

97-03444

Filed For Record FEB25-1997 at 11:35A M
Instrument # 97-003444
Lloyd J. Dowding Register of Deeds Sarpy Cty, NE

Charged 4.00
Vend 1.00
D.E. 1.00
Proof 1.00
Fee 81.50
Ct X
Cass 1.00
Cn 1.00

**THIS PAGE ADDED FOR
RECORDING INFORMATION**

**LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109 - PAPILLION, NE 68046
PHONE: (402)593-5773 FAX: (402)593-2338**

97-03444 A

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of February, 1997, by and between **EAGLE RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation (hereinafter called the "Trustor"), whose mailing address is 8250 Grover Street, Omaha, Nebraska 68124, **NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION** (hereinafter called the "Trustee"), whose mailing address is Ralston Facility, 4725 South 84th Street, Ralston, Nebraska 68127, and **NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION**, (hereinafter called the "Beneficiary"), whose mailing address is Ralston Branch, 4725 South 84th Street, Ralston, Nebraska 68127.

W I T N E S S E T H:

[X] IF THIS BOX IS CHECKED THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND CREATES, GRANTS, AND CONSTITUTES A CONSTRUCTION SECURITY INTEREST IN THE PROPERTY DESCRIBED HEREINBELOW.

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) which indebtedness is evidenced by Trustor's promissory note dated February 19, 1997, (hereinafter called the "Note"), and any renewals, extensions, and substitutions thereof, payable to the order of Beneficiary and having a maturity of February 19, 2002, as provided in a Loan Agreement between Trustor and Beneficiary dated February 19, 1997, as amended, modified, restated, or renewed hereafter (hereinafter called the "Loan Agreement").

NOW, THEREFORE, for the purpose of securing:

- (a) payment of the Note, together with interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof;
- (b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust and the performance of the covenants and agreements of Trustor, whether or not set forth herein;
- (c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference or any other security instrument at anytime given to secure the Note; and
- (d) the repayment of all other sums or future advances, with interest thereon, which may heretofore have been or hereafter be advanced by Beneficiary to Trustor or Trustor's successor in interest or title;

all of which is hereinafter collectively called the "Indebtedness", Trustor irrevocably grants, grants a security interest in, and transfers to Trustee, in trust, **WITH POWER OF SALE**, the following described property:

See Exhibit "A" attached hereto and incorporated herein by this reference;

together with (i) all buildings, structures, streets, utilities, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, carpeting, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos,

Return to:

**PREFERRED LAND TITLE COMPANY
314 S. 19TH ST.
OMAHA, NE 68102**

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and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein.

38. Severability. If any term of this Deed of Trust or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

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

EAGLE RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation

By: *Michael F. Rogers*
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

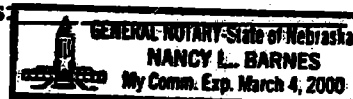
On this 19th day of February, 1997, before me, a notary public in and for said county, personally came Michael F. Rogers, President of **EAGLE RIDGE DEVELOPMENT COMPANY**, known to me to be the identical person who signed the foregoing Deed of Trust and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this the day and year last above written.

(SEAL)

Nancy L. Barnes
Notary Public
My commission expires:

0027583.03



97-03444 L

EXHIBIT A

Tax Lots 2, 3A, 4, 5A and 5B TOGETHER WITH Lot 1, HEINEN ADDITION, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, all in Section 30, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, described by metes and bounds as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 30; thence South $00^{\circ}14'35''$ East (bearings referenced to the Final Plat of Eagle Ridge, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska) for 51.20 feet along the West line of the said Northwest Quarter of Section 30 to the South right-of-way line of Cornhusker Road; and the TRUE POINT OF BEGINNING; thence along said South right-of-way line of Cornhusker Road for the next 14 courses:

