

FILED SAKPT CO. NE.
INSTRUMENT NUMBER

2000-001184

2000 JA 18 PM 1:47

Greg J. Douglas
REGISTER OF DEEDS

Counter *W/H*
Verify *W/H*
DE *W/H*
PR *W/H*
FEE \$ *12.50*
OK ☐ CASH ☐ CHG ☒ *7 D*

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C. (RJH)
2120 S 72ND ST STE 1250
OMAHA NE 68124

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **BROOK VALLEY II, LTD.**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA, and PAPA-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of channel and flood control improvements and public recreational trails along the South Papillion Creek, and other related appurtenances.

The Grantee and its contractors and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee agrees forthwith to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. No other surface improvements or fill, except trails, bank stabilization, stabilization structures, poles and sign structures, shall be placed in any such easement right-of-way.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the _____ day of _____, 1999.

BROOK VALLEY II, LTD.

By: *James V. McSart*

Title: *President*
Prime Realty, Inc., General Partner

STATE OF NEBRASKA

COUNTY OF DOUGLAS)
) SS.

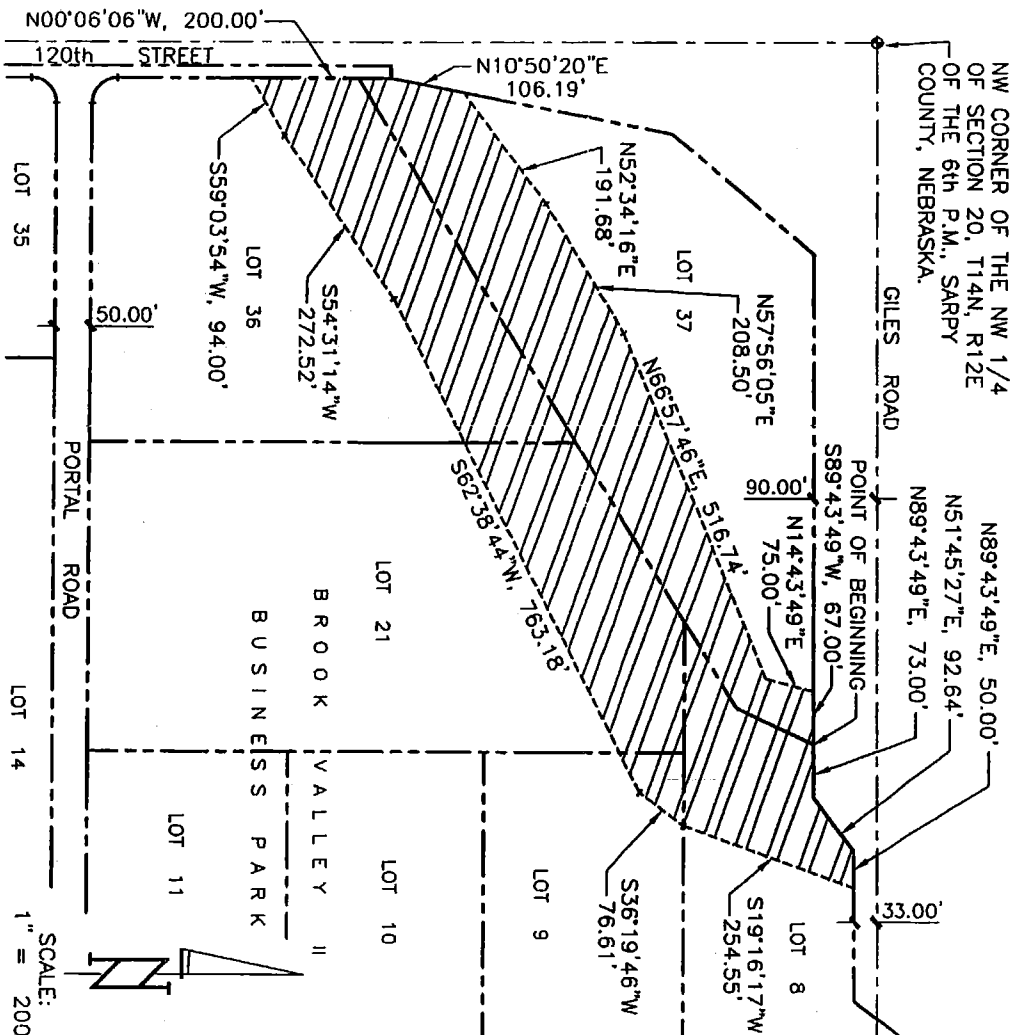
The foregoing instrument was acknowledged before me on JANUARY 12, 2000, by JAMES V. MCSART, PRESIDENT of Brook Valley II, Ltd., on behalf of the company.

Notary Public

Joseph C. Franco



2000-01184A



LEGAL DESCRIPTION

THAT PART OF LOTS 8, 9, 21, 36 AND 37, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 8;

- THENCE N89°43'49"E (ASSUMED BEARING) 73.00 FEET ON THE NORTH LINE OF SAID LOT 8;
- THENCE N51°45'27"E 92.64 FEET ON THE NORTH LINE OF SAID LOT 8;
- THENCE N89°43'49"E 50.00 FEET ON THE NORTH LINE OF SAID LOT 8;
- THENCE S19°16'17"W 254.55 FEET TO THE SOUTH LINE OF SAID LOT 8;
- THENCE S36°19'46"W 76.61 FEET; THENCE S62°38'44"W 763.18 FEET; THENCE S54°31'14"W 272.52 FEET;
- THENCE S59°03'54"W 94.00 FEET TO THE WEST LINE OF SAID LOT 36;
- THENCE N00°06'06"W 200.00 FEET ON THE WEST LINES OF SAID LOTS 36 AND 37;
- THENCE N10°50'20"E 106.19 FEET ON THE WEST LINE OF SAID LOT 37;
- THENCE N52°34'16"E 191.68 FEET; THENCE N57°56'05"E 208.50 FEET; THENCE N66°57'46"E 516.74 FEET;
- THENCE N89°43'49"E 75.00 FEET TO THE NORTH LINE OF SAID LOT 37;
- THENCE N89°43'49"E 67.00 FEET ON THE NORTH LINE OF SAID LOT 37 TO THE POINT OF BEGINNING.

PRIME REALTY, INC. TD2 FILE NO. 850-127-CHEMST MAY 18, 1999
 THOMPSON, DRESSSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"

FILED SARP CO. NE.

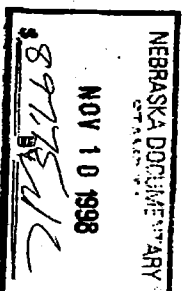
INSTRUMENT NUMBER

98-032032

98 NOV 10 PM 2:50

REGISTER OF DEEDS

98-032032



Counter AKC
Verify dyd
D.E. dyd
Proof W
Fee \$ 5.50
Cash ☒ Chg ☐

PARTNERSHIP WARRANTY DEED

THE GRANTOR, Brook Valley II LTD, A Nebraska Limited Partnership, in consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Nebraska Venture II LLC, An Illinois Limited Liability Company, the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Sarpy County, Nebraska:

Lot Sixteen (16) Brook Valley II Business Park, A Subdivision in Sarpy County, Nebraska.

THE GRANTOR covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record, and subject to all regular taxes and special assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

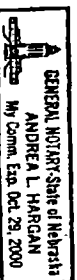
Executed: November 4, 1998

Brook Valley II LTD, A Nebraska
Limited Partnership
by: James V. McCart
James V. McCart, President of Prime
Realty, A General Partner

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 4th day of November, 1998 by Brook Valley II LTD, A Nebraska Limited Partnership by James V. McCart, President of Prime Realty, General Partner on behalf of the partnership.

Andrea L. Hargan
Notary Public



032032

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HTS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
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2001 MAY -8 P 2:53 B

David A. Sutherland
REGISTER OF DEEDS

Counter 8802
Verify D
D.E. 5444
Proof 6.00
Fee \$ 6.00
or ☒ Cash ☐ Chg ☐
2404

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es):	No. of Additional Sheets Presented:	Maturity Date
IRISH, LTD., A NEBRASKA LIMITED PARTNERSHIP (TIN: 84-1637940) P.O. BOX 840408 OMAHA, NE 68154	NEBRASKA STATE BANK OF OMAHA 3211 N 90TH STREET OMAHA, NE 68134 Federal ID. No. 47-8547362	<i>R & R 1094</i>	3. (Optional) 4. For Filing Officer: Title, Date No., Filing Office

5. This Financing Statement Covers the Following Types (or Name) of Property:
ASSIGNMENT OF ANY AND ALL INTEREST IN IRISH, LTD., A NEBRASKA GENERAL PARTNERSHIP, INCLUDING BUT NOT LIMITED TO ITS INTEREST IN LOTS 3, 7 AND 27, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SARPYV COUNTY, NEBRASKA AND ALL PROCEEDS THEREOF.

