



DEED 2005079712



JUL 08 2005 11:23 P 4

7-8-05
Date
\$ 1154.25
By <i>SH</i>

Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

7/8/2005 11:23:53.85



2005079712

**SPECIAL WARRANTY DEED**

Know all men by these presents, that I or We, ConocoPhillips Company, a Delaware corporation, successor in interest by merger to Conoco, Inc., a Delaware corporation herein called the grantor whether one or more, for and in consideration of the sum of One dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Loreto Bay, LLC, a Nebraska limited liability company, herein referred to as "Grantee", the following described real property:

Lot 1, Standing Bear Pointe Replat 2, a Subdivision in Douglas County, Nebraska

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same.
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.
- (4) Grantee acknowledges that for a period of Fifteen (15) years after the Closing date, neither Grantee, its successors, assigns, legal representatives, lessees, or sublessees shall use the Real Property for or allow the Real Property to be used for:
  - (a) the storage or sale of motor vehicle fuels.

Grantee's agreement to place these restrictions on the Real Property is a material inducement to Grantor to convey the Real Property to the Grantee. In the event these restrictions are violated, Grantor, its successors or assigns shall have the right to pursue any remedy available in law or equity against Buyer or its successors or assigns, specifically including the right to enjoin the offending use of the Real Property. These restrictions shall run with the land.

Dated: 6.24.2005

*Randall D. Amen*  
 By: Randall D. Amen  
 Its: Attorney-In-Fact

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*Need*  
*4 20*  
*1*  
*05-36812*  
*MB*

STATE OF COLORADO )  
 COUNTY OF ARAPAHOE )

On this 24<sup>th</sup> day of June, 2005, before me, the undersigned, a Notary Public in and for said County, personally came Randall D. Amen, Attorney in Fact known to be the same and identical person(s) whose name is affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed.



*Christine A Steger*  
 Notary Public

My commission expires the 9<sup>th</sup> day of  
February, 2005 2008  
*CS*

*H-41*

*2005*

*T-0301230*

**EXHIBIT "A"**

**Legal Description**

Lot 1, Standing Bear Pointe Replat 2, a subdivision in Douglas County, Nebraska

CONOCO PHILLIPS  
13054 E. Harvard Ave  
Denver, CO 80111  
ENGLEWOOD, CO 80111

## POWER OF ATTORNEY

Arapahoe County Clerk & Recorder, Tracy K. Baker  
Receipt #: 5186681  
Reception #: 83288044  
Pages Recorded: 2  
Date Recorded: 12/17/2003 2:53:03 PM  
Recording Fee: \$11.00

### KNOW ALL MEN BY THESE PRESENTS:

That, ConocoPhillips Company (formerly Phillips Petroleum Company and successor by merger to Conoco Inc.), a Delaware corporation, having an office and place of business at 600 North Dairy Ashford, Houston, Texas 77079 ("**ConocoPhillips**"), acting herein through **Mark R. Harper**, its Vice President, being duly authorized by resolution of its Board of Directors does hereby constitute, make and appoint **Randall D. Amen**, its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from September 1, 2003 ("**Effective Date**"), until midnight January 31, 2007, unless sooner canceled or terminated:

- (1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to account: any and all kinds of real and personal property and any and all rights and interests therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights.);
- (2) to impose, establish, acquire, surrender or release servitudes or easements;
- (3) to make application for governmental franchises or permits of every kind and nature;
- (4) to enter into any instruments relating to claims for and against ConocoPhillips arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements; report of employers' qualifications, injury and accident reports; and
- (5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of ConocoPhillips;
- (6) to do such things, perform such acts and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within limits of the Continental Shelf appertaining to the United States of America.



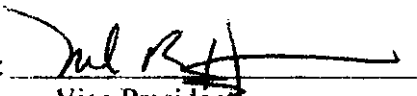
CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY OF THE  
RECORDED DOCUMENT IN MY CUSTODY. DATE MAR 3 1 2005  
NANCY A. DOTY, ARAPAHOE COUNTY CLERK & RECORDER  
BY [Signature]

ConocoPhillips hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said ConocoPhillips in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney-in-fact shall lawfully do by virtue hereof.

IN WITNESS WHEREOF, CONOCOPHILLIPS has caused these presents to be executed by its Vice President and attested by its Assistant Secretary on this 15<sup>th</sup> day of December 2003.

ConocoPhillips Company

  
Assistant Secretary

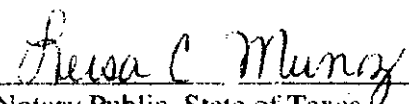
By:   
Vice President

STATE OF TEXAS        §  
COUNTY OF HARRIS   §

Before me, the undersigned Notary Public, authorized to take acknowledgments in said county and state, personally appeared Mark R. Harper, personally known to me and who, being by me duly sworn, did depose and say that his address is 600 North Dairy Ashford Road, Houston, Texas 77079, that he/she is the Vice President, of ConocoPhillips Company, a Delaware corporation, and that the seal affixed to the within and foregoing instrument is the seal of said corporation. that he is informed of the contents of the instrument, and that said instrument was signed by him and sealed on behalf of said corporation by authority of a resolution of its Board of Directors, and he acknowledged to me that said corporation executed said instrument as its own free and voluntary act and deed for the consideration, uses and purposes therein set forth.

Witness my hand and official seal on December 15, 2003.



  
Notary Public, State of Texas