

Background for Blackhawk

BRIEF LEGAL: Pt S 1/2 NE 1/4 & Pt N 2 SE 4 9-13-13

SINCE DATE: _____ PRIOR POLICY: TA- _____
 SEARCHER NOTES: _____
 Key # 5
 D10 468 900 -> 89#5, 821, 92 / good
 011 1177 305 ok
 010468 889 ok

BOOK/PAGE	DATE	INST.	GRANTOR	INDEX	GRANTEE
	6-7-1857	Entry			NE 4
	9-7-1857	Entry			SE
+ E-57	10-5-61	Return	Ferguson		NO E002 NE
+ H-341	2-5-73	WDD	Daniell		NO E002 NE
+ J-56	2-5-69	Patent			NO E002 SE
+ K-319	2-5-73	Return Hansen 11th			NO E002 NE
+ M-536	28-3-78	WDD	Meyer		NO E002 SE
+ N-102D	9-1-82	WDD	Meyer		NO E002 NE 1/2 SE
+ P-257	6-10-84	WDD	Daniell		NO E002 NE 1/2 SE
+ 37-204	10-2-04	WDD	Daniell		NO E002 NE 1/2 SE
+ 61-56	7-6-43	WDD	Richardson Daniell		NO E002 NE 1/2 SE
+ 12-85	29-11-43	Decon	Tom Richardson Daniell		NO E002 NE 1/2 SE
+ 20-369	7-6-56	Decon	Thomas G Daniell		NO E002 NE 1/2 SE
T 27-216	11-10-60	E002	Daniell to Selweidloch Plattling		Along line dividing the N 1/2 S 1/2 SE 4 Tax Lot 15 + 11 too far S. of line
+ 157-357	6-8-65	Mtg			Roll 191-4122
+ 123-516	25-8-65	WDD	Doris M Daniell, single & Thomas C Rosson & Betty Rosson H&W		Herman Colman & Rosalie S 2 NE 4 Cohen H&W Ex Area of Public Highway
+ 158-311	3-9-65	Mtg			Roll 191-422
+ 38-386	12-6-67	Fin State			Roll

OVER

SEE ATTACHED FOR ADDITIONAL INDEXING: _____ DEED _____ MORTGAGE _____ # of pages

-/ Takeoff
 C/ copy
 T/ T file
 +/looked at and OK

BRIEF LEGAL: _____

SINCE DATE: _____

SEARCHER NOTES _____

PRIOR POLICY: TA- _____

PM # SEE ATTACHED

BOOK/PAGE	DATE	INST.	GRANTOR	INDEX	GRANTEE
+ 191-422	9-2-72	Rel	157-357 & 158-311		
+ 49-307	10-6-76	Agree	Hannan Cohen		Donald Morrison & Courtney DONN NOT NET w/option to buy own piece
+ 49-780	21-12-76	Adm Agree	Modify agree because seller Hannan Cohen & Rosalie Cohen Hdlr		Sold a portion of a tract to District of Columbia School District of the City of Baltimore SWM NICH NE4
+ 50-63	25-1-77	Agree	Base on N50'S & NE 4 Chrs 1-5 122-1023 Platting		SOE COPY NOT INDEX ON 2 in N50'S 2 NE 4 MY 5 Inde 6/85
T & 50-813	11-10-77	Rel EASE	Hannan Cohen & Rosalie Cohen Hdlr		Baltimore Southeast NOT Cen
+ 158-3062	7-10-77	W/D			NOT NET Rel 202-1907
+ 106-584	7-10-77	Mfg	Courtney Quinn & Kathryn J Dunn Hdlrs & Donald M. Morrison Sigs		Baltimore Southeast of group not Assign them option to buy this prop for legal on 210 152-3062 in 19-307
A 50-824	7-10-77	Assign			NOT P4 S 2 NE 4 NOT NET
153-3144	17-10-77	W/D			
1-28	20-8-77	SID Stat	#112		
758	3-10-78	Plot	Leewood Oaks #11		
154-2886	14-9-79	W/D	to Baltimore Southeast NOT NET		
151-2887	14-9-79	W/D	to " "		" " NOT NET
154-2888	14-9-79	W/D	to " "		" " NOT NET
154-2889	14-9-79	W/D	to " "		" " NOT NET
154-2890	14-9-79	W/D	to " "		" " NOT NET
+ 53-754	29-10-79	W/D Kudina Prepaid	Hannan Cohen		Est. 100-301 School District of the City of Baltimore NOT NET
+ 155-3358	18-12-80	W/D	Rosalie Cohen, indv & Kudina Cohen Hdlr Est. of Hannan Cohen		