7. Description of Real Estate:	8. Name(s) of Record Owner(s):	9. To be Recorded in Real Estate Mortgage Records
<input checked="" type="checkbox"/> Proceeds-- <input checked="" type="checkbox"/> Products of the Collateral are also Covered:		

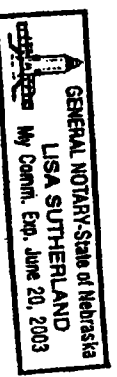
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so)	8. Assignee(s) of Secured Party and Address(es)
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the following described original collateral which was perfected:	

KEVIN D. IRISH, GENERAL PARTNER

NEBRASKA STATE BANK OF OMAHA

By <u><i>K.D. Irish</i></u> Signature(s) of Debtor(s)	By _____ Signature(s) of Secured Party(ies)
FILING OFFICER COPY FORM 801	

ACKNOWLEDGEMENT:
STATE OF NEBRASKA, COUNTY OF DOUGLAS)ss.
This instrument was acknowledged before me this 17th day of April, 2001, by Kevin D. Irish, General Partner.
My commission expires:



Lisa Sutherland
(NOTARY)

97-17367

INSTRUMENT NUMBER

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This DEED OF TRUST, SECURITY AGREEMENT AND FUTURE FILING ("Deed of Trust") is made this 6th day of August, 1997, by and between Brook Valley II, LTD, a limited partnership, (hereinafter called the "Trustor"), whose mailing address is 6410 South 120 Plaza, Omaha, NE 68137, First American Title Insurance Company, a California corporation authorized to do business in the State of Nebraska (hereinafter called the "Trustee"), whose mailing address is 1320 South 119th Street, Omaha, NE 68144, (hereinafter called the "Beneficiary"), Millard Refrigerated Services-Denison, a Nebraska general partnership, whose mailing address for the purpose of this Deed of Trust is 4715 South 132nd Street, Omaha, Nebraska 68137.

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Three Million Two Hundred Four Thousand Three Hundred Seventy-Nine and No/100 Dollars (\$3,204,379.00), which indebtedness is evidenced by Trustor's Promissory Note dated August 6, 1997 (hereinafter called the "Note"), and any renewals, extensions, and substitutions thereof, payable to the order of Beneficiary and having a maturity of August 6, 2004.

(2) payment of the Note, together with principal and interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof;

(c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference or any other security instrument at anytime given to secure the Note;

all of which is hereinafter collectively called the "Indebtedness," Trustor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS a security interest in, and transfers to Trustee to have and to hold, in trust, WITH POWER OF SALE, the following described property:

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(i) all easements, rights of way strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining thereto; appurtenant thereto, (ii) all leasehold estate, right, title and interest of Trustor in and to all leases, subleases, licenses, concessions, occupancy agreements or other agreements, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature), pertaining thereto; (iii) all rents, revenues, proceeds, issues, profits and income as therefrom (subject to the right of Trustor to collect and apply such rents, issues, profits and income as they become due and payable so long as no event of default exists hereunder); (iv) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock; (v) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith; (vi) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards); and (vii) the right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Trustee and Beneficiary in the Trust Property, all of which is hereinafter collectively called the "Trust Property."

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

1. **Title:** Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns and has good title to the Trust Property free from any prior lien, charge or encumbrance, that Trustor has the right to mortgage, give, grant, bargain, sell, convey, confirm, pledge, assign and hypothecate the same that this Deed of Trust is and will remain a valid and enforceable first lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a first and paramount lien upon the Trust Property and will forever warrant, defend and preserve the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary. Trustor hereby relinquishes all right of dower and homestead in and to the Trust Property.

2. **Payment of Indebtedness:** Trustor shall punctually pay, at the time and in the manner provided in the Note and this Deed of Trust, the principal of and interest on the Indebtedness secured hereby and shall perform all covenants, conditions agreements and obligations of and contained in the Note and this Deed of Trust in full when they are required to be performed.

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3. Charges; Liens: Trustor will keep the Trust Property free from all liens, charges encumbrances which in any way may, in the judgment of Beneficiary, have priority over, or impair the security of this Deed of Trust, however, Trustor need not discharge any such lien so long as Trustor shall agree, in writing, to pay the obligation secured by such lien in a manner acceptable to Beneficiary and shall, in good faith, contest the existence, the amount or the validity of such lien by appropriate legal proceedings effective to prevent the enforcement of the lien and the loss of any interest in or party of the Trust Property. Trustor shall maintain a reasonable cash reserve for any obligation contested in good faith, if requested by Beneficiary.

4. Protection of Security; Liability Insurance; Maintenance of Easements: If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this paragraph 4, with interest thereon, shall constitute indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise to perform any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim, or demand and to all rights and securities for the payment thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust. Trustor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlement, and franchises necessary for the use of the Trust Property and will not, without the prior written consent of Beneficiary, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Trust Property. Trustor shall comply with all restrictive covenants affecting the Trust Property, and all zoning ordinances and other public or private restrictions as to the use of the Trust Property. Trustor shall maintain (1) commercial general liability insurance with respect to the Trust Property providing for limits of liability of not less than \$5,000,000 for both injury to or death of a person and for property damage per occurrence, and (2) other liability insurance as reasonably required by Beneficiary and shall deliver certificate(s) of insurance to Beneficiary evidencing such insurance coverage. Such insurance shall provide that it shall not be canceled without fifteen (15) days written notice to Beneficiary.

5. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to

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and shall be paid to Beneficiary. Trustor will file and prosecute, in good faith and with due diligence, its claim for any such award or payment and will cause the same to be collected and paid to Beneficiary, and, should it fail to do so, Trustor irrevocably authorizes and empowers Beneficiary in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds of such condemnation. If the Trust Property is abandoned by Trustor, or after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds in the manner indicated herein. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be released to Trustor, applied to restoration of Trust Property, or applied to the payment of the Indebtedness. Unless Beneficiary and Trustor otherwise agree in writing, any such application of proceeds to Indebtedness shall not extend or postpone the due date of the Note or the payment of any installments called for thereunder.

6. Trustor Not Released: Extension of the time for payment or modification of any amortization of the Indebtedness granted by Beneficiary to any successor in interest of Trustor shall not operate to release in any manner, the liability of Trustor and Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the Indebtedness by reason of any demand made by Trustor and Trustor's successors in interest.

7. Waiver of Statute of Limitations: Time is of the essence in all of Trustor's obligations and duties hereunder, and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to the Indebtedness or any other debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Deed of Trust or any rights or remedies contained herein.

8. Partnership Existence: Trustor shall do all things necessary to preserve its partnership existence, and all rights and privileges under the laws of the state of its organization.

9. Forbearance by Beneficiary Not a Waiver: Any forbearance by Beneficiary 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. The procurement of insurance or the payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness.

10. Remedies Cumulative: All remedies provided in the Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound: Joint and Several Liability: Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective

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successors and assigns of Beneficiary, Trustee, and Trustor. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in the Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested addressed to Trustor at its mailing address set forth above or at any such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary or Trustee shall be given by certified mail, return receipt requested, to Beneficiary's and Trustee's mailing address stated herein or to such other address as Beneficiary or Trustee may designate by notice to Trustor as provided herein. Any notice provided for in the Deed of Trust shall be deemed to have been given to Trustor, Beneficiary, or Trustee when given in the manner designated herein. No notice shall be filed by Trustor and, if filed, be effective against Trustee and Beneficiary with respect to any aspect of this Deed of Trust unless such notice shall have been given first to the Trustee and the Beneficiary as provided in this paragraph.

13. Governing Law/Severability: This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable.

14. Events of Default: Each of the following occurrences shall constitute an event of default hereunder, (hereinafter called an "Event of Default"):

- (a) If any portion of the Indebtedness is not paid when due or Trustor shall fail to pay, when due, any principal, interest, or principal and interest, whether by acceleration or otherwise, on the Indebtedness;
- (b) any warranty of title made by Trustor herein shall be untrue;
- (c) Trustor shall fail to observe or perform any of the covenants, agreements, or conditions in this Deed of Trust;
- (d) any representation or warranty made by Trustor on any financial statements or reports submitted to Beneficiary by or on behalf of Trustor shall prove false or materially misleading;
- (e) Trustor shall fail to perform or observe any of the covenants, conditions or agreements contained in, or binding upon Trustor under any building loan agreement, security agreement, loan agreement, financing statement, or any other agreement, instrument or document executed by Trustor in connection with the loan evidenced by the Note;

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(f) a trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor or for the reorganization of Trustor pursuant to the Federal Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within thirty (30) days after the date on which such order or petition was filed;

(g) Trustor shall file a petition pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any party of the Trust Property;

(h) final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a state of execution pending such appeal;

(i) Trustor shall sell, convey, transfer, pledge, mortgage or assign the Trust Property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained;

(j) If Trustor is a corporation or partnership and more than fifty percent (50%) of the shares or beneficial interests in such corporation or partnership, as the case may be, shall be transferred or conveyed, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained; or

(k) Trustor shall fail to properly maintain and preserve the Trust Property, including, but not limited to, the maintenance of the Trust Property free from all hazardous substances and hazardous waste as described in paragraph 34 below.

