

MISCELLANEOUS RECORD No. 94

~~lot 7 & 8 Avalon NO Report~~
~~lot 92, lot 216-222 Avalon NO.~~

Contract for Right of Way
Nebraska Power Company

W. B. Beales & Wf.

THIS INDENTURE made this 28 day of May, 1931, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and William B. Beales, and Florence Beales, husband and wife of the County of Douglas, State of Nebraska, hereinafter called "Grantor";

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Douglas County, State of Nebraska, to wit:

West Two (2) rods in width of the Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) Section Twenty Eight (28), and also, NorthEast Quarter of SouthEast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Section Twenty Nine (29), all being in Township Sixteen (16) North, Range Twelve (12) east of the 6th P.M.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 300 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the section line between sections 28 & 29 hereinbefore described, this making one pole five feet east of and one pole five feet west of said section line between said sections 28 & 29.

The Company agrees to pay an additional \$20.00 per pole if the Grantor removes the fence line along the Section line, that now separates the two tracts of land above described, for a permanent open field.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: e

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or resulting from property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right of way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect against the property hereinabove described.

It is hereby agreed that in the event the Company is unable to obtain a right of way easement over and across all of the intervening property, commencing at the corner of section 28 & 29 and ending at the corner section 28 & 29-if so as to construct

MISCELLANEOUS RECORD No. 94

877

its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 28 day of May, 1931.

Attest:

F. J. Moylan,
Secretary

Witnesses:

A. W. Berry



NEBRASKA POWER COMPANY

By Roy Page, Vice-President & General
Manager.

W. B. Beales

Mrs. Wm. Beales,
Grantor.

Engineer's Approval F. E. Smith

State of Nebraska,)
County of Douglas,) ss.

On this 28 day of May, 1931, before me the undersigned, a Notary Public in and for said County and State, personally appeared W. B. Beales and Mrs. Wm. Beales, personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

A. W. Berry,

Notary Public.

My commission expires on the 7 day of May, 1937.

State of Nebraska,)
County of Douglas,) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 4th day of June, A. D., 1931, at 9:30 o'clock A.M.
Harry Pearce,

Register of Deeds.

Compared by R&G.

3. Contract for Right of Way

Albert Hedelund
&
Nebraska Power Company

I, Albert Hedelund, Owner of the real estate described as North 30' of Lots 37, 38 and 39 and 16' vacated alley and the South 104' of Lots 34, 35 and 36 of Cunningham Brennan's Addition, Omaha, Nebraska, in consideration of the sum of One Dollars (\$1.00) receipt of which is hereby acknowledged, do hereby grant to the Nebraska Power Company a corporation, its successors and assigns the perpetual right to construct, operate, and maintain, its electric transmission and distribution lines, consisting of poles, wires, cables, fixtures, guys and anchors, together with the right to fell or trim any trees, along said lines where necessary to secure a clearance of at least six feet for the wires. The poles and lines are to be located as shown by sketch or as described on reverse side hereof, which is hereby made a part hereof.

The owner also grants the Nebraska Power Company the right to extend to any telephone or

Affects lots 1+2 Avaton North
Rep. 3. / DLA. Avaton
No. 175-188.

Contains access restrictions.
BOOK 1307 PAGE 13

Warranty Deed F-112 (16) AFF: 18-154 Tract 10

KNOW ALL MEN BY THESE PRESENTS;

THAT We, Andrew Jensen and Anna S. Jensen, Husband and Wife

of the County of Douglas and State of Nebraska for and in consideration of the sum of - Twenty Two Thousand Twenty Two and 00/100-(\$22,022.00)- DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA the following described real estate situated in Douglas County, and State of Nebraska, to-wit:

A tract of land located in part of the west Half of the Northwest Quarter (more specifically defined as lying over and across the Northwest quarter of the Northwest Quarter and the Southwest quarter of the Northwest Quarter) of Section 28, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the Northwest Corner of said Section 28; thence southerly on the West Line of the West Half of the Northwest Quarter of said Section 28 a distance of 970.1 feet; thence southeasterly 54 degrees 32 minutes left a distance of 323.5 feet; thence continuing southeasterly 26 degrees 54 minutes right a distance of 225.3 feet; thence continuing southeasterly 07 degrees 21 minutes left a distance of 545.9 feet; thence continuing southeasterly 16 degrees 05 minutes left a distance of 204.0 feet; thence continuing southeasterly 11 degrees 19 minutes right a distance of 921.9 feet to a point on the South Line of said West Half of the Northwest Quarter; thence easterly on said South Line a distance of 219.8 feet; thence northwesterly 130 degrees 18 minutes left a distance of 911.4 feet; thence continuing northwesterly 12 degrees 43 minutes right a distance of 410.9 feet; thence continuing northwesterly 14 degrees 57 minutes left a distance of 803.9 feet; thence northerly 35 degrees 57 minutes right a distance of 842.9 feet; thence northeasterly 56 degrees 21 minutes right a distance of 243.9 feet to a point on the southwesterly Chicago and North Western Railway Company Right of Way Line; thence northwesterly 97 degrees 31 minutes left and on said Railway Right of Way Line a distance of 41.5 feet to a point on the North Line of said West Half of the Northwest Quarter; thence westerly on said North Line a distance of 415.4 feet to the point of beginning, containing 16.05 acres, more or less, which includes 0.32 acre, more or less, previously occupied as a public highway, the remaining 15.73 acres, more or less, being the additional acreage hereby secured.

That portion of the above described tract lying between the following described Controlled Access Lines shall be part of a Controlled Access Facility as defined in Section 39-1302 (6) R. R. S. 1943, and the remainder of said part of the West Half of the Northwest Quarter, which by reason of the taking herein described, now abuts on a highway where none existed theretofore, is subject to the provisions of Section 39-1329 R. R. S. 1943.

Referring to the Northwest Corner of said Section 28; thence southerly on the West Line of the West Half of the Northwest Quarter of said Section 28 a distance of 970.1 feet to the point of beginning of said Controlled Access Line, said point being on the southwesterly Highway Right of Way Line; thence southeasterly 54 degrees 32 minutes left and on said Highway Right of Way Line a distance of 323.5 feet; thence continuing southeasterly 26 degrees 54 minutes right and on said Highway Right of Way Line a distance of 225.3 feet; thence continuing southeasterly 07 degrees 21 minutes left and on said Highway Right of Way Line a distance of 545.9 feet; thence continuing southeasterly 16 degrees 05 minutes left and on said Highway Right of Way Line a distance of 204.0 feet; thence continuing southeasterly 11 degrees 19 minutes right and on said Highway Right of Way Line a distance of 921.9 feet to the point of termination of said Controlled Access Line, said point being on the South Line of said West Half of the Northwest Quarter, except over one nonrestricted drive as to use, not to exceed 40 feet in width, the centerline of which is located 1,196.0 feet southerly from the North Line of said West Half of the Northwest Quarter as measured along the centerline of the highway.

RW-550-

And also, referring to the Northwest Corner of said Section 28; thence southerly on the west line of the West Half of the Northwest quarter of said Section 28 a distance of 970.1 feet to a point on the southwesterly Highway Right of Way Line; thence southeasterly 54 degrees 32 minutes left and on said southwesterly Highway Right of Way Line a distance of 323.5 feet; thence continuing southeasterly 26 degrees 54 minutes right and on said southwesterly Highway Right of Way Line a distance of 225.3 feet; thence continuing southeasterly 07 degrees 21 minutes left and on said southwesterly Highway Right of Way Line a distance of 545.9 feet; thence continuing southeasterly 16 degrees 05 minutes left and on said southwesterly Highway Right of Way Line a distance of 204.0 feet; thence continuing southeasterly 11 degrees 19 minutes right and on said southwesterly Highway Right of Way Line a distance of 921.9 feet to a point on the South Line of said West Half of the Northwest Quarter; thence easterly on said South Line a distance of 219.8 feet to the point of beginning of said Controlled Access Line, said point being on the northeasterly Highway Right of Way Line; thence northwesterly 130 degrees 18 minutes left and on said northeasterly Highway Right of Way Line a distance of 911.4 feet; thence continuing northwesterly 12 degrees 53 minutes right and on said northeasterly Highway Right of Way Line a distance of 410.9 feet; thence continuing northwesterly 14 degrees 27 minutes left and on said northeasterly Highway Right of Way Line a distance of 803.9 feet to a point on the easterly Highway Right of Way Line; thence northerly 35 degrees 57 minutes right and on said easterly Highway Right of Way Line a distance of 964.6 feet to the point of termination of said Controlled Access Line, except over one nonrestricted drive as to use, not to exceed 40 feet in width, the centerline of which is located 1,196.0 feet southerly from the North Line of said West Half of the Northwest Quarter as measured along the centerline of the highway.

TO HAVE AND TO HOLD THE premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging, unto the said The State of Nebraska and to its successors and assigns forever. And I do hereby covenant with the said Grantee and with its successors and assigns that I am lawfully seized of said premises; that they are free from encumbrance, that I have good right and lawful authority to sell the same; and I do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Anna S. Jensen hereby relinquishes all her rights of every name & kind in and to the above described premises.

