

MISCELLANEOUS RECORD #15

AGREEMENT FOR SALE OF REAL ESTATE WITH DEED IN ESCROW

This Agreement, made this 7th day of March, 1979, by and between Quinn E. Dunker and Harry J. Johnson, herein called the BUYERS, and Neil R. McCluhan, Thomas K. McCluhan and Suzanne McCluhan, herein called the SELLERS, whether one or more,

Witnesseth, that the Sellers have this day bargained and sold to the Buyers, the real estate situated in the County of Saunders, State of Nebraska and described in Exhibit "A" attached hereto together with all appurtenances thereto belonging and now thereon, for the total sum of ninety thousand dollars (\$90,000.00) and made and executed a Warranty Deed which accompanies this instrument.

1. The said purchase price shall be paid as follows, to-wit:

- a. One thousand dollars paid in hand, the receipt of which has been acknowledged by the Sellers.
- b. An additional cash payment of \$24,000.00 at the time of execution of this agreement.
- c. Principal payments of \$32,500.00 due on January 10, 1980 and January 10, 1981. Principal balance is to accrue interest at the rate of 10% per annum on the unpaid principal balance, such interest to begin accruing at the execution of this agreement.

2. The Buyer shall have the privilege of prepaying this agreement in whole or partial prepayments after January 1, 1980 provided that thirty days written notice of such prepayments is given to the Sellers and such prepayment is agreeable to both the Sellers and the Buyer.

3. It is further agreed that in case any payment, either of principal or interest, remaining unpaid for a period of thirty (30) days after the same shall become due, such payment or payments shall draw interest at the maximum legal rate until paid. In the event any payment of an installment or performance of the covenants or conditions of this agreement shall remain unpaid or unperformed for a period of ninety (90) days, the principal sum and accrued interest remaining in this agreement shall at once become due and payable, provided thirty (30) days notice of such default has been given the Buyer prior to the expiration of the ninety (90) day period. Such delinquency in payments shall entitle the Sellers to immediate possession of the premises described herein and the Buyer shall forfeit all payments made under this agreement as liquidated damages.

SAUNDERS CO. NE. Entered in NUM INDEX 11 NOVEMBER 6 1979 AT 10 AM. REGISTER OF DEEDS

59 No. Num Pag Rep. Ind Comm 1825

4. It is further agreed that Sellers will pay taxes and assessments which may become due on said real estate for the year 1978. Taxes for the year 1979 to be pro-rated to the date of possession. Buyers shall pay all taxes and assessments that become due thereafter. Buyers shall be entitled to rents for the year 1979 and all rents thereafter.

5. It is further agreed that within a reasonable time the Sellers will furnish the Buyers a good and sufficient abstract of title, showing a merchantable title of record to the premises herein described in the Sellers, free and clear of any assessments, liens or taxes, subject to easements and rights of way now in existence.

6. The deed herewith and abstract of title shall be delivered to the Buyers upon their making full payment of purchase price as hereinbefore set forth. Possession of the above described premises shall be given to the Buyers at the date of execution of this agreement.

7. A copy of this agreement, the warranty deed and abstract of title on the above described premises shall be held in escrow by the Platte Valley Bank of North Bend, Nebraska, subject to the above terms and conditions.

8. It is further agreed that the Sellers shall pay the Documentary Stamp Taxes. Such amount shall either be withheld by the Buyers on their final payment of this installment agreement or the Sellers shall pay such taxes to the Register of Deeds at the time of filing of the warranty deed above mentioned.

9. Buyers and Sellers agree that in the event any smaller parcels of land within this entire tract are sold off by the Buyers prior to the completion of this agreement, such sale proceeds shall be deposited in an escrow account with Platte Valley Bank of North Bend, Nebraska for the benefit of all parties herein. Sellers agree to give marketable title to such smaller parcels, subject to their approval of the terms and conditions of the sales transaction.

10. Sellers agree to give the Buyers a 30 foot wide easement for access to the above described real estate along the Southern boundary of the 85.14 acre tract except that portion located in the Northwest Quarter of Section 19, Township 17 North, Range 6 East of the 6th P.M. Sellers further agree to give the Buyers a 20 foot wide easement for access to the property on the road which lies in the Southeast Quarter of 19-17-6. Such road runs North and South from approximately the South Quarter Corner, point J, to point Y of the "McCluhan Survey, Job No. SU-399", approximately 176 feet North of the Center Section of 19-17-6.

