title (free n 经证券基金金额证据:

■the Southmest Quarter (5階) and the Kortraes Quarter (6階) the purpose of excavating and removing said and gravel under lease the portion thereof bereinsfeer described to Lessee for The Sixth FW, in Sarpy County, Sebrasha, and Township Thirteen of the Southeast Quarter (82() clear of all encumbrances) to the Murchase Gasties subject to the terms and provisions bereinsfter set forch (13) Worth, fange Thirtees of Section Twenty-eight (38), (13) Saratta mar ias: of

gued and valuable consideration, it is agreed between the parties as folices; only promises and agreements hereinafter set forth and other NOW, THESEFORE, in consideration of the premises, the

(1400') South of the East and Test center line of and pasture land, said Easterly and Westerly live payor Sect line which as below or Zouth of the fenced line tions to said portion; lying South of a generally portion of the above-nescribed premises (including all score-Eastern extractly approximately Fourteen Suncred &c. Lessors do by these presents lesse to Lessee **基定等等 医压引**

- endar year with respect to which it is paid. whereof is hereby acknowledged, as a minimum guarauteed this Lease, or any extension thereof, continues, the (\$600.00) on January Lat, for each subsequent year to beginning January lat, 1987 and Six Eusdred Bollars advance of royalties as herein provided for the year (\$800.00) with the execution of this Agreement, reckipt treated as a minimum advance on royalty for the calshall pay the sum of Six Hundred Dollers
- grees to pay to lessors six cents (54) per ton for all grades of material excavated and removed by it from the equivalent of one and one-half (1-1) tons. ments are by the yard, each yard shall be treated as the tension thereof) by rail or track. leased presises during the term of the Lease (or any ex-(4) he royalty for the rights berein granted lesses There may such ship
- at Guzha, Webraska until notified to the contrary by ing and "emittances shall be sent by mail addressed to Lessons 380 76 ing, remit by check to Leasors the amount of royalties due as each south it will account to lessors for all grades of sand in such year credit under its minimum moved from said premises and as soos as it has used up the mouth from the leased prepiess and that it will use accredited and gravel by each such accounting as above described. to ascertain the asount of such sand and gravel so re lesses agrees that on or before the removed by rail or truck during thereafter, minultaneously with each such account advance on royalty (10,000 tons) the preceding twentieth of Less
- only for the purpose of excavating and removing To is further agreed that Leasee shall use sain

of and parallel to the boundary line to be surveyed and located as shows set out and to extend completely seroes seventy feet (70') wide and to be lecated immediately pasture-land, the easily eases above described hand below or South of the feaced farm and sent for a railroad and/or truck right-of-way across Leenors' shall have and is hereby granted a sole and exclusive easeand gravel therefrom, but it is likewise agreed that Lesses est and right-of-eny to be

located Test of the presides beyoin leased. from the Leasure' prep it gots from its adjoining land and as a man tion by railread, trank or other vehicle of such product as lesses may use said ensument and right-of-may for transports-After all sand and gravel has been excavated and res es to and from any land which Le arty as bereinbedore provided, the es say own or lease 19 **7 6 d**

issued, and Four Rundred Bollars (\$400.00) per year, adjusted, completion of excavation on the premises or property period hereinshove described, on Four Hundred Bollars (\$400.00) per year for the first five year tion for the use of anid ensement and right-of-way shall be pletion of the excavation on the leased property the co of excavation on the property herein leased; but with the comand its extension as bereianbeve previded until the completion and right-of-way is included in the consideration for the Lease years period for an additional five years for the annual rental of this lance but is hereby granted for a period of five years bereinafter stated, property with the option to the Leeges to extend such five commencing with the completion of exemption on the Les Mid execute and right-of-way is not confined to the term The commideration for the said enterest ensing, as stated, A TOTAL A LOOP

right-of-way, but not thereafter. by Louses for the removal of product from adjoining land. the Four Sundred Dellare (\$480.00) on January annually thereafter on the first day of the correspo leased and as seen as the right-of-way herein granted is following completion of escavation on the presises or property ment and right-of-way to be made on the first day of the month right-of-way, the first of said samual payments for such easetion thereof at the end of any endeeder year upon notice from years as hereinahers set forth, embject, herever, to tereinaequaliting 100 is competing the restal for the additional five by the United States De however, to the Purchasing Sweet of the Sollar as published the Lesses that it will no longer require such encount and th, so long as lesses exatiness to use said easesset and out of Con merce, uning, horever, 1.0 1556 11

- unexcavated areas with waste sand. leased premises and the Amos lake property without covering up the maximum utilisation of mand and gravel deposits on both the preparty. The purpose of this Agreement is to make possible the depositing of subsequent waste sand on the said Amos Iske a sufficient area on said Assoc Into land large enough premises hereis lessed until such time as Lessee has excavated the Best may deposit waste saind from such excavations upon the excavating the Amos iske land adjoining the leased presises on afford a place for deposit of further waste sand, Leeges in ares on the leased trast has been excavated mulficient to arising from its operations on the lossed p the leased premises on the East for the deposit of waste say lesses permitting the use of its own tract of land adjoining Lessors further agree that, is consideration of the renises until an to permit
- the leased premises with the necessary equipment, men, vehicles Lesses shall have the exclusive right to enter upon

material from said leased premises and to feace off such portion produce, screen, stembile and remove by truck or rail all and gravel therefrom and is hereby granted right to pump. son apparatus necessary for the production and removal of san ar portious of the lessed pre advantageous in carrying on its operations. stees from time to time as it may

- necessary to the carrying on of its operations and to build structed and maintain any power lines on the leased premises any residence over the leased presides for the ecudent of its operations. Legges shall have the right to construct or have con-
- shere drainage ditches e Lesses shall provide adequate drainage under bridges that lesses shall not be liable for fleeding occasioned by provide adequate drainage as herein set forth. absorue rainfall set reasonably attributable to failure to Ū, In conducting such excavation and removal operations pty, it being understood, herever,
- thereof, as the case may be. mix (6) months after the and any stockpiled material from the leased presises within 9 Lessee agrees that it will remove all of its equipment expiration of this Lease, or extension
- claims resulting from Lessee's operations on the said premises. suring both the Lessee and the Lessors' interest as against any policies of public limbility insurance so carried with respect will cause to be included Lessors as additional assureds on such amount of at least One Hundred Thousand Dollars (\$100,000), and Lease or extension thereof, public liability insurance to all operations of Lesses under this Lesse or extension, inbessee will continue to carry during the term of this to the
- paid with respect to 11. Laurers agree to keep all taxes and special assess the leased premises.

their beirs, deplicate originals as of the parties hereto shall be bisding on atabives, successors and the parties;

The Million Land

mental a called

THE RICHT AND & GRAPE COMPONENT

STATE OF MEDIAGEA)

Carting Of Mile had

STATE OF HEBRARIA)

On this signed, a Not came Fred P. Corporation, name is affix the execution such officer day of Rotary Public P. Curtis, Pronally of the the

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Saint C

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THE PARTY OF THE PARTY

nereline feer en-Atloiney Same & Gravel Corm, with offices in the Omein Mattern, Dank Building, d his wife, Klinabeth & Qualta, Mabragia, hereinafter referred to as "Leasee." to the g in Camba, Mebrasia, or or of the Christish sa and Lyn 1111 • 1959, between John M. referred to as "Let This Agree Christian, pe

stats, a Gravel Lease dated August 4, 1996, was executed (seesed has en Leaders

and the meld desire to es H Orevel L

and other and between the set forth, A. 15 20 ACT F 1, s as fellows: TO A . .

serty mabbest to the said Orevel Lease is here togs ther by increased to include the fallening described land, i Parti with all assretions to said E

(ma) of the mutherst Courter Courter (ma) of the Spatch stine Teach (25), in Maryy County, McDresia (ma) borthward Comprised (mass) and the compression (mass) and the compress

said Grevel Lease all of the property owned by Leason's south it is the intention of the parties to include and subject to described premises road adjacent to the above of the county on the north.