Signed this 5th day of November A.D., 1966

In presence of

Norman G. Reese

X Andrew Jensen

X Anna S. Jensen

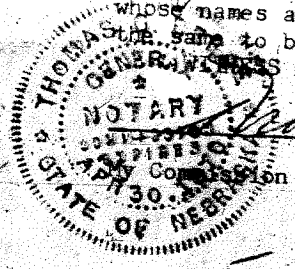
STATE OF Nebraska)
Douglas County) ss.

On this 5th day of November, A.D., 1966, before me the undersigned Norman G. Reese a Notary Public, duly commissioned and qualified for and residing in said county, personally came Andrew Jensen and Anna S. Jensen, Husband and Wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

I, Norman G. Reese, Notary Public, do hereby certify that the day and year last above written.

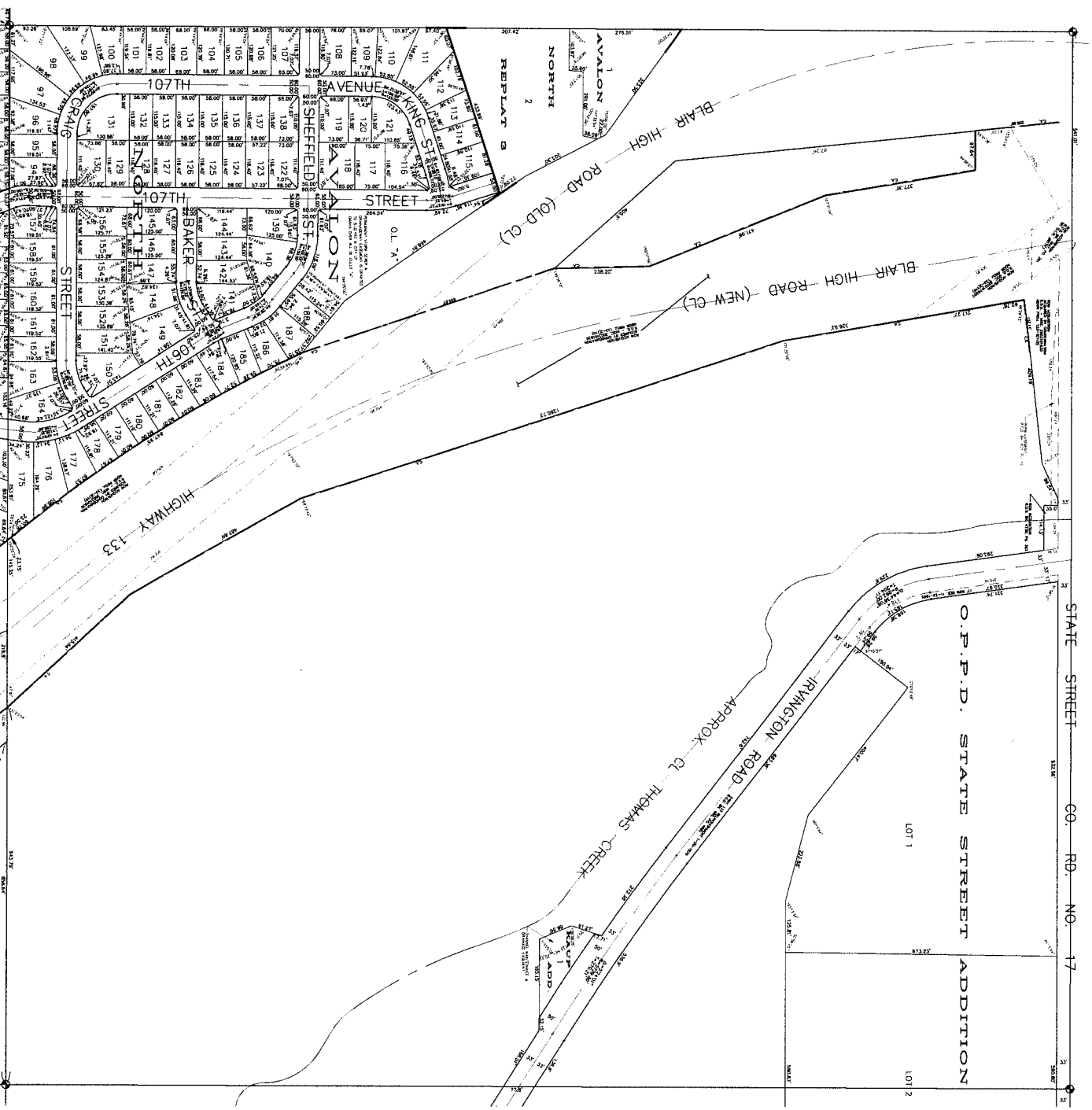
Norman G. Reese Notary Public.

My Commission expires the 30th day of April, 1970



5
 CALLED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 23 DAY Nov 1966 9:37A M. THOMAS L. O'CONNOR, REGISTER OF DEEDS

N.W. 1/4 SEC. 28-16-12

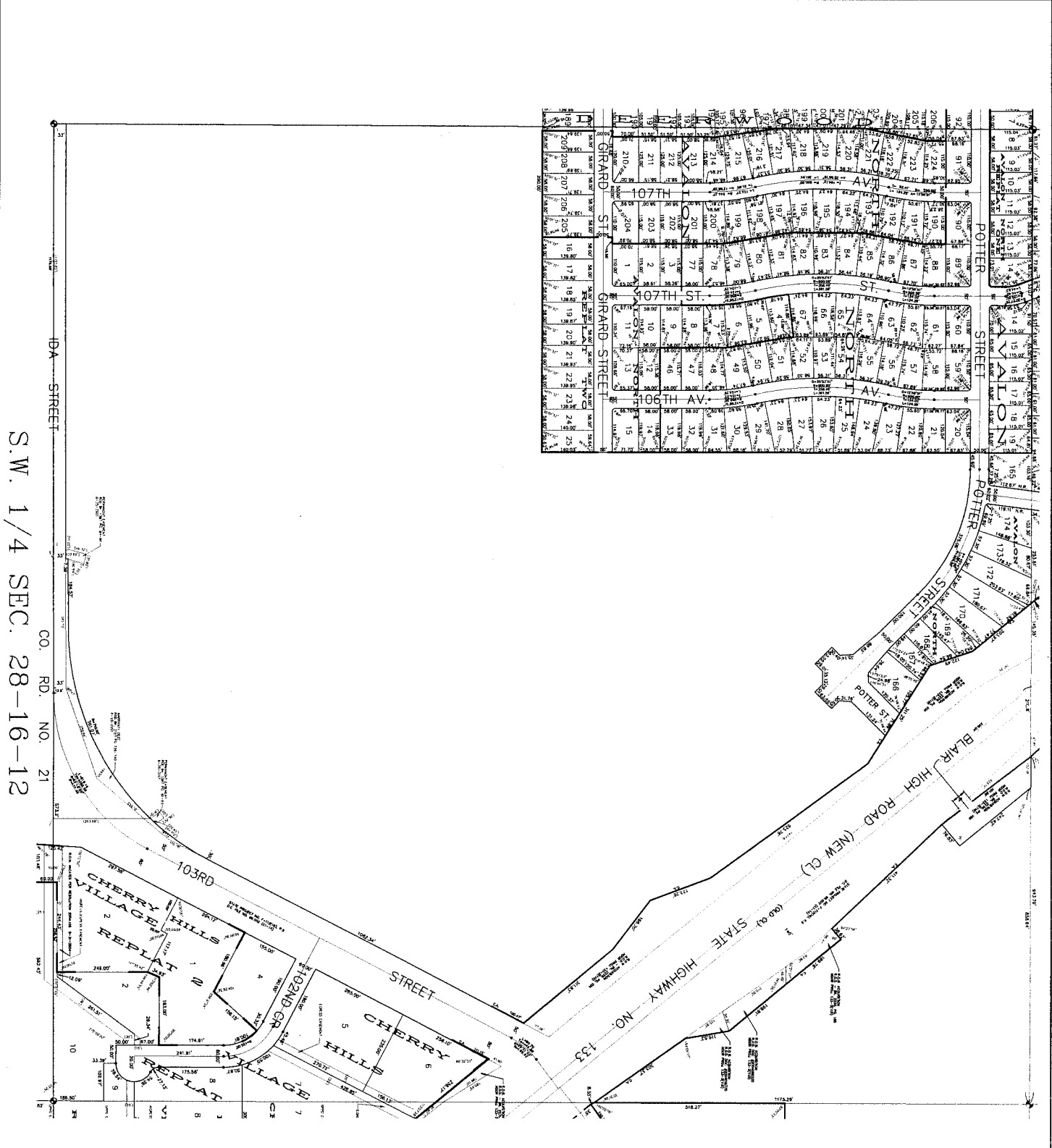


DOUGLAS COUNTY ENGINEER
 156TH & W. MAPLE RD. OMAHA NE. 68116

DRAWN BY	DATE	COMMENTS
B.D.	07/26/2005	REDRAW
R.J.B.	07/27/2005	AVALON NORTH REPLAT 3
J.L.B.	04/11/2007	O.P.P.D. STATE STREET (LOTS 1 & 2)

SCALE: 1" = 100' **NORTH**

INFORMATION ON THIS SHEET SHOULD BE VERIFIED WITH THE FINAL PLAN BEFORE BEING USED.