- 1) thence North $89^{\circ}41'11''$ East for 1015.80 feet;
- 2) thence South $89^{\circ}43'45''$ East for 900.04 feet;
- 3) thence North $86^{\circ}52'33''$ East for 335.60 feet;
- 4) thence South $51^{\circ}00'57''$ East for 98.49 feet;
- 5) thence North $88^{\circ}16'56''$ East for 39.10 feet to the Northwest corner of Lot 1, Heinen Addition;
- 6) thence North $88^{\circ}16'56''$ East for 9.42 feet along the North line of said Lot 1;
- 7) thence North $41^{\circ}34'50''$ East for 60.11 feet along the North line of said Lot 1;
- 8) thence South $83^{\circ}55'35''$ East for 200.86 feet along the extended North line of said Lot 1;
- 9) thence North $84^{\circ}22'04''$ East for 301.81 feet;
- 10) thence North $89^{\circ}32'15''$ East for 775.22 feet;
- 11) thence North $89^{\circ}41'51''$ East for 124.72 feet;
- 12) thence South $85^{\circ}09'35''$ East for 200.81 feet;
- 13) thence South $76^{\circ}15'59''$ East for 103.08 feet;
- 14) thence South $86^{\circ}09'24''$ East for 239.54 feet to the East line of Tax Lot 2;

thence South $01^{\circ}16'07''$ East for 2538.07 feet to the Southeast corner of Tax Lot 2 and the West half of the East half of the Northeast Quarter of Section 30; thence South $89^{\circ}50'06''$ West for 1974.93 feet to the Southwest corner of Tax Lot 3 and the Northeast Quarter of Section 30; thence South $01^{\circ}34'27''$ East for 1048.86 feet to the Southeast corner of Tax Lot 5B in the North line of the former Union Pacific Railroad; thence South $85^{\circ}57'40''$ West for 2454.91 feet along said North line of the Union Pacific Railroad to the Southwest corner of Tax Lot 5B; thence North $00^{\circ}15'14''$ West for 1214.39 feet to the Southwest corner of the said Northwest Quarter of Section 30; thence North $00^{\circ}14'35''$ West for 2588.49 feet to the Point of Beginning.

AND

That Part of Tax Lot 1 in the Northwest Quarter of Section 29, Township 14 North, Range 13, East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Northeast corner of the West half of the
Continued on next page
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EXHIBIT A CONTINUED

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Northwest Quarter of Section 29; thence South $00^{\circ}59'14''$ East (bearing referenced to the Final Plat of Eagle Ridge, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska) for 36.69 feet along the East line of the said West half of the Northwest Quarter of Section 29 to the South right-of-way of Cornhusker Road; thence South $00^{\circ}59'14''$ East for 1024.43 feet along the East line of the said West half of the Northwest Quarter of Section 29, to the Southeast corner of Tax Lot 1; thence South $87^{\circ}39'57''$ West for 91.00 feet; thence North $47^{\circ}45'36''$ West for 970.79 feet to the West line of said Tax Lot 1; thence North $09^{\circ}45'17''$ East for 350.67 feet along the West line of said Tax Lot 1 to the said South right-of-way line of Cornhusker Road; thence North $84^{\circ}07'04''$ East for 39.04 feet along the said South right-of-way line of Cornhusker Road; thence North $87^{\circ}52'18''$ East for 694.23 feet along the said South right-of-way line of Cornhusker Road to the Point of Beginning.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. REPORT OF APPRAISERS, DATED MARCH 29, 1972, FILED MARCH 29, 1972 IN BOOK 45 AT PAGE 133, WHEREIN CITY OF OMAHA ACQUIRES 50 FOOT WIDE PERMANENT SEWER EASEMENT AND 200 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT FOR SAME THROUGH PORTION OF TAX LOT 1, SEC. 29-14-13.
2. EASEMENT, DATED MAY 4, 1976, FILED MAY 20, 1976 IN BOOK 49 AT PAGE 256, GRANTED IN FAVOR OF OMAHA PUBLIC POWER DISTRICT, FOR UTILITY INSTALLATION AND MAINTENANCE UPON, OVER AND UNDER A PORTION OF TAX LOT 1, IN THE NORTHWEST QUARTER OF SEC. 29-14-13.
3. RIGHT OF WAY AGREEMENT, DATED NOVEMBER 20, 1945, FILED FEBRUARY 14, 1946 IN BOOK 12 AT PAGE 605, GRANTED IN FAVOR OF GREAT LAKES PIPE LINE COMPANY, THE RIGHT TO LAY, MAINTAIN, OPERATE, RE-LAY AND REMOVE AT ANY TIME A PIPE LINE OR PIPE LINES FOR THE TRANSPORTATION OF OIL OR OIL PRODUCTS, GAS AND WATER, AND TO CONSTRUCT, MAINTAIN, OPERATE AND REMOVE TELEGRAPH AND TELEPHONE LINES, TO AND FROM SAME, ON, OVER AND THROUGH TAX LOT 4, SEC. 30-14-13.