15. Acceleration of Debt; Foreclosure: Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all the Indebtedness secured hereby immediately due and payable without further notice, presentment, protest, notice of intent to accelerate, demand or action of any nature whatsoever (each of which hereby is expressly waived by Trustor), and the same shall bear interest at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law, and, irrespective of whether Beneficiary exercises said option, it may, at its option and its sole discretion, without any further notice or demand to or upon Trustor, may exercise any and all rights and remedies available at law and in equity, including but not limited to the following:

(a) Beneficiary may enter upon, take immediate and exclusive possession of, manage and

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operate the Trust Property or any part thereof, and all books, records and accounts relating thereto; make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, hereby and in such order as Beneficiary may determine. If Trustor remains in possession of the Trust Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Trustor. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of security for the indebtedness secured hereby.

(b) Beneficiary shall, without regard to the adequacy of any security for the indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom and Trustor irrevocably consents to such appointment.

(c) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof. The purchaser at any foreclosure sale pursuant to this paragraph (c) shall become the legal owner of the Trust Property. All occupants of the Trust Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure shall and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Trust Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Trust Property.

(d) Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by the notice of sale, shall sell such Trust Property, or any party thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon Receipt of payment

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of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and the sale, including but not limited to, Trustee's fees mutually agreed upon between Trustee and Beneficiary, and reasonable attorney fees, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

(c) Exercise all other rights, remedies and recourses granted under the Note and this Deed of Trust or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Deed of Trust).

It is expressly agreed that all Costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby.

It is expressly agreed that Beneficiary shall have all rights, remedies and recourses granted in the Note and this Deed of Trust and available at law or equity (including the Nebraska Uniform Commercial Code) (the "UCC"), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Note and this Deed of Trust, or against the Trust Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary or Trustee in the enforcement of any rights, remedies or recourses under this Deed of Trust or the Note or otherwise at law or equity shall be deemed to cure any Event of Default.

If this Deed of Trust is foreclosed, the Trust Property, or any interest therein, may, at the discretion of Beneficiary, be sold in one or more parcels or in several interests or portions and in any order or manner.

To the fullest extent permitted by law, Trustor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Trustor by virtue of any present or future statute of limitations or law or judicial decision exempting the Trust Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Trustee's election to exercise or his actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Neither the enforcement of any of the remedies under this Section 15 nor any other remedies afforded to Beneficiary under the Note, at law or in equity shall cause Beneficiary or Trustee to be

99-17367 H
deemed or construed to be a mortgagee in possession of the Trust Property, to obligate Beneficiary or Trustee to lease the Trust Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of leases or otherwise.

16. Duties of Trustee: Trustor agrees that:

(a) Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

(b) No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

(c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

(d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

(e) Trustee hereby agrees with Beneficiary that Trustee will act for nominal consideration in routine matters (e.g., execution of partial release of security, extension agreements, modification agreements, amendments or satisfactions) with respect to this Deed of Trust. In the event of foreclosure, Trustee will serve for a combined attorney's fee and Trustee's commission in an amount to be agreed upon and mutually satisfactory to Trustee and to Beneficiary. If Beneficiary determines that there shall be a substitute Trustee for any reason, Trustee will supply a recordable resignation at the request of Beneficiary.

17. Security Agreement and Fixture Filing: From the date of its recording, this Deed of Trust shall be effective as and constitute a security agreement and fixture filing under the provisions of the UCC with respect to those fixtures described in the preamble hereof as constituting or which shall become a part of the Trust Property, together with all other property of Trustor, either similar or dissimilar to the same, now or hereafter located at or on the Trust Property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the fixtures sent to Trustor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Trustor. For this purpose, the following information is set forth:

(a) Name and address of Debtor:

Brook Valley, LTD, a limited partnership
6410 South 120th Plaza
Omaha, NE 68137

97-173671

(b) Name and address of Secured Party:

Millard Refrigerated Services-Denison
4715 South 132nd Street
Omaha, NE 68137
Attn: Managing Partner

(c) This document covers goods which are to become fixtures.

18. Reconveyance: Upon payment of all Indebtedness secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Trust Property and shall surrender this Deed of Trust and all notes evidencing Indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

19. Substitute Trustee: Beneficiary, at its sole and exclusive option, may, from time to time, have the full power to appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded. Without conveyance of the Trust Property, the Successor Trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law without further proof of any action.

20. Miscellaneous Rights of Beneficiary: Beneficiary may at any time and from time to time, without notice, consent to the making of any plat of the Trust Property or the creation of any easement thereon or any covenants restricting use or occupancy thereof or agree to alter or amend the terms of this Deed of Trust. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Beneficiary, its agent or any purchaser following Trustee's sale, foreclosure, and under any deed in lieu of Trustee's sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

21. Notice to Trustor: Trustor hereby requests that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor at its mailing address set forth hereinabove.

22. Hazardous Waste: The Trustor represents, warrants and covenants to Beneficiary and Trustee as follows:

(a) No hazardous substance or hazardous waste are presently stored or otherwise located on, in or under the Trust Property, and no part of the Trust Property, including the ground water located thereon, is presently contaminated by any such substances or waste and no investigations,

97-17367J
inquiries, orders or other proceedings by or before any governmental agency are pending or threatened respecting hazardous substances or hazardous waste. For purposes of this instrument, the terms "hazardous, toxic or dangerous waste, substance or material" within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other Federal, state or local Statute, law ordinance code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at anytime hereafter may be in effect.

(b) Until the Indebtedness is paid in full, all hazardous substances or hazardous waste (as defined above), which may be used by any person for any purpose upon the Trust Property shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority, and the Trust Property will not be used for the principal purpose of storing any such substances or waste and no such storage or use will otherwise be allowed on the Trust Property which will cause, or which will increase the likelihood of causing, the release of such substances or waste on, in or under the Trust Property.

(c) Trustor shall promptly notify Beneficiary of any event that would render any representation or warranty contained in this paragraph 22 incorrect in any respect. In such event, Beneficiary may require that all violations of law with respect thereto be corrected and that all necessary governmental permits be obtained all at Trustor's sole expense.

(d) Trustor does hereby indemnify and hold Beneficiary and Trustee, their directors, officers, employees, agents and any successor or successor to their interest in the Trust Property harmless from and against any and all losses, claims, damages, penalties, liabilities, response costs and expenses (including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel) (i) arising out of the inaccuracy, breach or incompleteness of any representation, warranty, or covenant made by Trust in this paragraph 22 or in any document in writing delivered concurrently herewith, or (ii) arising out of any lawsuit brought or threatened, settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any hazardous substance or hazardous waste upon the Trust Property, or (iii) arising out of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Trust Property, provided that, to the extent that Beneficiary or Trustee is strictly liable under any statute or regulation, Trustor's obligations hereunder shall likewise be without regard to fault on the part of Trustor with respect to the violation of law which results in liability to Beneficiary or Trustee. The indemnification herein provided by Trustor shall continue in full force and effect indefinitely and shall survive the repayment of the Note, any reconveyance of the Trust Property by Trustee, and any foreclosure (whether judicially or pursuant to the power of sale granted herein) or deed in lieu of foreclosure of the Trust Property.

23. TRUSTOR PLEASE NOTE: TRUSTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF NEBRASKA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE, OR TO A JUDICIAL

99-119361K

HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DEED OF TRUST TO TRUSTEE OR BENEFICIARY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE HERewith ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. TRUSTOR'S WAIVERS UNDER THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY AND AFTER TRUSTOR HAS BEEN APPRAISED AND COUNSELED BY ITS ATTORNEYS AS TO THE NATURE THEREOF AND ITS POSSIBLE ALTERNATIVE RIGHTS.

24. Entire Agreement; Modifications: This Deed of Trust and the Note embody the entire agreement and understanding between the Beneficiary and the Trustor with respect to the subject matter hereof, and supersede all prior agreements and understandings between the parties hereto relating thereto. This Deed of Trust may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

25. Successors in Interest: This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. Trustor shall not, without the prior written consent of Beneficiary, assign this Deed of Trust or any rights, duties or obligations hereunder.

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

27. Authority: Trustor (and the undersigned representative of Trustor, if any) has full power, authority and legal right to execute this Deed of Trust, and to mortgage, give, grant, bargain, sell, convey, confirm, pledge, hypothecate and assign the Trust Property pursuant to the terms hereof and to keep and observe all of the terms of this Deed of Trust on Trustor's part to be performed.

99-17367 L

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

BROOK VALLEY II, LTD

BY: Prime Realty, Inc.
Its General Partner

BY: James V. McCart
James V. McCart
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of August, 1997, before me, a notary public in and for said county, personally came James V. McCart, President of Prime Realty, Inc., known to me to be the identical person who signed the foregoing Deed of Trust and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation, as General Partner of Brook Valley II, LTD.