S.W. 1/4 SEC. 28-16-12



DOUGLAS COUNTY ENGINEER
 156TH & W. MAPLE RD. OMAHA NE. 68116

DRAWN BY	DATE	COMMENTS
C.C.	10-11-2003	CHERRY HILLS VILLAGE REPLAT 2

SCALE: 1" = 100' **NORTH**

INFORMATION ON THIS SHEET SHOULD BE VERIFIED WITH ORIGINAL PLANS BEFORE BEING USED.



BK 2228 PG 051-054



DEED 2002 17272

Nebr Doc
Stamp Tax
12-2-02
Date
s EX02
By CP

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 DEC -2 PM 1:57

RECEIVED

FEE 205 FB 01.00000

BKP 28.16.1260 COMP

DEL SCAN UK FV

Access Restrictions
Affects Lots 166 - 172.

Deed 4

WARRANTY DEED - CORPORATION (page 1)
C.N.: 21487

PROJECT: 133-2(110)

TRACT: 2 REVISED

KNOW ALL MEN BY THESE PRESENTS:

THAT Brub's Packing Company

Organized and existing under and by virtue of the laws of the State of Nebraska hereinafter known as the Grantor, for and in consideration of the sum of **SEVENTY EIGHT THOUSAND ONE HUNDRED TWENTY AND NO/100----(\$78,120.00)---DOLLARS** in hand paid does hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real property situated in Douglas County, and State of Nebraska, to-wit;

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 369.235 METERS (1,211.40 FEET) TO THE EXISTING HIGHWAY RIGHT OF WAY LINE AND THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE DEFLECTING 0 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 44.303 METERS (145.35 FEET); THENCE SOUTHEASTERLY DEFLECTING 129 DEGREES, 35 MINUTES, 24 SECONDS LEFT A DISTANCE OF 62.169 METERS (203.97 FEET); THENCE SOUTHEASTERLY DEFLECTING 20 DEGREES, 22 MINUTES, 35 SECONDS RIGHT A DISTANCE OF 37.336 METERS (122.49 FEET); THENCE SOUTHEASTERLY DEFLECTING 38 DEGREES, 48 MINUTES, 41 SECONDS LEFT A DISTANCE OF 94.868 METERS (311.25 FEET); THENCE SOUTHEASTERLY DEFLECTING 21 DEGREES, 39 MINUTES, 16 SECONDS RIGHT A DISTANCE OF 160.253 METERS (525.76 FEET); THENCE SOUTHEASTERLY DEFLECTING 15 DEGREES, 33 MINUTES, 31 SECONDS RIGHT A DISTANCE OF 52.811 METERS (173.26 FEET); THENCE SOUTHEASTERLY DEFLECTING 32 DEGREES, 16 MINUTES, 26 SECONDS LEFT A DISTANCE OF 51.420 METERS (168.70 FEET); THENCE SOUTHEASTERLY DEFLECTING 13 DEGREES, 29 MINUTES, 45 SECONDS RIGHT A DISTANCE OF 95.045 METERS (311.83 FEET) TO THE EXISTING 103RD STREET RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE DEFLECTING 112 DEGREES, 56 MINUTES, 35 SECONDS LEFT A DISTANCE OF 23.487 METERS (77.06 FEET) TO THE EXISTING HIGHWAY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE DEFLECTING 67 DEGREES, 02 MINUTES, 00 SECONDS LEFT A DISTANCE OF 450.373 METERS (1477.60 FEET); THENCE NORTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE DEFLECTING 9 DEGREES, 41 MINUTES, 43 SECONDS RIGHT A DISTANCE OF 55.245 METERS (181.25 FEET) TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.128 HECTARES (2.79 ACRES), MORE OR LESS.

Return to: Julie Westergren
Nebraska Dept. of Roads-R.O.W. Div.
1500 Hwy 2, Box 94759
Lincoln, NE 68509-4759

WARRANTY DEED – CORPORATION (page 2)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 2 REVISED

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 413.538 METERS (1,356.75 FEET) TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY DEFLECTING 129 DEGREES, 35 MINUTES, 24 SECONDS LEFT A DISTANCE OF 62.169 METERS (203.97 FEET); THENCE SOUTHEASTERLY DEFLECTING 20 DEGREES, 22 MINUTES, 35 SECONDS RIGHT A DISTANCE OF 37.336 METERS (122.49 FEET); THENCE SOUTHEASTERLY DEFLECTING 38 DEGREES, 48 MINUTES, 41 SECONDS LEFT A DISTANCE OF 94.868 METERS (311.25 FEET); THENCE SOUTHEASTERLY DEFLECTING 21 DEGREES, 39 MINUTES, 16 SECONDS RIGHT A DISTANCE OF 160.253 METERS (525.76 FEET); THENCE SOUTHEASTERLY DEFLECTING 15 DEGREES, 33 MINUTES, 31 SECONDS RIGHT A DISTANCE OF 52.811 METERS (173.26 FEET); THENCE SOUTHEASTERLY DEFLECTING 32 DEGREES, 16 MINUTES, 26 SECONDS LEFT A DISTANCE OF 51.420 METERS (168.70 FEET); THENCE SOUTHEASTERLY DEFLECTING 13 DEGREES, 29 MINUTES, 45 SECONDS RIGHT A DISTANCE OF 95.045 METERS (311.83 FEET) TO THE EXISTING 103RD STREET RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE DEFLECTING 67 DEGREES, 03 MINUTES, 25 SECONDS RIGHT A DISTANCE OF 30.622 METERS (100.47 FEET) TO THE POINT OF TERMINATION;

EXCEPT INGRESS AND EGRESS WILL BE PERMITTED OVER ONE NON-RESTRICTED DRIVE AS TO USE, NOT TO EXCEED OVER 12.192 METERS (40.00 FEET) IN WIDTH, THE CENTERLINE OF WHICH IS LOCATED 103.340 METERS (339.04 FEET) SOUTHEASTERLY FROM THE NORTH LINE OF SAID QUARTER SECTION AS MEASURED ALONG THE CENTERLINE OF THE HIGHWAY.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

WARRANTY DEED - CORPORATION (page 3)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 2 REVISED

Duly executed this 2nd day of October, 20 02.

Burdin's Packing Company
Corporation

ATTEST: _____

BY: Jacqueline E. Polch
President

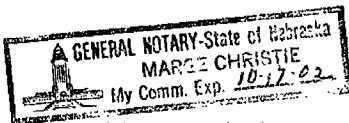
STATE OF Nebraska)
)ss.
Douglas County)

On this 2nd day of October, A.D., 20 02, before me, a General Notary Public, duly commissioned and qualified, personally came Jacqueline E. Polch

the duly authorized representatives of Burdin's Packing Company

who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and 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 the day and year last above written



Marge Christie Notary Public.

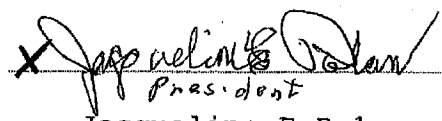
My commission expires the 17 day of October, 20 02.

Resolution

BE IT RESOLVED, that Jacqueline E Polan
 (Corporate Officer)
 and Marjorie F Christie
 (Corporate Officer) of the
Bruhn's Packing Company
 (Corporation) are hereby authorized
 and directed for, and on behalf of the Board of Directors, to execute all
 necessary documents to convey title to corporate property for highway
 purposes to the State of Nebraska, Department of Roads.

I further certify that the Board of Directors of the Bruhn's Packing Company
 (Corporation) has, and at the time of the
 adoption of said resolution, had full power and lawful authority to adopt the
 foregoing resolution and to confer the powers therein granted to the persons
 named who have full power and authority to exercise the same.

Duly executed this 2nd day of October, 2002.

X 
 President

 Jacqueline E Polan

ATTEST: Marjorie F Christie
 Marjorie F Christie
 Secretary

Project No.: 133-2(110)
 C.N.: 21487
 Tract No.: 2 Revision 1,9/16/02
 Owner's Name: Bruhn's Packing Co.



DEED 2004114592



AUG 30 2004 08:09 P 3

Nebr Doc
Stamp Tax
8/30/04
Date
\$ ~~EX~~ 02
By DK

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
8/30/2004 08:09:48.01



2004114592

*Access Restrictions
Affects Lot 175-188
+ DLA*

WARRANTY DEED - INDIVIDUAL (page 1)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 8A REVISED

KNOW ALL MEN BY THESE PRESENTS:

THAT Taylor-Jensen Investments, LTD.