11. And it is further mutually agreed that all covenants and agreements herein contained shall extend to and bind the respective heirs, personal representatives and assigns of said parties.

Quinn E. Dunker
Quinn E. Dunker, Buyer

Harry J. Johnson
Harry J. Johnson, Buyer

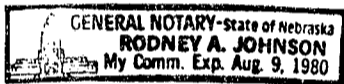
Neil R. McCluhan
Neil R. McCluhan, Seller

Thomas K. McCluhan
Thomas K. McCluhan, Seller

Suzanne McCluhan
Suzanne McCluhan, Seller

STATE OF NEBRASKA, County of Dodge:

On this 22nd day of March, 1979, before me the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came Quinn E. Dunker and Harry J. Johnson, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be his and their voluntary act and deed. Witness my hand and Notary Seal the day and year last above written.

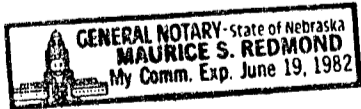


Rodney A. Johnson
Notary Public

STATE OF NEBRASKA, County of Dakota

On this 2nd day of March, 1979, before me Maurice S. Redmond, a Notary Public, in and for said county, personally came Neil R. McCluhan, single, to me personally known to be the identical person whose name is affixed to the within instrument as Owner and he acknowledged the execution of the same to be his voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Dakota City, Nebraska, on the day last above written.



Maurice S. Redmond
Notary Public

59-3

STATE OF New York, County of NIAGARA

On this 12th day of MARCH, 1979, before me JAMES R. FRANEY, a Notary Public in and for said county, personally came Thomas K. McCluhan and Suzanne McCluhan, husband and wife, to me personally known to be the identical persons whose names are affixed to the within instrument as Owners and they acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at NIAGARA FALLS on the day last above written.

James R. Franey
Notary Public

JAMES R. FRANEY
Notary Public, State of New York
Appointed In Niagara County
My Commission expires March 30, 1980

SP-4

MISCELLANEOUS RECORD #15

ESCROW AGREEMENT

DATE March 22, 1979

TO PLATTE VALLEY BANK
NORTH BEND, NEBRASKA

You are hereby appointed Escrow Agent upon the following terms and conditions:

1. SUBJECT OF ESCROW:

Real Estate as follows:
Exhibit "A" attached hereto.

2. PARTIES TO ESCROW:

SELLERS: Neil R. McCluhan, Thomas K. McCluhan and Suzanne McCluhan

BUYERS: Quinn E. Dunker and Harry J. Johnson

3. INSTRUMENTS DEPOSITED:

Deed, abstract, executed copy of agreement establishing escrow

4. DELIVERY INSTRUCTIONS:

In accordance with the 6th paragraph of the subject agreement

5. PAYMENT INSTRUCTIONS:

Payments will be made directly by the Buyers to the Sellers. Although the deed is dated this date, it is not to be considered complete until the final payment is made, at which time it is to become absolute and complete.

Neil R. McCluhan

Thomas K. McCluhan

Suzanne McCluhan
SELLERS

Quinn E. Dunker

Harry Johnson
BUYERS

Paul J. [Signature]
WITNESS

ACCEPTED: Platte Valley Bank of North Bend, Nebraska

BY: Thomas E Wolf

EXHIBIT "A"

