

FILED SARPY CO. NE.
INSTRUMENT NUMBER

~~2007-04813~~

2007 FEB 16 P 1:28 B

Glenn J. Darling
REGISTER OF DEEDS

COUNTER	<u>Ch</u>	C.E.	<u>P</u>
VERIFY	<u>W</u>	D.E.	<u>PM</u>
PROOF	<u>P</u>		
FEES \$	<u>34.00</u>		
CHECK #			
CHG	<u>OT</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	

DEED OF RECONVEYANCE and ASSIGNMENT OF RENTS AND LEASES

Know All Men By These Presents:

THAT WHEREAS, the indebtedness secured by the Deed of Trust executed by Cheyenne Country Estates, LLC, a Nebraska limited liability company, to Bank of the West, F-K-A, Commercial Federal Bank, a Federal Savings Bank, the Beneficiary named therein, recorded in the office of the Register of Deeds of Sarpy County, Nebraska, Deed of Trust dated March 18, 2004 and recorded in Instrument No. 2004 10085 and said Beneficiary has requested in writing that this deed of reconveyance be executed and delivered as confirmed by its endorsement below.

NOW THEREFORE, in consideration of such payment and in accordance with the request of the Beneficiary named therein, the undersigned as Trustee does by these presents, grant, remise, release, and reconvey to the person or persons entitled thereto all the interest and estate derived to said Trustee by or through said Trust Deed in the following described but only as to such premises.

See attached Exhibit "A"

January 25, 2007

Bank of the West, F-K-A, Commercial Federal Bank, a Federal Savings Bank, Trustee

By: *Sandy Livingston*
Sandy Livingston, Assistant Vice President

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On Thursday, January 25, 2007, before me the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Sandy Livingston, Assistant Vice President of Bank of the West, F-K-A, Commercial Federal Bank, a Federal Savings Bank, as Trustee, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of Bank of the West, F-K-A, Commercial Federal Bank, a Federal Savings Bank.

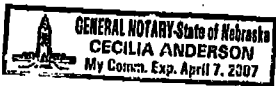
My Commission expires: 4/7/17

Cecilia Anderson
Notary Public

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

Bank of the West, F-K-A, Commercial Federal Bank, a Federal Savings Bank, Beneficiary

By: *Sandy Livingston*
Sandy Livingston, Assistant Vice President



Prepared By:
Shelia Keyser
13220 California St
2nd Floor
Omaha, NE 68154

Tier One Bank
1235 Nth ST.
Lincoln, NE 68501

04813

OT 100839

~~2004-100851~~
2007-04813 A

EXHIBIT "A"

LEGAL DESCRIPTION

The North Half of the Northwest Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described by metes and bounds as follows:

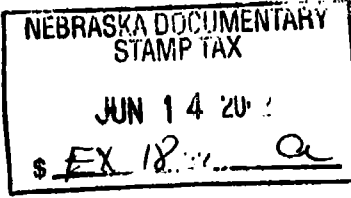
Beginning at the northwest corner of the Northwest Quarter of said Section 27; thence South 89°06'32" East (assumed bearings) for 2,642.27 feet to the northeast corner of said Northwest Quarter; thence South 01°02'41" West for 1,333.20 feet to the southeast corner of the North Half of said Northwest Quarter; thence North 88°56'18" West for 2,647.29 feet to the southwest corner of the North Half of said Northwest Quarter; thence North 01°15'44" East of 1,325.34 feet to the Point of Beginning. Including the existing county roadway easement.

Now known as:
Lots 1-10, 14-16, 18, 20-29, 32-34, 39, 42, 46-48, 50-51, 53, 56, 58-63, 65-69 and 71, in Cheyenne Country Estates, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-22270

2002 JUN 14 A 11:45

Glenn J. Lindsay
REGISTER OF DEEDS



Counter ad
Verify Sn
D.E. th
Proof AK
Fee \$ 5.50
Ok Cash Chg
9871

Space Above Line Reserved for Recording Purposes
TRUSTEE'S DEED OF DISTRIBUTION
(Inter Vivos Trust)

Merlin Brugmann, Trustee under the Laura L. Sohl Trust Agreement dated August 1, 1997 pursuant to power therein, GRANTOR, conveys and releases to Merlin Brugmann the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The North Half of the Northwest Quarter (N½ NW¼) of Section Twenty-seven (27), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Sarpy County, Nebraska.

subject to easements and restrictions of record.