OVER

-/ Takeoff
C/ copy
T/ T file
+/looked at and OK

BRIEF LEGAL N12 Sec 4 & TL 9 9-13-13

CODE: 45 or 46

MORTGAGE TAKEOFFS

MTG DT NOTICE COM

BOOK: 90

PAGE: 11331

DATED: 8-7-95-90

FILED: 8-10-90

HHC Limited Partnership, a Neba Limited Partnership

Northwood 85 Nebra, N.H.

BENEFICIARY or SAME AS TRUSTEE

AMT\$: \$450,000

Sub 5-1-95

TIME: 9:31

BOOK: _____

PAGE: _____

DATED: _____

FILED: _____

ASSIGN SUB of TRUSTEE OTHER _____

B/P _____

TO _____

TR/BENE

CODE: 45 or 46

MTG DT NOTICE COM

BOOK: _____

PAGE: _____

DATED: _____

FILED: _____

TRUSTEE

TO _____

BENEFICIARY or SAME AS TRUSTEE

AMT\$: _____

TIME: _____

BOOK: _____

PAGE: _____

DATED: _____

FILED: _____

TIME: _____

ASSIGN SUB of TRUSTEE OTHER _____

B/P _____

TO _____

TR/BENE

CODE: 45 or 46

MTG DT NOTICE COM

BOOK: _____

PAGE: _____

DATED: _____

FILED: _____

TRUSTEE

TO _____

BENEFICIARY or SAME AS TRUSTEE

AMT\$: _____

TIME: _____

BOOK: _____

PAGE: _____

DATED: _____

FILED: _____

ASSIGN SUB of TRUSTEE OTHER _____

B/P _____

TO _____

TR/BENE

SEE ATTACHED SHEET FOR ADDITIONAL TAKEOFFS: _____ YES _____ Number of Pages

JUDGEMENT SEARCH(ES)

BUYER: _____

SEEKER: H H E Limited Partnership) OK by Mary 8/11/92.
OWNER: A Neb. Limited Partnership
Nothing find
to say by the
Sec. of Reg. is send
they are registered
Chapu/Espea Corp. General Partner
944 101st St.
SE. IN good

123 Herman Cohen died Nov. 9, 1978 OTHER
326 North gross adj to Rosalie Cohen OR 8/11/92 for Mary
also gives executor power to sell the survivors
Rosalie Cohen App'd Pass. Rep.
INVI. & describes our & PROP. AS 1/00 AGREEMENT with 2 houses 25 West side 52nd St. Omaha
our Prop. is transferred to Rosalie Cohen as per Receipts for all 000 etc.
8/7/81. Withdrawal of Rosalie Cohen's
Rosalie, Cohen died Jan. 27, 1984

EST 132 SEE ATTACHED FOR ADDITIONAL INFORMATION ON _____ BUYER _____ SELLER
sub to app.
Neb. Est for
INVI. describes our property
Pass Rep. has power to sell, w/ REQUIREMENTS
First Ken Bank, WA. App'd. Pass. Rep.
Est Tax Closing Letter shows 1136 445-ss was the tax
Nothing shows pd. in file.

X Tax Office shows del. taxes on Key # 010-468-900 TL 14 Sec. 9-13-13
2nd to 89 & 5,821.92 del.
Tax. 1980 & 2,098.92 del.