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **FORTY NINE THOUSAND EIGHT HUNDRED AND NO/100----(\$49,800.00)----DOLLARS** in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real estate situated in **DOUGLAS** County, and State of Nebraska, to-wit;

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

*NW
SW
NE NW
SE*

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 369.235 METERS (1,211.40 FEET) TO THE EXISTING HIGHWAY RIGHT OF WAY LINE AND POINT OF BEGINNING; THENCE WEST ALONG SAID SOUTH LINE DEFLECTING 0 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 44.303 METERS (145.35 FEET); THENCE NORTHWESTERLY DEFLECTING 50 DEGREES, 24 MINUTES, 36 SECONDS RIGHT A DISTANCE OF 7.238 METERS (23.75 FEET) TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A 1053.000 METER (3,454.72 FOOT) RADIUS CURVE TO THE RIGHT, THE INITIAL TANGENT OF WHICH DEFLECTS 0 DEGREES, 00 MINUTES, 00 SECONDS RIGHT FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 258.456 METERS (847.95 FEET) TO THE EXISTING HIGHWAY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE DEFLECTING 154 DEGREES, 36 MINUTES, 47 SECONDS RIGHT FROM THE TERMINAL TANGENT OF THE LAST DESCRIBED CURVE, A DISTANCE OF 11.114 METERS (36.46 FEET); THENCE SOUTHEASTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE DEFLECTING 11 DEGREES, 14 MINUTES, 32 SECONDS RIGHT A DISTANCE OF 280.442 METERS (920.08 FEET) TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.672 HECTARES (1.66 ACRES), MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

del
FEE 15.50 FB pl-6000
BKP 28-16-12 CJO COMB
DEL R SCAN FV M

WARRANTY DEED – INDIVIDUAL (page 2)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 8A REVISED

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 413.538 METERS (1,356.75 FEET) TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 50 DEGREES, 24 MINUTES, 36 SECONDS RIGHT A DISTANCE OF 7.238 METERS (23.75 FEET) TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A 1053.000 METER (3,454.72 FOOT) RADIUS CURVE TO THE RIGHT, THE INITIAL TANGENT OF WHICH DEFLECTS 0 DEGREES, 00 MINUTES, 00 SECONDS RIGHT FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 258.456 METERS (847.95 FEET); THENCE NORTHWESTERLY DEFLECTING 6 DEGREES, 54 MINUTES, 35 SECONDS RIGHT FROM THE TERMINAL TANGENT OF THE LAST DESCRIBED CURVE, A DISTANCE OF 201.128 METERS (659.87 FEET) TO THE POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD the premises above described, together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

And the Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Signed this 2nd day of July, A.D. 2003.

TAYLOR-JENSEN INVESTMENTS, LTD.,
A Nebraska limited partnership

Anna S. Jensen
Anna S. Jensen, General Partner

WARRANTY DEED - INDIVIDUAL (page 3)

PROJECT: 133-2(110)

C.N.: 21487

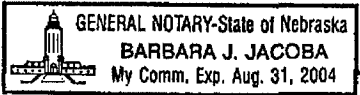
TRACT: 8A REVISED

STATE OF NEBRASKA)
(DOUGLAS County)

On this 2nd day of JULY, A.D., 2003, before me, a
General Notary Public, duly commissioned and qualified, personally came ANNA S. JENSEN

to me known to be the identical person whose name affixed to the foregoing instrument as Grantor and acknowledged the same to be a voluntary act and deed.

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



Barbara J. Jacoba Notary Public.

My commission expires the 21 day of AUGUST, 2004.

STATE OF _____)
(_____ County)

On this ___ day of _____, A.D., 20 ____, before me, a
General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person whose name affixed to the foregoing instrument as Grantor and acknowledged the same to be a voluntary act and deed.

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

_____ Notary Public.

My commission expires the ___ day of _____, 20 ____.



DEED 2003124799

RICHARD W. TAKECHI
REGISTER OF DEEDS



JUN 26 2003 14:28 P 3

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Deed
 FEE 16⁰⁰ FB 01-60000
²⁸⁻¹⁶⁻¹²
 3 BKP 29-16-12-10 COMP _____
 2 DEL _____ SCAN R FV _____

Temp. 12.4.01





DEED 2003147780



AUG 06 2003 15:56 P 2

Not Recd
Stamp Tax
8-6-03
Date
\$ 118.25
By: <i>[Signature]</i>

RICHARD N TAKECHI
REGISTER OF DEEDS
DUGLAS COUNTY, NE

RECEIVED

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Taylor-Jensen Investments, Ltd., a limited partnership, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEES, does grant, bargain, sell, convey and confirm unto Ida Street, L.L.C., a Nebraska limited liability company, herein called the GRANTEE whether one or more, the following described real property in Douglas County, Nebraska:

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S successors and assigns forever. And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 5th day of August, 2003

Taylor-Jensen Investments, Ltd.

BY: Anna S. Jensen
Anna S. Jensen, General Partner

State of Nebraska)
) ss.
County of Douglas)

On this 5th day of August, 2003, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Anna S. Jensen, General Partner of Taylor-Jensen Investments, Ltd., a limited partnership, known to me to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said partnership.

Witness my hand and notarial seal the day and year last above written.



Kathryn A. North
NOTARY PUBLIC

My commission expires the 24th day of October, 2005.

Box 35
003-5536

Deed
2
1
129519
129520

FEE	10.00	FB	01-602000
BKP	28-16-12	C/D	COMP
DEL		SCAN	FV

BK 2242 PG 501-502

DEED 2003 07178

Nebr Doc
Stamp Tax
5-20-03
Date
\$ 3610.²⁵
By JB

REG. & RECORDED
03 MAY 20 03 PH 2:10
RECORDED

WARRANTY DEED

Re-record to correct legal description

KNOW ALL MEN BY THESE PRESENTS, that Arthur R. Camenzind, a single person and Lee E. Camenzind and Pamela S. Camenzind, husband and wife, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEEES, does grant, bargain, sell, convey and confirm unto Ida Street, L.L.C., a Nebraska limited liability company, herein called the GRANTEE whether one or more, the following described real property in Douglas County, Nebraska:

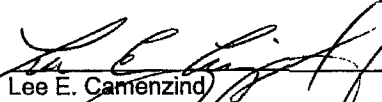
See Exhibit "A" attached hereto and made a part hereof.

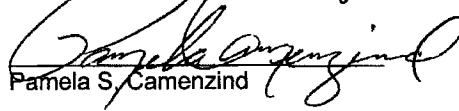
To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S successors and assigns forever. And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

DATED THIS 19th day of May, 2003.


Arthur R. Camenzind


Lee E. Camenzind


Pamela S. Camenzind

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)


On this 19th day of May, 2003, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Arthur R. Camenzind, known to me to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.




NOTARY PUBLIC

My commission expires the 8th day of November, 2003.

Deed 
FEE 11.00
28-16-12
2 CKP 29-16-12-20
2 DEL AU SCAN R MR

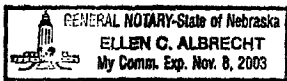
Box 35
02-5914.

v 123945
v 123746

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 19th day of May, 2003, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Lee E. Camenzind and Pamela S. Camenzind, known to me to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Ellen C. Albrecht
NOTARY PUBLIC

My commission expires the 8th day of November, 2003

Exhibit "A"

DEERWOOD CONVEYANCE - LEGAL DESCRIPTION

A LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29 AND THE SOUTHWEST QUARTER OF SECTION 28, ALL IN TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER S90°00'00"E, (AN ASSUMED BEARING), A DISTANCE OF 2613.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 S89°52'09"E, A DISTANCE OF 876.05 FEET; THENCE S00°01'55"W, A DISTANCE OF 1320.43 FEET; THENCE N89°56'58"W, A DISTANCE OF 882.03 FEET; THENCE S89°59'00"W, A DISTANCE OF 2197.14 FEET; THENCE N00°23'17"E, A DISTANCE OF 209.00 FEET; THENCE S89°59'00"W, A DISTANCE OF 419.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID LINE N00°23'17"E, A DISTANCE OF 1113.44 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 104.01 ACRES MORE OR LESS.

EXHIBIT "A"

A tract of land located in the Northwest Quarter (NW ¼) of Section 28, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more fully described as follows:

Beginning at the Southwest corner of the said Northwest Quarter (NW ¼); Thence along the West line of said Northwest Quarter (NW ¼) (on an assumed bearing) N00°16'40"E, a distance of 1086.87 feet; Thence N72°05'00"E, a distance of 433.63 feet to a point on the West Right-of-Way line of State Highway #133 also known as Blair High Road; Thence on said Right-of-Way for the next 3 courses S34°42'35"E, a distance of 468.66 feet; thence S50°54'42"E, a distance of 167.58 feet to the point of curvature of a curve to the left with a central angle of 14°03'47", a radius of 3454.72 feet, an arc length of 847.95 feet, a chord length of 845.82 feet and a chord bearing of S32°25'39"E; thence on said curve, a distance of 847.95 feet; thence S39°27'33"E, a distance of 23.75 feet to a point on the South line of said Northwest Quarter; thence along said South line N89°52'09"W, a distance of 1283.46 feet to the point of beginning and containing 23.21 acres more or less, which is contained within the following legal description:

All of the following described real estate lying South and West of Nebraska State Highway 133;

The Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼); the West 27.78 acres of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) except the railroad right of way and the State Highway right of way; the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) except railroad right of way; that part of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) lying South and West of the railroad right of way; that part of the North Half of the Northwest Quarter of the Southeast Quarter (N ½ NW ¼ SE ¼) lying South and West of the railroad right of way; that part of the East 12.24 acres of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) lying South and West of the railroad right of way; that part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) lying South of the railroad right of way; triangular 0.9 acres in Southwest (SW) corner of Tax Lot 1, South of road 47B; that part of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) lying South and West of the railroad right of way; that part of the North Half of the Northwest Quarter of the Southeast Quarter (N ½ NW ¼ SE ¼) lying South and West of the railroad right of way; all in Section 28, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, less that portion taken for roads and highway; excepting, however, the portion thereof conveyed to Anthony Saldi and Debra G. Saldi by Deed dated July 16, 1999 and recorded July 19, 1999.