GRANTOR has determined that the GRANTEE is the person entitled to distribution of the real estate from said trust. GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey and release the same.

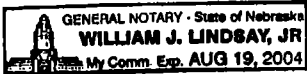
Executed 6/13, 2002.

Merlin Brugmann TTE
Merlin Brugmann, Trustee of the Laura L. Sohl Trust
Agreement Dated August 1, 1997

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 6/13, 2002 by Merlin Brugmann, Trustee of the Laura L. Sohl Trust Agreement Dated August 1, 1997, on behalf of the trust.

William J. Lindsay
Notary Public



2 of 2
Merlin Brugmann
5702 Platteview Rd
Papillion, NE 68133

22270

FILED SARPY CO. NE
INSTRUMENT NUMBER
200409003

2004 MR 16 AM 11:13

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER C.E.
VERIFY D.E.
PROOF
FEES \$ 15.50
CHECK# 19430
CHG CASH
REFUND CREDIT
SHORT NCR

PERMANENT
AND
TEMPORARY CONSTRUCTION
EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE, made this 1ST day of MARCH, 2004 between SHEYANNE COUNTRY ESTATES, L.L.C., a Nebraska Limited Liability Company ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, 24-inch round iron covers, hydrants, roadway boxes, and pipeline makers, and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts of land in the N ½ of the NW ¼ Section 27-14-11 in Sarpy County, Nebraska and being described as follows:

TRACT 1

The east 37 feet of the west 70 feet of the south 525 feet of the north 1320 feet abutting the east right-of-way line of 168th Street of the NW ¼ of said Section 27.

This permanent easement contains 0.45 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

Tracts of land in the N ½ of the NW ¼ Section 27-14-11 in Sarpy County, Nebraska and being described as follows:

TRACT 2

The east 30 feet of the west 100 feet of the south 525 feet of the north 1320 feet parallel to the east right-of-way line of 168th Street of the NW ¼ of said Section 27.

TRACT 3

The east 80 feet of the west 113 feet of the south 200 feet of the north 795 feet abutting the east right-of-way line of 168th Street of the NW ¼ of said Section 27.

*Please Return To: JUSTIN COOPER
MUD - Legal Department
1/3 1723 Harney Street
Omaha, Ne 68106*

A

This temporary construction easement contains 0.73 of an acre, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent and Temporary Construction Easements and Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so, and, with respect to the temporary construction easement, the same prohibitions apply during the effective period of this temporary conveyance, which effective period shall commence upon the date of execution hereof and cease after completion of the project and restoration work contemplated herein.

2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor executes these Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

M CHEYENNE
CHEYENNE COUNTRY ESTATES, L.L.C., a
Nebraska Limited Liability Company,
Grantor

By: *Michael R. Riedman*
Michael R. Riedman, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 3/1/04, 2004, by Michael R. Riedman, Manager of Cheyenne Country Estates, L.L.C., a limited liability company, on behalf of the limited liability company.



Mark Palmer
Notary Public

2004-09003B
METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA
EASEMENT ACQUISITION

