

E X H I B I T "A"

- 1 - Frame Pumphouse, approximately 10'x8'
  - 1 - Steel Warehouse approximately 24'x32' with concrete loading dock
  - 4 - 15,000 gal. Vertical Storage Tanks
  - 1 - Viking Twin Rotary Pump, Serial Numbers 3121875 and 3121865
  - 1 - Louis-Allis Electric Motor, #941622
- Together with Piping Valves, Catwalk and all other appurtenances thereto.

E X H I B I T "A"

o o o o o o o o o o o o o o o o

Melvin Thomas & wf.

to

LYMAN-RICHEY SAND & GRAVEL CORPORATION

Filed: April 12, 1961 at 10:00 A. M.  
Ned Swanson, Register of Deeds

o o o o o o o o o o o o o o o o

Gravel Lease

This Agreement executed this 9th day of March, 1961, between Melvin Thomas and Rose Thomas, husband and wife, of Ashland, Nebraska, hereinafter referred to as Lessors, and Lyman-Richey Sand & Gravel Corporation, with offices in the Omaha National Bank Building, Omaha, Nebraska, hereinafter referred to as Lessee,

WITNESSES THAT:

WHEREAS, Lessors own the fee simple title ( free and clear of all encumbrances) to the following described real estate, situated in Saunders County, Nebraska, to-wit:

The South 1/2 of the Southwest 1/4 and the South 1/2 of the Southeast 1/4, Section 7; also Tax Lot 8 in Section 8; Also the North 65.91 acres of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4, section 18: Also that part of the Northeast 1/4 of the Northeast 1/4 of Section 18, lying west of the center line of the Platt River: Also 38.5 acres, more or less, in the Northwest 1/4 of the Northwest 1/4 of Section 18; all in Township 13, Range 10 East of the 6th P.M.; also the North 1/2 of the Northeast 1/4 of Section 13 and the South 1/2 of the Southeast 1/4 of Section 12 both in Township 13, Range 9, East of the 6th p.m., all in Saunders County, Nebraska.

and are willing to lease the same to Lessee for the purpose of excavating and removing sand and gravel under and subject to the terms and provisions hereinafter set forth.

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

1. Lessors by these presents, do hereby lease to Lessee that portion of the above described premises (215 acres more or less) described as follows:

The Southeast 1/4 of the Southwest 1/4, that part of the Southwest 1/4 of the Southwest 1/4 lying East of the existing creek, the Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Southeast 1/4, all in Section 7, Township 13, Range 10 East of the 6th P.M.; also that part of the Southwest 1/4 of the Southwest 1/4 lying West of the

center line of the Platt River in Section 8, Township 13, Range 10 East of the 6th P.M.: also that part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  lying East of the existing creek, the North 65.91 acres of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and that part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  lying West of the center line of the Platt River, all in Section 18, Township 13, Range 10 East of the 6th P.M., Saunders County, Nebraska, containing approximately 215 acres more or less.

2. This lease shall run to Lessee for a period of ten (10) years, beginning March 15, 1961, to and including March 14, 1971, with the option to the Lessee to extend this lease on the same basis for ten (10) additional years; provided, however, that Lessee may terminate this lease at the end of any lease year during the term of this lease, or the extension thereof, during which year it has completed its excavation operations of the leased premises for sand and gravel. Notice of such intention to extend the lease must be given in writing by Lessee to Lessors and mailed to Lessors' address at Ashland, Nebraska, or such other address as Lessors may later direct, within three (3) months prior to March 15, 1971. Notice of termination by completion of operations shall be given in the same manner at least three (3) months prior to end of lease year in which it is desired to terminate.

3. Lessee in consideration of the leasing of the said premises for the purposes herein set out covenants and agrees to pay to Lessors as rent for said premises as follows:

(a) Lessee shall pay the sum of \$2,000 with the execution of this agreement, receipt whereof is hereby acknowledged, as a minimum guaranteed advance of royalties as herein provided for the year beginning March 15, 1961, and \$2,000 on March 15, for each subsequent year in which this lease, or any extension thereof, continues, the same to be treated as a minimum or advance on royalty for the year which respect to which it is paid.

- 2 -

(b) As royalty for the rights herein granted, Lessee agrees to pay to Lessors seven cents (7¢) per cubic yard (5¢ per ton) for all grades of material excavated and removed by it from the leased premises during the term of the lease (or any extension thereof) by rail or truck.

(c) Lessee agrees that within thirty (30) days it will account to Lessors for all grades of sand and gravel removed by rail or truck during the preceding month from the leased premises and that it will use accredited means to ascertain the amount of such sand and gravel removed from said premises and as soon as it has used up the credit under its minimum advance on royalty (40,000 tons) in each year thereafter, simultaneously with each such accounting, remit by check to Lessors the amount of royalty due as shown by each such accounting as above described. Such accounting and remittance shall be sent by mail addressed to Lessors at Ashland, Nebraska, until notified to the contrary by Lessors.