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



Jean M. Longman
Notary Public

EXHIBIT A

99-1736711L

Part of the Southwest 1/4 (SW1/4) of Section 17 and part of the Northwest 1/4 (NW1/4) of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'59"E (assumed bearing), 33.00 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning; thence N02°21'20"W, 1957.47 feet parallel with and 33.00 feet East of the West line of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'40"E, 17.00 feet; thence N08°35'06"E, 404.14 feet; thence N37°03'49"E, 260.01 feet; thence N87°28'35"E, 746.65 feet; thence N49°30'12"E, 92.64 feet; thence N87°28'35"E, 205.30 feet; thence N34°04'32"E, 180.63 feet; thence N79°00'13"E, 257.16 feet to a point of curvature; thence easterly along a curve to the right having a radius of 2201.85 feet an arc distance of 749.04 feet; thence S81°30'19"E, 82.14 feet; thence S24°34'46"E, 238.10 feet; thence S02°15'14"E, 115.00 feet; thence N87°44'46"E, 17.00 feet; thence S02°15'14"E, 2434.06 feet parallel with and 33.00 feet West of the East line of the Northwest 1/4 (NW1/4) of Section 20 to a point on the South line of the Northwest 1/4 (NW1/4) of Section 20; thence S87°38'59"W, 2573.61 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning.

EXCEPTING THEREFROM any portion of the land lying within the Right-of-Way and adjacent land granted under the terms of the "Pacific Railroad Acts"; AND

EXCEPTING THEREFROM any and all mineral interests in and to the land.

96-06121

96 APR -3 PM 2:48

George J. Lindberg
REGISTERED FIDELITY

OFFICE OF
Superintendent of Schools
SARPY COUNTY

LLOYD H. BOLLESEN, SUPERINTENDENT

1211 Golden Gate Drive

Papillion, Nebraska 68045

PHONE 593-2335

96-06121
Contract *1*
Verified *me*
D.F. *me*
Proof *me*
Fees \$15.50
OK *me*
Cash ☐
Exp ☐

SARPY COUNTY SCHOOL DISTRICT #0022

BEFORE THE SARPY COUNTY SUPERINTENDENT OF SCHOOLS

IN THE MATTER OF THE)
PETITION AND PLANT TO)
MERGE THE SARPY COUNTY)
SCHOOL DISTRICT #0022)
WITH THE PAPILLION-)
LAVISTA SCHOOL DISTRICT)
#0027)
FINAL ORDER

Now, on this 5th day of April, 1993, this matter came on for hearing before the Sarpy County Superintendent of Schools upon the Petition and Plan to Merge Sarpy County School District #0022 a/k/a Portal, with Sarpy County School District #0027 a/k/a Papillion Lavista Public Schools.

The County Superintendent of Sarpy County conducted a hearing and received no pertinent comment, information or evidence. Upon conclusion of the hearing, the County Superintendent hereby finds, determines and orders as follows:

1. That all lawful procedures have been followed and notices given that the County Superintendent of Sarpy County has jurisdiction over this matter.
2. That sufficient valid signatures are contained on the petition to Merge Portal School with Papillion Lavista Public Schools and that such Petition and Plan has been duly approved by Papillion Lavista Public Schools as required by and in accordance with the law. The County Reorganization Committee has properly held all required meeting and public hearings and have approved the Petition and Plan to Merge Portal Public School with Papillion Lavista Public Schools, as required by and in accordance with law.
3. That Portal Public School should be and is hereby merged with Papillion Lavista Public Schools, all as required by law, and as set forth in Exhibit "A" the Petition and Plan of Merger, which is attached hereto and incorporated herein by this reference.
4. That all terms and conditions set forth and contained in the Petition and Plan of Merger attached hereto as Exhibit "A" should be and are hereby approved and should be and are hereby ordered carried into effect. That merger as set forth herein shall be effective as of July 1, 1993.

DeBerta 6-130831

06121

916-0612114

DATED this 5th day of April 1993.

James H. Baird
Sary County Superintendent of Schools

CERTIFICATE

The undersigned hereby certifies that a copy of this Order is being filed with all proper County and State officials so public records may be altered accordingly.

Henry H. Baird
Sary County Superintendent of Schools

LEGAL DESCRIPTION

That part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 14 North, Range 12 East of the 6th P.M.; Sary County, Nebraska more particularly described as follows: Commencing on the Section line 23.80 chains East of the Northwest corner of Section 20, Township 14, Range 12 East in Sary County, Nebraska and running thence East 3.02 chains; thence South 5.18 chains, thence West 3.02 chains, thence North 5.18 chains to the place of beginning except that part taken for railroad right of way.

96-06121B

Return to:
Nebraska Department of Education
School District Organization Services
P.O. Box 94987
Lincoln, NE 68509-4987

REPORT TO THE STATE
COMMITTEE FOR THE
REORGANIZATION OF
SCHOOL DISTRICTS

NDE 13-015
NEW 10/92
DUE AFTER FINAL HEARING

File Number: 2671
For NDE use only

The final action of the County Reorganization Committee concerning the school district reorganization proposal acted on by the State Reorganization Committee on March 3, 1993 is reported below.

PROPOSAL: To dissolve Portal Public School District #22 and attach all property with Papillion-LaVista Public School District #27.

Reorganization by School Law Section 79-402

ACTION: Carried YES Failed

TRANSFER DATE (IF SUCCESSFUL): April 5, 1993

Lloyd M Boilesen 4-6-93
Signed, County Superintendent Date

Lloyd Boilesen
Sargey County Superintendent
1210 Golden Gate Dr.
Papillion, NE 68046

FILED SARP CO. NE.
INSTRUMENT NUMBER
2007-02217

2007 JAN 23 A 9:29 AM

Steve J. Dunning
REGISTER OF DEEDS

COUNTER 18 G.E. DM
VERIFY P D.E. DM
PROOF P
FEES \$ 15.50
CHECK # 718
CHG CASH
REFUND CREDIT
SHORT NCR

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Gordo-79, L.L.C., a Nebraska limited liability company, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARP COUNTY, NEBRASKA, a Municipal corporation, (hereinafter referred to as "Grantee"), its successors and assigns (including the City of La Vista upon its annexation of Grantee), a perpetual easement and connection right over, under, on and across that real estate in Sarp County, Nebraska, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement, and renewal of sanitary sewer pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewer discharge. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee, agrees to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs, or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines, and gardens. Grantor reserves the right, following construction of said sewer and appurtenances thereto, to continue to use the surface of the easement strip conveyed hereby for other purposes, such as parking lots and driveways, subject to the right of the Grantee to use the same for the purposes herein expressed. Provided, however, that no building or other structure or improvement shall be built within the permanent easement area by Grantor, their successors or

02217

assigns, which will in anyway interfere with the scope and purpose of this easement or Grantee's ability to perform its rights granted hereunder. This easement runs with the land.

Grantor herein, for themselves and their successors and assigns, hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual sanitary sewer easement; and Grantor further hereby covenants to warrant and defend said easement way against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

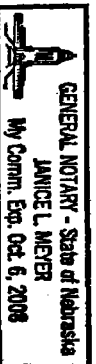
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 5th day of JANUARY, 2009.

