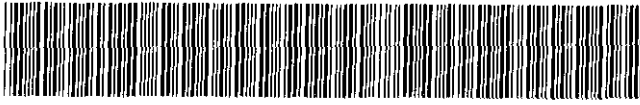


MTG 2007011639



JAN 30 2007 15:38 P 9

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/30/2007 15:38:40.62



2007011639

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

MTG
 FEE 76.50 (see attached)
 FB 01-60000
 K 9 23-15-13 BKP 26-15-13 C/O COMP
 63 DEL _____ SCAN _____ FV _____
 cash

✓ 37618

After recording return to: Warren R. Whitted, Jr., 2027 Dodge Street, Suite 100, Omaha, Nebraska 68102.

DEED OF TRUST

THIS DEED OF TRUST is made this 30 day of January, 2007, by and among Riverview Properties, LLC, a Nebraska limited liability company whose mailing address is 302 Pierce Street, Omaha, Nebraska 68108 ("Trustor"), Warren R. Whitted, Jr., a member of the Nebraska State Bar Association, whose mailing address is 2027 Dodge Street, Suite 100, Omaha, Nebraska 68102 ("Trustee"), and Universal Contracting Corporation, a Nebraska corporation whose mailing address is 304 Pierce Street, Omaha, Nebraska 68108 ("Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in the County of Douglas, State of Nebraska, and described on Exhibit "A" attached to and made a part of this Deed of Trust by this reference (the "Property").

TOGETHER WITH all interest which Trustor now has or may acquire in or to said Property and in or to all rents, easements, appurtenances, hereditaments, improvements and all personal property that may be or become an integral part of such Property.

The Property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate."

Trustor covenants that Trustor is lawfully seized of the Trust Estate and has the right to grant, convey, transfer and assign the Trust Estate to the Trustee and that Trustor will warrant and defend generally the title to the Trust Estate against all claims and demands and that the Trust Estate is free of all liens.

THIS CONVEYANCE IS GIVEN FOR THE PURPOSE OF SECURING:

a. Payment of the principal sum with interest thereon advanced pursuant to that certain Promissory Note dated January 29, 2007 (the "Note") in the principal amount of Six Hundred Thirty Thousand Dollars and NO/100 Cents (\$630,000.00) executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is made a part of this Deed of Trust, and any and all modifications, extensions and renewals of the Note together with any future advances made by Beneficiary plus accrued interest; and

b. All future advances by Beneficiary to or for the benefit of Trustor, including payment of all sums advanced by Beneficiary for any reason to protect the Trust Estate, with interest at the maximum rate allowed by law.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured by this Deed of Trust are referred to collectively as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. PAYMENT OF INDEBTEDNESS. Trustor shall pay when due the principal of and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Documents.
2. TAXES. Trustor shall pay each installment of all taxes and special assessments of every kind, now or levied in the future against the Trust Estate or any part of the Trust Estate, before delinquency, without notice or demand and shall provide proof of payment to Beneficiary. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest in this Deed of Trust or the debt secured by this Deed of Trust, without regard to any law that may be enacted imposing payment of the whole or any part upon the Beneficiary.
3. INSURANCE. Trustor shall maintain fire, property and casualty insurance insuring the Trust Estate for an amount no less than the amount of the unpaid principal balance of the Note, including all extensions or modification of the Note. Such insurance policy shall contain a standard mortgage clause in favor of Beneficiary and shall not be cancelled, terminable or modifiable without ten (10) days written notice to Beneficiary. A certificate showing proof of such insurance shall be delivered to Beneficiary.
4. REPAIRS. Trustor shall promptly repair, maintain and replace the Trust Estate or any part of the Trust Estate so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall Trustor commit waste on or to the Trust Estate. Trustor shall pay when due all claims for labor performed on or materials furnished to the Trust Estate, and shall comply with all laws affecting the Property or requiring any alternations or improvements to be made on the Property.
5. ACTIONS AFFECTING TRUST ESTATE. Trustor shall appear in and contest any action or proceeding purporting to affect the security thereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security secured by this Deed of Trust. Trustor shall, immediately upon demand by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisal, surveys, and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the Default Rate provided in the Note.
6. EMINENT DOMAIN. Should the Trust Estate, or any part of the Trust Estate or interest in the Trust Estate, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payment or relief, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.
7. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, substitute, in the manner prescribed by law, a successor or successor to the Trustee. The successor Trustee shall succeed to all the predecessor's title, rights, powers and duties without conveyance from the predecessor trustee.
8. SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, inures to the benefit of and binds all parties to this Deed of Trust, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary in this Deed of Trust.