ASSIGNED TO WILLIAMS BROTHERS PIPE LINE COMPANY BY ASSIGNMENT DATED MARCH 15, 1966, FILED MARCH 30, 1966 IN BOOK 126 AT PAGE 277. X

TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN PARTIAL RELEASE AND GRANT OF RIGHT OF WAY, FILED APRIL 24, 1995, INSTRUMENT NO. 95-05191 AND FILED AUGUST 9, 1995, INSTRUMENT NO. 95-12698, WILLIAMS PIPE LINE COMPANY TO DELMAR E. DIETZ FARMS, LTD., A LIMITED PARTNERSHIP.

4. RIGHT OF WAY AGREEMENT, DATED NOVEMBER 23, 1945, FILED FEBRUARY 14, 1946 IN BOOK 12 AT PAGE 608, GRANTED IN FAVOR OF GREAT LAKES PIPE LINE COMPANY, THE RIGHT TO LAY, MAINTAIN, OPERATE, RE-LAY AND REMOVE AT ANY TIME A PIPE LINE OR PIPE LINES FOR THE TRANSPORTATION OF OIL OR OIL PRODUCTS, GAS AND WATER, AND TO CONSTRUCT, MAINTAIN, OPERATE AND REMOVE TELEGRAPH AND TELEPHONE LINES, TO AND FROM SAME, ON, OVER AND THROUGH TAX LOTS 5A AND 5B, SEC. 30-14-13.

ASSIGNED TO WILLIAMS BROTHERS PIPE LINE COMPANY BY ASSIGNMENT DATED MARCH 15, 1966, FILED MARCH 30, 1966 IN BOOK 126 AT PAGE 277. X

5. RIGHT OF WAY AGREEMENT, DATED APRIL 22, 1946, FILED MAY 13, 1946 IN BOOK 12 AT PAGE 687, GRANTED IN FAVOR OF GREAT LAKES PIPE LINE COMPANY, THE RIGHT TO LAY, MAINTAIN, OPERATE, RE-LAY AND REMOVE AT ANY TIME A PIPE LINE OR PIPE LINES FOR THE TRANSPORTATION OF OIL OR OIL PRODUCTS, GAS AND WATER, AND TO CONSTRUCT, MAINTAIN, OPERATE AND REMOVE TELEGRAPH AND TELEPHONE LINES, TO AND FROM SAME, ON, OVER AND THROUGH TAX LOT 3, SEC. 30-14-13.

ASSIGNED TO WILLIAMS BROTHERS PIPE LINE COMPANY BY ASSIGNMENT DATED MARCH 15, 1966, FILED MARCH 30, 1966 IN BOOK 126 AT PAGE 277. X

TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN PARTIAL RELEASE AND GRANT OF RIGHT OF WAY, FILED APRIL 24, 1995, INSTRUMENT NO. 95-05191 AND FILED AUGUST 9, 1995, INSTRUMENT NO. 95-12698, WILLIAMS PIPE LINE COMPANY TO DELMAR E. DIETZ FARMS, LTD., A LIMITED PARTNERSHIP. X

6. RIGHT-OF-WAY EASEMENT, DATED MARCH 7, 1956, FILED APRIL 30, 1956 IN BOOK 20 AT PAGE 247, GRANTED IN FAVOR OF LOUP RIVER PUBLIC POWER DISTRICT FOR UTILITY INSTALLATION AND MAINTENANCE, OVER AND ACROSS TAX LOT 5P, SEC. 30-14-13, WITH REVERSIONARY CLAUSE IF TRANSMISSION LINE IS ABANDONED FOR A PERIOD OF FIVE YEARS.

ASSIGNMENT, BOOK 43 AT PAGE 485, DATED DECEMBER 9, 1970, FILED DECEMBER 23, 1970, LOUP RIVER PUBLIC POWER DISTRICT TO NEBRASKA PUBLIC POWER DISTRICT, ALL RIGHT, TITLE AND INTEREST IN AND TO CONTRACTS, AGREEMENTS, EASEMENTS AND MISCELLANEOUS AGREEMENTS OVER SUBJECT PROPERTY.