DEED 2003179353



SEP 17 2003 15:37 P 3

Nebr Doc Stamp Tax

9-17-03

Date

\$ Extra

By JWH

RICHARD N. TAKECH, REGISTER OF DEEDS, DOUGLAS COUNTY, NE

RECEIVED

WARRANTY DEED - INDIVIDUAL (page 1)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 11 REVISED

KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth E. Taylor and Julie E. Taylor, husband & wife

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of FIFTEEN THOUSAND SIX HUNDRED SIXTY AND NO/100----(\$15,660.00)----DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real estate situated in DOUGLAS County, and State of Nebraska, to-wit;

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 126.614 METERS (415.40 FEET) TO A PROPERTY LINE AND THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE DEFLECTING 0 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 38.286 METERS (125.61 FEET) TO A PROPERTY LINE; THENCE SOUTHEASTERLY ALONG SAID PROPERTY LINE DEFLECTING 52 DEGREES, 45 MINUTES, 38 SECONDS RIGHT A DISTANCE OF 68.901 METERS (226.05 FEET); THENCE SOUTHEASTERLY DEFLECTING 27 DEGREES, 24 MINUTES, 13 SECONDS RIGHT A DISTANCE OF 66.224 METERS (217.27 FEET) TO A PROPERTY LINE; THENCE NORTHWESTERLY ALONG SAID PROPERTY LINE DEFLECTING 152 DEGREES, 35 MINUTES, 47 SECONDS RIGHT A DISTANCE OF 150.863 METERS (494.96 FEET) TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.335 HECTARES (0.83 ACRES), MORE OR LESS, WHICH INCLUDES 0.117 HECTARES (0.29 ACRES), MORE OR LESS, PREVIOUSLY OCCUPIED AS PUBLIC HIGHWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 164.900 METERS (541.01 FEET) TO A PROPERTY LINE; THENCE SOUTHEASTERLY ALONG SAID PROPERTY LINE DEFLECTING 52 DEGREES, 45 MINUTES, 38 SECONDS RIGHT A DISTANCE OF 68.901 METERS (226.05 FEET) TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY DEFLECTING 27 DEGREES, 24 MINUTES, 13 SECONDS RIGHT A DISTANCE OF 66.224 METERS (217.27 FEET) TO A PROPERTY LINE AND THE POINT OF TERMINATION.

Return to: Julie Westergren, Nebraska Dept. of Roads-R.O.W. Div., 1500 Hwy 2, Box 94759, Lincoln, NE 68509-4759

9
3
1
FEE 15.50 FB 01-60000
BKP 28-16-12C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

WARRANTY DEED - INDIVIDUAL (page 2)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 11 REVISED

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD the premises above described, together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

And the Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Signed this 2nd day of July, A.D. 2003.

Kenneth E. Taylor

Julia E Taylor

WARRANTY DEED – INDIVIDUAL (page 3)

PROJECT: 133-2(110)

C.N.: 21487

TRACT: 11 REVISED

STATE OF NE
)
)ss.
Douglas County)

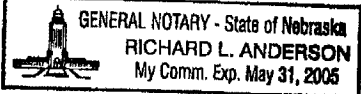
On this 2nd day of July, A.D., 2003, before me, a
General Notary Public, duly commissioned and qualified, personally came Kenneth E.
Taylor & Julie E. Taylor

to me known to be the identical person s whose names are affixed to the foregoing instrument
as Grantor s and acknowledged the same to be a voluntary act and deed.

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

Richard L Anderson Notary Public.

My commission expires the 31 day of May, 20 05.



STATE OF _____)
)ss.
_____ County)

On this _____ day of _____, A.D., 20____, before me, a
General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument
as Grantor _____ and acknowledged the same to be a voluntary act and deed.

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

_____ Notary Public.

My commission expires the _____ day of _____, 20_____.



DEED 2004044028



APR 07 2004 14:24 P 4

Nebr Doc Stamp Tax

4-7-04
Date
\$ EX02
By CP

QUIT CLAIM DEED

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
4/7/2004 2:24:09 PM

2004044028

THIS INDENTURE, Made this 22nd day of March, 2004

between **Sanitary and Improvement District No. 490 of Douglas County, Nebraska**
of the first part, and **Ida Street LLC, a Nebraska limited liability company** of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of Ten (\$10.00) Dollars and Other Good and Valuable Consideration, duly paid, the receipt whereof is hereby acknowledged, remised, released and quit-claimed, and by these presents do remise, release and forever quit-claim unto the said party of the second part, and to its heirs and assigns forever, all their right, title and interest in and to all

See Exhibits "A" and "B" attached hereto and incorporated herein by this reference

Together with all and singular the hereditaments thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said grantees and to grantees' heirs and assigns forever so that neither the said grantor, nor any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any thereof, but they and everyone of them shall by these presents be excluded and forever barred.

Jana L. McDonald, Clerk

Sanitary and Improvement District No. 490 of Douglas County, Nebraska

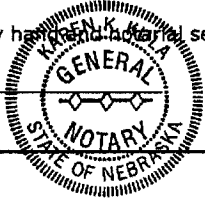
Eugene J. Graves, Jr., Chairman

STATE OF NEBRASKA, COUNTY OF DOUGLAS

Before me, a Notary Public qualified for said county, personally came Eugene J. Graves, Jr., Chairman and Jana L. McDonald, Clerk, known to be the identical persons who signed the foregoing instrument and acknowledged their execution thereof to be their voluntary act and deed and the voluntary act and deed of said District

Witness my hand and official seal on the 22nd day of March, 2004

My Commission Expires _____



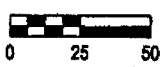
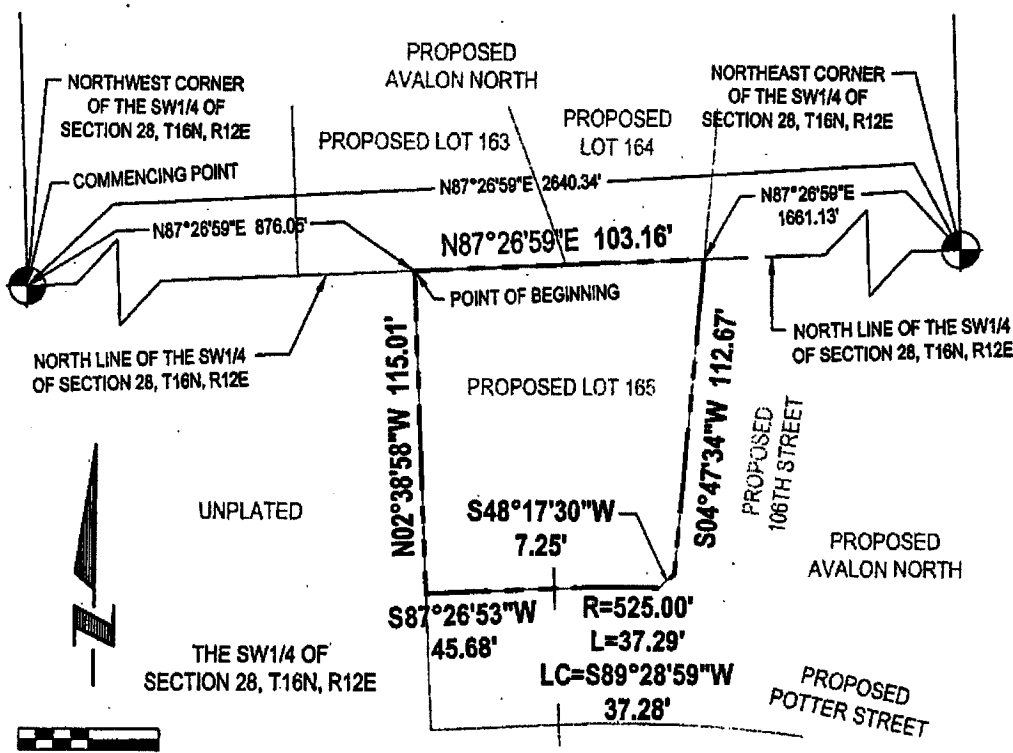
Karen K. Kula, Notary Public

MY COMMISSION EXPIRES:
JULY 26, 2005

Lead
FEE 20.50 FB 01-60000
4/ BKP 28-16-12 C/O _____ COMP _____
1/ DEL _____ SCAN _____ FV _____

Return to:
FULENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NE 68144-4482

EXHIBIT



Scale: 1" = 50'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SW1/4 OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW1/4 OF SECTION 28, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NW1/4 OF SAID SECTION 28; THENCE N87°26'59"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 28, A DISTANCE OF 876.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°26'59"E ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 28, A DISTANCE OF 103.16 FEET; THENCE S04°47'34"W, A DISTANCE OF 112.67 FEET; THENCE S48°17'30"W, A DISTANCE OF 7.25 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 525.00 FEET, A DISTANCE OF 37.29 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S89°28'59"W, A DISTANCE OF 37.28 FEET; THENCE S87°26'53"W, A DISTANCE OF 45.68 FEET; THENCE N02°38'58"W, A DISTANCE OF 115.01 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 11,012 SQUARE FEET OR 0.253 ACRES, MORE OR LESS.