- The term of the said Orevel Lease is nevely increased to and including January 1, 1970. e e arta exten
 - as provided in the east Gravel Lease, adjusted, nowrepailty for the rights granted Lesses under the said Gravel Lease, as amended hereby, avail terms of the 3.

the six cents nt as equaliting 100 to the Parchasing Power of the Bollar as published by in computing the royalty, as adjusted, to be paid Lessors. (54), per ton royalty in relation to the Purchasing Pothe United States Popartment of Commerce, using, the Dollar as of the date of this Agree

use for the purpose of excepting and removing sand and gravel ent thereto. Lessors may use the balance of the land subject to this said duot its said excevation and removal of sand and gravel from fenced-in area from time to time so as to emable it to conlesses agrees to fence off the land it intends to ever, Leases has the right to charge the losation of any Gravel Leads, as awanded hereby, for farming purposes. pursuant to the said Gravel Lease and this assemb . D Prethe said less . 1

the provisions of paragraph & of The flve year term of the essenant and right-of-may Hereby, as the case may be, with the option to Lesses to extend the said five-year period for an additional five years completion of the excevationen Lessevs' property or at the piration of the term of the said Gravel Lease, as an the said Gravel Lease is expressly agreed to com granted Lesses by virtue of chereafter.

In all other respects the said Gravel Lease dated Segrat 4, 1955, is hereby retified and confirm

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

JOHN L. CONTRACO

Michigan L. Chillian

LIMITATION CHATE CONTOUNTED

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TAN VINCEN OF SALVAN

above services

Briday Public

COURT OF DORUGES)

South Public

THE PROPERTY AND A STREET

following property and are als all eddite as accessors, substitutions, The appearant made only 21 than of 7117, 1969, by and ons Bank of Bollone, nome, mafter called "Secured Party" oonsideradon grams no Secured Parity, a security interest in the Challe and me unit derequaller balled "Debtor". and new leases, thereto of therefore, to-witt

Arceryain lease Smed Jone Se, 1983, by and between Joseph Otesiik and Jorn M. Contailet and Elizabeth B. Orristlieb being a ior lease on Hansen's Lake more rarricularly ceing 100' Bast Lake of the Str. P.D.K., Sarpy County, Webraska and all the rights WW 1/4 of new 3E 1/4 of Sec. 25. Township 18, North Range 18. Morth Berk 100 West of Oregener Lot it ME 1/4 of SW 1/4 and

100

agrees and his mese presents does appoint the Sedured Party as their mean of the indebreduess evidenced by a certain promissory note of The security interest granted herety is to secure pay-Debtor further. is esoding framework or with the ses:

) autorized to negotiate a rental agreèment for Debtor and the balance shall be applied to liquidate the indebtthe proceeds of said rent the Secured Parties shall pay edness of the Debtor or to sell said leasehold interest or said gromissory note, Secured Darty shall negotiate the Lessor of said lease to put a suitable person all costs of the lease agreement with the said Lessor Secured Party snall is the sevent of default by the Debtor under the jerms. for rent to be determined by the Secured Party. possession of said premises.

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- ecode edit elecalityabete the above premises upon three (A) days notice by the Secured Party and to do possession and to secure rental agreements with Debtor's Lessor any and all acts necessary or reasonable to put a new tenant in and with the new tenant, or to sell said leasehold interest. 2. Debtor furth
- 3. Deblor further agrees that Secured Party at its option may remove and sell all permanent improvements on said property and to apply the proceeds thereof to the indebtedness of Debtor.
- sald lease of June 28, 1966 and to notify Secured Party of any con-Debtor further agrees to comply with the terms of the ditton arising which would affect said lease. 4.
- five years (5) from 1971 before expiration of the present lease agreement. 5. Debtor further agrees to extend said lease for an additional

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

This Agreement shall become effective when it is signed by

DEBTOR: (Graff Clesik

SECURED PARTY: Bank of Bellevue

AGREEMENT

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

of the First Part have a lake and have developed cabin sites around the said WHEREAS, a portion of said property of approximately 80 acres, more or less, Southeast Quarter and the Southeast Quarter of the Northwest Quarter as the Mortheast Quarter of the Southwest Quarter and the Morthwest Quarter and the Southwest Quarter of the Fortheast Quarter all in Section 2 \$ Tormis situated on the North side of the Platte River in which tract, Parties a certain tract of ground situated in Sarpy County, Nebraska, described WHEREAS, the Parties of the First Part are the owners in fee simple of ship 13, Range 13, consisting of 160 Acres more or less and,

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 Parties represent that they are desirous of obtaining a leas on said premises exclusive of the area herein mentioned and that they will pay for and obtain lake front property which has been developed by the First Parties prior represent that it is their intention not to sell premises but to lease the Parties are to receive a lease from the First Parties as follows, to wit: at their own expense, and to narket said improved premises or to sublease the shore of the lake of said premises, and in connection therevith, Second 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 home sites on a year to year basis with options of renewal as hereinafter the exclusive control of the premises hereinbefore mentioned, the Second and fronting Said Lots to be in such sizes as are mutually agreed the said premises on which such improvements are built. In return, for that home sites shall be developed on all of the property, exclusive of dynamiting, grading and otherwise, done at their own expense to the end desirous of developing such portion of said 30 acre tract mantioned, exa plat of said premises mentioned, have all engineering, road building, WHEREAS, Second Parties are thoroughly familiar with said area and are First Parties clusive of the present developed home sites and improvements upon by the Parties of the Tirst and Second Parties. the First Parties.

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that they will actively promote the leasing of the premises as mentioned herein Second Parties shall have a lease on the presises for the term of five (5) years Parties the sum of \$5,000.00 in advance, on the date of the 1969 corresponding Shall the Second Parties do all the matters and things herein shall beso negotiated so that the anniversary date of payment shall be all at and pay all costs of improvements and fully cooperate with the First Parties, a minimum of twenty-five cabin sites for which Second Parties will pay First from the date of this instrument and shall receive and pay for ten tracts to but in the event of any additional tracts being developed and leased through and shall actively promote and develop and dispose of leases of cabin sites Parties are not limited to the minimum figures mentioned herein relative to Second Parties represent providing that for the year 1969, Second Parties shall receive and pay for Record Parties, the basis shall be on the \$200.60 per year in advance, but be selected by the Second Parties on the bests of \$200.00 which is the dethis lease shall be in full force and effect for a term of five (5) years clared 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 \$2,060.00 on seid basis mentioned at the and shall not be limited to the leasing and improvement of ten lots only, cabin sites, but all additional sites shell be paid for during the first It is understood that the Second five (5) year on the basis of \$200.00 per year in advance. time of the execution of the lease and agreement. with the execution date of this lease. the same time.

