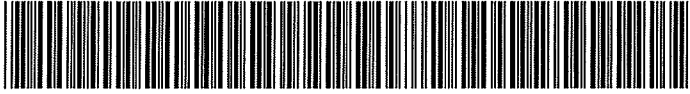


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JUN 06 2017 09:42 P 5

Fee amount: 34.00
FB: 01-60000
COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/06/2017 09:42:53.00



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MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT is executed this 31st day of May, 2017, by Richard G. Eurich and JoAnne Eurich, Trustee of the Richard G. Eurich Trust, JoAnne Eurich and Richard G. Eurich, Trustee of the JoAnne Eurich Trust, whose address for purposes of this instrument is 13030 So. 132nd St., Springfield, NE 68059, and Gwendolyn L. Eurich, Trustee of the Harold H. Eurich Trust of 1999, and Gwendolyn L. Eurich, Trustee of the Gwendolyn L. Eurich Trust of 1999, whose address for purposes of this instrument is 12606 Hwy. 370, Omaha, NE 68130 (collectively, the "Seller"), and Pacific 192 LLC, a Nebraska limited liability company ("Buyer"), whose address for purposes of this instrument is % Kevin D. Irish, 16912 Audrey St., Omaha, Nebraska 68136.

WITNESSETH:

WHEREAS, Seller owns certain real property situated in Douglas County, Nebraska as described on Exhibit A attached hereto and incorporated herein by reference (the "Option Property");

WHEREAS, Seller and Buyer entered into an Option Agreement, dated as of January 5, 2015 (the "Option Agreement") pursuant to which Seller has granted to Buyer an option to purchase the Option Property; and

WHEREAS, Seller and Buyer desire to memorialize of record the terms and conditions of the Option Agreement.

NOW, THEREFORE, know all persons by these presents that:

1. Pursuant to the Option Agreement, Seller has granted to Buyer an option to purchase the Option Property in accordance with the terms of the Option Agreement. Unless exercised in accordance with the terms of the Option Agreement, the option granted to Buyer under the Option Agreement shall automatically terminate at 11:59 P.M. Central Time on December 31, 2018.

2. Pursuant to the Option Agreement, during the period that the Option Agreement is in effect, Seller shall not, without Buyer's prior written consent: (a) grant any easement, right-of-way, license, restriction, restrictive covenant, or any other encumbrance burdening the Option Property or to be filed of record against the Option Property; (b) enter into any lease or other agreement with respect to the Option Property that cannot be terminated prior to the closing of the purchase of the Option Property.

3. In addition to the foregoing provisions, all the terms, conditions, provisions and covenants of the Option Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document. This Memorandum is not intended to amend, modify, supplement, or supersede any of the provisions of the Option Agreement and, to

the extent there may be any conflict or inconsistency between the Option Agreement or this Memorandum, the Option Agreement shall control.

IN WITNESS WHEREOF, Seller and Buyer have executed this Memorandum as of the date and year first above written.

SELLER:

Richard G. Eurich Trust

By: Richard G. Eurich, Trustee
Richard G. Eurich, Trustee

By: JoAnne Eurich, Trustee
JoAnne Eurich Trustee

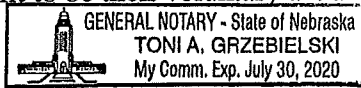
JoAnne Eurich Trust

By: JoAnne Eurich, Trustee
JoAnne Eurich, Trustee

By: Richard G. Eurich, Trustee
Richard G. Eurich, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

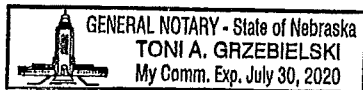
On this 12 day of May, 2017, before me personally came Richard G. Eurich and JoAnne Eurich, Trustees of the Richard G. Eurich Trust, who are personally known to me to be the identical person whose names are affixed to the above Agreement as Trustees, and acknowledged said Agreement to be their voluntary act and deed.



Toni A. Grzebielski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 12 day of May, 2017, before me personally came JoAnne Eurich and Richard G. Eurich, Trustees of the JoAnne Eurich Trust, who are personally known to me to be the identical person whose names are affixed to the above Agreement as Trustees, and acknowledged said Agreement to be their voluntary act and deed.



Toni A. Grzebielski
Notary Public

Harold H. Eurich Trust of 1999

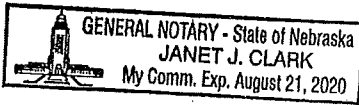
By: Gwendolyn L. Eurich, Trustee
Gwendolyn L. Eurich, Trustee

Gwendolyn L. Eurich Trust of 1999

By: Gwendolyn L. Eurich, Trustee
Gwendolyn L. Eurich, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

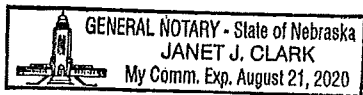
On this 31 day of May, 2017, before me personally came Gwendolyn L. Eurich, Trustee of the Harold H. Eurich Trust of 1999, who is personally known to me to be the identical person whose name is affixed to the above Agreement as Trustee, and acknowledged said Agreement to be her voluntary act and deed.



Janet J. Clark
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31 day of May, 2017, before me personally came Gwendolyn L. Eurich, Trustee of the Gwendolyn L. Eurich Trust of 1999, who is personally known to me to be the identical person whose name is affixed to the above Agreement as Trustee, and acknowledged said Agreement to be her voluntary act and deed.



Janet J. Clark
Notary Public

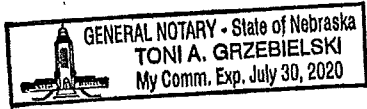
BUYER:

PACIFIC 192 LLC,
a Nebraska limited liability company,

By: *K. D. Irish*
Kevin D. Irish, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF *Douglas*)

On this *31* day of May, 2017, the foregoing instrument was acknowledged before me by Kevin D. Irish, personally known to me or who has produced satisfactory evidence of identification to me, as Manager of Pacific 192 LLC, a Nebraska limited liability company.



 Toni A. Grzebielski
Notary Public

EXHIBIT "A"

Legal Description of the Land

The West 530 feet of the East 580 feet of the North 870 feet of the South 903 feet, except the West 259 feet of the East 309 feet of the North 97 feet of the South 903 feet of the Southeast Quarter (SE1/4) of Section 19, Township 15 North, Range 11, East of the 6th P.M., Douglas County, Nebraska, also described as: Beginning at a point North 0° West 33 feet (assumed bearing) along the East section line and North 51° 40' West parallel to the South section line 50.0 feet; thence North 89° 51' 40" West 530 feet; thence North 0° West 870.0 feet; thence South 89° 51' 40" East 271.0 feet; thence South 0° East 97.0 feet; thence South 89° 51' 40" East 259.0 feet; thence South 0° East 773.0 feet to the point of beginning;

AND

The West 17 feet of the East 50 feet of the North 773 feet of the South 806 feet of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 19, Township 15 North, Range 11, East of the 6th P.M., in Douglas County, Nebraska