E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 1201 Q STREET, OMAHA, NE 68102 PHONE: (402) 466-4700

PART OF THE SW1/4 OF SECTION 28, T16N, R12E
 DOUGLAS COUNTY, NEBRASKA

Drawn by: DAS	Chkd by: _____	Date: _____	Chkd by: _____	Date: _____
p No.: 2003202.01		Date: 02/12/2004	SHEET 1 OF 1	

j:\c\2003\202\p01\Srv\Exhibit\LOT 165-AVALON-000.dwg, SHEET 1 OF 1, 2/12/2004 2:33:26 PM, DonaldS

Ex A

EXHIBIT

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW1/4 OF SECTION 28; THENCE N87°26'59"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 28, A DISTANCE OF 1029.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°26'59"E ALONG SAID NORTH LINE OF THE SW1/4 OF SECTION 28, A DISTANCE OF 253.81 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE OF THE SW1/4 OF SECTION 28, AND THE WESTERLY RIGHT-OF-WAY LINE OF BLAIR HIGH ROAD-STATE HIGHWAY NO. 133; THENCE S42°08'36"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BLAIR HIGH ROAD-STATE HIGHWAY NO. 133, A DISTANCE OF 202.90 FEET; THENCE S21°41'14"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BLAIR HIGH ROAD-STATE HIGHWAY NO. 133, A DISTANCE OF 122.49 FEET; THENCE S80°29'56"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BLAIR HIGH ROAD-STATE HIGHWAY NO. 133, A DISTANCE OF 152.69 FEET; THENCE S42°41'20"W, A DISTANCE OF 120.37 FEET; THENCE S85°56'46"W, A DISTANCE OF 24.68 FEET; THENCE N51°54'17"W, A DISTANCE OF 94.69 FEET; THENCE N47°18'40"W, A DISTANCE OF 150.00 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 525.00 FEET, A DISTANCE OF 317.23 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N64°37'18"W, A DISTANCE OF 312.43 FEET; THENCE N38°42'22"W, A DISTANCE OF 7.25 FEET; THENCE N04°47'34"E, A DISTANCE OF 119.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 97,978 SQUARE FEET OR 2.249 ACRES, MORE OR LESS.

SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 O STREET OMAHA, NE 68157 PHONE: (402) 696-4700

PART OF THE SW1/4 OF
SECTION 28, T16N, R12E
DOUGLAS COUNTY, NEBRASKA

Drawn by: DEF Chkd by: _____ Date: _____ Chkd by: _____ Date: _____

Job No.: 2003202.01 Date: 2/12/04 Book No.: _____

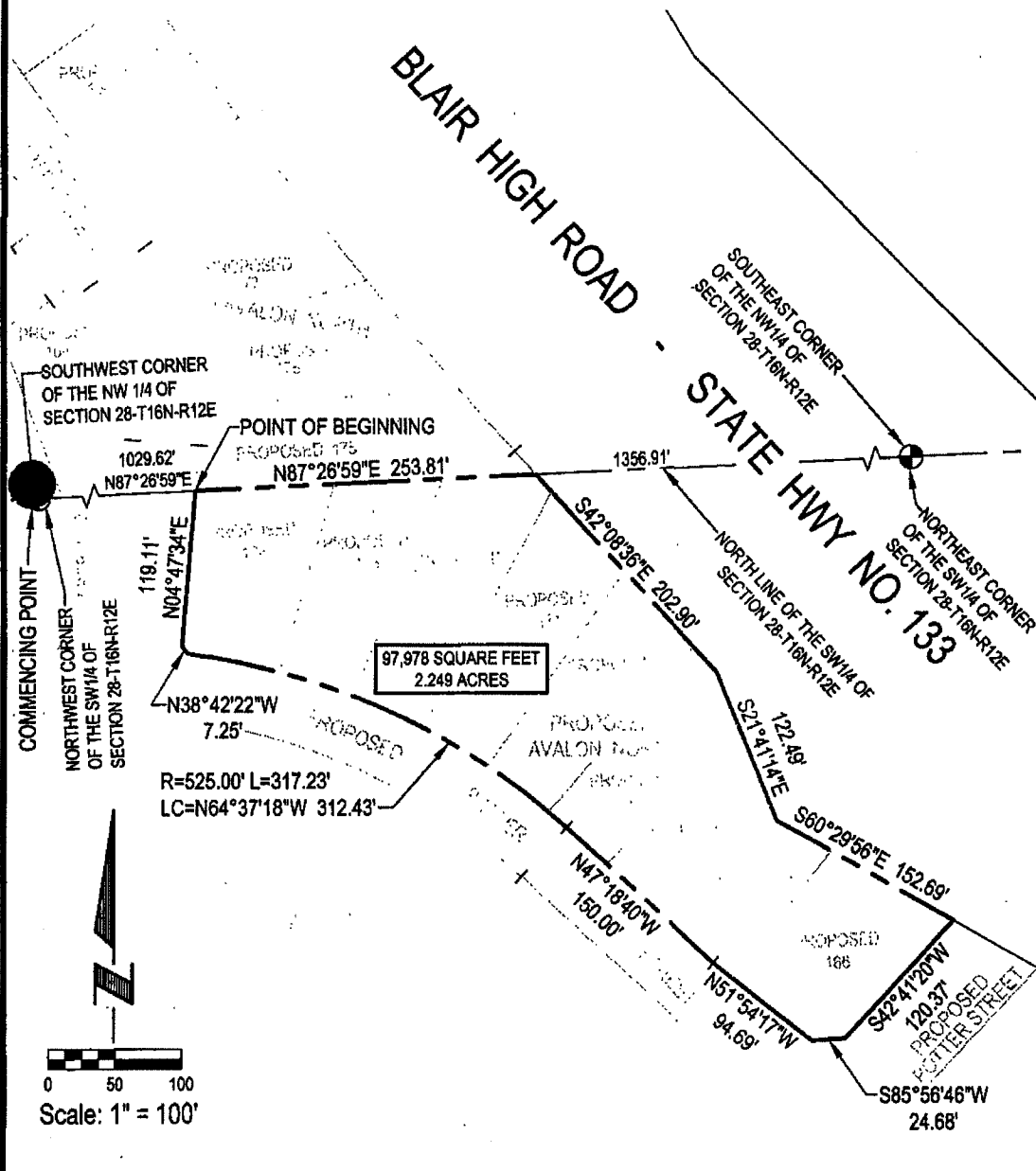
object:2003202p01SrvyExhibitANNEXATION EXHIBIT A-000.dwg, 8.5x11 (15), 2/12/2004 3:25:25 PM, DonaldS

Ex. "B", page 1

EXHIBIT

BLAIR HIGH ROAD

STATE HWY NO. 133



97,978 SQUARE FEET
2.249 ACRES



0 50 100
Scale: 1" = 100'

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET, OMAHA, NE 68137 PHONE: (402) 885-4700

PART OF THE SW1/4 OF
SECTION 28, T16N, R12E
DOUGLAS COUNTY, NEBRASKA

Drawn by: DEF	Chkd by: _____	Date: _____	Chkd by: _____	Date: _____
Job No.: 2003202.01	Date: 2/12/04	Book No.: _____		

K:\Projects\2003\202\p01\Survey\Exhibit\ANNEXATION EXHIBIT A-000.dwg, 8.5x11 (14), 2/12/2004 3:24:31 PM, DonaldS

Ex. "B", Page 2



DEED 2005070274



JUN 17 2005 14:48 P 2

Nebr Doc
Stamp Tax
6/17/05
Date
\$248.⁵⁰
By *[Signature]*

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/17/2005 14:48:43.66



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Ida Street LLC, a Nebraska Limited Liability Company, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto HearthStone Homes, Inc., a Nebraska Corporation, herein called the Grantee whether one or more, the following described real property in Douglas County, Nebraska:

Lots 21, 22, 54, 55 and 56 in Avalon North, a Subdivision in Douglas County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE's successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

EXECUTED: June 16, 2005

Ida Street LLC, a Nebraska Limited Liability Company

[Signature]
By: Eugene Graves, Authorized Representative

B
Deed
FEE 1250 FB 04-01358
2/5 BKP _____ C/O _____ COMP BW
DEL _____ SCAN _____ FV _____

564136

(35)

11818 11817

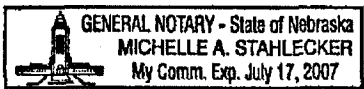
STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On June 16, 2005, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Eugene Graves, Authorized Representative for Ida Street, LLC known to be the identical person(s) whose name(s) is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Michelle A. Stahlecker
NOTARY PUBLIC

My commission expires: July 17, 2007





MTG 2003211070



OCT 29 2003 10:40 P 11

When Recorded, Return To:

Jon E. Blumenthal
c/o Baird Holm
1500 Woodmen Tower
Omaha, Nebraska 68102

MTG
 FEE 56.00 FB 01-60000
 28-16-12
 BKPS 29-16-12 70 COMP
 DEL _____ SCAN _____ FV _____

DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust") is made as of October 6, 2003, by and between the below-named parties.