FOR **WCP 9735**

LAND OWNER
 BRUGMANN, MERLIN E &
 BARBARA A
 5701 PLATTEVIEW ROAD
 PAVILLON, NE 68133

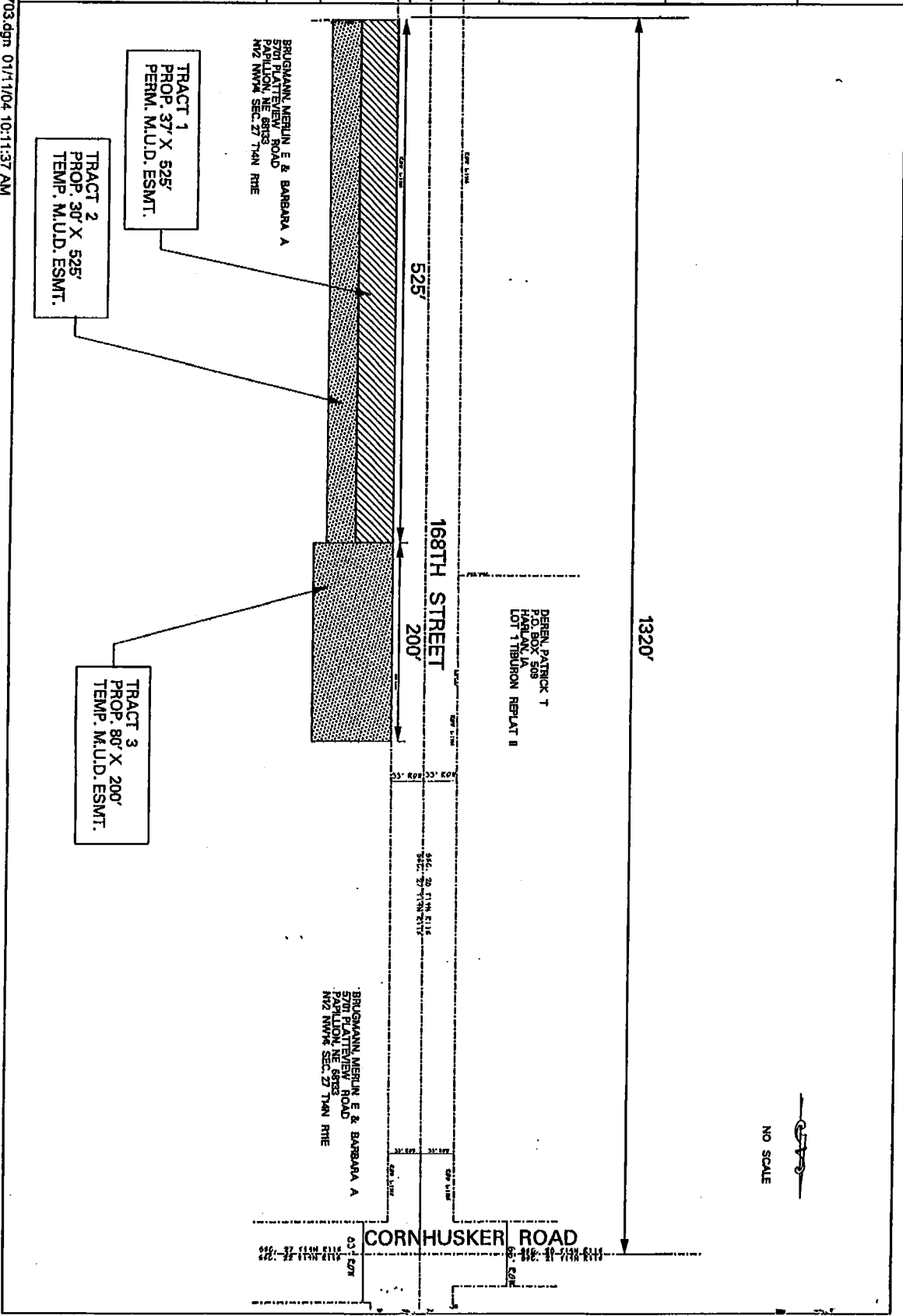
TOTAL ACRE 0.45 ±
 PERMANENT 0.45 ±
 TEMPORARY 0.73 ±

LEGEND
 PERMANENT EASEMENT [diagonal lines symbol]
 TEMPORARY EASEMENT [dotted pattern symbol]

PAGE 1 OF 1

DRAWN BY DAS
 DATE 1-9-2004
 CHECKED BY MKM
 DATE 1-12-2004
 APPROVED BY
 DATE
 REVERSED BY
 DATE
 REV. CHK'D. BY
 DATE
 REV. APPROV. BY
 DATE

5:IDGN:PROPOSEDWATER/WCP9703.dgn 01/11/04 10:11:37 AM



FILED SARPY CO. NE
INSTRUMENT NUMBER
200410085

2004 MR 24 PM 3: 31

Sharon J. Dowling
REGISTER OF DEEDS

COUNTER C.E.
VERIFY D.E.
PROOF
FEES \$ 65.50
CHECK# 93180
CHG CASH
REFUND CREDIT
SHORT NCR

-SPACE ABOVE RESERVED FOR RECORDER'S USE-

Return To: OTC West
Commercial Federal Bank
13220 California 1st Floor
Omaha, Ne 68154

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT THAT SECURES AN OBLIGATION THAT BORROWER/TRUSTOR HAS INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT TO THE HEREIN DESCRIBED PROPERTY AND IS A CONSTRUCTION SECURITY INTEREST IN SAID PROPERTY.

CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Loan No. 2491008

THIS CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Instrument") is made this 18th day of March, 2004, by CHEYENNE COUNTRY ESTATES, LLC, a Nebraska limited liability company, whose address is 8701 West Dodge Road, Suite 300, Omaha, Nebraska 68114 (the "Borrower"), to COMMERCIAL FEDERAL BANK, a Federal Savings Bank (the "Trustee"), whose address is 13220 California Street, Omaha, Nebraska 68154, for the benefit of COMMERCIAL FEDERAL BANK, A Federal Savings Bank (the "Lender"), whose address is 13220 California Street, Omaha, Nebraska 68154.

WITNESSETH:

Borrower, as trustor, irrevocably grants, conveys, transfers and assigns to Trustee, in trust, with power of sale, that real property in Sarpy County, Nebraska, described as on Exhibit "A" attached hereto.

TOGETHER with all interest which Borrower now has or may hereafter acquire in or to said property and in and to: (a) all easements and rights of way appurtenant thereto, and all heretofore or hereafter vacated alleys and streets abutting said property; and (b) all buildings, structures, tenements, improvements, fixtures, and appurtenances now or hereafter placed thereon, including, but not limited to, all fixtures, apparatus, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with said property, it being intended and agreed that such items, including replacements and additions thereto, be conclusively deemed to be affixed to and be part of the real property that is conveyed hereby; and (c) all royalties, minerals, oil and gas rights and profits, water and water rights (whether or not appurtenant) owned by Borrower and shares of stock pertaining to such water or water rights, ownership of which affects said property; SUBJECT, HOWEVER, to the terms and conditions herein set forth. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to evidence or confirm the lien of this Instrument on any such properties. It is understood that this Deed of Trust secures a loan that may be used in part for the construction of improvements and this Deed of Trust expressly covers all improvements, now existing or hereafter to be erected or located on this Property and this Deed of Trust shall remain a first lien Deed of Trust against the subject property, and any improvements placed or erected thereon, to secure payment of the Note for the term thereof. The properties conveyed to Trustee hereunder are hereinafter referred to as the "Property."

FOR THE PURPOSE OF SECURING:

- (1) Payment of the sum of up to Two Million Dollars (\$ 2,000,000.00) with interest thereon, according to the terms of a Promissory Note of even date herewith and having a scheduled due date of April 1, 2007, made by Borrower payable to Lender or to order, and all modifications, extensions or renewals thereof, together with any future advances made by Lender (the "Note").
- (2) Payment of such additional sums with interest thereon (a) as may be hereafter advanced by Lender pursuant to this Instrument (herein "Future Advances"); and (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Trustee or Lender under any provision of this Instrument.
- (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any other agreements or covenants executed by Borrower relating to the loan secured hereby, including the Construction Loan Agreement (together with the Note and this Instrument are referred to as the "Loan Documents").
- (4) Performance by Borrower of each and every monetary obligation to be performed by Borrower under any recorded covenants, conditions and restrictions pertaining to the Property.

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(5) At Lender's option, payment with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such Property) owing to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Instrument or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest to Borrower.

(6) Performance of all agreements of Borrower to pay fees and charges to the Lender relating to the Loan secured hereby.

(7) Payment of charges, as allowed by law when such charges are made, for any statement issued by Lender regarding the obligation secured hereby.

(8) Performance by Borrower of the covenants and agreements contained in a Construction Loan Agreement between Borrower and Lender, of even date herewith, as provided in this Instrument.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer and assign the Property to the Trustee and that Borrower will warrant and defend generally the title to the Property against all claims and demands, except for liens, easements and restrictions which are shown as prior to the lien created by this Instrument in a schedule of exceptions to coverage in any title policy insuring Lender's lien on the Property created by this Instrument.