A tract of land in the South Half Northeast Quarter and North Half Southeast Quarter and part in Northwest Quarter of Section 19, Township 17, Range 6, Saunders County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the South Half Northeast Quarter of said Section 19, thence West on the North line of said South Half, Northeast Quarter a distance of 33.0 feet to the true place of beginning; thence $S0^{\circ}11'31''E$ (assumed bearing) 232.25 feet along State Highway Right of Way; thence $N89^{\circ}57'08''W$ 17.31 feet; thence $N80^{\circ}13'47''W$ 433.63 feet along south Right of Way Line of County Road; thence $S5^{\circ}40'31''W$ 261.2 feet; thence $S82^{\circ}50'53''E$ 363.7 feet; thence $S0^{\circ}12'52''E$ 118.08 feet; thence $N89^{\circ}48'47''E$ 43.00 feet to State Highway Right of Way; thence $S0^{\circ}12'40''E$ 737.80 feet along said Right of Way to a point 100.0 feet west of the East line of said Northeast Quarter; thence continuing on said Right of Way $S19^{\circ}43'29''W$ 234.90 feet to a point 180.0 feet west of the East line Southeast Quarter; thence $S0^{\circ}11'13''E$ parallel to said East line Southeast Quarter 486.0 feet; thence along existing fence $S88^{\circ}51'06''W$ 555.47 feet; thence $N19^{\circ}33'31''W$ 376.86 feet; thence $N89^{\circ}06'09''W$ 241.90 feet; thence $N60^{\circ}49'08''W$ 112.38 feet; thence $N38^{\circ}48'21''W$ 259.32 feet; thence $N50^{\circ}08'43''W$ 510.26 feet; thence $S80^{\circ}37'51''W$ 321.98 feet; thence $N89^{\circ}20'36''W$ 118.34 feet; thence $N66^{\circ}59'38''W$ 249.26 feet; thence $N85^{\circ}32'48''W$ 213.30 feet to the west line said Northeast Quarter; thence $S0^{\circ}01'31''E$ 104.0 feet; thence $S89^{\circ}58'59''W$ 165.0 feet; thence $N0^{\circ}01'31''W$ 264.0 feet; thence $N89^{\circ}58'29''E$ 165.0 feet to said West line Northeast Quarter; thence along said West line $N0^{\circ}01'31''W$ 878.41 feet to the Northwest Corner of said South Half Northeast Quarter; thence $S89^{\circ}51'41''E$ along the North line of said South Half Northeast Quarter 2,594.69 feet to the true place of beginning, containing 85.11 acres. AND

A tract of land in the Southeast Quarter of Section 19, Township 17, Range 6, Saunders County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence $S0^{\circ}11'13''E$ along the east line of said Section 19 2,023.01 feet; thence $S88^{\circ}51'06''W$ 735.47 feet to the true place of beginning; thence continuing $S88^{\circ}51'06''W$ 368.11 feet; thence $N0^{\circ}0'0''E$ 366.28 feet; thence $S89^{\circ}06'09''E$ 241.90 feet; thence $S19^{\circ}33'31''E$ 376.86 feet to the true place of beginning, containing 2.49 acres.

McClellan to Dunker

AGREEMENT FOR EXCHANGE OF REAL ESTATE WITH DEEDS IN ESCROW

This Agreement, made this 29th day of June, 1977, by and between Quinn E. Dunker, hereinafter referred to as "Dunker" and Harry J. Johnson and Marie J. Johnson, husband and wife, hereinafter referred to as "Johnson".

Whereas Dunker and Johnson each have an undivided one-half interest as tenants in common to the property described in the attached Exhibit "A"; and

Whereas it is the desire of the parties to divide their interests in the property described in Exhibit "A" and to subsequently own complete interests in different tracts of said property;

A. It is therefore agreed that Dunker shall own and Johnson shall convey to Dunker by warranty deed the following described property:

(1) A tract of land in the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 19, Township 17 North, Range 6 East of the Sixth P.M., Saunders County, Nebraska, more particularly described as follows: Commencing at the Northeast Corner of the South Half of the Northeast Quarter; thence S0°11'13"E (assumed bearing) along the east line of said Section 19, 2023.01 feet; thence S88°51'06"W 180.02 feet to the true place of beginning; thence continuing S88°51'06"W 555.47 feet; thence N00°11'13"W, parallel with the east line of said Section 19, 1403.64 feet; thence N45°25'06"E 247.36 feet; thence N05°40'31"E 311.96 feet to the south line County Road right-of-way; thence S80°13'47"E 50.13 feet along said right-of-way; thence S05°40'31"W 261.2 feet; thence S82°50'53"E 363.7 feet; thence S00°12'52"E 118.08 feet; thence N89°48'47"E 43.00 feet to the west line of Highway 79 right-of-way; thence S00°12'40"E, along said Highway 79 right-of-way 737.80 feet; thence S19°43'29"W, along said Highway 79 right-of-way 234.90 feet; thence S00°11'13"E, along said Highway 79 right-of-way, 486.00 feet to the place of beginning, containing 21.86 acres, more or less, and hereinafter referred to as McCluhan Bluffs or Parcel 2C, and