ASSIGNMENT, BOOK 55 AT PAGE 220, DATED MARCH 30, 1982, FILED APRIL 2, 1982, NEBRASKA PUBLIC POWER DISTRICT TO NEBRASKA PUBLIC POWER DISTRICT TO OMAHA PUBLIC POWER DISTRICT ALL RIGHT, TITLE AND INTEREST IN AND TO THE EASEMENTS OVER SUBJECT PROPERTY.

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EXHIBIT "B" - CONTINUED

7. REPORT OF APPRAISERS, DATED MAY 4, 1956 IN BOOK 20 AT PAGE 279, WHEREIN LOUP RIVER PUBLIC POWER DISTRICT ACQUIRES A RIGHT-OF-WAY EASEMENT ACROSS TAX LOTS 2 AND 3, SEC. 30-14-13, FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A HIGH VOLTAGE TRANSMISSION LINE.
- ASSIGNMENT, BOOK 43 AT PAGE 485, DATED DECEMBER 9, 1970, FILED DECEMBER 23, 1970, LOUP RIVER PUBLIC POWER DISTRICT TO NEBRASKA PUBLIC POWER DISTRICT, ALL RIGHT, TITLE AND INTEREST IN AND TO CONTRACTS, AGREEMENTS, EASEMENTS AND MISCELLANEOUS AGREEMENTS OVER SUBJECT PROPERTY.
- ASSIGNMENT, BOOK 55 AT PAGE 220, DATED MARCH 30, 1982, FILED APRIL 2, 1982, NEBRASKA PUBLIC POWER DISTRICT TO NEBRASKA PUBLIC POWER DISTRICT TO OMAHA PUBLIC POWER DISTRICT ALL RIGHT, TITLE AND INTEREST IN AND TO THE EASEMENTS OVER SUBJECT PROPERTY.
8. EASEMENT, DATED JUNE 26, 1972, FILED SEPTEMBER 19, 1973 IN BOOK 46 AT PAGE 561, GRANTED IN FAVOR OF CITY OF OMAHA, NEBRASKA, FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF A SANITARY SEWER OUTFALL SEWER, IN, THROUGH AND UNDER 50 FOOT WIDE STRIP OF LAND LOCATED IN TAX LOT 5B OF SEC. 30-14-13.
9. EASEMENT, DATED MARCH 8, 1990, FILED MARCH 19, 1990, INSTRUMENT NO. 90-03445, GRANTED IN FAVOR OF PEOPLES NATURAL GAS COMPANY, FOR UTILITIES OVER, UNDER, THROUGH AND ACROSS THE NORTH 10 FEET OF TAX LOTS 2, 3A AND 4, IN THE NORTHEAST QUARTER, AND 10 FEET IN THE NORTHWEST QUARTER OF SEC. 30-14-13.
10. REPORT OF APPRAISERS, DATED JULY 26, 1995, FILED JULY 27, 1995, INSTRUMENT NO. 95-11833, WHEREIN SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY, NEBRASKA ACQUIRES A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGEWAYS AND STORM SEWERS OVER TAX LOT 4, IN THE NORTHWEST QUARTER OF SEC. 30-14-13; ALSO ACQUIRES A TEMPORARY EASEMENT FOR CONSTRUCTION OF SAME.
11. EASEMENT, DATED MARCH 8, 1990, FILED MARCH 19, 1990, INSTRUMENT NO. 90-03446, GRANTED IN FAVOR OF PEOPLES NATURAL GAS COMPANY, FOR UTILITIES OVER AND THROUGH LOT 1, HEINEN ADDITION:

MISCELLANEOUS RECORD No. 12

for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive. The telephone and telegraph lines if constructed above ground shall be built along property or fence lines.

Dated this 2nd day of January, 1946.

Henry Hahn (Seal)
Minnie Hahn (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
COUNTY OF SARPY,) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 3rd day of January, 1946, personally appeared Henry Hahn and Minnie Hahn, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

W.L. COCKRELL NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 15, 1948*

My Commission expires Mch. 15th, 1948.