Gordo-79, L.L.C., a Nebraska
limited liability company

By *Thomas L. Burgardner*
Title: *Secretary*

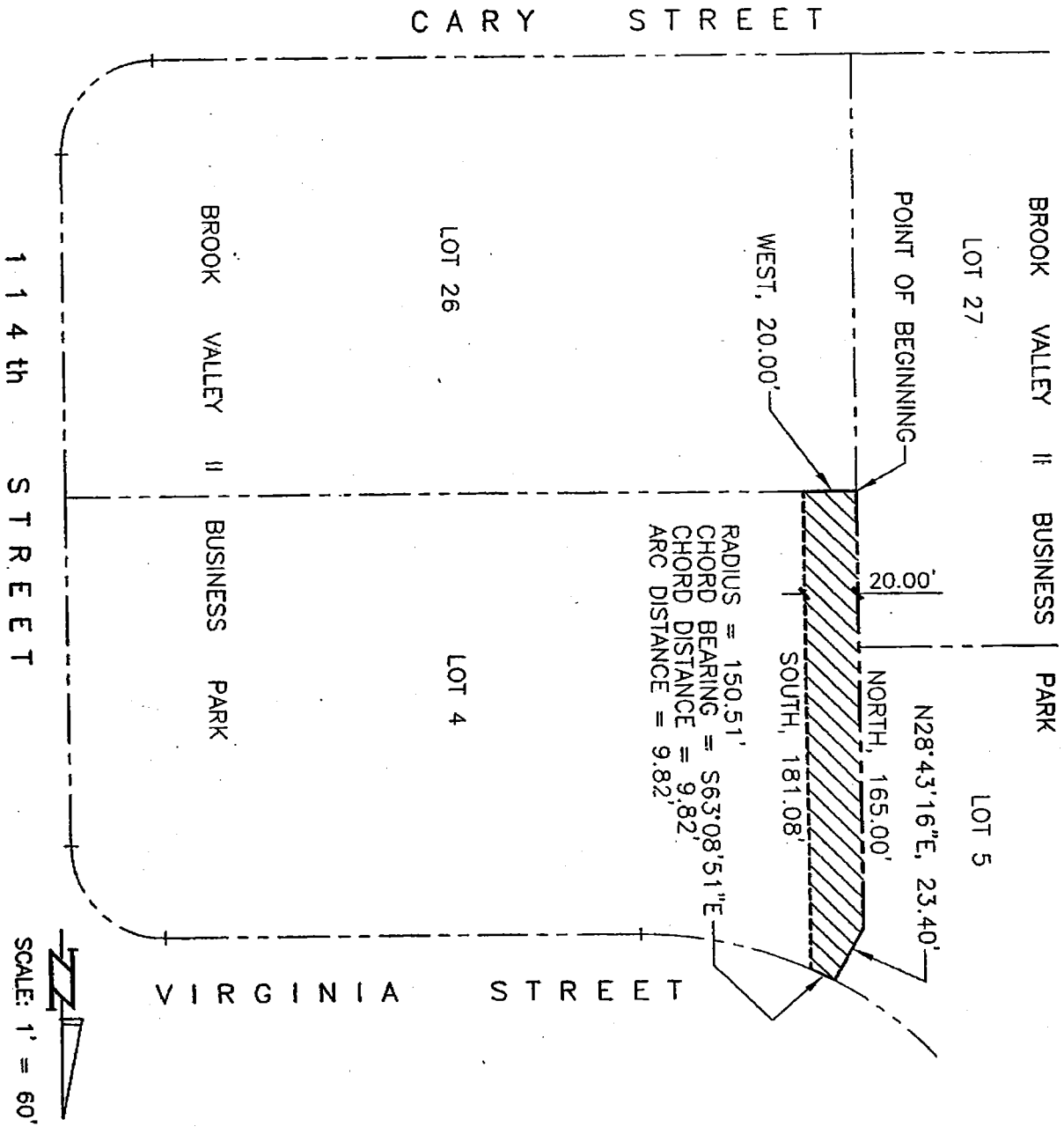
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 5th day of January, 2009, by Thomas L. Burgardner, Secretary of
Gordo-79, L.L.C., a Nebraska limited liability company, on behalf of said company.



Janice L. Meier
Notary Public

2007-02217 B

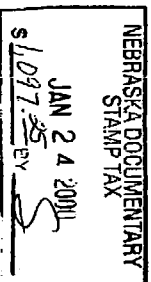


LEGAL DESCRIPTION

THAT PART OF LOT 4, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 4; THENCE NORTH (ASSUMED BEARING) 165.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N28°43'16"E 23.40 FEET ON THE WEST LINE OF SAID LOT 4 TO THE NW CORNER THEREOF; THENCE SOUTHEASTERLY ON THE NORTH LINE OF SAID LOT 4 ON A 150.51 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S63°08'51"E, CHORD DISTANCE 9.82 FEET, AN ARC DISTANCE OF 9.82 FEET; THENCE SOUTH 181.08 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST 20.00 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

EXHIBIT "A"

FILED SARRY CO. NE.
INSTRUMENT NUMBER
2002 001643
2002 JAN 24 PM 2:31
REGISTER OF DEEDS



COUNTER SS
Verify AL
DE AL
Proof D
Fee 5.50
OK ☒ Cash ☐ Chg ☐

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT I or WE, Nebraska Venture II, L.L.C., An Illinois Limited Liability Company, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Prime Realty, Inc., A Nebraska Corporation, herein called the grantee whether one or more, the following described real property in Sarry County, Nebraska:

Lot 16, in BROOK VALLEY II BUSINESS PARK, a Subdivision in Sarry 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 heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; 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:

12/28/99

Nebraska Venture II, L.L.C., An
Illinois Limited Liability Company
by: [Signature]
Gerard J. Keating, Managing Member
by: [Signature]
John E. Shaffer, Managing Member
by: [Signature]
Dennis J. Rittman, Managing Member

STATE OF Illinois
COUNTY OF Cock

The foregoing instrument was acknowledged before me this 28 day of December, 1999 by Gerard J. Keating, Managing Member, John E. Shaffer, Managing Member and Dennis J. Rittman, Managing Member of Nebraska Venture II, An Illinois Limited Liability Company on behalf of the limited liability company.

[Signature]
Notary Public



HTS

97-17360

FILED SARPY CO. NE.
INSTRUMENT NUMBER

97-012366

97 AUG 14 AM 9:33

NEBRASKA
AUG 14 1997
\$682.50
MR

County	JE
City	97
Fee	100
Ck	21.00
Cash	
Charge	

George D. Douglas
REGISTER OF DEEDS

WARRANTY DEED

MILLARD REFRIGERATED SERVICES-DENISON, a Nebraska general partnership, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to BROOK VALLEY II, LTD, a Nebraska limited partnership, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Sarpy County, Nebraska:

The real estate in attached Exhibit A, now known as the real estate described in attached Exhibit B.

Grantor covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, subject to easements, reservations, covenants and restrictions of record and all taxes for 1997 and all subsequent years;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons whomsoever.

Executed August 4, 1997.

MILLARD REFRIGERATED SERVICES-DENISON,
a Nebraska general partnership

By: *[Signature]*
Larry A. Larsen
Its: Managing Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public in and for said county, personally came Larry A. Larsen, known to me to be the Managing Partner of Millard Refrigerated Services-Denison, Grantor herein, and acknowledged the execution of the above and foregoing Warranty Deed for and on behalf of Millard Refrigerated Services-Denison, a Nebraska general partnership.

WITNESS my hand and notarial seal this 4th day of August, 1997.



Notary Public

01000682BLL100C8781WD 714

017466

976059

57-117366A

PARCEL A:

EXHIBIT "A"

Tax lot 2, being all that part of the Northwest Quarter (NW 1/4) not included in school lot or railroad right of way, in Section 20, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, subject to easement of public highways.

PARCEL B:

That part of abandoned Missouri Pacific Railroad lying in the Southwest 1/4 of Section 17, Township 14 North, Range 12 East and the Northwest 1/4 of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska more fully described as follows: Beginning at the intersection of the west line of the Northwest 1/4 of said Section 20 and the northerly right of way line of abandoned Missouri Pacific Railroad; thence Northeasterly along the northerly right of way line of said abandoned Missouri Pacific Railroad a distance of 1438.2 feet to a point of curvature; thence north and east along a 1959.86 foot radius curve to the right and along said northerly right of way line an arc distance of 660.3 feet to a point of intersection with the north line of Section 20, Township 14 North, Range 12 East; thence west along the north line of said Section 20 a distance of 199 feet to a point of intersection with the northerly right of way line of abandoned Missouri Pacific Railroad; said point being on a curve said curve being non-tangent to said line; thence North and East along a 2025.86 foot radius curve to the right and along the northerly right of way line of said abandoned Missouri Pacific Railroad an arc distance of 973.9 feet to a point of tangency; thence southeasterly along said northerly right of way line a distance of 140.1 feet to a point of intersection with the North-South centerline of Section 17 Township 14 North Range 12 East; thence South along said North-South centerline of Section 17, Township 14 North, Range 12 East a distance of 125.4 feet to the 1/4 corner common to Section 17, Township 14 North, Range 12 East and Section 20, Township 14 North, Range 12 East; thence South along the North-South centerline of Section 20, Township 14 North, Range 12 East a distance of 41.3 feet to a point of intersection with the southerly right of way line of abandoned Missouri Pacific Railroad; thence northwesterly along the southerly right of way line of said abandoned Missouri Pacific Railroad a distance of 155.2 feet to a point of curvature thence South and West along a 1859.86 foot radius curve to the left and along said southerly right of way line an arc distance of 1345.4 feet to a point of tangency; thence southwesterly along the southerly ROW line of abandoned Missouri Pacific Railroad a distance of 1511.2 feet to a point of intersection with the west line of the Northwest 1/4 of Section 20, Township 14 North, Range 12 East; thence north along the west line of said Northwest 1/4 of Section 20, Township 14 North, Range 12 East a distance of 123.8 feet to the point of beginning.

PARCEL C:

441-17136615

That part of the Northeast 1/4 Northwest 1/4 of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska more particularly described as follows: Commencing on the Section line 23.80 chains East of the Northwest corner of Section 20, Township 14 North, Range 12 East in Sarpy County, Nebraska and running thence East 3.02 chains, thence South 5.18 chains thence West 3.02 chains thence North 5.18 chains to the place of beginning except that part taken for railroad right of way.