(2) A tract of land in the South Half Northeast Quarter and the South Half Northwest Quarter, Section 19, Township 17 North, Range 6 East of the 6th P.M., Saunders County, Nebraska more particularly described as follows: Commencing at the Northwest Corner of the South Half Northeast Quarter said Section 19; thence S0°01'31"E (Assumed Bearing) along the west line said South Half Northeast Quarter, 878.41 feet; thence S89°58'29"W 165.0 feet; thence S0°01'31"E 264.0 feet; thence N89°58'29"E 165.0 feet to the west line said South Half Northeast Quarter; thence N0°01'31"W, along said west line 104.0 feet; thence S85°32'48"E 213.30 feet; thence S66°59'38"E 249.26 feet; thence S89°20'36"E 118.34 feet; thence N80°37'51"E 282.48 feet; thence N0°01'31"W parallel with the west line said Northeast Quarter 1,105.73 feet, to the north line said South Half Northeast Quarter; thence N89°51'41"W, along said north line, 839.11 feet to the place of beginning, containing 22.27 acres, hereinafter referred to as Parcel 2A.

B. It is further agreed that Johnson shall own and Dunker shall convey to Johnson by warranty deed the following described property:

SAUNDERS CO. NE Entered in NUM INDEX NOVEMBER 6 1977 10:29 AM REGISTER OF DEEDS

No. 11114-4 100 1525

(1) A tract of land in the South Half Northeast Quarter and the North Half Southeast Quarter, Section 19, Township 17 North, Range 6 East of the 6th P.M., Saunders County, Nebraska more particularly described as follows: Commencing at the Northeast Corner South Half Northeast Quarter said Section 19; thence N89°51'41"W (Assumed Bearing) along the north line said South Half Northeast Quarter, 33.0 feet to the place of beginning; thence continuing N89°51'41"W along said north line 1,755.58 feet; thence S0°01'31"E 1105.73 feet parallel with the west line said South Half Northeast Quarter; thence N80°37'51"E 39.5 feet; thence S50°08'43"E 510.26 feet; thence S38°48'21"E 259.32 feet; thence S60°49'08"E 112.38 feet; thence S89°06'09"E 241.90 feet; thence S19°33'31"E 376.86 feet to the Southwest Corner McCluhan Bluffs; thence N0°11'13"W along the west line McCluhan Bluffs 1403.64 feet; thence continuing along said west line N45°25'06"E 247.36 feet; thence N05°40'31"E 311.96 feet to the Northwest Corner McCluhan Bluffs; thence S80°13'47"E along south line County Road Right-of-Way 483.76 feet; thence S89°57'08"E to the west line Nebraska Highway #79 Right-of-Way 17.31 feet; thence along said Right-of-Way N0°11'13"W 232.25 feet to the place of beginning, containing 40.98 acres including, County Road Right-of-Way; hereinafter referred to as Parcel 2B, and

(2) A tract of land in the Southeast Quarter of Section 19, Township 17, Range 6, Saunders County, Nebraska, more particularly described as follows: Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence S0°11'13"E along the east line of said Section 19 2023.01 feet; thence S88°51'06"W 735.47 feet to the true place of beginning; thence continuing S88°51'06"W 368.11 feet; thence N0°0'0"E 366.28 feet; thence S89°06'09"E 241.90 feet; thence S19°33'31"E 376.86 feet to the true place of beginning, containing 2.49 acres, hereinafter referred to as Parcel 2D.

C. It is further agreed as follows:

1. There shall be no additional subdivision of any of the property described in Exhibit "A" into tracts of less than 10 acres in size without the prior written consent of all of the then land owners of the tracts described in paragraph A.(2) and paragraph B.(1) and (2) above.

2. Parties hereto will install a fence along the western most line of McCluhan Bluffs, costs to be shared equally by the parties.

3. Parties shall retain the original easements granted by Neil R. McCluhan, Thomas K. McCluhan and Suzanne McCluhan in the Agreement for Sale of Real Estate entered into on March 7, 1979, except that Dunker's easement along the southern boundary of the 85.11 acre tract in the southeast quarter and the northeast quarter of Section 19, Township 17 North, Range 6 East shall cease at the west boundary of Indian Peak Drive as platted in McCluhan Bluffs. Such easement of Dunker shall commence again at the eastern most point of Parcel 2A. The intention of the parties is that Dunker shall retain the above described easement from the McCluhans to the extent necessary to have access to McCluhan Bluffs from the east off of Highway 79 and along the southern boundary of the property described in paragraph A.(2), but shall not have an easement along the southern boundary of the property described in paragraph B.(1) and (2) and owned by Johnson.