pensate for development, taxes and management. In the event of the Second the option to extend the sublease for twelve (12) additional five (5) year shall be entitled to an additional five (5) year lease upon the following actively promoting the leasing of said premises, then the Second Parties Parties fulfilling all of the terms and conditions mentioned herein and years to com-Second Parties may sublease the lake shore lots for five (5) years with periods bubject however to increased rentals as conditions warrant. Parties may increase the rentals during the first five (5)

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

of the First Part shall, if fully satisfied, thereupon give their consent II 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 to the terms of sale of cabins, length of subleases of any of said lake The Second Parties will organize a Lake Committe 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. II IS UNDERSTOOD and agreed that all work done as to improving the premises, 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 The Second Parties agree to provide such lisbility insurance or otherwise putting in roads and otherwise by the Second Parties shall be with the consent and approval of the Zoning Laws for Sarpy County, Nebraska.

agreement and lease shall be fully paid. Nothing in this agreement and lease this agreement and lease to be at an end and the Second Parties shall deliver First Parties to immediately cancel this agreement and lease and thereafter and the First Parties shall thereupon be entitled to immediate possession all the promises and agreements to be performed by then by virtue of this contained shall be construed as granting any right or interest in and to In the event of the failure or refusal of the Second Parties to carry out lease, and shall be considered as having no further interest in the same agreement and lease, their failure to do so shall give the option to the Second Parties until any monies due the First Parties by virtue of this any interest and the rights granted them by virtue of this agreement of any and all equipment or otherwise on the premises belonging to Second Parties is merely the relationship of Landlords and Tenants. the Real Property and that the relationship between First Parties up possession of the premises and shall be therefore considered

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

in Sarpy County, Nebraska, 13 14 day of 12/12 Dated this

Freder M. Charsteel.

Southern Hauge

Etness)

mericand subscribed to before me this 13th day of

Notary Public

My commission expires 12-29-72

NODIFICATION AGREDMENT

A Security of the security of occupation, a v...-ACREMENT made and entered into this Trace day of 1974, by and between John M. Christlieb and the B. Christlieb, husband and wife, as joint tenants and the B. Christlieb, husband and wife, as joint tenants and to as Ja-Mar, Inc., a Nebraska corporation, hereinafter at the B. Ja-Mar; and Commercial Federal Savings and Loan to as Ja-Mar; and Commercial Federal Savings and Loan at Ja-Mar; and Commercial Federal Savings and Loan to as Ja-Mar; and Commercial Federal Savings and Loan to as Ja-Mar; and Commercial Federal Savings and Loan to as Ja-Mar; and Commercial Federal Savings and Loan to as Ja-Mar; and Commercial Federal Savings and Loan to as Ja-Mar; and Commercial Federal Savings and Loan to a United States corporation, bereinafter referred this Trace day of the Christileb and

NITUES SETE

wing MEAS, Christlieb tollowing described real is the cestate: owner in fee simple of the

Commencing at a point in the center-line of the existing Count moded which is 87 Ft. North of the North East Corner of the North Charter of the South East Quarter of Section 28, Township 13, Notice 13 East of the 6th P.M., Sarpy County, Nebraska; thence South 11.06 Feet; thence West 900 Ft.; thence North 60 degrees West thence, 86 degrees, 25 minutes West 832.5 feet, more or less point on the West line of the North East Quarter of the South Westerline of said section 28; thence North 1750 feet to a point on the West siting County Road; thence South Easterly along center-line of existing County Road to the point of beginning. er of the North wei Township 13, North aska; thence South more or less, t f the South West County

The above described land lies within the South East Quarter the North West Quarter, the South West Quarter of the North East Quarter, the North East Quarter of the South West Quarter, and the North West Quarter of the South East Quarter of Section 28, Towimship 13 North, Range 13 East of the 6th P.M., Sarpy County County, Nebraska.

County, WHEREAS, the above described real estate has been leased Ja-Mar, as evidenced by the Lease dated June 13 , 1974, decorded in the Office of the Register of Deeds of Sarpy unty, Nebraska, on Jane 1974, in Book 7 of Miscellaous Records at Page 1942; and Nebraska, on June ecords at Page /14/2;

WHEREAS, a part of the above-described real estate has been subdivided and platted into a residential-recreational subdivision known as Chris Lake, Lots Five (5) through Fourteen (14), both inclusive, as evidenced by Plat and Dedication dated November 11, 1968, and recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, on 11/27, 1968, in Book 5 of Plats

Records at Page 24; Lots Sixteen (16) through Twenty-Three (23), both inclusive, as evidenced by Plat and Dedication dated July 29, 1969, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on April 1, 1971, in Book 5 of Plats hecords at Page 42; Lots Thirty-One (31) through Forty-Eight (48), both inclusive, as evidenced by Plat and Dedication dated May 12 (51), and recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on Angust 4, 1972, in Book 5 of Plats Records at page 72; and Lots Forty-Nine (49) through Sixty-One (61), both inclusive, as evidenced by Plat and Dedication dated April 26, 1971, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on June 29, 1971, in Book 5 Records at page 48; and

WHEREAS, Ja-Mar intends to sublease certain lots subdivision, according to the terms, conditions, and cet out in the Chris Lake Lot Lease attached hereto, I and incorporated herein by this reference; and hereto, marked Exhibit covenants

THE RECORD & 17-74 or 11: 30 m, IN BOOK 193 OF MUS. HER. H2 3 A GOOD OF OCCUS. SHERY COUNTY, NEW H2 3 A GOOD OF OCCUS. SHERY COUNTY, NEW H2 3 A GOOD OF OCCUS.

application to Comme mortgage on the less of said lots in said or to be placed on s to Commercial Federal for a loan to be secured by
the leasehold interest of said sublessee in and
in said subdivision, including the improvements
ced on said lot; and

t be WHEREAS, Commercial Federal, in (
s proposed mortgage will be a first
lerest, including improvements, desi
the various leases and subleases al
a parties hereto are desirous of gra l, in order to assure itself that first lien on any such leasehold s, desires relief from provisions ases above mentioned, which relief of granting.

such loan, understood NOW, THEREFORE, for and in consideratic in contained, and as an inducement to Co loan, and in the future to make similar rstood and agreed by the parties hereto in consideration of the inducement to Commercial similar loans, it i rederal to is hereby