PARCEL D:

Part of the Southwest 1/4 of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the South 1/4 corner of said section 17-14-12; thence S87°28'35"W (assumed bearing) 91.89 feet along the South line of said Section 17-14-12; thence N24°34'46"W 76.43 feet to the true point of beginning; said point being on the former North line of the Missouri Pacific Railroad R.O.W.; thence N 87°22'20"W, 35.76 feet along said former North line of the Missouri Pacific Railroad R.O.W.; thence S81°44'28"W 740.97 feet, radius 1959.86 feet an arc distance of 745.45 feet continuing along the former North line of the Missouri Pacific Railroad R.O.W. to a point on the South line of Section 17-14-12; thence S87°28'35"W 409.51 feet along the South line of Section 17-14-12; thence N34°04'32"E, 139.52 feet; thence N79°00'13"E 257.16 feet; thence Northeasterly along a curve to the right chord bearing N88°44'57"E, 745.43 feet, radius 2201.85 feet an arc distance of 749.04 feet; thence S81°30'19"E 82.14 feet; thence S24°34'46"E 50.50 feet to the point of beginning.

EXCEPTING THEREFROM Parcels "A", "B", "C" & "D" as to any portion of the land lying within the Right-of-Way and adjacent land granted under the terms of the "Pacific Railroad Acts"; AND

EXCEPTING THEREFROM Parcels "A", "B", "C" & "D" as to any and all mineral interests in and to the land.

EXHIBIT "B"

27-1936001

Part of the Southwest 1/4 (SW1/4) of Section 17 and part of the Northwest 1/4 (NW1/4) of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'59"E (assumed bearing), 33.00 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning; thence N02°21'20"W, 1957.47 feet parallel with and 33.00 feet East of the West line of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'40"E, 17.00 feet; thence N08°35'06"E, 404.14 feet; thence N37°03'49"E 260.01 feet; thence N87°28'35"E, 746.65 feet; thence N49°30'12"E, 92.64 feet; thence N87°28'35"E 205.30 feet; thence N34°04'32"E, 180.63 feet; thence N79°00'13"E, 257.16 feet to a point of curvature; thence easterly along a curve to the right having a radius of 2201.85 feet an arc distance of 749.04 feet; thence S81°30'19"E, 82.14 feet; thence S24°34'46"E, 238.10 feet; thence S02°15'14"E, 115.00 feet; thence N87°44'46"E, 17.00 feet; thence S02°15'14"E, 2434.06 feet parallel with and 33.00 feet West of the East line of the Northwest 1/4 (NW1/4) of Section 20 to a point on the South line of the Northwest 1/4 (NW1/4) of Section 20; thence S87°38'59"W, 2573.61 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning.

EXCEPTING THEREFROM any portion of the land lying within the Right-of-Way and adjacent land granted under the terms of the "Pacific Railroad Acts"; AND

EXCEPTING THEREFROM any and all mineral interests in and to the land.

9.8.99

FILED SARPY CO. NE.

File No. 1084

INSTRUMENT NUMBER

99-028569

99 SEP 10 PM 3:42

Ronald F. Waite

Counter 2D

Verify 3

D.E. 2K

Proof AK

Fee \$ 10.50

Bk ☒ Cash ☐ Udg ☐

WHEN RECORDED, PLEASE RETURN TO:

Mortgage Loan Department
First National Bank of Omaha
Third Floor, First National Plaza
11404 West Dodge Road
Omaha, Nebraska 68134

REGISTER OF DEEDS

NOTICE OF COMMENCEMENT

1. The real estate being or intended to be improved or directly benefited is more particularly described as follows:

Lot 13 Brook Valley II Business Park, a Subdivision in Sarpy County, Nebraska.
 2. a. The contracting owner is: Waite Development Company.

b. The address of contracting owner is: 9820 Nottingham Drive, Omaha, Nebraska 68114.

c. The interest of contracting owner in the real estate is: fee simple title owner.

d. The name and address of the fee simple title holder, if other than the contracting owner, is: Not applicable.
 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 has priority from the time this Notice of Commencement is recorded.
 4. The duration of this Notice of Commencement is June 15, 2000.
 5. If this Notice of Commencement is limited to a particular improvement project, or portion thereof, on the real estate, the limitation is as follows: None.
- Dated: September 9 1999.

BORROWER:

Waite Development Company, a Nebraska general partnership

By: *Ronald F. Waite*
Roland F. Waite - Partner

By: *Bradley Waite*
Bradley Waite - Partner

By: *Daniel Waite*
Daniel Waite - Partner

By: *Terry Waite*
Terry Waite - Partner

028569

HTS

FILED SAKPT CO. NE.

99-28570

9.0899

99 SEP 10 PM 3:42

File No. 1084

INSTRUMENT NUMBER
028570

REGISTER OF DEEDS
Long S. D. Dwyer

Counter SD
Verify S
D.E. 644
Proof 444
Fee \$ 45.50
Ck ☒ Cash ☐ Chg ☐

WHEN RECORDED, PLEASE RETURN TO:

Mortgage Loan Department
First National Bank of Omaha
Third Floor, First National Plaza
11404 West Dodge Road
Omaha, Nebraska 68154

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is dated as of the 9th day of September, 1999, by Waite Development Company, a Nebraska general partnership ("Borrower"), to First National Bank of Omaha, a national banking association, Omaha, Nebraska, and its successors and assigns ("Lender").

PRELIMINARY STATEMENT

Borrower has, concurrently with the execution hereof, secured a loan from Lender in the amount of \$1,520,000.00, evidenced by that certain Promissory Note dated of even date herewith (the "Promissory Note") executed by Borrower in favor of Lender and bearing interest and being payable as provided therein. The payment and performance of Borrower's obligations under the Promissory Note will be secured, in part, by that certain Deed of Trust, Security Agreement and Assignment of Rents dated of even date herewith (the "Mortgage") between Borrower and Lender encumbering the real property described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Definitions. Capitalized terms used herein shall have the respective meanings given them in the Mortgage, unless otherwise defined herein.

2. Assignment: Certain Rights of Borrower. To further secure the prompt payment and performance of each obligation secured by the Mortgage (the "Secured Obligations"), Borrower hereby assigns, transfers, conveys and sets over to Lender all of Borrower's estate, right, title and interest in, to and under all leases, whether existing on the date hereof or hereafter entered into (including any extensions, modifications or amendments thereto) relating to the Real Property (the "Leases"), together with all rights, powers, privileges, options and other benefits of Borrower as the lessor under the Leases regarding the current tenants and any future tenants, and all the rents, revenues, profits and income from the Mortgaged Property (as defined in the Mortgage), including those now due, past due or to become due. Borrower irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, to take possession and control of the Mortgaged Property, pursuant to Borrower's rights as lessor under the Leases, and to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Borrower or Lender, for all of the rents, revenues, profits and income thereof. It is intended by Borrower and Lender that this Assignment constitutes an absolute assignment and not merely an assignment for additional security. The consideration received by Borrower to

028570

HTS

99-28570 H

9.0899

File No. 1084

EXHIBIT A

LEGAL DESCRIPTION

Lot 13, Brook Valley II Business Park, a Subdivision in Sarpy County, Nebraska.

SDH#180558FNBWATEAOR

HTS

97-17367

FILED SARPY CO. NE.
INSTRUMENT NUMBER
97-017367
97 AUG 14 AM 9:36
REGISTER OF DEEDS

ENTERED
INDEXED
FILED
AUG 14 1997
SARPY CO. NE.
REGISTER OF DEEDS

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

This DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made this 6th day of August, 1997, by and between Brook Valley II, LTD, a limited partnership, (hereinafter called the "Trustor"), whose mailing address is 6410 South 120 Plaza, Omaha, NE 68137, First American Title Insurance Company, a California corporation authorized to do business in the State of Nebraska (hereinafter called the "Trustee"), whose mailing address is 1320 South 119th Street, Omaha, NE 68144, (hereinafter called the "Beneficiary"), Millard Refrigerated Services-Denison, a Nebraska general partnership, whose mailing address for the purpose of this Deed of Trust is 4715 South 132nd Street, Omaha, Nebraska 68137.

WITNESSETH

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Three Million Two Hundred Four Thousand Three Hundred Seventy-Nine and No/100 Dollars (\$3,204,379.00), which indebtedness is evidenced by Trustor's Promissory Note dated August 6, 1997 (hereinafter called the "Note"), and any renewals, extensions, and substitutions thereof, payable to the order of Beneficiary and having a maturity of August 6 2004.