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

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall pay when due the principal of and interest on the indebtedness evidenced by the Note, any default interest and late charges provided in the Note and all other sums secured by this Instrument.

2. **FUNDS FOR TAXES AND OTHER CHARGES.** Unless waived in writing by Lender (which waiver can be rescinded by Lender at any time) Borrower shall pay to Lender on the day quarterly installments of interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-fourth of the yearly taxes and assessments which may be levied on the Property, as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such sums for other taxes, charges, premiums, assessments and impositions relating to Borrower or the Property, payment of which Lender reasonably shall deem necessary to protect any of the liens or security interests of Lender covered by this Instrument ("Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid to Lender by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held by Lender or, at Lender's option, in another institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments, and Other Impositions as they become due provided that Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Unless applicable law requires payment of interest, earnings or profits on the Funds to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, in Lender's usual format, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are hereby pledged as additional security for the indebtedness secured by this Instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of taxes, assessments, and Other Impositions, as they fall due, such excess may be refunded to Borrower following such audit or may be applied by Lender at its option to payments due in the future. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay taxes, assessments, and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after written notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine, in Lender's sole discretion, any Funds held by Lender at the time of application (a) to pay taxes, assessments, and Other Impositions which then are due, or (b) as a credit against any indebtedness secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any unapplied Funds held by Lender.

Lender hereby agrees to waive its right to require payment of the Funds so long as Borrower does not default under the Note, this Instrument, or any other instrument securing the Note, provided there are no payment delinquencies under the Note, and provided further that Borrower provides Lender with timely evidence satisfactory to Lender that all rents, taxes, assessments, premiums and, if requested by Lender, Other Impositions have been paid in full prior to delinquency. If such a default or delinquency occurs, or if Borrower does not provide such evidence, Lender may revoke its waiver at any time thereafter by giving written notice thereof to Borrower.

K

presents shall be construed and enforced as a realty mortgage with the borrower being the Mortgagor and Lender being the Mortgagee.

35. **PARTIAL RELEASES OF PROPERTY.** Notwithstanding the provisions of Paragraph 20 of this Instrument, during the term of the Note, as Borrower agrees to sell or convey Borrower's title interest in individual lots (created as a result of recording of a final plat approved by the County of Sarpy and by Lender) comprising part of the Property described in this Deed of Trust (hereinafter a "Sold Property") to arms' length third party users, Borrower shall be entitled to sell or convey such Sold Property, and shall be entitled to obtain from Lender a discharge and release of the Loan Documents encumbering such Sold Property, without acceleration by Lender of the Note by virtue of such sale or conveyance, upon Borrower's strict compliance with each and every of the following conditions:

a. Borrower gives to Lender written notice of Borrower's intent to sell or convey such Sold Property not less than five (5) days before the intended closing date of the sale identifying the lot or lots to be sold and identifying the purchaser of the Sold Property; and

b. Borrower furnishes to Lender (if specifically requested by Lender) a copy of the agreement governing such proposed sale or conveyance; and

c. As of the date of such written notice and as of the closing date of the sale, no default exists and no event has occurred which over the passage of time would constitute a default under the Note or under any Loan Documents securing the Note; and

d. The sale of a Sold Property is to a bona fide, third party arms' length end user; and

e. On or before the closing date of the Sold Property, as to a Sold Property located in Cheyenne Country Estates Subdivision Borrower pays in cash to Lender, to be applied as a principal prepayment, the sum of Forty-One Thousand Two Hundred Seventy-Five Dollars (\$41,275).

If Borrower fails to comply with any one or more of the preceding conditions strictly in accordance with the terms thereof, Lender shall remain entitled to exercise all rights and remedies provided in the Note and all Loan Documents and shall have the right to refuse to release the Loan Instruments encumbering the Sold Property.

36. **NO HOMESTEAD.** The Property encumbered by this Instrument and by the Loan Documents is not occupied by Borrower or Borrower's family as a home and, accordingly is not subject to the homestead exemption. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereinafter enacted.

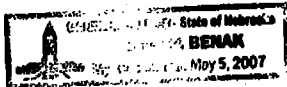
IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representative thereunto duly authorized.