- unrerest in and to said lot, including the improvements place or to be placed, on said lot to Commercial Federal. Such I shall constitute a first lien on said leasehold and improve superior to any and all liens, claims, or demands of any of other parties hereto by virtue of the leases and subleases above described. improvements any of the Such mortgage placed, hereinner
- 2. Upon any default by Sublessee in the performance cerms and conditions of its leasehold mortgage and note to Pederal, Commercial Federal may exercise any right it may he result of such default to foreclose its leasehold mortgage accept an assignment or some similar conveyance of the lease interest, including improvements, in lieu of foreclosure acquire the entire interest of Sublessee in the leasehold a acquire leasehold re and to have e or and
- 3. Any default by Sublessee under its summercial and void, as to Commercial Federal, unless notice shall be null and void, as to Commercial Federal as well as thereof, in writing, is directed to Commercial Federal as well as to Sublessee. Commercial Federal may, within sixty (60) days 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 the payment of such in south ease hold 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 commence ment 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 comment of such foreclosure action; and the purchaser at the sheriff's sale in such foreclosure action shall be recognized by the parties the valid sublessee of Ja-Mar for the unexpired term of the sheriff's sale in such foreclosure action shall be recognized by the parties that the valid sublessee of Ja-Mar for the unexpired term of the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be recognized by the sheriff's sale in such foreclosure action shall be sheriful. ment of such foreclosure action; and the purchaser at the sheriff's sale in 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 installments 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 cut 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 leasehold interest, including improvements, from Sublessee. In the event Commercial Sublease with Ja-Mar well as sheriff's sublease lease-Shall

right to assign or convey said leasehold interest, including improvements; and in such an instance, Commercial Federal's transferree shall be recognized by the parties hereto as the valid Sublessee of Ja-Mar for the unexpired term of the original sublease between such recognition, said transferree 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 be are the same terms and conditions as those set out in the Chris Lake Lot Lease 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 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 which the obligation was incurred. right marked which assessments shall Ja-Mar Ja-Mar and 4 5

- 4. In the event of any breach of any other agre any other parties hereto, written notice of such breac sent to Commercial Federal. No such notice shall be e received by Commercial Federal. No such breach, other by Sublessee, shall affect the leasehold interest of S y breach of any other agreements be itten notice of such breach shall working shall be effective Sublessee than a between breach
- balance due termination the first lien on default 5. Notwithstanding any provisions costs and subleases hereinabove described that it by Sublease with the sublease sublea ovisions contained in the described, in the event with Ja-Mar resulting
 will recognize as a value on said lot the unpaid mortgage. as a valid unpaid
- of the market of mortgage õ Christlieb any part mortgages ent rt thereof. far assume no entered into Ã, liability for by Sublessee for g the pay....to Commercial
- sublease of Snr. subject Federal Lease between Commercial Federal, shall assume and agree to pay the unpalance thereof, and shall acknowledge that said new sublease ject to and inferior to the lien of Commercial Federal. Cheral may also attempt to secure a new Sublease in such even sublease obtained by the parties hereto shall enew sublease for the unexpired term of the original sublease wheen Ja-Mar and Sublessee, and said new sublease shall have terms and conditions as those set out in the Chris Lake asse marked Exhibit "A" and attached hereto. terms event Christlieb or Ja-Mar ssion of the leased premises attempt to secure a new sul premises sublessee to assume shall recognize the recover the Chris Lake OH the unpai sublease hall have such shall unpaid event execute Commercial Pot they
- improvements thereto at a Commercial Federal s situated on said all reasonable time times. shall have hall have the right to protect leased premises and shall have the access
- g Federal; shall accrue any rental in rental in arrears tal eral; provided, however effect the obligation During -- as a as a n the sublease between Ja-Mar an arrears take priority over the ided, however, nothing herein conobligation of Ja-Mar on its leas such time as lt of rep Christlieb the interest n contained s lease from C and Ja-Mar said premises, no rental r and Sublessee, nor shall he interest of Commercial contained shall be constrlease from Christlieb. said may have construed
- 10. In said lot, .0. In the event Christlieb or Ja-Mar recovers d lot, for whatever reason, the entire balance together with accrued interest, secured by the In possession of the unpartgage to paid

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.

- any way altered or Commercial Federal. The sublease between Ja-Mar and Sublessee shall not be tered or assigned without the express written consen consent
- any, rederal for a 12. Upon condemnation, Sublessee shall be entitled to receive portion of any award that will adequately compensate Sublessee the impairment or destruction of the leasehold interest and covements. Any amounts so payable shall be paid first to Commer ral for application to the mortgage indebtedness; the balance, shall be paid to Sublessee. Sublessee shall remain liable for deficiency remaining on the mortgage indebtedness.
- 13. The term "Sublessee" and the pronouns referring thereto re intended to refer to any Sublessee of Ja-Mar who has executed and properly filed a completed Chris Lake Lot Lease identical to he one marked Exhibit "A" and attached hereto and who has mortgaged is, her, its, or their leasehold interest pursuant to paragraph hereof, irrespective of number or gender. The term "lot" is intended to refer to any particular lot so subleased and so mortgaged, including or the to any particular lot so subleased and so mortgaged, including the surveyed, platted and recorded in the future within the boundaries ots surveyed, platted and recorded in the future within the boundaries of the land leased by Christlieb to Ja-lar as hereinabove described.
- representatives, This Agreement shall be binding upon atives, successors and assigns of the parties hereto the heirs, personal

Executed the day and year first above written.

Z Z Christlieb Christiel

JA-MAR,

INC., A Nebraska Corporation

ATTEST:

ATTEST:

ecretary

COMMERCIAL FEDERAL SAVINGS ASSOCIATION, A United State

AND

Corporation



COUNTY OF SMALL STATE OF NEBRASKA)

M. Christian whose identical person whose Agreement and lead whether the same and deal witness seal witness with the same and notarial seal the day and year last above written Expires Expires On this /3t day of MAE, 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 hareement and approximately because the same to be their voluntary act

NEW YORK

expires

commission

COUNTY OF SARPY OF NEBRASKA)

SS

a Notary On this his 13th day of Public in and fi anc undersigned,

to me personally known to be the President and Secretary and the intical persons whose names are affixed to the above Modification Agreement, and acknowledged the execution thereof to be their voluntary and deed of said corporation, and the corporation, and the corporation was thereto affixed by seal with said corporation was thereto affixed by authority. SEAL

WITTENDERS BLOWN WRITTEN.

Notary Public

Notary Public respectively, und for said County, personally came HARK A.

Ind JACGUEUNIA. HEYEK, President and rely, of Ja-Mar, Inc., (a Nebraska corporation),

own to be the President and Secretary and the idennames are affixed to the above Modification Agreeged the execution thereof to be their voluntary act unitary act and deed of said corporation, and that the said corporation was thereto affixed by its

My commission expires

COUNTY OF DOUGLAS) STATE OF NEERACKA

a Notary Public in and for said County, personally came with the control of county, personally came with the control of county, personally came with the corporation (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.

the day Witness day and y s my hand and year last abo and notarial s seal at Omaha in said county

A CONTROL OF THE STATE OF THE S

CHRIS LAKE LOT LEASE

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

referred to as the "Lessee"

WITNESSETH:

I. PREMISES

following hereby agrees to lease and Lessee hereby ing described property: leases

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 nonexclusive 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 years term of rm of this from June lease sh 1, 1974 shall until þe June 1, term of sixty-five, 2039.