9. INSPECTIONS. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

10. ASSIGNMENT OF LEASES AND RENTS. Trustor absolutely assigns and transfers to Beneficiary all the leases, rents, issues and profits of the Property, if any, and gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to take possession and control of the Property and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of the Trustor or Beneficiary, for all such rents, issues and profits and apply the same to the amounts due under the Loan Documents; provided, however, that Trustor shall have a revocable license to possess and control the Property and to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an Event of Default under any of the Loan Documents. This assignment of the rents, issues and profits of the Property is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

11. EVENTS OF DEFAULT. Any of the following events shall be deemed an Event of Default:

a. Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum secured by this Deed of Trust when due; or

b. There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in this Deed of Trust or in any of the Loan Documents.

12. ACCELERATION UPON DEFAULT, ADDITIONAL REMEDIES. Should an Event of Default occur Beneficiary may declare all indebtedness secured by this Deed of Trust to be due and payable and the same shall become due and payable without any presentment, demand, protest or notice of any kind. Then Beneficiary may:

a. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, increase the income or protect the security of this Deed of Trust and, with or without possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply to the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application of such rents, issues and profits, shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents or issues of profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the rights to exercise the power of sale.

b. Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants of this Deed of Trust;

c. Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, by exercise of the power of sale contained in this Deed of Trust, upon which notice, Trustee shall cause to be duly filed for record in the appropriate Official Records of the County in which the Trust Estate is located.

13. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the Power of Sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

a. Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash or cash equivalent payable at the time of sale. Trustee shall deliver to such purchaser or purchasers its good and sufficient deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

b. As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title and reasonable attorney fees, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then prepared, with accrued interest; (ii) all other sums secured by this Deed of Trust; and (iii) the remainder, if any, to the person or person legally entitled to the sums. Nothing in this Deed of Trust shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against Trustor.

c. Trustee may in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

14. REMEDIES NOT EXCLUSIVE. In the Event of Default, the remedies provided in this Deed of Trust are not exclusive of any other remedies available to the Beneficiary and Trustee as allowed by law.

15. ADDITIONAL TRUSTEE POWERS AND LIMITS OF LIABILITY. At any time, and without notice, upon written request of the Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without liability, and without affecting the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, and without affecting the security for the full amount secured on all property remaining subject to this Deed of Trust, and without the necessity that any sum representing the value of any portion of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may:

- a. release and reconvey all or any part of the Property;
- b. consent to the making and recording, or either, of any map or plat of the Property or any part thereof;
- c. join in granting any easement on the Property;
- d. join in or consent to any extension agreement or any agreement subordinating the lien or encumbrance of this Deed of Trust.

The Trustee shall not be held liable for any loss resulting from any act(s) or failure(s) to act if such act(s) or failure(s) are so performed in good faith.

16. ACCELERATION UPON SALE OR ENCUMBRANCE. If the Trustor sells, conveys, transfers or disposes of, or further encumbers the Trust Estate, or any part of the Trust Estate, without the written consent of the Beneficiary being first had and obtained, which Beneficiary can withhold in his or her sole discretion, the Beneficiary shall have the right, at its option, to declare all sums secured by this Deed of Trust immediately due and payable.

17. REQUEST FOR NOTICE. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it and the address set forth in the first paragraph of this Deed of Trust.

18. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision,

and this and the provisions of the Loan Documents are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

19. RECONVEYANCE BY TRUSTEE. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and the Note of Trustee for cancellation and retention and upon payment by Trustor and Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled, without warranty, any portion of the Trust Estate then held under this Deed of Trust. The recitals in such reconveyance of any matters or facts shall be conclusive proof of their truthfulness. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

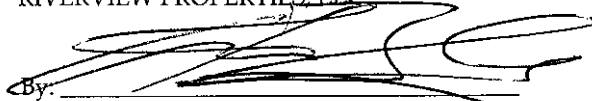
20. NOTICES. Any notice, demand, request or other communication with respect to this Deed of Trust shall be in writing and shall be effective only if the same is delivered by personal service or mailed first class or by certified mail, postage prepaid, return receipt requested. Any party may at any time change its address in writing for notice of such change.

21. TIME OF THE ESSENCE AND NON-WAIVER. Time is of the essence of this Deed of Trust. Acceptance by Beneficiary of any sum secured by the Loan Documents after its due date does not constitute a waiver by Beneficiary of its right to require prompt payment when due of all other sums so secured or to declare default for failure to so timely pay.

22. ACCEPTANCE BY TRUSTEE. Trustee accepts the Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

RIVERVIEW PROPERTIES, LLC



By: Steven M. Braithwaite, Managing Member

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on January 30, 2007 by Steven M. Braithwaite, Managing Member of Riverview Properties, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

233947

EXHIBIT "A"

LEGAL DESCRIPTIONS

25-08180

PARCEL 1: Part of Blocks 1 and 18, in CREDIT FONCIER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; together with Block 243 and part of Blocks 242, 244, 268 and 269, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, also together with part of Government Lot 4 in the Southwest Quarter (SW¼) of Section 23, Township 15 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, also together with part of vacated Pierce Street, Poppleton Avenue, William Street, 3rd Street, 4th Street and alleys contained within said blocks, a portion of which has been platted as QUAKER PLACE, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, the entire parcel described as follows:

01-60000
23-1513
SESU

23-31620

Beginning at a point 15.00 feet South of the Southwest corner of Lot 7, Block 244, said point being on the extended West line thereof; thence South 89°46'42" West (assumed bearings), for 40.44 feet, parallel with and 15.00 feet South of the South line of Lot 6, in said Block 244, to the East right-of-way line of the Burlington Northern Railroad; thence North 39°54'59" West, for 143.75 feet, along said East right-of-way line, to the West line of Lot 5, Block 244; thence North 00°31'06" East, for 48.74 feet, along said West line of Lot 5, Block 244; thence South 89°44'49" East, for 33.95 feet, parallel with and 10.00 feet North of the North line of Lot 5, Block 244; thence North 00°26'07" East, for 82.82 feet, parallel with and 32.00 feet West of the East line of Lot 4, Block 244, to the North line thereof; thence South 89°55'05" East, for 114.16 feet, along said North line of Block 244; thence North 00°32'13" West, for 130.30 feet; thence North 89°04'06" East, for 5.04 feet; thence North 00°32'17" West, for 128.08 feet, to the South property line of the Union Pacific Railroad; thence North 89°24'59" East, for 173.60 feet, along said South property line; thence South 00°35'54" East, for 61.96 feet, along said South property line; thence North 89°25'08" East, for 477.39 feet, along said South property line and the North line of Quaker Place, to the West right-of-way line of Burlington Northern Railroad's Quaker Oats Company spur line and the East line of Quaker Place; thence South 09°46'40" East, for 362.31 feet, along said West right-of-way line and the East line of Quaker Place; thence South 06°11'40" East, for 477.44 feet, along said West right-of-way line and the East line of Quaker Place, to the Southeast corner thereof; thence South 05°35'23" East, for 85.46 feet, along said West right-of-way line; thence South 06°14'47" East, for 529.18 feet, to a point 10.00 feet South of (measured perpendicular to) the South line of Lot 1, Block 18, Credit Foncier; thence North 89°58'44" West, for 125.38 feet, to the extended West line of Lot 2, in said Block 18, Credit Foncier; thence North 00°09'19" East, for 226.93 feet, along said West line extended North; thence North 89°59'00" West, for 81.91 feet, parallel with and 15.00 feet South of the South line of Lots 5 and 6, Block 1, Credit Foncier; thence North 00°10'17" East, for 341.50 feet, parallel with and 16.00 feet West of the West line of Lots 3 and 6, of said Block 1, Credit Foncier; thence South 89°59'00" West, for 64.97 feet; thence North 00°01'56" East, for 42.62 feet, to the South line of said Quaker Place; thence North 89°26'53" West, for 4.98 feet, to the most Southerly Southwest corner of said Quaker Place; thence North 00°00'41" West, for 14.99 feet, parallel with and 20.00 feet West of the West line of Lot 5, Block 269; thence North 89°45'03" West, for 308.44 feet, along the South line of said Block 268 and the Easterly extension thereof; thence North 27°43'42" West, for 74.80 feet, to the West line of said Block 268; thence South 89°40'25" East, for 66.01 feet, to the West line of Lot 6, Block 268; thence North 00°05'06" East, for 302.84 feet, along the West line of Lots 3 and 6, Block 268 and the Northerly extension thereof, to the South line of said Quaker Place; thence North 88°18'24" West, for 85.62 feet, along said South line, to the Southwest corner thereof; thence South 89°26'39" West, for 64.84 feet; thence North 00°18'08" West, for 162.95 feet, along a line 15.00 feet East of and parallel to the East line of Lot 8, of said Block 244; thence South 89°59'46" West, for 4.63 feet, to an existing building corner; thence South 88°55'18" West, for 10.40 feet, along said building line, to the extended East line of Lot 1, in said Block 244; thence South 00°19'14" East, for 5.64 feet, along said extended East line of Lot 1; thence North 89°52'38" West, for 131.70 feet, parallel with and 10.00 feet North of the North line of Lots 7 and 8, Block 244; thence South 00°14'57" East, for 157.11 feet, along the West line of said Lot 7, Block 244, to the Point of Beginning.