W. L. Cockrell
Notary Public.

JOHN SCHOBERT & WF. :
TO :

Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE CO.:
Rt. of Way \$1.15 Pd. : ^

County Clerk

Form 80
Rev. 8-25

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar_ (\$5.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, John Schobert and Bertha L. Schobert, his wife, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebr., and described as follows: Tax Lot 4-being 100 acres more or less in N.W. 1/4, Sec. 30-T-14, R-13.

The said grantors their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

MISCELLANEOUS RECORD No. 12

Telegraph & telephone line if constructed above ground shall be located along property or fence line.

Dated this 20th day of Nov., 1945.

John Schobert (Seal)
Bertha L. Schobert (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
(ss.

COUNTY OF SARPY)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 20 day of Nov., 1945, personally appeared John Schobert and Bertha L. Schobert, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Guy E. Tate
Notary Public.

GUY E. TATE NOTARIAL SEAL *

SARPY COUNTY, NEBRASKA *

COMMISSION EXPIRES JULY 14, 1951*

My Commission expires July 14, 1951.

KATHERINE FRANEY ET AL :

TO :

Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE CO. :

Rt. of Way \$1.15 Pd. :

Bessie A. Tate
County Clerk

RIGHT OF WAY AGREEMENT

REV. 8-25 For and in consideration of the sum of Five and no/100 Dollar (\$5.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, John J. Franey, Jr., a singleman; Subject to the life estate of Katherine Franey, John Franey, husband of Katherine Franey, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows: Commencing 14.195 chains north of the S.E. Corner of Section 30, Township 14, Range 13, thence north 25.94 chains to quarter corner of East side of said section 30; thence west 39.75 chains to center of said Section 30; thence south 25.945 chains; thence East 39.555 chains to place of beginning, except Union Pacific Right-of-way and Depot grounds.

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall be located along the fence or property lines.

Dated this 24th day of November, 1945.

Katherine Franey (Seal)
John J. Franey, Jr. (Seal)
John Franey (Seal)
(Seal)

MISCELLANEOUS RECORD No. 12

MARY A. SAUTTER ET AL. :
TO : Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE CO. :
Rt. of Way \$1.30 Pd. : *B. D. Tate*
County Clerk

Form 80
Rev. 8-45 RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar (\$5.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Mary A. Sautter, a widow; and Sophia A. Sautter, single, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay, and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows: West 1/2 of N.E. 1/4 - Sec. 23-T-14 R-12 and Tax Lots 5A & 5B - Sec. 30-T-14-R-13.

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive. Telegraph & telephone lines if constructed above ground shall be located along property, & fence lines.

Dated this 23 day of Nov., 1945.

Mary A. Sautter (Seal)
Sophia A. Sautter (Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
(ss.
COUNTY OF SARPY)

Before me, the undersigned, a Notary Public, in and for the County aforesaid on this 23 day of Nov., 1945, personally appeared Mary A. Sautter, a widow; & Sophia A. Sautter, single, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

GUY E. TATE NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 14, 1951*

My Commission expires July 14, 1951.

Guy E. Tate
Notary Public.

HARLEY E. HANSON & WF. :
TO : Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE COMPANY :
Rt. of Way \$1.15 Pd. : *B. D. Tate*
County Clerk

Form 80
Rev. 8-45 RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$5.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Harley E. Hanson and Dasie D. Hanson, his wife, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay, and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph

N² of SE² --Sec 14, Twp 14^N R 12^E
The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall be built along property or fence lines.

Dated this 5th day of April, 1946.

Harry C. Brockman (SEAL)
Hazel H. Brockman (SEAL)
(SEAL)
(SEAL)

STATE OF Nebraska) ss.
COUNTY OF Sarpy)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 5th day of April, 1946, personally appeared Harry C. Brockman and Hazel H. Brockman, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.
NOTARY PUBLIC
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES FEB. 6, 1947
My Commission expires Febr. 6, 1947.

Math H. Strawn
Notary Public.

JOHN SCHOBERT & W.F.

TO

Filed May 13, 1946 at 8 o'clock A.M.

GREAT LAKES PIPE LINE COMPANY : A
Right of Way 31.15 Pd. -----
Form 80
Rev. 3-45

County Clerk

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of one and no/100 Dollars (\$5.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, John Schobert and Bertha L. Schobert, his wife, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows:

Tax Lot 3 - Sec 30, Twp 14^N R 13^E

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod

MISCELLANEOUS RECORD No. 12

or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground, shall be built along property or fence lines.