Trustor: IDA STREET, L.L.C., a Nebraska limited liability company
Address: c/o Alden B. Averkamp, CPA
10822 Old Mill Road, Suite 1
Omaha, Nebraska 68154-2645

Trustee: JON E. BLUMENTHAL, an attorney licensed to practice in the State of Nebraska
Address: c/o Baird, Holm, McEachen, Pedersen, Hamann & Strasheim LLP
1500 Woodmen Tower
Omaha, Nebraska 68102

Beneficiary: BENNINGTON COMPANY, a Nebraska corporation
Address: c/o Alden B. Averkamp, CPA
10822 Old Mill Road, Suite 1
Omaha, Nebraska 68154-2645

I. For good and valuable consideration, Trustor irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in Douglas County, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Property"), together with all buildings and improvements or hereafter erected upon the Property (hereinafter called the "Improvements");

The foregoing items of Real and Personal Property are hereinafter called the "Mortgaged Property."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Trustor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Deed of Trust expressed to be kept, performed by and observed by or on the part of the Trustor, then the Trustee, its successors and assigns, shall reconvey and release the Mortgaged Property.

✓ 207332

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(a) The payment of the debt to the Beneficiary evidenced by the Trustor's Promissory Note (the "Promissory Note") dated on or about the date hereof, in the principal sum of Five Million and 00/100 Dollars (\$5,000,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions of the Note;

(b) The performance of each agreement between the Trustor and Beneficiary and the performance of the covenants of the Trustor in this Deed of Trust;

(c) The payment of any sum or sums with interest thereon which may later arise under the terms of this Deed of Trust or may be advanced to be secured by this Deed of Trust.

The indebtedness and the obligations secured by this Deed of Trust which are described in (a) through (c) above may be referred to herein as the "Secured Obligations."

SECTION 1. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF TRUSTOR.

To protect the security of this Deed of Trust, Trustor hereby covenants, represents, warrants and agrees as follows:

1.1 **Obligation.** Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and all other charges and fees provided in the Note or secured by this Deed of Trust, and the principal of and interest on any future advances secured by this Deed of Trust.

1.2 **Warranty of Title.** Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Property hereby conveyed and has the right to grant and convey the Property; the Property is free and clear of all liens and encumbrances; and Trustor shall warrant and defend the title to the Property against all claims and demands.

1.3 **Maintenance of Property.**

1.3.1 **Good Condition or Repair.** Trustor shall keep the Property in good condition and repair; shall not commit or suffer waste; shall not do or allow anything to be done which will increase the risk of fire or other casualty to the Property or diminish the value of the Property except reasonable wear and tear and may add any building or improve the Property so long as the same are done in accordance with the applicable codes, rules and regulations of proper governmental authority.

1.3.2 **Condemnation.** If the Property or any part thereof is condemned, Trustor shall give immediate written notice of the event, to the Beneficiary. Trustor shall pay any proceeds from the condemnation award to the Beneficiary.

1.3.3 **Inspection.** The Beneficiary or its representative is hereby authorized to enter upon and inspect the Property at any time during normal business hours.

1.3.4 Compliance with Laws. The Trustor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof.

1.4 Insurance.

1.4.1 Insurance Policies. Trustor shall provide (1) liability insurance for the benefit of the Beneficiary and Trustee to protect the Beneficiary and Trustee from any and all claims of personal injury or property damage arising from or out of the Property with single limits of not less than One Hundred Thousand and no/100 dollars (\$100,000.00); (2) insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" in an amount not less than the original amount of the Promissory Note or the full replacement cost of the Improvements and Personal Property, whichever is greater, and (3) other insurance normal and customary for owners and operators of similar property. Further, Beneficiary may require any other reasonable insurance to protect the Property. All insurance shall be paid for by the Trustor, shall be in form and by company approved by the Beneficiary, shall insure the Beneficiary, Trustee and Trustor as their interests appear, and shall provide that the insurance company shall notify the Beneficiary in writing at least 30 days before any cancellation or termination becomes effective as to the Beneficiary.

1.4.2 Proof of Insurance, Advancements. Trustor shall provide the Beneficiary proof of insurance required by this Agreement before advancement of funds under the Promissory Note and within fifteen (15) days prior to the expiration of each such policy. If the Trustor fails to provide insurance, the Beneficiary may declare the Promissory Note and Deed of Trust in default. Beneficiary may purchase such insurance as necessary to protect the Property, Beneficiary or Trustee. The cost of the insurance so purchased with interest shall be deemed an advancement to protect the Property and shall be secured by this Deed of Trust until payment is made by Trustor in the amount of the cost of the insurance together with interest thereon at the Default Rate provided by the Promissory Note.

1.4.3 Notice of Loss. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

1.4.4 Insurance Proceeds. Insurance proceeds shall be applied to the restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Section 6.2 by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

1.4.5 No Effect on Installments. Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Section 1.1, or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Section 5 the Property is acquired by Beneficiary, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass

to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

1.4.6 Respective Rights. All of the rights of Trustor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

1.5 Taxes, Assessments and Charges.

1.5.1 Payment of Taxes. Trustor shall pay all taxes, including greenbelt taxes, assessments, liens and other charges including utility charges which may affect the Property as they are due and before they are delinquent. Trustor shall provide Beneficiary proof of payment of said taxes within fifteen (15) days after such tax is due. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law in effect or that may be enacted imposing payment of the whole or any part therefor upon the Beneficiary.

1.5.2 Failure to Make Payments. If Trustor fails to make the payments required herein, the Beneficiary may declare the Promissory Note and Deed of Trust in default. In addition, Beneficiary may pay such amounts necessary to protect the Property. The amount of such payment together with interest at the Default Rate provided in the Promissory Note shall be deemed an advancement to protect the Property and shall be secured by this Deed of Trust.

1.6 Condemnation. Condemnation under this Deed of Trust shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof. On condemnation, the Beneficiary may declare the entire indebtedness secured by the Deed of Trust due and payable. The Trustor assigns all rights to compensation or relief for condemnation to the Beneficiary, who may proceed for just compensation in the name of the Trustor or Beneficiary. The proceeds recovered hereunder shall be applied in part of the indebtedness secured by this Deed of Trust, then to any subordinate encumbrance, and then to the Trustor. The Trustor agrees to make such further assignments as necessary to give this provision effect.

1.7 Additional Liens and Protection of Property and Subrogation.

1.7.1 Protection of Property. Beneficiary in its sole discretion may make any payment, expend or advance any funds it deems necessary to protect the Property. Such payment, expenditures or advancements with interest shall be construed to be an advancement to protect the Property and shall be secured by this Deed of Trust.

1.7.2 Additional Security. In the event Beneficiary at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereafter.

1.7.3 Additional Indebtedness. The Trustor shall not further encumber the Mortgaged Property or any portion thereof (including, without limitation, secured transactions under the UCC) without the prior written consent of Beneficiary.

1.7.4 Subrogation. Beneficiary is subrogated to the claim and liens of all parties whose claims and liens are discharged or paid with the proceeds of the indebtedness secured hereby.

The Beneficiary is further subrogated to the Trustor for all insurance proceeds, claims or damages to the Property.

1.8 Environmental Pollutants.

1.8.1 Definition. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste or hazardous or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

1.8.2 Representations and Warranties. Trustor represents, covenants and warrants that the Property is not being used nor has it ever been used for any activities involving Environmental Pollutants nor have Environmental Pollutants been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on or under the Property. No Environmental Pollutant or Environmental Pollutant storage facility is presently situated on the Property.

1.8.3 Indemnification. Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Property or which is now or hereafter located above, in, on, under or around the Property. Any such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the Trust, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Promissory Note or otherwise.

1.8.4 Compliance with Environmental Requirements. If at any time it is determined that the Property, any activity related to the Property or an Environmental Pollutant above, in, under, from or around the Property is subject to regulation under Environmental Requirements, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to comply with all such regulations. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the Property, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

1.8.5 Notification to Be Trustor. Immediately upon obtaining knowledge thereof, Trustor shall notify Beneficiary in writing of:

1.8.5.1 Proceedings. Any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant above, in, on, under, from or around the Property;

1.8.5.2 Claims. All claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant; and

1.8.5.3 Radon. The presence of radon above, in, on, under, from or around the Property in unacceptable levels.

1.8.6 Rights of Beneficiary. Beneficiary shall have the right:

1.8.6.1 Reasonable Suspicion. At any time that Beneficiary reasonably suspects the presence of asbestos or radon or of an Environmental Pollutant subject to regulation under Environmental Requirements above, in, on, under, from or around the Property; or

1.8.6.2 Qualified Independent Environmental Audit. Upon and after default of any of the term and conditions of Section 1.8 hereof, to require Trustor, at the sole cost and expense of Trustor, to employ a qualified independent environmental auditor, acceptable to Beneficiary, to conduct an environmental audit of the Property to determine whether there is any asbestos, radon or Environmental Pollutant above, in, on, under, from or around the Property, such that the Property, any activity related to the Property or the Environmental Pollutant is subject to regulation under Environmental Requirements. Beneficiary shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Property.

1.9 Transfer of the Property; Assumption. If all or part of the Property herein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the grant of any leasehold interest of three years or less not containing an option to purchase; or (c) such grant of a leasehold interest as may be approved in writing by the Beneficiary, such action is a breach of this agreement, and Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be due and payable, or cause the Trustee to file a Notice of Default. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Beneficiary and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary shall request, but no transfer or conveyance shall release Trustor from liability on the obligation secured hereby.