THE LIMIT of your share
16* 010 468 900 TL 14 9-13-13 del. Platte (2 houses) (E 1/4 N 2 SE 4)
1637 011 1777 365 2500 sq ft TL 9A 9-13-13 (CO)
010 468 889 P+S 2 NE 4 9-13-13 688,500 Bellevue
you get Payment on taxes in
Blockhawk if Background in Del

REQUIRE: Warranty Deed from Owner as husband and wife
OR
stating marital status and signed by spouse, if any,

REQUIRE: Loan documents to be executed by Buyer as husband and wife
OR
stating marital status and signed by spouse, if any,

WITNESSETH that Doris M. Daniell

of the County of Nebraska, for a valuable consideration, on behalf of herself, her heirs and assigns, do hereby grant, make and convey unto the said Fred Bennackloth of the County of Nebraska, the right to construct and maintain a drop-inlet erosion control dam, the center-line of said dam being on the property line dividing the NE and the SE of the SE1 of Section 9, Twp 13 N, Range 13 E

Section 9 Township 13 N Range 13 E
County, Nebraska, the right to construct and maintain a drop-inlet erosion control dam, the center-line of said dam being on the property line dividing the NE and the SE of the SE1 of Section 9, Twp 13 N, Range 13 E

being

located in SEA Section 9 Township 12N

Range 13E County, Nebraska, being Doris M Daniell

The above named Doris M Daniell of said property.

SIGNATURE Doris M Daniell

STATE OF NEBRASKA
County, Nebraska

On this 22nd day of August A. D., 1960 (Before me)

Orville Enterman, Notary Public

Subscribed and sworn to before me in said County, personally by Doris M. Daniell

to me known to be the identical person described in and who executed the foregoing conveyance as granted and acknowledged the said instrument to be her act and deed.



My commission expires 20th Sept 1961
Orville Enterman
Notary Public

50-813

RELEASE OF PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That HERMAN COHEN AND ROSALIE COHEN, husband and wife, of the County of Sarpy, State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby release, quitclaim, renounce and remise unto Bellevue Southeast Corporation, a Nebraska corporation, all our right, title and interest in and to a certain easement and right of way in perpetuity granted to the undersigned in Book 132, Page 623, Deed Records, Sarpy County, Nebraska, on June 23, 1965, over the following described real estate situated in Sarpy County, Nebraska; to-wit:

The North Fifty (50) feet of the South Half of the Northeast Quarter (S1/2NE1/4) of Section Nine (9), Township Thirteen (13), North, Range Thirteen (13), East of the 6th P.M.

SIGNED this 21 day of October, 1977.

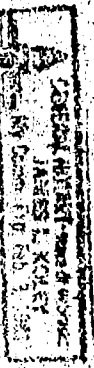
Herman Cohen

Rosalie Cohen

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 21 day of October, 1977, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Herman Cohen and Rosalie Cohen, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be thier voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



NOTARY PUBLIC

71976

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, DOLOIS M. PATRILL, single, and THOMAS C. ROSSER and BETTY J. ROSSER, husband and wife,

of the County of Sarpy State of Nebraska for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration DOLLARS in hand paid to hereby grant, bargain, sell, convey and confirm unto HERMAN COBE and ROSALIE COBE, husband and wife,

of the County of Douglas State of Nebraska the following described real estate situated in Sarpy County, State of Nebraska

The Northwest Quarter of the Northeast Quarter (SW1/4) of Section Nine (9), Township Thirteen (13), North Range Thirteen (13), East of the 6th P.M.

and, further, do hereby grant and convey unto Herman Coben and Rosalie Coben their heirs or assigns, an easement and right of way in perpetuity over the following described real estate situated in Sarpy County, Nebraska, to-wit:

The North Fifty (50) feet of the South Half of the North-east Quarter (SE1/4) of Section Nine (9), Township Thirteen (13), North Range Thirteen (13), East of the 6th P.M.

with full and free right for themselves, their tenants, agents, visitors and licensees to use and enjoy said premises for all manner of ingress and egress from the premises first above described to the county road located along the east line of said Section 9.

FILED FOR RECORD IN SAID COUNTY AND NEBRASKA AT OMAHA 2 P.M. 3-27-27
AND RECORDED IN BOOK NO. OF SAID STATE AT OMAHA REGISTER OF DEEDS

TO HAVE AND TO HOLD the premises above described together with all the Tenements, Hereditaments and appurtenances thereto belonging, unto the said grantees

and to their heirs and assigns forever, And I or We hereby covenant with the said Grantee or grantees and with his, her or their heirs and assigns, that I or We are lawfully seized of said premises; that they are free from incumbrances

that I or We have good right and lawful authority to sell the same; and I or We hereby covenant to warrant and defend the title to and premises against the lawful claims of all persons whatsoever. hereby relinquishes all their right, title and interest

in and to the above described premises.