NOW, THEREFORE, for the purpose of securing the total of the following:

- (a) payment of the Note, together with principal and interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof;
- (b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this DEED OF TRUST and the performance of the covenants and agreements of Trustor, whether or not set forth herein; and
- (c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference or any other security instrument at anytime given to secure the Note;
- (d) all other indebtedness, obligations and liabilities now are hereafter incurred or arising from Trustor to Beneficiary under documents which recite that they are intended to be secured by this Deed of Trust;

all of which is hereinafter collectively called the "Indebtedness," Trustor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS a security interest in, and transfers to Trustee to have and to hold, in trust, WITH POWER OF SALE, the following described property:

the real estate described in Exhibit "A" attached hereto and incorporated herein by this reference in its entirety, together with the following property, rights, interests and estates:

017067

971605972

EXHIBIT A

42-1736-712

Part of the Southwest 1/4 (SW1/4) of Section 17 and part of the Northwest 1/4 (NW1/4) of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'59"E (assumed bearing), 33.00 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning; thence N02°21'20"W, 1957.47 feet parallel with and 33.00 feet East of the West line of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'40"E, 17.00 feet; thence N08°35'06"E, 404.14 feet; thence N37°03'49"E 260.01 feet; thence N87°28'35"E, 746.65 feet; thence N49°30'12"E, 92.64 feet; thence N87°28'35"E 205.30 feet; thence N34°04'32"E, 180.63 feet; thence N79°00'13"E, 257.16 feet to a point of curvature; thence easterly along a curve to the right having a radius of 2201.85 feet an arc distance of 749.04 feet; thence S81°30'19"E, 82.14 feet; thence S24°34'46"E, 238.10 feet; thence S02°15'14"E, 115.00 feet; thence N87°44'46"E, 17.00 feet; thence S02°15'14"E, 2434.06 feet parallel with and 33.00 feet West of the East line of the Northwest 1/4 (NW1/4) of Section 20 to a point on the South line of the Northwest 1/4 (NW1/4) of Section 20; thence S87°38'59"W, 2573.61 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning.

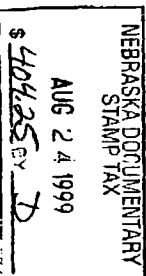
EXCEPTING THEREFROM any portion of the land lying within the Right-of-Way and adjacent land granted under the terms of the "Pacific Railroad Acts"; AND

EXCEPTING THEREFROM any and all mineral interests in and to the land.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-026686

99 AUG 24 AM 9:29

George J. Hargan
REGISTER OF DEEDS



99-26676
Counter DS
Verify DS
D.E. MC
Proof MC
Fee \$ 5.50
Cash ☒ Chg ☐

PARTNERSHIP WARRANTY DEED

THE GRANTOR, Brook Valley II, LTD, A Nebraska Limited Partnership, in consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Roland F. Waite, the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Sarpy County, Nebraska:

Lot 13, BROOK VALLEY II BUSINESS PARK, a Subdivision in Sarpy
County, Nebraska

THE GRANTOR covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record, and subject to all regular taxes and special assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: August 19, 1999

Brook Valley II, LTD, a Nebraska
Limited Partnership by Prime Realty,
Inc., General Partner
By: James V. McCart
James V. McCart, President of Prime
Realty, Inc.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 19th day of August, 1999 by Brook Valley II, LTD, A Nebraska Limited Partnership.

Andrea L. Hargan
Notary Public

RETURN TO:
ROLAND F. WAITE
9820 NOTTINGHAM DR
OMAHA, NE 68114



HTS

026686

99-28568

9.0899

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-028568
59 SEP 10 PM 3:41
Don S. Pauling
REGISTER OF DEEDS

Counter DP File No. 1084
Verify S
D.E. AK
Proof AK
Fee \$ 125.50
CR ☒ Cash ☐ Chg ☐

WHEN RECORDED, PLEASE RETURN TO:

Mortgage Loan Department
First National Bank of Omaha
Third Floor, First National Plaza
11404 West Dodge Road
Omaha, Nebraska 68134

DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GIVEN THAT IS A CONSTRUCTION SECURITY INTEREST.

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Deed of Trust") is made as of the 9th day of September, 1999, by and among Waite Development Company, a Nebraska general partnership ("Trustor"), whose address is 9820 Nottingham Drive, Omaha, Nebraska 68114; FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Beneficiary"), whose address is 1620 Dodge Street, Omaha, Nebraska 68102; and FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Trustee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged:

1. Trustor hereby irrevocably warrants, grants, bargains, sells, transfers, 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 hereinafter set forth, all of the following-described estate, property and interest of Trustor now owned or hereafter acquired, together with all cash and non-cash proceeds thereof, which may be referred to herein collectively as the "Real Property":

A. The "Property," being the real property located in the County of Sarpy, State of Nebraska, described as follows:

Lot 13, Brook Valley II Business Park, a Subdivision

together with all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate, right, title and interest of Trustor in and to all leases or subleases covering the Property, or any portion thereof, now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open

028568

HTS

99-28568 A

9.0899

File No. 1084

or proposed, adjoining the Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

B. Any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

II. Trustor further grants Beneficiary a security interest in the following (the "Personal Property"):

A. All right, title and interest of Trustor in and to all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage, all kitchen equipment, and all other equipment of every kind), other than such property owned by tenants of Trustor;

B. All of Trustor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Mortgaged Property (as defined below), whether now existing or entered into or obtained after the date hereof; all existing and future names under or by which the Mortgaged Property, or any portion thereof, may at any time be operated or known; all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and good will in any way relating to the Mortgaged Property, or any portion thereof, and

C. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Mortgaged Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and Trustor hereby authorizes, directs and empowers Beneficiary, at its option, on Trustor's behalf, or on behalf of the successors or assigns of Trustor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

The foregoing items of Real Property 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.

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

99-28568 B

9.0899

File No. 1084

(i) Payment of indebtedness evidenced by that certain Promissory Note dated September ~~7th~~¹⁴, 1999 (the "Promissory Note"), executed by Trustor in favor of Beneficiary in the principal amount of \$1,520,000.00, bearing interest and being payable as provided therein, according to its terms, and all extensions, renewals and modifications thereof, presently scheduled to mature October 1, 2002;

(ii) Payment of all other indebtedness and performance of all obligations and covenants of Trustor under each of the "Loan Documents," as hereinafter defined; and

(iii) Payment of all of the principal of and interest on any future advances under the Loan Documents, and all sums advanced by Beneficiary to protect the Mortgaged Property, with interest thereon at the Default Rate provided by the Promissory Note from the date of advance by Beneficiary to the date of payment by Trustor.

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

The indebtedness secured hereby is further evidenced and secured by the following documents, executed by Trustor, dated of even date herewith, which, with this Deed of Trust, the Promissory Note and any amendments or supplements thereto or modifications thereof are hereinafter referred to collectively as the "Loan Documents:"

- (a) an Assignment of Rents and Leases;
- (b) a Building Loan Agreement;
- (c) an Environmental Indemnity Agreement;
- (d) a Notice of Commencement; and
- (e) a UCC Financing Statement;

and is guaranteed by an instrument entitled "Guaranty of Completion and Payment," executed by Roland F. Waite, Bradley Waite, Daniel Waite and Terry Waite, dated of even date herewith.

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF TRUSTOR

Trustor hereby represents, warrants, covenants and agrees:

Section 1.01. Payment of Secured Obligations. Trustor hereby grants this Deed of Trust to secure the payment and performance when due of the Secured Obligations. The consideration received by Trustor to execute and deliver this Deed of Trust and the liens and security interests created herein are sufficient and will provide a direct economic benefit to Trustor.

Section 1.02. Title of Trustor. Trustor has, subject to Permitted Encumbrances set forth in Exhibit "A" hereto, in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Property, which is free from encumbrance superior to the encumbrance of this Deed of Trust and has full right to make this conveyance.

90-02579A

SW 1/4 SECTION 17 T14N R12E

SILES ROAD

Point of Beginning

NW 1/4 SECTION 20 T14N R12E

123.8 North

120TH STREET

1438.2' North
1511.2' South

ARC = 1345.4

ARC = 973.9

SE 1/4
145.4 South

Northwesterly
155.2

41.3 South

N

1" = 400'

114TH STREET

20

H.O.C. Lino Co

CARRELL & ASSOCIATES, INC.

LAND SURVEYORS & CONSULTANTS

11128 "O" STREET

OMAHA, NEBRASKA 68137

(402) 331-2333



90-02579

-DOLLARS

EDWARD R. SCHEME

TO HAVE AND TO HOLD the said premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Grantee(s).

IN TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed by its President and its corporate seal to be affixed to this _____ day of February, 1990.

BY James S. Hall

NEBRASKA DOCUMENTARY
STAMP TAX

55.

١٠

FEB 27 1990

NOTARY PUBLIC



REGISTER OF DEEDS, SAPPY COUNTY, NE

02579

Ben J. Bond.

LEGAL DESCRIPTION

90-02574B

3279AC.