III. RENT

Such sum than June 1, of each year any date other than June 1, pursuant to Paragraphs
June 1, of the subsequent year. The annual rent for sum shall ear. If t said year the premises premises shall all be paid in this lease is the rent and any e is entered into on any other charges, shall be prorated to advance be the Sun not 01

IV. ADJUSTMENTS TO RENT

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

V. IMPROVEMENTS

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

VI. MORTGAGES ON LEASEHOLD AND IMPROVEMENTS

notify lessees and their Lessor shall have 0f leasehold name the right to and address, including improvements mortgage their ts. The Lessee loan agrees leasehold numbers

Exhibit A

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

VII. TAX ADJUSTMENTS

land are not determined and governmental authority described lessor the shall pay all taxes levied or ich the demised premises event the taxes levied and billed on a against the an individual then, and in that ever a part, and more p demised l lot bas sed premises basis by the event particularly

900 feet; thence, non feet; thence, North 1832.5 feet, more or line of the northeas: existing c northeast southeast line of quarter Commencing Nebraska beginning; feet, more or less, to a point on the of the northeast quarter of the southwer of said Section 28-13-13, thence, refeet to a point on the center line of y road; thence, southeasterly along the of existing county road to the point of 13, county thence, south I thence, north 6 nce, North 86 de corner quarter east at 0 1 point road point in a center line of th road which is 87 feet north of the northwest quarter of r of Section 28, Township 13 f the 6th P.M., Sarpy County, south 1.411.06 feet; thenc, north 60 degrees west 1050 rth 86 degrees, 25 minutes we or less, to a point on the Township 13 Sarpy County, southwest north 1050 the of 13 north existing he center West of

against the land above described and due on December 31, 1973, trom a sum equal to the amount of against the land above described and due on December 31, 19 (or any subsequent year) and multiplying that difference by a fraction, the numerator of which shall be the number of or lots leased herein and the denominator of which shall be total number of lots surveyed, platted, and recorded within above-described property. On the other hand, if the taxes against the demised premises are determined and billed on a individual lot basis by the governmental authority levying then, and in that event, the lessee shall pay all taxes lev or assessed against lot

however, that the le-scr shall allow a rebate of the rental above provided for in Article III, to be determined according the following formula, to wit: by applying a sum equal to amount of taxes levied against the land above described and due on December 31, 1973, to those parts of the above-descr 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 proportioned to the lessees of the individual residential lates. December 31, 1973 against the land a (or any subsection of the land and subsection) following remaining after proportioned to pro rata. formula, however, ied against 1973, from amount to be det la, to wit: by su against the land 73, from a sum equ lessee shall, on an annual be determined according to y sub*racting a sum equal and above described and di equal to the amount of lich shall to lenominator of which snall the lenominator of which snall the platted, and recorded within the the other hand, if the taxes levithe other hand, if the taxes levithe other hand billed on an and billed on an and billed on some same amount of taxes 1
1 December 31, 197
1 December 31, 197
1 December 31, 197
1 The number of 10
1 The number o subdivision; residential above-described rental here the to the amount levied nerein-

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

VIII. DEFAULT

herein provided. Should default rent herein ca n called for Ç e made by the Lessee in the payment of ed for, or any part thereof, when and should Lessee make default in the per the Lessee r any part t performing,

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or should the Lessee be adjudged baby any court, or should a trustee of or receiver of any property of the suit or proceeding by or against the interest be levied on under executions such events the Lessee. made, of th the demand fulfilling, such events the Lessor may, if the Lessor mand of any kind or notice to the Lessee of once declare this lease terminated, and the lid premises without any formal notice or dead enjoy the same thenceforth as if these plade, without prejudice, however, to any right the Lessor in respect to any breach by the covenants herein contained. the enjoy keeping or observing of any of the Lessee's provisions, or agreements herein adjudged bankrupt or insolvent execution, then a ay, if the Lessor tee or the Lessee Lessee be appointed in any e Lessee, or should the least on, then and in any he Lessor so desire, without Lessee or any other person, these presents had not any right of action or ch by the Lessee of any receiver the Lessor demand and in bankruptcy and hold without contained other leasehold 0 remedy

IX. PREMISES IN GOOD ORDER

satu premises prior satisfied with the representation premises Lessees рееп made by agree to, ee to, at all times, to good condition and or prior to the signing of the condition thereof. to improvements, repairs, Lessor or his agent. $\circ f$ order ţ ler. Lessee this lease Lessee irs, or keep and maintain ase and is agrees that alterations

X. USE RESTRICTIONS

unlawful respect to ll not permit it or suffe awful activity to be carr ein contained shall be come m maintaining an office f pect to lots retained by more leased than one lots s snall be used single-family 1 suffer carried on δq iffer any business, parried on there; pre-construed to prohi-ce for the conduct of <u></u> mily residence per lot), and r any business, occupation, ied on there; provided, noth nstrued to prohibit Lessor or the conduct of its busine nothing and purposes

XI. INDEMNITY OF LESSOR BY LESSEE

which might jointly in c Lessee's lia the s property reltation omnisions Lessee against the bis see shall pay all the cost gainst the Lessor, and sha ight be rendered against t in connection with such l s liability under this pro Lessee nis guests, or invi made a party to an ions of the Lessee use ee agrees harmless to. o grees to indemnify and hold mless from any loss or dama on account of, resulting f r misuse of said property b ts, or invitees, and in the 9 or invitees, and in the event that the Lessor y to any litigation growing out of the acts Lessee, his family, guests, or invitees, then all the costs and attorney's fees incurred ssor, and shall pay any and all judgments red against the Lessor or Lessee and Lessor n with such litigation. The limits of the nder this provision shall not exceed \$300,000 hold the Lesso damage of any φ from the or that the Lessor
of the acts Lessor occurring \$300,000.00

XII. REMOVAL OF LEASEHOLD IMPROVEMENTS

property removed (60) (60) days essence a on has the privilege to on said premises providays after the expire lays after the expiration of this lays after the expiration of this ice and a material consideration within such sixty (60) days, Les ge to remove : provided the all this Lessee improvements įp are removed before lease, time being in this regard, If chis regard, shall forfeit

XIII. INSURANCE

The risk of loss for all leasehold improved be the responsibility of the Lessee. Lessee at maintain public liability insurance in amounts \$100,000 per person and \$300,000 per accident. risk l improvements Lessee agrees agrees shall

XIV. ASSIGNMENT

This lease may be ass to notify the Lessor, in assignment of this lease Sarpy County Assessor of lease be assigned by the writing, within and concurrently the transfer of Lessee. 1 30 days after the ly agrees to notify f the leasehold inte Lessee agree

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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

prepaid, notices to the shall be parties ጷ at the following addresses <u>ب</u> mailed, postage

LESSOR:

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

LESSEE

If the notice deals with the deraction of Less notice shall also be sent to the address of Less Said notice of default shall be sent, postage preturn receipt requested. Mortgagee shall mean return receipt requested the leasehold interest of the said shall mean the additional states. shown return recease of the mortgage S the books e against the leasehold the mortgagee shall mea books and records of the Lessor. address Lessee' essee's mortga prepaid, regi an the holder Lessee mortgagee 1, registe ered,

XVI. CHRIS LAKE BEACH CLUB ASSOCIATION

corporation and that Le the Lessee agrees the Association for each 75% of said lots have tions. which may l liability members for Lessee Lessee w each road, road, beach,
y insurance a
shall deem a be known as the Chris La be known as the Chris La e will be a member of such or the exclusive purpose of the exclusive purpose d, beach, general mainter nsurance and such other I agrees be know ts have be execute any and al be necessary to ini that he ach lot Lessor been that hе ssary to initiate such the shall have one (1) where the shall have one (1) where the standard of the standard Lessor may form a non-prof the Chris Lake Beach Club nember of such corporation. sive purpose of maintaining maintenance of all documents, initiate such ! In connection purposes as the corporations, and f maintaining, and the area, put the Club ((1) vote in however, t shall have s, covenants Association Club Association therewith that three purchase and and improving the

XVII. ENTIRE AGREEMENT

and there are no expressed herein. and there This lease expresses the entire agreement of the pathere are no other written or oral understandings parties

KVIII. SUPERSEDING PREVIOUS LEASES

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

XIX. EXPLANATION

The include and words "lessor" and be binding and "lessee" upon the par parties shall bе taken to and

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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.

