


ASSIGNMENT OF EASEMENT

Reference is hereby made to an easement dated December 28, 1970 between Valley Feed Yards, Inc., grantor, and Ray's Valley Lakes, Inc., grantee, copy of which is attached hereto, marked Exhibit A and made a part hereof by reference, and to an assignment of said easement dated December 30, 1971 from Ray's Valley Lakes, Inc. to Donald G. Lamp and Ginger Cove, Inc., a copy of which is attached hereto, marked Exhibit B and made a part hereof by reference, and to an assignment of easement dated April 13, 1973 from Donald G. Lamp, Marjorie M. Lamp and Ginger Cove, Inc. to Sanitary and Improvement District No. 254 of Douglas County, Nebraska, a copy of which is attached hereto, marked Exhibit C and made a part hereof by reference.

In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Donald G. Lamp and Marjorie M. Lamp, in her capacity as his spouse and in her capacity as successor to Ginger Cove, Inc., hereby assign and transfer all of their right, title and interest in and to said easement unto Ginger, Ltd., a Nebraska limited partnership, and unto its tenants, servants, visitors, sublessees, heirs, successors and assigns, hereby intending to transfer all of their interest in said easement to Ginger, Ltd. as successor lessee of the property solely served and benefited by said easement subject only to the interest in said easement of Sanitary and Improvement District No. 254 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned have set their hands this 1st day of September, 1980.

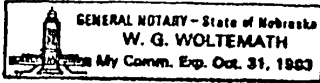

Donald G. Lamp


Marjorie M. Lamp, As Spouse of
Donald G. Lamp and as Successor
to Ginger Cove, Inc.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of September, 1980, before me the undersigned, a notary public qualified in said county, personally appeared Donald G. Lamp and Marjorie M. Lamp, known to me to be the identical persons who executed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



W. G. Woltemath
Notary Public

E A S E M E N T

AGREEMENT made the 28th day of December, 1970,
between VALLEY FEED YARDS, INC., Grantor, and RAY'S VALLEY
LAKES, INC., Grantee,:

WHEREAS, Grantor is the fee simple owner of certain lands
in Douglas County, Nebraska located in Sections Thirty-Five (35)
Township Sixteen North (16N), Range Nine East (9E), across which
has been constructed a private road running between certain land
in which Grantee herein holds a Lessee's interest and State
Highway # 64, and

WHEREAS, Grantee's leasehold interest in said land was
obtained under a lease agreement between Grantor herein as Lessor
and Grantee herein as Lessee and dated the 29th day of April,
1967, and

WHEREAS, said lease agreement contemplates without mention
that Grantee herein will be given the use of the above described
private road during the term of said lease, and

WHEREAS, the use of the private roadway is essential to
the value of Grantee's leasehold in that it provides the only
access to and from the property, and

WHEREAS, it is the intontion of the parties to this agree-
ment to clarify and make certain the rights given Grantee under
said lease agreement by the granting of an easement and right-of-
way over said private road for the purposes and in the manner
hereinafter expressed:

NOW THIS INDENTURE WITNESSETH that in consideration of
the lease agreement between the parties and for the additional
consideration of \$10.00 paid by Grantee to Grantor, the receipt
of which is hereby acknowledged, Grantor hereby grants unto
Grantee, its successors and assigns:

Full and free right and liberty for it or its
agents, its or their tenants, servants, visitors,
sublessees, patrons and the public generally, and
vehicles of any description, for all purposes
connected with the use and enjoyment of Grantee's
leasehold and for whatever purpose the said
leasehold may be from time to time lawfully used
and enjoyed, to pass and repass along the said
private road which is described as follows:

A right-of-way, 50 feet in width, lying immediately east of the line hereafter described: Beginning at a point 1040 feet east of a point on the South R.O.W. line of State Highway 64, 33.0 feet south and 33 feet east of the Northwest Corner of Section 35; thence south a distance of 1320 feet, thence South 15° 00' 00" a distance of 600 feet; thence South 4° 15' 20" East, a distance of 610 feet; thence Southeasterly to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 35; thence South along the East line of the Northwest Quarter of the Southwest Quarter of said Section 35 a distance of 1200 feet.

This easement shall continue in effect so long as the lease agreement between the parties hereto shall continue and any renewal of said lease agreement shall constitute an extension of this easement for an additional and equal term.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

VALLEY FEED YARDS, INC.

CORPORATE SEAL

By *C Everett Smith*

RAY'S VALLEY LAKES, INC.

CORPORATE SEAL

By *Ray Williams*

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came *C Everett Smith, President* of Valley Feed Yards, Inc., a corporation, known to me to be the *same* and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on the *15th* day of *Jan*, 1978.

Virginia Schuy
 Notary Public

My commission expires *August 31, 1973*.

ASSIGNMENT OF EASEMENT

Reference is hereby made to an easement dated December 28, 1970, between Valley Feed Yards, Inc., grantor, and Ray's Valley Lakes, Inc., grantee, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference.

In consideration of One Dollar (\$1.00) and other valuable consideration, Ray's Valley Lakes, Inc. hereby assigns and transfers all of its right, title and interest in and to said easement unto Donald G. Lamp and Ginger Cove, Inc. and to their tenants, servants, visitors, sublessees, heirs, successors and assigns, hereby intending to transfer all of its interest in said easement to Donald G. Lamp and Ginger Cove, Inc. as sublessees of the property solely served and benefited by said easement.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 30th day of December, 1971.

RAY'S VALLEY LAKES, INC., A
Nebraska Corporation

By *Ray Villarreal*
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Ray Villarreal, President of Ray's Valley Lakes, Inc., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on December 30, 1971.

Virginia Dehler
Notary Public

Exhibit "B"

Reference is hereby made to an easement dated December 28, 1970, between Valley Feed Yards, Inc., grantor, and Ray's Valley Lakes, Inc., grantee, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, and to an assignment of said easement dated December 30, 1971, from Ray's Valley Lakes, Inc. to Donald G. Lamp and Ginger Cove, Inc. and to their tenants, servants, visitors, sub-lessees, heirs, successors and assigns, a copy of which is attached hereto, marked Exhibit "B", and made a part hereof by reference.

In consideration of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, Donald G. Lamp and Marjorie M. Lamp, his wife, and Ginger Cove, Inc., a Nebraska Corporation, grantors, hereby assign and transfer an undivided interest, in common with the interest of grantors, in and to the easement attached hereto as Exhibit "A" and assigned to grantors by Exhibit "B", unto Sanitary and Improvement District No. 254 of Douglas County, Nebraska, a political subdivision of the State of Nebraska for the purpose of enabling said District to provide and maintain a public road from Highway 64 to the subdivision presently known as Ginger Woods, and to the successors of said District in that regard, in common with the lessees of property now or hereafter situated within the boundaries of said Sanitary and Improvement District No. 254 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned have set their hands this 13th day of April, 1973.

Donald G. Lamp

Marjorie M. Lamp

GINGER COVE, INC., a Nebraska Corporation

By _____
President

Exhibit C

Before me, a notary public qualified in said county, personally came DONALD G. LAMP and MARJORIE M. LAMP, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on April 13, 1973.

 Notary Public

Before me, a notary public qualified in said county, personally came DONALD G. LAMP, President of GINGER COVE, INC., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on April 13, 1973.

 Notary Public

RECEIVED
 1980 DEC 31 AM 10:55
 C. HAROLD GIBLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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