4. As it is the desire of Johnson that any construction and development in McCluhan Bluffs not impose upon the privacy of their property, it is agreed as follows:

(a) Johnson reserves the right to approve the sites where the residences in Lots No. 6, 7, 8, 9, 10 and 12 shall be built.

(b) There shall be no two-story or higher residences constructed on Lots No. 6, 7, 8, 9, 10 or 12 where such residences would be visible from or interfere with the privacy of the property described in paragraph B.(1) and (2) above.

(c) Dunker shall insure that all Lot owners in McCluhan Bluffs comply with the "Reservations and Restrictive Covenants For McCluhan Bluffs".

(d) Dunker agrees to lower the present elevation of the building site on Lot No. 10 by 10 to 15 feet.

Johnson agrees that he will not unreasonably withhold consent to any of the conditions of this subparagraph 4. where such consent will not interfere with the privacy of his property.

5. Parties agree that there shall be minimum tree removal, excavation, elevation or change in the present grade of any of the property described in Exhibit "A". Such landscaping shall be only for residential construction and access to building sites. No cattle, swine, goats, poultry, other livestock or fowl shall be kept or raised on any of the property for commercial purposes. Any livestock or poultry kept on the property for personal use or consumption shall be contained in a properly fenced-in area and out of the view of any other building sites in the property described in the attached Exhibit "A".

6. Johnson is given an easement upon the platted streets of McCluhan Bluffs to the extent the same is necessary for access to his property.

7. It is agreed that the deeds executed with this Exchange Agreement shall be held in escrow by Rodney A. Johnson, escrow agent, until such time as the Agreement for Sale entered into with the McCluhans is completed.

This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, agents and assigns of the parties and any future land owners of the property involved herein.

Quinn E. Dunker

Harry J. Johnson

Marie J. Johnson

4. As it is the desire of Johnson that any construction and development in McCluhan Bluffs not impose upon the privacy of their property, it is agreed as follows:

(a) Johnson reserves the right to approve the sites where the residences in Lots No. 6, 7, 8, 9, 10 and 12 shall be built.

(b) There shall be no two-story or higher residences constructed on Lots No. 6, 7, 8, 9, 10 or 12 where such residences would be visible from or interfere with the privacy of the property described in paragraph B.(1) and (2) above.

(c) Dunker shall insure that all Lot owners in McCluhan Bluffs comply with the "Reservations and Restrictive Covenants For McCluhan Bluffs".

(d) Dunker agrees to lower the present elevation of the building site on Lot No. 10 by 10 to 15 feet.

Johnson agrees that he will not unreasonably withhold consent to any of the conditions of this subparagraph 4. where such consent will not interfere with the privacy of his property.

5. Parties agree that there shall be minimum tree removal, excavation, elevation or change in the present grade of any of the property described in Exhibit "A". Such landscaping shall be only for residential construction and access to building sites. No cattle, swine, goats, poultry, other livestock or fowl shall be kept or raised on any of the property for commercial purposes. Any livestock or poultry kept on the property for personal use or consumption shall be contained in a properly fenced-in area and out of the view of any other building sites in the property described in the attached Exhibit "A".

6. Johnson is given an easement upon the platted streets of McCluhan Bluffs to the extent the same is necessary for access to his property.

7. It is agreed that the deeds executed with this Exchange Agreement shall be held in escrow by Rodney A. Johnson, escrow agent, until such time as the Agreement for Sale entered into with the McCluhans is completed.

This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, agents and assigns of the parties and any future land owners of the property involved herein.

Quinn E. Dunker

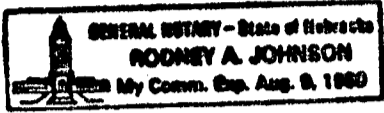
Harry J. Johnson

Marie J. Johnson

STATE OF NEBRASKA, County of Dodge:

Before me, a notary public qualified for said county, personally came Quinn Dunker, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on June 29,
1979.



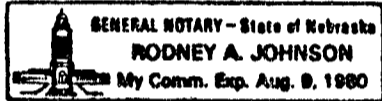
Rodney A. Johnson
Notary Public

My commission expires: August 9, 1980.