CHEYENNE COUNTRY ESTATES, LLC, a Nebraska limited liability company, Borrower and Trustor,

By: Michael Riedmann
Michael Riedmann, Its Managing Member

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 18th day of March, 2004, before me the undersigned Notary Public duly commissioned and qualified for said county, personally came Michael Riedmann, the Managing Member of Cheyenne Country Estates, LLC, a Nebraska limited liability company, Borrower, who executed and acknowledged the foregoing for and on behalf of Borrower and Trustor.



Debra Benak
Notary Public
My commission expires: May 5, 2007

2004-10085L

EXHIBIT "A"

LEGAL DESCRIPTION

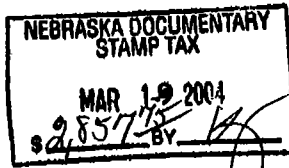
The North Half of the Northwest Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described by metes and bounds as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 27; thence South 89°06'32" East (assumed bearings) for 2,642.27 feet to the northeast corner of said Northwest Quarter; thence South 01°02'41" West for 1,333.20 feet to the southeast corner of the North Half of said Northwest Quarter; thence North 88°56'18" West for 2,647.29 feet to the southwest corner of the North Half of said Northwest Quarter; thence North 01°15'44" East of 1,325.34 feet to the Point of Beginning. Including the existing county roadway easement.

FILED SARPY CO. NE
INSTRUMENT NUMBER
200409458

2004 MR 19 AM 11:06

Sharon J. Dowling
REGISTER OF DEEDS



COUNTER *[Signature]* C.E. *[Signature]*
VERIFY *[Signature]* D.E. *[Signature]*
PROOF _____
FEES \$ 10.50
CHECK# 76843/45
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

TRUSTEE'S DEED (Inter Vivos Trust)

FOR the consideration of One Dollar and other goods and valuable consideration, Merlin E. Brugmann, Trustee of the Merlin E. Brugmann Revocable Trust dated March 13, 2002, as to an undivided 1/2 interest, Barbara A. Brugmann, Trustee of the Barbara A. Brugmann Revocable Trust dated March 13, 2002, as to an undivided 1/2 interest, GRANTOR(s), hereby conveys to Cheyenne Country Estates, LLC, a Nebraska limited liability company, the following described real estate in Sarpy County, NE:

The North half of the Northwest Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described by metes and bounds as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 27; thence South 89°06'32" East (assumed bearings) for 2,642.27 feet to the northeast corner of said Northwest Quarter; thence South 01°02'41" West for 1333.20 feet to the southeast corner of the North Half of said Northwest Quarter; thence North 88°56'18" West for 2647.29 feet to the Southwest corner of the North Half of said Northwest Quarter; thence North 01°15'44" East for 1,325.34 feet to the Point of Beginning, including the existing county roadway easement.

subject to easements and restrictions of record.

- GRANTOR covenants with GRANTEES that GRANTOR:
- (1) is lawfully seized of such real estate that it is free from encumbrances
 - (1) has legal power and lawful authority to convey the same;
 - (2) warrants and will defend title to the real estate against any acts of the GRANTOR.

Executed March 17, 2004

Merlin E. Brugmann, Trustee of
the Merlin E. Brugmann
Revocable Trust dated March 13,
2002, as to an undivided 1/2
interest

Merlin E. Brugmann
by Merlin E. Brugmann, Trustee

Barbara A. Brugmann, Trustee of
the Barbara A. Brugmann
Revocable Trust dated March 13,
2002, as to an undivided 1/2
interest.

Barbara A. Brugmann
by Barbara A. Brugmann,
Trustee

Return To
Omaha Title & Escrow, INC.

13917 GOLD GIRLCE
OMAHA, NE 68144

5 9023 8

2004-09458A

STATE OF NEBRASKA
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 17 day of March, ~~2004~~ by Merlin E. Brugmann, Trustee of the Merlin E. Brugmann Revocable Trust dated March 13, 2002, as to an undivided 1/2 interest, Barbara A. Brugmann, Trustee of the Barbara A. Brugmann Revocable Trust dated March 13, 2002, as to an undivided 1/2 interest.

Patricia A. Kresnik

Notary Public

My Commission expires _____



RETURN TO:
Michael Riedmann, Agent
C/o 8701 W. Dodge Rd., Suite 300
Omaha, NE 68114

OTS90238