SECTION 2. BENEFICIARY'S POWERS.

Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Security not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may from time to time and without notice at the request of one or more Trustors (a) release any person so liable; (b) extend or renew the maturity or alter any of the terms of such obligation; (c) grant other indulgences; (d) release or reconvey or cause to be released or reconveyed at any time at the Beneficiary's option any portion or all of the Property; (e) take or release any other or additional security for any obligation herein mentioned; (f) make compositions or other arrangements with debtors in relation thereto. Beneficiary may, in its sole discretion, (i) inspect the Property at any reasonable time; (ii) require such additional security as may be reasonable; and (iii)

substitute the Trustee herein with any person, entity or corporation qualified so to act. The attorneys of the Beneficiary or one of them may now or subsequently be designated the Trustee herein and may perform for the Beneficiary duties as counsel and Trustee. Trustor shall be obligated and bound by the actions of the Beneficiary or any Trustor as herein stated.

SECTION 3. EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT.

3.1 Default, Remedies, Acceleration, Sale.

3.1.1 Default. If there should be an Event of Default on the Promissory Note or if the Trustor does not: (1) perform any of the covenants of the Deed of Trust; (2) if Trustor fails to observe any covenant or condition in any document between Trustor and Beneficiary; or (3) if the Beneficiary has expended sums to protect this Security, then the Trustor has breached this Deed of Trust, is in default and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and such sums shall become due and payable without presentment, demand, protest or notice of any kind except as may be provided in the Promissory Note. In addition or in the alternative, Beneficiary may deliver to Trustee a written declaration of default and deed for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the Property and if the Beneficiary decides the Property is to be sold, the Beneficiary shall deposit with Trustee this Deed of Trust and the Note and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Property to be sold, and Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by the Trustee.

3.1.1.1 Sale of Property. The Trustee shall proceed to sell the Property complying with the Nebraska Trust Deeds Act in regard to notice, time and manner of sale. The Trustee may sell the Property in one or more parcels or with other parcels and in such order as the Trustee may designate, at public auction the highest bidder, purchase price payable in cash or as otherwise suitable. The Trustee may postpone the sale from time to time. The Trustee shall execute and deliver to the purchaser a trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Beneficiary or Trustee, may purchase at the sale.

3.1.1.2 Application of Sale Proceeds. When Trustee sells pursuant to the power herein, Trustee shall apply the proceeds of the sale to the payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the trustee's fees incurred. Trustee's fees hereunder shall be deemed reasonable if they are no greater than 5% of the balance of the original amount secured hereby, plus all costs and expenses of the trustee in performance of his duties, including attorney fees, not otherwise paid as costs, and expenses of exercising the power of sale and of the sale. After the payment of Trustee's fees, if the sale is by a Trustee, or the proper court and other costs of foreclosure and sale pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated below to the payment of:

- (1) Attorney's fees and costs of collection;

- (2) Cost of any evidence of title procured in connection with such sale and any revenue or tax deed to be paid;
- (3) All obligations secured by this Deed of Trust; and
- (4) The remainder, if any, to the person legally entitled thereto.

3.1.2 Sums Advanced to Protect Property. Beneficiary may advance such sums as Beneficiary, in its discretion, deems reasonable, to protect the Property. Sums advanced to protect the Property whether specifically enumerated as such herein or reasonably construed to be so advanced shall become the obligation of the Trustor. The payment of such sums together with the interest thereon shall be secured by this Deed of Trust. The interest rate for sums advanced to protect the Property shall be at the Default Rate provided in the Promissory Note.

3.2 Trustor's Right to Reinstate. If within one (1) month of the recording of a Notice of Default under this Deed of Trust, if the Power of Sale is to be exercised, Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued. Those conditions are that Trustor: (a) pays Beneficiary all sum which then would be due under this Deed of Trust and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall interest not paid when due, shall bear interest at the date such sums were due, or the highest rate allowed remain fully effective as if no acceleration had occurred.

3.3 Remedies Not Exclusive. The remedies provided in this Agreement shall not be exclusive. Upon the default of the Trustor, the Beneficiary may seek relief by any legal or equitable means including the conventional foreclosure of the Property. The Beneficiary may seek to enforce the agreements here made in such order and manner as Beneficiary sees fit. No remedy is intended to be exclusive but each shall be cumulative. Every power or remedy provided under the Deed of Trust to the Trustee or Beneficiary or to which either of them may otherwise be entitled by law may be exercised concurrently or independently as often as is deemed necessary by the Trustee or Beneficiary or either of them and either of them may pursue inconsistent remedies. The Beneficiary or Trustee may proceed to pursue a deficiency judgment against the Trustor to the extent such action is permitted by law.

3.4 Attorney's Fees, Costs and Expenses. Trustor agrees to pay all fees, costs and expenses including attorney's fees expended by the Beneficiary or the Trustee to collect any sum due hereunder or enforce this Deed of Trust. Such sums shall be deemed an advancement to protect the Property when paid by the Beneficiary. Provided further, however, that this section does not apply to the Trustee fee referred to in Section 3.1.1.2.

SECTION 4. MISCELLANEOUS.

4.1 Reconveyance by Trustee. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to the Trustee for cancellation and retention and upon payment by the Trustor of the Trustee's fees, the Trustee shall

reconvey to the Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals and such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in any reconveyance may be described as "The person or persons legally entitled thereto."

4.2 Notices.

4.2.1 Notice. Notice as required by the Nebraska Trust Deeds Act shall be given. Except as provided herein and wherever permissible by law Trustors waive notice. Notices may be sent to the parties at their addresses as listed in this Deed of Trust or as otherwise changed. All notices required herein shall be in writing. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto a notice of such change. Any notice hereunder shall be deemed to have been given when placed within the U.S. mail, postage prepaid, addressed to the address of the party as listed herein or as properly changed.

4.2.2 Mailing Notice. Trustor, Beneficiary and Trustee request that a copy of any notice provided hereunder, provided according to applicable law or provided by the terms of any other security agreement covering the Property herein, be mailed to them at the addresses provided above.

4.3 Forbearance by Beneficiary and Waiver. Any forbearance by Beneficiary to Trustee, Trustor or anyone, in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary to Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring. No waiver shall be construed against the Beneficiary unless such waiver shall be express and in writing signed by the Beneficiary.

4.4 Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.

4.5 Successors and Assigns. This Deed of Trust, and all terms, conditions and obligations herein, apply to and inure to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as a beneficiary herein.

4.6 Severable. In the event any one or more provisions of this Deed of Trust shall be held invalid, illegal or unenforceable, such provision, at the option of the Beneficiary, shall not affect any other provision of this Deed of Trust but the Deed of Trust shall be meant and construed as if such provision had never been a part thereof. If any portion of the debt becomes unsecured for any reason, then at the option of the Beneficiary, any and all payments made hereunder may be declared to first apply to the portions of the debt that have become or are unsecured.

4.7 Acceptance by the Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

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

TRUSTOR:

IDA STREET, L.L.C.,
a Nebraska limited liability company

By: Barbara Udes Shaw
Barbara Udes Shaw
Its Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of October, 2003, before me, a Notary Public in and for said County and State, personally appeared the above named Barbara Udes Shaw, as Manager of Ida Street, L.L.C., personally known to me to be the identical person who executed the above and foregoing Deed of Trust and acknowledged the execution thereof to be her voluntary act and deed, on behalf of the company.



Geralyn M. Metschke
Notary Public

EXHIBIT "A"

A LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 29 AND THE SOUTHWEST QUARTER OF SECTION 28, ALL IN TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER S90°00'00"E, (AN ASSUMED BEARING), A DISTANCE OF 2613.90 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 S89°52'15"E, A DISTANCE OF 876.05 FEET; THENCE S00°01'39"W, A DISTANCE OF 1320.49 FEET; THENCE N89°57'10"W, A DISTANCE OF 882.03 FEET; THENCE S89°59'07"W, A DISTANCE OF 2296.97 FEET; THENCE N00°21'01"E, A DISTANCE OF 286.50 FEET; THENCE S89°59'07"W, A DISTANCE OF 318.87 FEET TO A POINT ON THE CENTERLINE OF 114TH STREET ALSO BEING THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID LINE N00°22'35"E, A DISTANCE OF 1035.94 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 103.93 ACRES MORE OR LESS.

AND

A LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (ON AN ASSUMED BEARING) N00°16'40"E, A DISTANCE OF 1086.87 FEET; THENCE N72°05'00"E, A DISTANCE OF 433.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY #133 ALSO KNOWN AS BLAIR HIGH ROAD; THENCE ON SAID RIGHT-OF-WAY FOR THE NEXT 3 COURSES S34°42'35"E, A DISTANCE OF 468.66 FEET; THENCE S50°54'42"E, A DISTANCE OF 167.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 14°03'47", A RADIUS OF 3454.72 FEET, AN ARC LENGTH OF 847.95 FEET, A CHORD LENGTH OF 845.82 FEET AND A CHORD BEARING S32°25'39"E; THENCE ON SAID CURVE, A DISTANCE OF 847.95 FEET; THENCE S39°27'33"E, A DISTANCE OF 23.75 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE N89°52'09"W, A DISTANCE OF 1283.46 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 23.21 ACRES MORE OR LESS.