Notary Public
Witness my hand and official seal at, Nebraska in said County on the date aforesaid.
l person whose of satto be his volu
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
STATE OF NEBRASKA))ss COUNTY OF SARPY)
My commission expires theday of, 19, 19
Notary Public
Witness my hand and notarial seal the day and year last written above.
the foregoing voluntary
On this day of , 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came
9
STATE OF NERBASKA)
LESSEE :
TITLE:
BY:
LESSOR: JA-MAR, INC.

Edulat h

My Commission expires the

day of

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REGISTER OF DEEDS

MODIFICATION AGREEMENT

corporation, NORDAKER and "Sublessee." Mar"; FOUNDATION ρ COMMERCIAL Neb. AGREEMENT Ta hereinafter hereinafter JANE R. nafter referred corporation, he rederal MORTO referred NORDAKER, λq and and MORTGAGE hereinafte entered between to as "(E CORPORATION, into er UNIVERSIT oundat eferr ref ed aud ğ erred 36 þ ç = CRAIG NEBRAS Nebraska as JÄday "Ја-م م

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real property a Subdivision, WHEREAS the Foundation i described as Lot in Sarpy County, بر ا Seventy-five Nebraska; and and (7 Th U • ee in Chris 0 the

Nebraska at Page Ja-Mar ecorded WHEREAS 340; ui. 200 evidenced the Office and June the above 197 Λq of describ 4, the the ב ב Register ěq Lease Book eal r of Deeds 47 of Misc dated June ls of San scellaned ha Ø Д Sarpy aneous en 19 eased County, Records and

立る subdivision, et (out WHEREAS V LI and , Ja-Mar according the Chris d incorpora Chris to Lake ed he the ends her Lot Le terms Lease a conditions at reference tached: this and her lot and covenant eto in said as

cati leas subd said ation division, ehold lot WHEREAS ¢ t and CFS including the erest intended ω 0 f loan the an to id Sublessee improvements Sublessee be secured 0 placed Ja-Mar u, Åά said lot i has made placed uŢ 9 appl sal Ω

mortgage vincluding various le parties hereto WHEREAS leas will improvements ases and sub CFS, are эq മ desirous in or nts, desires subleases al de lien O H above granting. g rel any ment e f Ø such ioned, from leaseho provi tha ₩, CP. Ŋ old i ns in Celief int ë est, the the

NOW, THEREN promises herein such loan, and i understood and a loan, THEREFORE agreed by in the contained fut for the ure and and parties ζţ ä 35 make an consideration hereto similar inducement 38 loans follow to of Ø CF the Ω Ή. ct hereby Ö mutual make

- ment to t eith shall either the mean shall sheriff Nebraska For O mean .ther purposes sale either ju Trust 20 Deeds 0f sale judici or this Λq deed Act. a trustee agreement, foreclosure 0f The trus term the The term "
 or a sale
 "sale" sh term le pur shall "mortgage" enforc suant) mo O
- the improvements. Such leasehold or dem leases demands rest and Such ovements 'n. and The subleases of so and mortgage any Sublessee placed rovements O. the hereinbefore the shall real s superior other par of. ţ, property o be plac constitute Ja-Mar parties described laced may herein any and a es hereto on su the mor ne first and all des tgage S S all by rea G T its leasehold ribed, including eal property, to t lien on such liens, claims, y virtue of the ibed. such claims of Ó.
- ments lease 454 easehold ี่เก lar enforce may and and exer rce its mortgage conveyance of the Upon and condit ξo cise the any acquire ions any improvements. default right its the Λ̈́q leasehold 20 μ, entire leasehold t may have Sublessee accept interest, as mortgage H H an result the assignment, including of Sublessee performance and of ă. note ö improve-e in the to CFS å 0 f Some
- shall be writing, within 6 which is S. 99 60 0 days a 31 directed default and Ø the void, t o Λ̈́q receipt payment gus CFS S Ō S ťο of well 0 Ö H CFS such money; unde as un ţο less and ice, Sublessee subl Tot ä. cure ice such any thereof event CFS CFS may, default Mar

conveyance of such leasehold interest, including improvements, from the Sublessee. In the event CFS requires 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 sublessee of Ja-Mar and Sublessee, provided, however, that as a condition to such recognition, said transferee shall enter into a new sublease with 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. Subless, condition Exhibit accruing pobligations levied. Su purchaser at the sale shall be recognized by the parties as the valid sublessee of Ja-Mar for the unexpired term lease between Ja-Mar and Sublessee. Any purchaser at th including CFS, shall purchase the leasehold intere improvements subject to such sale including obligations real estate taxes and assessments lawfully levied. Such and delinquent installments of assessments, if not soone and delinquent installments of assessments, if not soone and delinquent installments of assessments. In the evinctuding mortgage. unexpired shall amounts proportionate time of its h Any such trainprovements mount curing terminated after payment, me of it: ligation enforcement the tions leasehold Jrigii iew sublease set out : pe. easehold mortgage and recovered as a p shall bear interest at the highest l ment, and such leasehold mortgage shae amounts so paid by CFS. CFS shall such 60-day period to other shall such 60-day period, or orcement of its mortgance of such leasehold sconer paid, the original sublease were the same terms we sublease shall have the same terms we sublease shall have the Exhibit A and attace the cut in the lease marked Exhibit A and attace the transfere shall purchase the leasehold imports subject to any obligations under the ments subject to the date of said transfer, to the date of said transfer, and assessments of ď event paid of Such and and term ner paid, shall be ent CFS acquires improvements, it ate share of the o The commencement SPA any default which is in sublease between Ja-Mar d after the commencement the sale shall be reco improvements, it shall only be liable share of the obligations of Sublessee as holding title bears to the total time for ras incurred. than d such nev those set attached at b pay O H the time crs, the date of said transfer, real estate taxes and assessments and delinquent installments of asseshall be paid at the time of such new a part thereof, a ghest lawful rate from to commence enforcementation is incurable by shall be recommended the commencement of such enforcementation is incurable by shall be recommended the commencement of some of Ja-Mar and the purture of Ja-Mar and the recommended the recommencement of some of Ja-Mar and the recommended the recomm hereto. me of shall sublease out in t mortgage, to accept an assignment o ehold interest, including improvements n the event CFS acquires title to suc original at such sale. Any purchase execute a new sublease hal sublease between Ja the any shall have the che C's Lake CFS shall also any time after CFS to si recognized by the parties for the unexpired term of and Sublessee, provided, cognition, said transferee after the ents of assessments me of such transfer leasehold interest the Lot have the have parties same interest sooner paid, chaser at the Lease ve the the ase for Ja-Mar interest commencement ent of its constitute t of money, secured by Such , and shall not t; and the assignment including 9 unexpired which for the sublease , t hereto right hereto right marked such taxes tota such such the pay and and and and the the and 8 an