PARCEL 2: Part of Lots 1 and 2, in Block 267, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, together with the vacated West 20.00 feet of 4th Street abutting said Lot 1, the entire parcel described as follows:

Beginning on the extended North line of said Lot 1, 20.00 feet East of the Northeast corner thereof; thence South $00^{\circ}24'20''$ East (assumed bearings), for 132.06 feet, along a line parallel with and 20.00 feet East of the East line of said Lot 1, to the North line of the East-West 20.00 foot public alley in said Block 267; thence North $89^{\circ}44'37''$ West, for 43.59 feet, along said North line, to the East right-of-way line of the Burlington Northern Railroad; thence North $32^{\circ}48'50''$ West, for 157.15 feet, along said East right-of-way line, to the South right-of-way line of Pierce Street; thence South $89^{\circ}54'11''$ East, for 127.82 feet, along said South right-of-way line, to the Point of Beginning.

PARCEL 3: Part of Lot 8, in Block 267, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, described as follows:

Beginning at the Northeast corner of said Lot 8; thence South $01^{\circ}10'12''$ West (assumed bearings), for 17.63 feet, along the East line of said Lot 8, to the East right-of-way line of the Burlington Northern Railroad; thence North $32^{\circ}17'06''$ West, for 20.69 feet, along said East right-of-way line, to the North line of said Lot 8; thence North $89^{\circ}19'02''$ East, for 11.41 feet, to the Point of Beginning.

PARCEL 4: Lots 1 and 2 and part of Lots 3 and 4, in Block 2, in CREDIT FONCIER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the West 15.00 feet of vacated 3rd Street abutting said Lot 1, the entire tract described as follows:

Beginning at a point 15.00 feet East of the Northeast corner of said Lot 1 on the extended North line thereof; thence South $00^{\circ}10'48''$ West (assumed bearings), for 132.08 feet, along a line 15.00 feet East of and parallel to the East line of said Lot 1, to the extended South line thereof; thence North $89^{\circ}47'15''$ West, for 159.53 feet, along the South line of said Lots 1, 2 and 3, to the East right-of-way line of the Burlington Northern Railroad; thence North $32^{\circ}11'08''$ West, for 156.64 feet, along said East right-of-way line, to the North line of said Lot 4; thence South $89^{\circ}44'48''$ East, for 243.38 feet, along the North line of said Lots 1, 2, 3 and 4, and the Easterly extension thereof, to the Point of Beginning.