Signed this 25th day of June 1927
in Presence of

9 55
Witness my hand
Dorothy D. Powell
Betty J. Rosser
Herman Coben

DoLOIS M. PATRILL
THOMAS C. ROSSER
BETTY J. ROSSER

DEED 1122

90-02024

KNOW ALL MEN BY THESE PRESENTS:

That I of Michael J. Malley, Trust Officer FirstTier Bank, N.A., Personal Representative of Rosalie Cohen Estate, hereinafter referred to as First Party, residing at 17th & Farnam, Omaha, Nebraska 68102

in consideration of the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars (A part of purchase price if Option is exercised) to me or us in hand paid, simultaneously with the execution and delivery of this instrument, by Richard F. Hosking

hereinafter referred to as second party, residing at 911 Bellevue Blvd. South, Bellevue, NE 68005

until the 31st day of July, 1990, 12 o'clock A. M., time being to the essence of this option, subject exclusively to the order of the said second party or his, her or their assigns, the following described property to-wit:

The North Half of the Southeast Quarter (N1/2S1/4) and Tax Lot 19, all in Section 9, Township 13 North, Range 13 East of the 6th P.M., Sardy County, Nebraska.

FIELD SERVICE
REGISTERED INSTRUMENT NUMBER
90-02024
FEB 13 PM 12:53

REGISTER OF DEEDS

Personal Representative's of marketable title or to transfer and convey the said property by ~~written~~ deed, with full covenants/free from all encumbrances not herein set forth, at any time within the time above prescribed, to the said second party or to such person or persons as he, she or they, may direct, at and for the price of \$4,750 per surveyed acre (Approx. \$475,000) Dollars payable on the following terms: The second party will pay \$45,000 when the Option is exercised. The balance of the unpaid principal will be due at closing. The second party will be granted an additional 60 days option extension from July 31st, and this additional option period will include an option fee of \$25,000, which is to be a part of the purchase price if Option is exercised.

ENVIRONMENTAL REPORT: Purchase is contingent upon the results of a preliminary environmental assessment that indicates that subject property has no contamination or is not threatened by an offsite source of contamination that could have an environmental impact on the subject site. If the purchase is cancelled due to environmental problems, there shall be a full refund of all Option payments. The Report will be completed within 21 days of Option acceptance. Second party to provide and pay for such report. (See attached Addendum for additional provisions.)

If the holder of this option shall duly elect to exercise this option, then and in that event, the amount paid as consideration for this option shall be credited upon the said purchase price; but if the holder of this option shall fail duly to exercise this option within the time prescribed therefore, then, and in that event, the amount paid as consideration for this option shall be retained by the said first party in full satisfaction for granting this option and for holding the aforesaid property for the aforesaid time.

It is agreed however, that if there should be any delay on the part of the first party in perfecting the title to the above property for more than thirty (30) days, after notice shall have been given of the election of the holder of this option to purchase the aforesaid property, then, and in that event, the holder of this option shall have the right to cancel this option, and upon the exercise of such right of cancellation, shall receive back the consideration paid for this option, or shall have the right, by written notice served upon the said first party, to extend the time of this option, until the said title shall be perfected.

In witness whereof, the said first party have or has herewith set his/her or their signature this 1st day of February, 1990.
FIRSTIER BANK, N.A. First Party
Michael J. Malley, Trust Officer
Date 1-30-90 C2024 [Signature] Second Party

90-02024A

STATE OF _____ County _____
OF THE _____ day of _____, 19____, before
me, the undersigned a Notary Public, duly commissioned and qualified for
in said county, personally came _____

to me known to be the identical person or persons whose name is or names are
offered to 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.

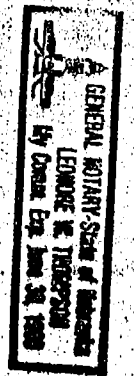
My Commission expires the _____ day of _____, 19____
Notary Public

STATE OF Nebraska County DeWitt
On this 1st day of February, 1920, before
me, the undersigned a Notary Public, duly commissioned and qualified for
in said county, personally came Michael R. O'Malley
Deer President

to me known to be the identical person or persons whose name is or names are
offered to 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.