- shall be received Sublessee, between any уd sent. H y CFS. other to affect parties CFS. No event t of any breach of any other agresies hereto, written notice of such
 No such notice shall be effective
 such breach, other than a breach be
 the leasehold interest of the Suble Sublessee. breach e until by the ements
- lien due (leases nor Sublessee CFS g ther and under the reof, the part the improvements Notwithst subleases under mortgage parties anding any provisions ses described above, i its ng any provisions contained in the various lescribed above, in the event of a default sublease with Ja-Mar resulting in terminaties hereto will recognize as a valid first
- payment lessee t The of Ö CFS the õ Foundation debt any secured part and thereof þу Ja-Mar the assume ga ge рo no liability entered into for by dus the
- becomes any bre breach, ω entitled they the to o recover possession shall diligently att event the Foundat sion of the lattempt to Ton leased secure premises e a new : sub-

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new the hereto also sublease sublease lessee unpaid balance sublessee and attempt and בן מ mpt to secure a new sublessee in such event. Any sampt to secure a new sublessee in such event. Any sample obtained by the parties hereto shall execute a for the unexpired term of the original lease between Sublessee, and such new sublease shall have the samplessee, and such new sublease shall have the samplessee, and such new sublease shall have the samplessee. the mortgage of subject mortgage of Cro, unall alance thereof, and shall subject to and inferior of Sublessee shall acknowledge ior to the lien of blessee in such eve assume Any new w sublessee and agree t that such attached CFS shall such new Jamay new

- 9. situated all ~ reasonable 9 CFS the shall have the right ne leased premises and times to protect shall have the improvements access thereto at
- possession ises shall lease interest lessee, from e Pe of CFS, provided, how construed to affect to me the Foundation. rental During 0f such shall such lot accrue time as þ 20 result however S the the arrears Foundation obligation of. of repossession sublease between nothing take between Ja-Mar and ke priority over the herein contained on of Ja-Mar on its and Ja-0 Hi the prem-
- unpaid debt, gage to CFS s gage and have sion owing, tgage. of such shall, at and CFS may о Р together the lot hereunder, event for with accrued with accrue. _____
 the option of CFS, immed.
 thereupon exercise any responsible the right the whatever the Foundation reason, CT the immediately e any right we right to the right to the Ja-Mar recovers me entire balance y becomes which it Уď enforce the of mort may its the due
- in any consent way of C The CFS altered sublease between Ja-Mar Ntered or assigned wi assigned without the exp expr shall written
- receive su Sublessee interest a indebtedness balance, remain ţ such and in CFS any, sha n liable portion of any a improvements for the application shall be paid impairment ments. Any amounts so pay plication to the mortgage all be paid to the Subless for any deficiency remaini Any award Subless as will adequately destruction of the Sublessee. remaining shall tion of the payable shal indebtedness; рe g The s shall entitled compensat Sublessee le mortgage leasehold Ll be paid
- 14. THIS THE MODIFICATION AGREEMENT Entered Flizabeth Christlieb, Ja-Mar, and Loan Association. not into Inc., supers June 13, ede, alter 1974, Commercial Λq o R John amend Federal z and the
- personal hereto. representatives, successors shall Pe and binding upon nd assigns to the the heirs, parties

Executed the day and year first above written

UNIVERSITY OF NEBRASKA FOUNDATION

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JA-MAR, INC

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		r said county, personally COMMERCIAL FEDERAL MORIGAGE to be such officer and the d to the above Modification thereof to be his/herntary act and deed of said eal of said corporation was	GENERAL MOTARY State of Nebrasia Majarce H. Current By Comm. Eq. Duc. 3, 1980	1		h (\$ 2 \ \)			\	ore or ix				AGE
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GENERAL NOTARY-State of Nebraska SHARLOT E. KNAUSS My Cumm. 8xp. May 20, 1993

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MANAGE IN COMMENT OF 3, 1989 President hebrasia.

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the execution the þ Public to me known to the above ion thereof t to for said county, personally to be the identical person Modification Agreement, and to be her voluntary act and and and

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

Motary Public

GENERAL ENERAL POTRAY-State of Medicaska Mannace In. Chargett My Compa. Evo. Dec. 3, 1980

1400 100 RECORD & 15-72 NO 8:86 M M 18 800 M H & 0 25.85 Caro Hensen's lakes upon the following described real estate, to wit: The Northeast Quarter of the Southwest Quarter (NEESNA) and Government Lot Three (G.L.3)
of Section Twenty-seven (27); together with that part of the Southwest Quarter (SNA) of Section Twenty-seven (27) and that part of the Southwest Quarter (SEA)
of Section Twenty-eight (28); 35 described in that certain Warranty Seed dated
of Section Twenty-eight (28); 35 described in that certain Warranty Seed dated
in Book 141 at Page 454, all in Teanship Thirteen (13) torth. Range Thirteen (13),
to which it holds its sight (116), and the Search of Section to required over said real estate
in favor of Grantees so that Grantees way construct and operate ejectric and tolephone installations necessary to supply such services to this facility. rorm NO. 9-7 hereinafter between lectively referred to as Grentees, THIS INDENTURE, mode this WITNESSETH: fter referred to 25 Grantor, and observed to 25 Grantor, and observed to 25 Grantor, and observed the MONTHUCSTERN BELL TELEPHONE and the MONTHUCSTERN BELL TELEPHONE LEW REGISTER OF DEEDS, SARIY COUNTY NEB. Mes Res LEFRICHE COMPARY, a corporation, day of hereinafter ű

egress passigns, a permanent ilecture, easement and right of way with rights of ingress and egress thereto, to instable, erect, bay, maintain, operate, repair, relay and remove, at any time, service line, poles, wires, cables, alossams, gays and anchors and other instrumentalities and to extend thereof, which 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 grantous to the foodlight on the classification of all kinds and the reception thereof, including all services of the Grantous to the foodlight on the classification of a simple of land sixtuate feet (lb) in which, being Eight feat (B) on each side of and parallel to facilities as constructed by Grantoes. essigns, installing said utilities to serve transmission

successors and assigns TO HAVE AND TO HOLD seld casement and right of way unto said Grantees.

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

will protect The Grantor and Grantees further heirs, successors and assigns, ٠٠ ج covenant, promise and agree, follows:

their

- l. 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. eny purpose
- 2. Granthos agree to restore the surface of the soil excavated for any purpose hereinder, 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 the surface of any walks or driveways which may have been disturbed for any purpose the surface of any walks or driveways which may have been disturbed for any purpose hereunder as mean as may be. Such restorations, repair or replacement shall be perfected as soon as may reconstily to resultie to do so.
- 3. It is mutually appreced by and be utility installation or apprecausance conshill be accomplished by Coentres in readoing to be paid by Coenter, including a doing to be paid by Coenter coars incurred, and legal fees and other coars incurred. is mutually agreed by and between the balletien or apportenance constructed. rrenance constructed hereunder requested by Cantor Solve at the expense of solve cantor and a recording costs of construction, surveys, recording. parties that relocation of markets are consider requested by branton of the control of the contr

day and IN WITHESS WHEREOF, the parties have coused this and year first above written. no pagis set to the second 3

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Grantors / Let 1620 BELL TELEPHONE COMPANY NORTHWESTERN BELL TELEPHONE COMPANY	HAIISON'S LANES TISSONOMITED, CZ. Linux Ballistrate corporation Zhuig ou Com Community Zhuig ou Communi

ATTEST: 7

To the second

STANT SECRETARY

OMAHA PUBLIC POWER DISTRICT

DISTRICT ENGINEER

Mesistant General

Menager Lan THE REAL PROPERTY.