4. It is further agreed that Lessee shall use said Leased premises only for the purpose of excavating and removing sand and gravel therefrom, and that Lessors shall have the right from time to time to use, for agricultural purposes, that portion of said premises not then being used by Lessee for the purposes herein set out.

5. It is likewise agreed that Lessee shall have, and is hereby granted a sole and exclusive easement for railroad and/or truck right-of-way purposes across the above described land, the said easement and right-of-way to be 70 feet wide, to extend completely across the premises herein leased and to be located as designated by Lessee.

6. It is likewise agreed that to assure free and uninterrupted access to the leased premises, Lessee shall have, and is hereby granted, a sole and exclusive easement for railroad and/or

- 3 -

TRUCK right-of-way purposes across Lessors' land, i.e. the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , Section 13, Township 13, Range 9, East of the 6th P.M., and the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 18, Township 13, Range 10 East of the 6th P.M., lying immediately west of the leased premises, said easement or easements to be located at such points or places as Lessee may designate. It is agreed that Lessee may borrow dirt for the building of such truck or rail roadway from the land immediately adjoining said roadway or roadways.

The consideration for the said easement of right-of-way is included in the consideration for the lease and its extension as hereinabove provided.

7. Lessee shall have the exclusive right to enter upon the leased premises with the necessary equipment, men, vehicles and apparatus necessary for the production and removal of sand and gravel therefrom and is hereby granted the right to pump, dig, produce, screen, stockpile and remove by truck or rail all materials on said leased premises and to fence off such portion or portions of the leased premises from time to time as it may deem advantageous in carrying on its operations.

8. Lessee shall have the right to construct or have constructed and maintained any power lines on the leased premises or across Lessors' land to the west thereof necessary to the carrying on of its operations and to build any roadways over the leased premises for the conduct of its operations.

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

10. Lessee shall have fourteen (14) days from the date of the execution of this lease in which to make such tests as it may

- 4 -

desire to make to determine whether its proposed sand and gravel operations upon the leased premises would be feasible, practicable, or profitable, and this Lease shall not become effective unless and until, within said fourteen (14) day period, Lessee has found said test to be satisfactory and has so indicated to Lessors. In the event that such tests prove unsatisfactory to Lessee, the \$2000 paid by Lessee upon the execution of this Lease shall be returned.

11. Lessors agree to pay all taxes and special assessments against the leased land; however, Lessee is to pay any taxes or assessments on improvements made by it on said leased premises, or on equipment used in its operations.

12. In the event that Lessors, either directly or indirectly, acquire title to the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 7, and the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, all in Township 13, Range 10 East of the 6th P.M., or any part thereof, during the term of this lease, or any extension thereof, it is expressly understood and agreed that said lands, or the part so acquired, shall be automatically included in the property demised under this lease and all the terms and conditions of this Lease shall apply to said lands the same as if they were expressly leased herein.

13. In the event that Lessors, or any corporation which the Lessors might control, decide to lease or sell all or any part of the lands which they now own, or which they may hereafter acquire, during the terms of this lease, or any extension or renewal thereof, lying adjacent to the property demised under this Lease, the Lessors shall first give the Lessee the opportunity to so lease or purchase the said lands at the same price and under no less favorable terms and conditions as the Lessors would offer to a third party.

- 5 -

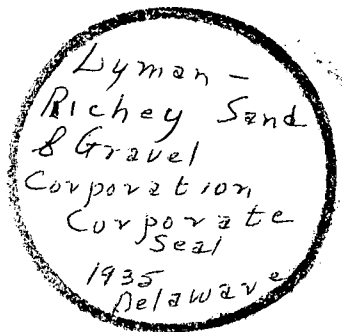
14. Upon notification from the Lessee that it has completed operations on any part of the premises herein demised, the Lessors shall be entitled to re-enter and take possession

of that part of the premises upon which the Lessee has completed its operations; provided, however, that the Lessors shall agree, upon re-entry, to hold the Lessee harmless from any and all claims, actions or causes of action, arising out of the Lessors' use of the said premises or the use of the said premises by any third person. In the event the Lessors do re-enter a part of the demised premises pursuant to this paragraph, they agree to protect the remaining part of the demised lands and the Lessee's personal property thereon from trespass, damage, destruction or waste which might otherwise arise out of the Lessors' or any third party's use of the re-entered lands.

The Lessee agrees to hold the Lessors harmless from any and all claims, actions or causes of action arising out of the Lessee's use of the demised premises.

15. This Lease shall be binding on the parties hereto, their successors and assigns. Lessee shall have the right to assign or sublease to any financially responsible assignee or sublessee.