Dated this 22nd day of April, 1946.

John Schobert (SEAL)
Bertha L. Schobert (SEAL)
(SEAL)

STATE OF Nebraska) ss.
COUNTY OF Sarpy)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22nd day of April, 1946, personally appeared John Schobert and Bertha L. Schobert, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.
RUTH M. STRAWN, NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES FEB. 6, 1947
My Commission expires Febr. 6, 1947.

Ruth M. Strawn
Notary Public.

A. C. DANIELL & WF. :
TO :
GREAT LAKES PIPE LINE CO. :
Rt. of Way \$1.15 Pk. :
Form 80 :
Rev. 3-45 :

Filed May 13, 1946 at 8 o'clock A.M.

B. J. D. Jones
County Clerk

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One & 00/100 Dollars (\$1.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, A. C. Daniell and Ollie Daniell, his wife, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line for the transportation of oil or oil products, gas and water, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows:

Tract Lot #16, Section 32, Twp-14, Rng-13 East

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

surfaces,
All damages to crops, fences, or other improvements on said premises for and because of the laying of one line of pipe shall be paid for as soon as said line is completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod or each rod or fraction thereof of land on these premises, across which said line is laid. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

Dated this 25th day of April 1946.

A. C. Daniell (SEAL)
Ollie Daniell (SEAL)
(SEAL)
(SEAL)

95-05191

PARTIAL RELEASE AND GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS PIPE LINE COMPANY, (formerly Williams Brothers Pipe Line Company), a Delaware Corporation with its principal place of business in Tulsa, Oklahoma, party of the first part, hereinafter called Grantor, for and in consideration of One Dollar (\$1.00) in hand paid Delmar E. Dietz Farms, LTD., a Limited Partnership, parties of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto the said Grantee with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by John Schobert and Bertha L. Schobert, his wife, on the 20th day of November, 1945, and filed for record in the office of the County Clerk of Sarpy County, Nebraska on the 14th day of February, 1946, in Book 12 of Misc. at Page 605 and by that certain Right of Way Agreement executed by John Schobert and Bertha L. Schobert, his wife on the 22nd day of April, 1946 and filed for record on the 13th day of May, 1946, in Book 12 of Misc. at Page 687 in the office of the County Clerk of Sarpy County, Nebraska and assigned to Williams Brothers Pipe Line Company by Conveyance and Assignment dated March 15, 1966, and filed for record in the office of the said County Clerk, in Book 126 of Deeds at Page 277, in and to the following and no other described land in the County of Sarpy and the State of Nebraska:

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th P.M., except a tract of land containing 0.61 acres, more or less, and described as follows: Commencing at a point on the North line of said Section 30, which is 11.80 feet East of the North Quarter corner of said Section 30; thence East along the North line of said Section 30, a distance of 130 feet; thence South 205 feet; thence West 130 feet; thence North 205 feet to the Point of Beginning; all angles being 90°00'. The North 33 feet of this Tract is in the County road.

The whole of the Tract conveyed in this paragraph being known as Tax Lot 3A of said Section 30; and a part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th P.M., described as follows: Beginning at the Northwest corner of said Section 30, and running thence South 111 $\frac{1}{2}$ rods; thence East 144 rods 8 $\frac{1}{2}$ links to the East line of said Northwest Quarter (NW $\frac{1}{4}$); thence North 111 $\frac{1}{2}$ rods to the North line of said Section 30; thence West 142 rods 16 $\frac{1}{2}$ links to the Point of Beginning, known as Tax Lot 4 of said Section 30, and

The West Half of the East Half of the Northeast Quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th P.M., known as Tax Lot Two (2) of said Section 30,

95-05191A

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Right of Way Agreements in and to the following described parcel or strip of land:

A strip of land 100 feet in width lying in that part of a tract of land located in the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska described herein; said strip being 50 feet Northeasterly of and 50 feet Southwesterly of the axis of the No. 5-12" pipeline of Williams Pipe Line Company, described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 30; thence N 89°19'27" W (assumed bearing) along the South line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 30, a distance of 2336.76 feet to the Point of Beginning; thence N 05°56'52" W, a distance of 364.72 feet; thence N 20°28'57" W, a distance of 860.24 feet; thence N 58°20'38" W, a distance of 2773.72 feet to a Point of Intersection with the North line of the Northwest Quarter (NW $\frac{1}{4}$) of Section 30, said point being 19.68 feet East of the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 30, said point also being the Point of Terminus.

