

Incorporation or Partnership to
Incorporation or Partnership

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed () not required
Certificate of Real Estate Value No. _____
_____, 19____



County Auditor

by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____

Date: August 31, 1995

(reserved for recording data)

FOR VALUABLE CONSIDERATION, Fontenelle Oil Co.
_____, a corporation _____ under the laws of
Nebraska _____, Grantor, hereby conveys and warrants to ABC Construction Co.
_____, Grantee, a
corporation _____ under the laws of Nebraska _____, real property in
Douglas County, Minnesota, described as follows:
Nebraska

See Exhibit A attached hereto and made a part hereof by reference (the "Property").

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

See Exhibit B attached hereto and made a part hereof by reference.

Affix Deed Tax Stamp Here

FONTENELLE OIL CO.

By Arnold D. Mickelson

Arnold D. Mickelson

Assistant Secretary

By _____

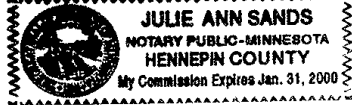
STATE OF MINNESOTA

COUNTY OF HENNEPIN

ss.

The foregoing was acknowledged before me this 24 day of August, 1995,
by Arnold D. Mickelson and _____,
the Assistant Secretary and _____
of Fontenelle Oil Co., a corporation
under the laws of Nebraska, on behalf of the _____ corporation

NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Holiday Companies
Legal Department (EJA)
4567 West 80th Street
Bloomington, Minnesota 55437

NEBRASKA DOCUMENTARY
STAMP TAX

271.25 By [Signature]

Julie Ann Sands
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should
be sent to (Include name and address of Grantee):

ABC Construction Co.
13420 Montclair Drive
Omaha, Nebraska 68144

GEORGE J. HENNINGSON
REGISTER OF DEEDS
DOUGLAS

SEP 5 10 43 AM '95

RECEIVED

10488 #4871 47-38020
FEE 27.00R FB
DEL C/O COMP
LEGAL PG SCAN FV

TA-32592

EXHIBIT A TO WARRANTY DEED DATED AUGUST 31, 1995
FONTENELLE OIL COMPANY., GRANTOR
ABC CONSTRUCTION CO., GRANTEE

Lots 13, 14, 15 and 16, in Block 8, in SYNDICATE HILL ADD., REPLATTED, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; EXCEPT the South 3 feet of said Lots 15 and 16; and, EXCEPT that part of said Lots 15 and 16, more particularly described as follows:

Beginning at the point where the Northerly existing right-of-way line of "L" Street intersects the Westerly existing right-of-way line of 45th Street; thence Westerly, a distance of 245.57 feet, along the Northerly existing "L" Street right-of-way line, to a point on the Easterly existing 46th Street right-of-way line; thence Northerly, deflecting 91°28'37" right, a distance of 10.53 feet, along said right-of-way line; thence Easterly, deflecting 88°36'13" right, a distance of 148.13 feet; thence Southerly, deflecting 90°00'00" right, a distance of 3.00 feet; thence Easterly, deflecting 90°00'00" left, a distance of 97.65 feet, to a point on the Westerly existing 45th Street right-of-way line; thence Southerly, deflecting 93°41'21" right, a distance of 7.19 feet, along said right-of-way line, to a point on the Northerly existing "L" Street right-of-way line, to the Point of Beginning;

Together with the East Half (E1/2) of the vacated alley adjacent to said Lots 13 and 14 and portion of Lot 15 on the West; and, Together with the West Half (W1/2) of the vacated alley adjacent to said portion of Lot 16 on the East.

EXHIBIT B TO WARRANTY DEED DATED AUGUST 31, 1995
FONTENELLE OIL COMPANY., GRANTOR
ABC CONSTRUCTION CO., GRANTEE

Grantors conveys and warrants the Property to Grantee, subject to the following exceptions:

A. The Property is encumbered with the following restrictions until one year following completion of the clean-up of the environmental condition of the Property:

No retail sales or storage of gasoline, diesel, or other motor fuel shall be made from or on the Property;

No grocery or supermarket store ("Grocery Store") shall be located on the Property; and

No convenience food store or superette ("Convenience Store"), whether or not the Convenience Store sells gasoline, diesel fuel or other motor fuel, shall be located on the Property.

For the purpose of this restriction, "Grocery Store" shall be defined as a facility selling retail groceries, including, without limitation, produce, vegetables, bakery or delicatessen items. For the purpose of this restriction, "Convenience Store" shall be defined as a facility selling groceries, sundries, general merchandise and other products and services, and which operates in a building containing 15,000 square feet or less;

B. All other covenants, encumbrances, restrictions, declarations and easements of record, including that certain easement reserved for utilities, above, on and below the surface of those portions of the vacated alley included within the Property by Ordinance No. 24926 of the City of Omaha, passed November 19, 1968 and recorded December 5, 1968, in Book 471 at page 201 of the Miscellaneous Records of Douglas County, Nebraska;

C. Reservation of mineral, water, oil or other natural resources to the State of Nebraska;

D. Building, zoning and subdivision laws and regulations;

E. The lien of real estate taxes and assessments which are not yet due and payable; and

F. Reserving unto Grantor an easement running with the Property for access to and ingress and egress over the Property for the purpose of performing all actions necessary or desirable in connection with the clean-up of the environmental situation on the Property, including, without limitation the performance of tests, construction, remediation, soil excavation, the placement of monitoring equipment and all other actions necessary or desirable to allow Grantor to comply with that certain Access Agreement dated August 31, 1995 by and between Grantor and Grantee. Such easement shall include the right to place temporary structures on the Property, either to enclose the area involved in the clean-up efforts or to house equipment required to conduct the clean-up. Such easement shall continue for so long as is necessary for Grantor to complete all undertakings set forth in such Access Agreement.

FONTENELLE OIL CO.
CERTIFICATE OF SECRETARY

Ronald A. Erickson being duly elected, qualified and acting Secretary of Fontenelle Oil Co., a Nebraska corporation (the "Corporation"), does hereby certify that attached hereto is a true and complete copy of certain resolutions adopted at a duly held meeting of the Board of Directors of the Corporation on August 24, 1995; and that said resolution has not been rescinded or modified in any manner and are on the date hereof in full force and effect.

Dated: August 24, 1995

FONTENELLE OIL CO.

By: 
Ronald A. Erickson, Secretary

FONTENELLE OIL CO.

Directors' Resolutions

RESOLVED, that the action of the officers of the Corporation in negotiating the Purchase Agreement pertaining to the Property, copies of which have been presented to the members of the Board of Directors, on behalf of the Corporation are hereby accepted and approved and Arnold D. Mickelson, Assistant Secretary, and any other officer of the Corporation are hereby authorized to complete negotiations with Buyer and to execute and deliver a Warranty Deed transferring title to the Property to Buyer. Such authorization includes, without limitation, authority to execute such further documents and instruments and take such additional actions as such officer or officers may deem necessary and desirable to consummate the sale of the Property and the other transactions contemplated therein.