IN WITNESS WHEREOF the parties hereto have executed this instrument in duplicate originals as of March 9, 1961.



Melvin Thomas  
MELVIN THOMAS

Rose Thomas  
ROSE THOMAS  
LESSORS

LYMAN-RICHEY SAND & GRAVEL CORPORATION

By Fred P. Curtis  
President

LESSEE

ATTEST:

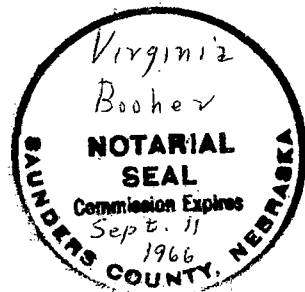
✓  
Secretary

- 5a -

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF SAUNDERS )

On this 9th day of March, 1961, before me, a Notary Public, in and for said County, personally came MELVIN THOMAS and ROSE THOMAS, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above agreement and they acknowledged this instrument to be their voluntary act and deed and the voluntary act and deed of each of them.

WITNESS my hand and official seal at Ashland, Saunders County, Nebraska, the date aforesaid.



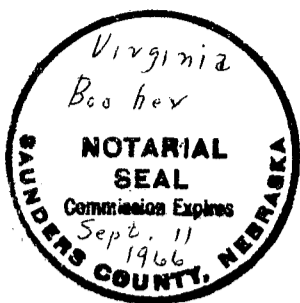
Virginia Booher  
Notary Public

My Commission expires Sept. 11, 1966.

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 9th day of March, 1961, before me, a Notary Public, in and for said County, personally came Fred P. Curtis President and X X Secretary of LYMAN-RICHEY SAND & GRAVEL CORPORATION, who are personally known to me to be the identical persons whose names are affixed to the above agreement as President and Secretary of said corporation and they acknowledged this instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS My hand and official seal at Omaha, Douglas County, Nebraska, the date aforesaid.



Virginia Booher  
Notary Public

My Commission expires Sept. 11, 1966.

- 6 -

o o o o o o o o o o o o o o o o

Jacqueline C. Schiefelbein

to

Dean C. Nelsen and wife

Real Estate Contract

Filed: April 24, 1961 at 9:20 A.M.  
Ned Swanson, Register of Deeds

o o

This agreement and contract, made and entered into the 24th day of February 1961, between Jacqueline C. Schiefelbein, a widow, of the County of Saunders, State of Nebraska, hereinafter called the "Vendor" and Dean C. Nelsen and Betty C. Nelsen, his wife, of the County of Dodge, State of Nebraska, hereinafter called the "Purchaser," Witnesseth:

Vendor, in consideration of the covenants and agreements hereinafter contained, hereby sells and agrees to convey to Purchaser, the following described real estate, situated in Saunders County, State of Nebraska, to-wit:

The South Half (S $\frac{1}{2}$ ) and the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Thirty-one (31), Township Seventeen (17) North, Range Five, East of the 6th P.M. for the sum of Twelve thousand one hundred twenty and no/100 (\$12,120.00) - - -DOLLARS, payable as hereinafter provided.

And Purchaser, in consideration of the covenants herein contained, agrees to purchase the real estate above described and to pay therefor the sum of Twelve Thousand one hundred twenty and no/100 Dollars, in the manner following, to-wit:

Five hundred and no/100 (\$500.00) Dollars, paid prior to the execution of this contract, receipt thereof being hereby acknowledged, and the balance of Eleven thousand six hundred twenty and no/100 (\$11,620.00) Dollars, as follows:

\$620.00 payable on or before March 1, 1961, at which time an executed copy of this contract shall be delivered to Vendor and to Purchaser;

\$100.00 payable on or before April 1, 1961, and a like amount payable on or before the first of each month thereafter for a period of four years, to and including March 1, 1965, said monthly payments to be applied to the contract principal.

Contract principal shall draw interest from March 1, 1961, at the rate of 6% per annum on all sums as shall remain unpaid, payable November 25, 1961, ~~and annually on November 25, 1961~~ and annually on November 25th in each year thereafter to and including November 25, 1964, and on March 1, 1965. Delinquent payments shall draw interest at 7% from due date.

Both principal and interest shall be paid to Mrs. Jacqueline C. Schiefelbein at (post office address) 156 E. 8th Street, Wahoo, Nebraska.

Purchaser to have the privilege of paying \$100.00, or any multiple thereof, in excess of payment due on this contract on any interest pay date.

Note and Mortgage for unpaid balance: The Vendor agrees that when the principal amount of this contract and all interest due thereon has been paid down to the sum of Six thousand two hundred and no/100 (\$6,200.00) - - -Dollars, and there are no delinquent taxes, and upon delivery of the note and mortgage hereinafter mentioned, to execute and deliver to Purchaser a