My Commission expires the 30th day of June, 1922
Norma W. Thompson Notary Public



OPTION
TO
FOR
Expires _____ 19____
Price \$ _____
Terms _____

90-020248

ADDENDUM

This Addendum is attached to and becomes a part of the Option agreement executed on the 1st day of July, 1990, by Firstier Bank, N.A., Personal Representative of the Rosalie Cohen Estate, Michael O'Malley, Trust Officer, and Richard F. Hosking.

RIGHT OF ENTRY: The second party requires the right to inspect the property throughout the option period and if the option is exercised, from that point until the sale is closed. The second party agrees to pay crop damages to the first party and the farm tenant involved.

ZONING APPLICATION: It is understood that the second party contemplates developing the real estate in such a manner that a change of zoning will be required. Accordingly, in addition to all other rights granted herein, the second party has the right to apply to the appropriate government authority to affect the zoning change to whatever zoning classification or classifications he, in his sole discretion, deems necessary, and to do any and all other things necessary to effect such zoning change, all in the same manner as though first party were acting in its own behalf.

CLOSING: Closing to be completed on or before October 30, 1990. If closing of the sale is delayed by the second party, second party agrees to pay thirteen (13%) percent interest on the unpaid balance from October 30, 1990.

GROWING CROPS: If the option is exercised and closing completed prior to fall harvest, the second party agrees to pay operator's input cost on each operation involved with the production of that crop. Crop operation costs are to be determined using University of Nebraska at Lincoln published NebGuides that cover field operations. The second party will also compensate the first party on 80.8 acres at the rate of \$5 per mo. per tillable acre, from March 1, 1990, until the closing has been completed. This payment is reimbursement for loss of growing crop.

REAL ESTATE TAXES: The 1989 real estate taxes due and delinquent in 1990 will be pro-rated as of the date of closing.

POSSESSION: The first party warrants full possession to the second party within 30 days of the sale closing. All house and farm leases will be properly terminated by the first party.

TITLE INSURANCE: The first party is responsible for the total costs of title insurance, but is not responsible for providing an updated Abstract.

SURVEY: The second party is responsible for the survey and will pay total cost of the survey.

BUILDING INSURANCE: The farm building insurance will be pro-rated as of the date of closing.

Date 2-1-90
First Party [Signature]

Date 1-30-90
Second Party [Signature]

INDEXED

FILED
COUNTY OF DOUGLAS
RECORDED
INDEXED

185

90-11332

NOTICE OF COMMENCEMENT

This Notice of Commencement is signed by the contracting owner and is presented for filing pursuant to R.R.S. 952-145.

1. The real estate being or intended to be improved is legally described on Exhibit "A" annexed hereto and by this reference incorporated herein.
2. The contracting owner, who holds fee simple title to the real estate identified in paragraph 1 above, is HHC Limited Partnership, 101 W. Mission Ave., Bellevue, Nebraska.
3. If, after this Notice of Commencement is recorded, a lien is recorded as to an improvement covered by this Notice of Commencement, the lien shall have priority from the time this Notice of Commencement is recorded.

DATED this 25 day of July, 1990.

FILED SAINT JOE, NE

Contracting Owner:

INSTRUMENT NUMBER
90-11332
HHC LIMITED PARTNERSHIP,
a Nebraska limited partnership

90 AUG 10 AM 9:32

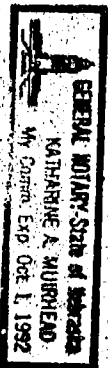
By Chapultepec Corp., a
Nebraska corporation, General
Partner

REGISTER OF DEEDS

BY
Richard F. Hosking, President

STATE OF NEBRASKA)
(ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25 day of July, 1990, by Richard F. Hosking, the President of Chapultepec Corp., a Nebraska corporation, as general partner of HHC Limited Partnership, a Nebraska limited partnership, on behalf of the corporation as general partner of such limited partnership.



Katherine A. Murrhead
Notary Public

11332

S.M.