SB
44-96

The sidelines of said 100 foot wide strip shall be extended or shortened to terminate on the property lines of the land first described herein, as shown on the attached Exhibit "A".

Note: For this legal description the North line of Section 30, Township 14 North, Range 13 East of the Sixth Principal Meridian, Sarpy County, Nebraska, is assumed to bear N 90°00'00" W.

AND FURTHER EXCEPTING AND RESERVING unto Grantor, the right of ingress and egress and the right to use temporary work space as desired, on, over, and across the above described released tract.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest, in and to the tract of land above excepted unto Grantor.

It is further understood and agreed that the said Grantee will not erect, construct, or create any building, improvement, structure, or obstruction of any kind either on, above, or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade or elevation thereof, or cause or permit these things to be done by others, without the express written permission of Grantor. The Grantee shall remain, indemnify, and save harmless the Grantor, its successors and assigns, from all cost, loss, damage, expense, or claim of any

95-05191B

nature arising from any acts of the Grantee so permitted by the Grantor or from the existence of any construction so permitted. The covenants contained in this paragraph shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

In consideration of One Dollar and other consideration paid by Williams, the aforementioned Right of Way Agreement is hereby amended by Grantee, to grant Williams, its successors and assigns the right within the land excepted and reserved above, to construct, install, operate, maintain, replace, repair, and remove such pipeline and underground communications systems as Williams may from time to time require for pipeline communications or transmission of communications for or by others. Such communications systems shall consist of underground conduits, cables, and other appurtenances, together with the rights of ingress and egress over and across the above described released tracts.

The conduits and cables will be placed in an existing pipeline. Any appurtenances not capable of being installed in the pipeline will be buried at a depth equal to the pipeline containing the communications system.

It is further understood and agreed that Grantor may clear any trees, shrubs, or other landscape objects from the reserved tract at any time or times it desires. Grantee is not entitled to any compensation for such items removed.

It is further understood and agreed that Grantor is hereby released from the covenants contained in the aforesaid Right of Way Agreement as to the lands herein released from the burdens thereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

(SEAL)

GRANTOR:

WILLIAMS PIPE LINE COMPANY

By 
Andrew S. Nimick, Supervisor
Real Estate & Claims
Attorney-in-Fact

Date April 17, 1995

95-05191C

GRANTEES:

DELMAR E. DIETZ FARMS, LTD.,
A LIMITED PARTNERSHIP

By

Betty J. Hein *
Date April 11, 1995

STATE OF OKLAHOMA

)

) SS

)

COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 17th day of April, 1995, personally appeared Andrew S. Nimick, Supervisor, Real Estate and Claims, who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, a Delaware corporation, by virtue of a March 17, 1994, Power of Attorney filed for record March 23, 1994, in the County of Tulsa, State of Oklahoma, in Book 5607 at Page 1157, as Document 94034421, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said Andrew S. Nimick acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

David J. Gibson
Notary Public

My Commission Expires:

May 6, 1998

Counter S ✓
Verify M
D.E. JW
Proof _____
Film _____
Mail _____
Fee # 30.50

INSTRUMENT NUMBER
95-05191
95 APR 24 AM 10:44
Glenn J. Ruckey
REGISTER OF DEEDS

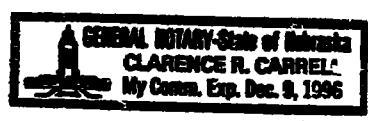
95-05191 D

STATE OF Delaware)
COUNTY OF Levy) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 17th day of April, 1995, personally appeared Betty J. Guener, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.

Clarence R. Carrel
Notary Public



My Commission Expires:
Dec. 9, 1996

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

My Commission Expires:

This instrument was drafted by
Williams Pipe Line Company,
a Delaware Corporation,
P.O. Box 3448,
Tulsa, Oklahoma 74101
(918) 588-3295