AFTEST

STATE OF COUNTY OF Michael

undersigned, a On this Motary Public day of in and for Junio Co Lifth Erestiant of Hanson's 19:7.2 personally apprared Lokes before

acorporated a Reprosta corporation

V

deed for the purpose therein expressed, and the volume corporation.
WITNESS my hand and Motarial Seal the date above instrument and who acknowledged the execution to personally to me known to be the identical person(s) who signed the foregoing and the voluntary act त्र १ written. and deed of said voluntary act and

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Ny Commission expires of the Science S

ASSISTANT SECRETARY ASSISTANT ... HEASURER

M	
muse R.	#131 9-6-68
17 Commission expires	Selon expires
Motary Public	2700000
	Service Color
Witness my hand and Notarial Scal at in said County the day and year last above written.	R I above Written.
authority)	
said corporation and that the Corporate Seal of said corporation was thereto affixed by its	
ecution thereof to be his voluntary act and dee	
to me personally known to be the President and the identical person whose name is affixed to the shown conveyence and acknowledged the state.	known to be the identical and the foregoing instru-
, (a corporation)	-
President of	July The Marsellick
On this cay or	On this 200 day of 39000. 1967, before me the undersigned, a Notary public in and for said County and State, per-
COURT OF	COUNTY OF MAYER
STATE OF	
has a light of the said of	Grantors
	ATTEST:
Fre M. Mralles	The state of the s
,	ATTEST:
day of april 1969	WITNESS my hand and Notarial Seal this 344
this conveyance.	the Grantee forever against the claims of all per right, title or interest prior to or contrary to
his/their heirs, executors, administrators, te same and will indemnify and hold harmiess cans whomsoever in any way asserting any	lawful authority to make such conveyance and that his/their heirs, executors, administrators, lawful authority to make such conveyance and that his/their heirs, executors, administrators, lawful authority and hold harmless successors and assigns shall warrant and defend the same and will indemnify and hold harmless
session of said real estate, good, right and	District's faither socked Grantor has lawful pos
ress condition that the OMAMA PUBLIC POWER the above described property caused by said to fithe granted right.	The foregoing right is granted upon the express condition that the OMANA PUBLIC
	Company the right to use joining with the provisions hereof.
WER DISTRICT power to extend to the Telephone BLIC POWER DISTRICT any pole placed pursuant	of such relocation of receiver. The Grantor also grants the CHANA PUBLIC POWER DISTRICT power to extend to the Telephone the Grantor also grants the CHANA PUBLIC POWER DISTRICT any pole placed pursuant the CHANA PUBLIC POWER DISTRICT any pole placed pursuant the CHANA PUBLIC POWER DISTRICT any pole placed pursuant the CHANA PUBLIC POWER DISTRICT any pole placed pursuant the CHANA PUBLIC POWER DISTRICT any pole placed pursuant the CHANA PUBLIC POWER DISTRICT AND POWER TO THE PUBLIC POWER DISTRICT AND P
have to be relocated or removed for any reason within by will assume and relamburse the District for the costs	Granton warrants and agrees that in the pursuant to this agreement, have to be relocated frantors control, Grantor(s) will assume and
any poles, wires or fixtures placed	
-	The electric line(s) are to be located as herein descriptions foot (I') from and parallel to any located one foot (I') from and parallel to any located one foot (I') from the property; one foot (I')
	ance of at least twelve feet (12') for the wires.
parate and maintain its electric standing to secure to the fire(s) where necessary to secure to the fire.	and distribution line(s), consisting of poles, wires, cables, fixtures, guys and amongs and distribution line(s), densisting of poles, wires, cables, fixtures, guys and amongs and distribution line(s), densisting of poles, wires, cables, fixtures, guys and amongs and distribution line(s), densisting of poles, wires, cables, fixtures, guys and amongs and line(s) where necessary to secure the poles of the p
9	county, Mebraska in consideration of the sum of One Dollar (\$1.00), in consideration of the sum of One Dollar (\$1.00),
ast quarter; southwest quarter of morthwest quarter; and southeast that quarter of section 28, 1-13-8, 213-E of the 5th P.M. Sarry	quarter of southeast quarter; southwest quarter quarter of southeast quarter of section 26, in
"Chris take." located in	Jacqueline A. Heyer (agent for) the real estate described
. Hark A. Hayar and	K. John H. Christileb, Elizabeth B. Christlieb.

ENGELL SISHIN A STATE OF THE

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EASEHENT

John M. Christisch and Elizabeth B. Christisch, husband and wife, and between Mark A. Marge and lacqueling A. Never, husband and wife and hereinafter referred to as Grantor, and OWNA PUBLIC FUNER DISTRICT, a public corporation, and NORTHAESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees.

WITHESSETH:

extending and operating an existing ca

mack located upon The Southwest Quarter of the Northwest Quarter (SWL NEL); Southeast Quarter of the Northwest Quarter (SEL NML); the Northwest Quarter of the Southwest Quarter (NEL SWL) and the Northwest Quarter of the Southeast Quarter (NML SEL) of Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Rebraska and known as "Chris Lake."

FILED FOR RECORD 525-72 AT 8:00 M. IN SOCK 45 OF Muse

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 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 we to erect, lay, maintain, operate, repair, relay and remove, at any time, service line, 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 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 all of the above described real estate, excepting those portions thereof which will be occupied by acceptable and/or other structures, (the terms mobile them shall not include adjacent walks, driveways, parking areas or streets).

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

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

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

- l. 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 building, structure, or pipeline, except walks, streets, parking areas or driveways, and that it will not permit anyone else to do so.
- 2. Crantees agree to restore the surface of the soil excavated for any purpose der, to the original contour thereof as near as may be and to repair or replace rface of any walks, streets, parking areas or driveways which may have been disfor any purpose hereunder as near as may be. Such restorations, repair or refer thall be performed as soon as may reasonably be possible to do so.
- facilities through and It is mutually agreed by and between the parties that Grantees may extend any litles constructed hereunder from which service to said project is accomplished ugh and beyond said project for service to others beyond said project the same is said facilities were in dedicated streets, alleys or public ways.
- 3. It is autually agreed by and between the parties that relocation of any utility installation or appurtanance 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 supense of so doing to be paid by Grantor, including costs on construction, surveys, recording and legal fees and other costs incurred.

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IN WITHESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written. STATE OF HEBRASKA COUNTY OF YOUR signed, a Motary Public in and for said County and State, personally appeared S. ENGH. Hark A. Meyer and Jecqueline A. Meyer, husband and wife personally to me known to be the identical person (s) who signed the foreoing ment and who acknowledged the execution thereof to be for the purpose therein expressed. John M. Christileb and Elizabeth B. Christlief, husband and wife, MANAGE BURNEL On this WITNESS my hand and Notarial Seal the date above written. Christias SSISTIANT SECRETARY _ day of 2200 NORTHWESTERN BELL TELEPHONE COMPANY OMAHA PUBLIC POWER DISTRICT Jacqueline A. Keyer 372, 19 Assistant General Manager Elizabeth B. Christlieb D (Kant Car their voluntary act and deed CRECAPTO , before me the under-JAMEN !