STATE OF NEBRASKA, County of Dodge:

Before me, a notary public qualified for said county, personally came Harry J. Johnson and Marie J. Johnson, known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on June 29,
1979.



Rodney A. Johnson
Notary Public

My commission expires: August 9, 1980.

Escrow arrangements accepted this 29th day of June, 1979.

Rodney A. Johnson
Rodney A. Johnson,
Escrow Agent

EXHIBIT "A"

A tract of land in the South Half Northeast Quarter and North Half Southeast Quarter and part in Northwest Quarter of Section 19, Township 17, Range 6, Saunders County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the South Half Northeast Quarter of said Section 19, thence West on the North line of said South Half, Northeast Quarter a distance of 33.0 feet to the true place of beginning; thence $S0^{\circ}11'31''E$ (assumed bearing) 232.25 feet along State Highway Right of Way; thence $N89^{\circ}57'08''W$ 17.31 feet; thence $N80^{\circ}13'47''W$ 433.63 feet along south Right of Way Line of County Road; thence $S5^{\circ}40'31''W$ 261.2 feet; thence $S82^{\circ}50'53''E$ 363.7 feet; thence $S0^{\circ}12'52''E$ 118.08 feet; thence $N89^{\circ}48'47''E$ 43.00 feet to State Highway Right of Way; thence $S0^{\circ}12'40''E$ 737.80 feet along said Right of Way to a point 100.0 feet west of the East line of said Northeast Quarter; thence continuing on said Right of Way $S19^{\circ}43'29''W$ 234.90 feet to a point 180.0 feet west of the East line Southeast Quarter; thence $S0^{\circ}11'13''E$ parallel to said East line Southeast Quarter 486.0 feet; thence along existing fence $S88^{\circ}51'06''W$ 555.47 feet; thence $N19^{\circ}33'31''W$ 376.86 feet; thence $N89^{\circ}06'09''W$ 241.90 feet; thence $N60^{\circ}49'08''W$ 112.38 feet; thence $N38^{\circ}48'21''W$ 259.32 feet; thence $N50^{\circ}08'43''W$ 510.26 feet; thence $S80^{\circ}37'51''W$ 321.98 feet; thence $N89^{\circ}20'36''W$ 118.34 feet; thence $N66^{\circ}59'38''W$ 249.26 feet; thence $N85^{\circ}32'48''W$ 213.30 feet to the west line said Northeast Quarter; thence $S0^{\circ}01'31''E$ 104.0 feet; thence $S89^{\circ}58'59''W$ 165.0 feet; thence $N0^{\circ}01'31''W$ 264.0 feet; thence $N89^{\circ}58'29''E$ 165.0 feet to said West line Northeast Quarter; thence along said West line $N0^{\circ}01'31''W$ 878.41 feet to the Northwest Corner of said South Half Northeast Quarter; thence $S89^{\circ}51'41''E$ along the North line of said South Half Northeast Quarter 2,594.69 feet to the true place of beginning, containing 85.11 acres. AND

A tract of land in the Southeast Quarter of Section 19, Township 17, Range 6, Saunders County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence $S0^{\circ}11'13''E$ along the east line of said Section 19 2,023.01 feet; thence $S88^{\circ}51'06''W$ 735.47 feet to the true place of beginning; thence continuing $S88^{\circ}51'06''W$ 368.11 feet; thence $N0^{\circ}0'0''E$ 366.28 feet; thence $S89^{\circ}06'09''E$ 241.90 feet; thence $S19^{\circ}33'31''E$ 376.86 feet to the true place of beginning, containing 2.49 acres.

Grantor grants to the grantee a 30 foot wide easement for access to the above described real estate along the southern boundary of the 85.11 acre tract in the southeast quarter and the northeast quarter of Section 19, Township 17 North, Range 6 East, Saunders County, Nebraska; AND

A 20 foot wide easement for access to the above described real estate on the west quarter section line of the southeast quarter and part of the northeast quarter of Section 19, Township 17 North, Range 6 East, Saunders County, Nebraska. Such easement is on the road which runs north and south from approximately the south quarter corner of Section 19, Point J, to Point Y of the "McCluhan Survey, Job No. SU-399", approximately 176 feet north of the center of Section 19, Township 17 North, Range 6 East, Saunders County, Nebraska.

McCluhan to Dunker