PARCEL 5: Part of Lots 7 and 8, in Block 2, in CREDIT FONCIER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the West 15.00 feet of vacated 3rd Street abutting said Lot 8, also together with the North 15.00 feet of vacated William Street from the East right-of-way line of the Burlington Northern Railroad to a line 15.00 feet East of the East line of said Lot 8, the entire tract described as follows:

Beginning at a point 15.00 feet East of the Northeast corner of said Lot 8 on the extended North line thereof; thence South $00^{\circ}11'04''$ West (assumed bearings), for 146.99 feet, parallel with and 15.00 feet East of the East line of said Lot 8, to a point 15.00 feet South of the South line of said Lot 8; thence North $89^{\circ}47'15''$ West, for 57.41 feet, parallel with and 15.00 feet South of the South line of said Lot 8, to the East right-of-way line of the Burlington Northern Railroad; thence North $31^{\circ}08'32''$ West, for 172.27 feet, along said East right-of-way line, to the North line of said Lot 7; thence South $89^{\circ}44'17''$ East, for 146.98 feet, to the Point of Beginning.

PARCEL 6: Part of Lots 3, 4, 5, 6 and 7, Block 438, and Lots 6, 7, 8, 9, 10 and part of Lots 4, 5 and 11, Block 433, and Lots 7 and 8 and part of Lots 6, 9 and 10, Block 430, and part of Lots 7 and 8, Block 429, all in GRANDVIEW, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with part of Lots 4 and 5, Block 270, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, also together with part of Tax Lot 1 in the Northwest Quarter (NW $\frac{1}{4}$) of Section 26, Township 15 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, also together with part of vacated Poppleton Avenue, William Street and Woolworth Avenue and all vacated alleys abutting the above Lots and Blocks, the entire tract described as follows:

NEW 01-60000
SEW

03
8000

25-08180

25-08180

03-80000

25-14120

Beginning at a point on the East right-of-way line of 2nd Street, being 100.00 feet South of the South right-of-way line of Pierce Street, as extended East from Block 267, Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska; thence South $16^{\circ}25'36''$ East (assumed bearings), for 116.24 feet, to a point 75 feet West of (measured perpendicular to) the center line of the original Missouri River levee of the East Omaha Drainage District and the West line of the Levee easement; thence along a curve to the right (having a radius of 3,744.72 feet and a long chord bearing South $15^{\circ}41'47''$ East, for 140.90 feet), for an arc length of 140.91 feet, to a point 75 feet West of (measured radially to) the centerline of said Levee; thence South $17^{\circ}32'18''$ East, for 74.43 feet, to a point 70 feet West of (measured perpendicular to) the center line of said Levee; thence South $13^{\circ}39'03''$ East, for 792.74 feet, to a point 15.00 feet South of the North line of Block 438, Grandview, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, said point being 70 feet West of (measured perpendicular to) the center line of said Levee; thence South $89^{\circ}21'55''$ West, for 229.55 feet, parallel with and 15.00 feet South of said North line, to the center line of the Burlington Northern Railroad's Quaker Oats Company spur line; thence North $06^{\circ}03'21''$ West, for 130.63 feet, to a point 6.00 feet West of (measured perpendicular to) said center line; thence North $06^{\circ}08'38''$ West, for 363.41 feet, parallel with and 6.00 feet West of said center line, to the East right-of-way line of 2nd Street; thence North $00^{\circ}09'43''$ East, for 599.79 feet, to the Point of Beginning.

- PARCEL 7: Easement Rights for a Private Roadway in instrument dated March 6, 1959 and recorded April 3, 1959, in Book 340 at Page 489 of the Miscellaneous Records of Douglas County, Nebraska.
- PARCEL 8: Easement Rights for pedestrian and vehicular ingress and egress as contained in instrument dated December 8, 1999 and recorded December 10, 1999, in Book 1319 at Page 606 of the Miscellaneous Records of Douglas County, Nebraska.