- COPIES TO:
 1. R.O.W. Div., Nebr. Dept. of Roads
 2. Owner
 3. Buyer

COUNTY OF SARPY
 STATE OF NEBRASKA
Political Sub-Division
RIGHT OF WAY CONTRACT

Project No. C-77(92-6)B
 Tract No. 14

92-05533

THIS AGREEMENT made and entered into this 20th day of MARCH, 1992, by and between HHC LIMITED PARTNERSHIP, A NEBRASKA PARTNERSHIP

Address: COUNTY OF SARPY, NEBRASKA, hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the Buyer, a deed, which will be prepared and furnished by the Buyer, to certain real estate described from the centerline of the proposed highway as follows:

From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side

and as shown on approved plans and situated in the N 1 OF THE SE 1 of Section 9, Township 13, Range 13 of the 6th P.M. in SARPY County, Nebraska.

It is agreed and understood that the Buyer is hereby granted an immediate right of entry upon the premises described above. The Buyer agrees to purchase the above described real estate and to pay therefor upon delivery of said executed deed. If the Owner so desires he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>27</u> <u>Ac</u> at \$ <u>-0-</u> per <u>ACRE</u> Sta. <u>to Sta.</u> \$ <u>-0-</u>
Approximately <u> </u> at \$ <u> </u> per <u> </u> Sta. <u>to Sta.</u> \$ <u> </u>
Approximately <u> </u> at \$ <u> </u> per <u> </u> rods of fence at \$ <u> </u> per rod \$ <u> </u>
Moving and replacing approximately <u> </u> rods of fence at \$ <u> </u> per rod \$ <u> </u>
APPROXIMATE TOTAL \$ <u>-0-</u>

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the Owner jointly with the party or parties holding such encumbrance, unless said party, or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the Buyer, if required. This contract shall be binding on both parties as soon as it is executed by both parties but, should none of the above real estate be required, this contract shall terminate upon the payment of \$10,000 by the Buyer to the Owner.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.
 The representative of the Buyer, presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the Buyer.

COUNTY OF SARPY, NEBRASKA
 OWNER
HHC LIMITED PARTNERSHIP, A NEBRASKA PARTNERSHIP
 by Thomas A. Lyman
 Date 3/24/92

Right of Way Contract - Political Sub-Division

PLSE

92-05533A

Dated this 20 day of March, 1992
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Terri A. Garvey

Dated this day of 19
On the above date, before me a General Notary Public duly commissioned and qualified, personally came

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

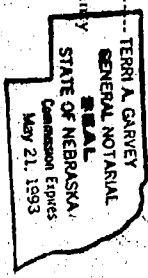
to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Terri A. Garvey
My commission expires the 21 day of May, 1993.

Notary
My commission expires the day of 19



STATE OF Nebraska County

STATE OF County

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record

If married, full name of spouse

If unmarried show "single", "widower", "widow"

If mortgage or other liens, show names of holders, amounts, dates and book page of record

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married

Name of executor or administrator

If any of the owners or heirs are minors, give their names and ages

Name of guardian

TENANT - Exact and full names, Rent Agreement

REMARKS

Handwritten notes:
2-1
R/W
n/c

Handwritten notes:
THE DISTRICT CLERK
INSTRUMENT NUMBER
92-055333
REGISTERED
MAY 27 1992
REGISTRATION DIVISION

RIGHT-OF-WAY DESCRIPTION:

The East 50.00 feet of Tax Lot 15 in the North 1/2 of the SW1/4 of Section 9, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, containing 0.78 acres more or less of which 0.51 acres was previously occupied as County Road R.O.W.; Net 0.27 Acres.

92-05535B

DONATION FOR ROAD RIGHT-OF-WAY
PERMANENT AND TEMPORARY EASEMENTS

Project: C-77(92-6)B

SARPY COUNTY, Nebraska

Tract: 14

Date: 3/22/92

That the undersigned wishes to donate land to SARPY COUNTY

for the purpose of building or improving a road.

And further state that I/We have been informed of the right to have said land appraised and an offer to purchase made for said land, and have voluntarily waived these rights.

The plans for this project, which were presented, are fully understood as to the portion of land that will be needed.

HHC LIMITED PARTNERSHIP, A NEBRASKA PARTNERSHIP

[Signature]
Owner

Owner

WITNESS: *Jeri A. Harnett*