MARCH 6, 1989

THAT PART OF ABANDONED MISSOURI PACIFIC RAILROAD LYING IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST AND THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 20 AND THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED MISSOURI PACIFIC RAILROAD; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ABANDONED MISSOURI PACIFIC RAILROAD A DISTANCE OF 1438.2 FEET TO A POINT OF CURVATURE; THENCE NORTH AND EAST ALONG A 1959.86 FOOT RADIUS CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 660.3 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 199 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED MISSOURI PACIFIC RAILROAD; SAID POINT BEING ON A CURVE SAID CURVE BEING NON TANGENT TO SAID LINE; THENCE NORTH AND EAST ALONG A 2025.86 FOOT RADIUS CURVE TO THE RIGHT AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ABANDONED MISSOURI PACIFIC RAILROAD AN ARC DISTANCE OF 973.9 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 140.1 FEET TO A POINT OF INTERSECTION WITH THE NORTH SOUTH CENTERLINE OF SECTION 17 T14N R12E; THENCE SOUTH ALONG SAID NORTH SOUTH CENTERLINE OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST A DISTANCE OF 125.4 FEET TO THE $\frac{1}{4}$ CORNER COMMON TO SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST AND SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST; THENCE SOUTH ALONG THE NORTH SOUTH CENTERLINE OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST A DISTANCE OF 41.3 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF ABANDONED MISSOURI PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ABANDONED MISSOURI PACIFIC RAILROAD A DISTANCE OF 155.2 FEET TO A POINT OF CURVATURE THENCE SOUTH AND WEST ALONG A 1859.86 FOOT RADIUS CURVE TO THE LEFT AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 1345.4 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY ROW LINE OF ABANDONED MISSOURI PACIFIC RAILROAD A DISTANCE OF 1511.2 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST A DISTANCE OF 123.8 FEET TO THE POINT OF BEGINNING.

CONTAINS: 367,197 SQUARE FEET OR 8.4 ACRES MORE OR LESS.

CARRILL & ASSOCIATES, INC.
LAND SURVEYORS & CONSULTANTS
1138 "D" STREET
OMAHA, NEBRASKA 68107
(402) 331-2333

PARCEL #1 NE $\frac{1}{4}$ 20-14-12

NEBRASKA DOCUMENTARY
STAMP TAX

Date 8-22-58
By MA

BOOK 1832 PAGE 655

C.D. No. 56068-3

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That, MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CENTER DEVELOPMENT COMPANY, an Oklahoma corporation, Grantee, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate, situated in Douglas, Sarpy and Cass Counties, State of Nebraska, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof.

There is, however, expressly reserved and excepted from this quitclaim all coal, oil, gas, and the minerals and character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, on or under the land quitclaimed hereunder; provided, however, that no operation of investigating, exploring, prospecting or mining for or storing or transporting said minerals or any of them, shall be conducted or placed upon said premises.

This deed is made subject to the condition that all taxes and all assessments levied upon or assessed against the premises described in Exhibit A for any period of time prior to and including the date of this deed shall be payable by the Grantor; all taxes and all assessments levied upon or assessed against the premises described in Exhibit A for any period of time after the date of this deed shall be payable by the Grantee and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments for the period of time after the date of this deed.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the property described in Exhibit A unto the said Grantee and unto its successors and assigns.

IN WITNESS WHEREOF, the Grantor, has caused this

RECEIVED

AUG 22 PM 3:57

BK 1832 N 655
PG 1832 DEL MC
OF 1832 COMP F/B

26391

11630

RECORDED
INDEXED
DOUGLAS COUNTY, NEBR.

9499F Recd

3030 7/1/64
2/1/64

788-2563
88-11630

EX-1832 RE-656

deed to be duly executed on its part as of the 29th day
of June, 1957.

Attest:

MISSOURI PACIFIC RAILROAD COMPANY,

C. N. J. J. J.
Assistant Secretary

By J. V. D. J.
Vice President-Law



NEBRASKA DOCUMENTARY
STAMP TAX
AUG 23 1988
\$ 135.00 BY MHC

FILED SECRET OF THE
INSTRUMENT NUMBER
68-11630
1988 AUG 23 PM 3:57
RECORDS OF DEEDS

INDEXED	2
FILED	1
QUANTITY	1
RECEIVED	1
DATE	1
BY	1
RECEIVED	1
DATE	1
BY	1
RECEIVED	1
DATE	1
BY	1

3250

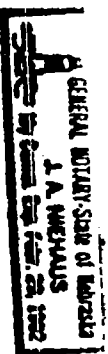
BOOK 1832 PAGE 65.7

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before
me this 29th day of June, 19 88, by
Mr. J. W. Baker, Vice
President-Law of Missouri Pacific Railroad Company, a
Delaware Corporation, on behalf of the corporation.

J. A. McCreary
Notary Public

(Seal)



MPRR CO.
CASS, DOUGLAS AND SARPY COUNTIES, NEBRASKA

EXHIBIT "A"
TO
DEED

MISSOURI PACIFIC RAILROAD COMPANY (GRANTOR)

DOUGLAS COUNTY, NEBRASKA

All right, title and interest in and to the rights-of-way of the abandoned portion of the Louisville Subdivision of the Missouri Pacific Railroad Company, as formerly constructed and operated, said right-of-way is of varying widths located on either side of the centerline of abandoned main track of said Railroad Company, as it extends southerly from the beginning of said Company's ownership at a point in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 14 North, Range 12 East of the Sixth Principal Meridian, said point being designated as Engineer's Chainage Station 10479+70 in said centerline of abandoned main track through Sections 11 and 10, to the south line of said Section 10, of said Township and Range, all in Douglas County, Nebraska.

SARPY COUNTY, NEBRASKA

All right, title and interest in and to the rights-of-way of the abandoned Louisville Subdivision of the Missouri Pacific Railroad Company, as formerly constructed and operated, said right-of-way is of varying widths located on either side of the centerline of abandoned main track of said Railroad Company, as it extends southerly from the north line of Section 15 of Township 14 North, Range 12 East of the Sixth Principal Meridian, through Sections 15, 16, 22, 21, 20, 17, 19, 27, 30 and 31 of said Township and Range; Sections 6 and 7, Township 13 North, Range 12 East; Sections 12, 13, 24, 25, 35 and 36, Township 13 North, Range 11 East; Sections 1, 2, 11, 10, 14 and 15, Township 12 North, Range 11 East, to the north line of the Platte River, all in Sarpy County, Nebraska.

CASS COUNTY, NEBRASKA

All right, title and interest in and to the rights-of-way of the Louisville Subdivision of the Missouri Pacific Railroad Company, as formerly constructed and operated, said right-of-way is of varying widths on either side of abandoned main track of said Railroad Company as it extends southerly from the south line of the Platte River to the northerly line of the Burlington Northern right-of-way, all in Section 15, Township 12 North, Range 11 East of the Sixth Principal Meridian in Cass County, Nebraska.

96424963

35 DEC 11 AM 10:41
WFB

உயிர் உயிர்

County of Los Angeles
City of Los Angeles
J. W. [Signature]
S. B. [Signature]

The Easement Area shall have the permanent right to enter and use the Easement Area from time to time ingress and egress in connection with inspection, operation, maintenance, replacement, and repair of outfall sewer improvements; and, the permanent right to have the Easement Area unobstructed at the time of the County's entries; provided, however, the Easements Area for purposes that do not interfere with the County's uses of the Easement Area more specifically set forth hereinafter.

A. 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 an 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 annually and which were planted at the time of the signing of this contract and which are annually and which construction of this project, but in no case shall the

Doc. 23-2501

D. Theft

024963

9624963

96-211963A

successors or assigns, without the express written approval of the COUNTY, which approval shall not be unreasonably withheld by COUNTY.

E. The COUNTY, at its sole cost and expense, may construct, maintain, operate, repair or replace the outfall sewer improvements described herein. All such work shall be done in a workmanlike manner and in accordance with standard and acceptable engineering practices and in compliance with all laws, rules, regulations and building codes of all regulatory and governmental bodies having jurisdiction over such operations and work.

F. That COUNTY, at its sole cost and expense, will replace, restore or rebuild any and all damage to any improvements of GRANTOR or its successors or assigns caused by or resulting from the COUNTY exercising its rights of constructing, installing, inspecting, maintaining, operating, repairing or replacing said outfall sewer improvements or additional sewer systems within the Easement Area, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY. With respect to such replacement or rebuilding, COUNTY hereby covenants to restore, at its sole cost and expense, the subject property of GRANTOR, its successors or assigns and/or the improvements located therein or thereon, to at least as good a condition as existed before such replacement or rebuilding, and if the COUNTY fails to so restore the property or improvements, such restoration may be performed by GRANTOR or its successors and assigns, at the cost and expense of the COUNTY.

G. That the COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions of this Permanent Easement.

H. That this instrument contains the entire agreement of the parties; that except for a Temporary Easement of even date from GRANTOR to COUNTY and the Purchase Agreement, there are no other or different agreements or understandings, and the GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.

I. COUNTY agrees to indemnify and hold GRANTOR, and its successors and assigns harmless from and against any liability for any loss and/or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising its rights hereunder.

J. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR

By: 

Its: Managing Partner

MILLARD REFRIGERATED
SERVICES-DENISON, a Nebraska
General Partnership f/k/a Millard
Warehouse-Denison

96-21963 B

Acknowledgment

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

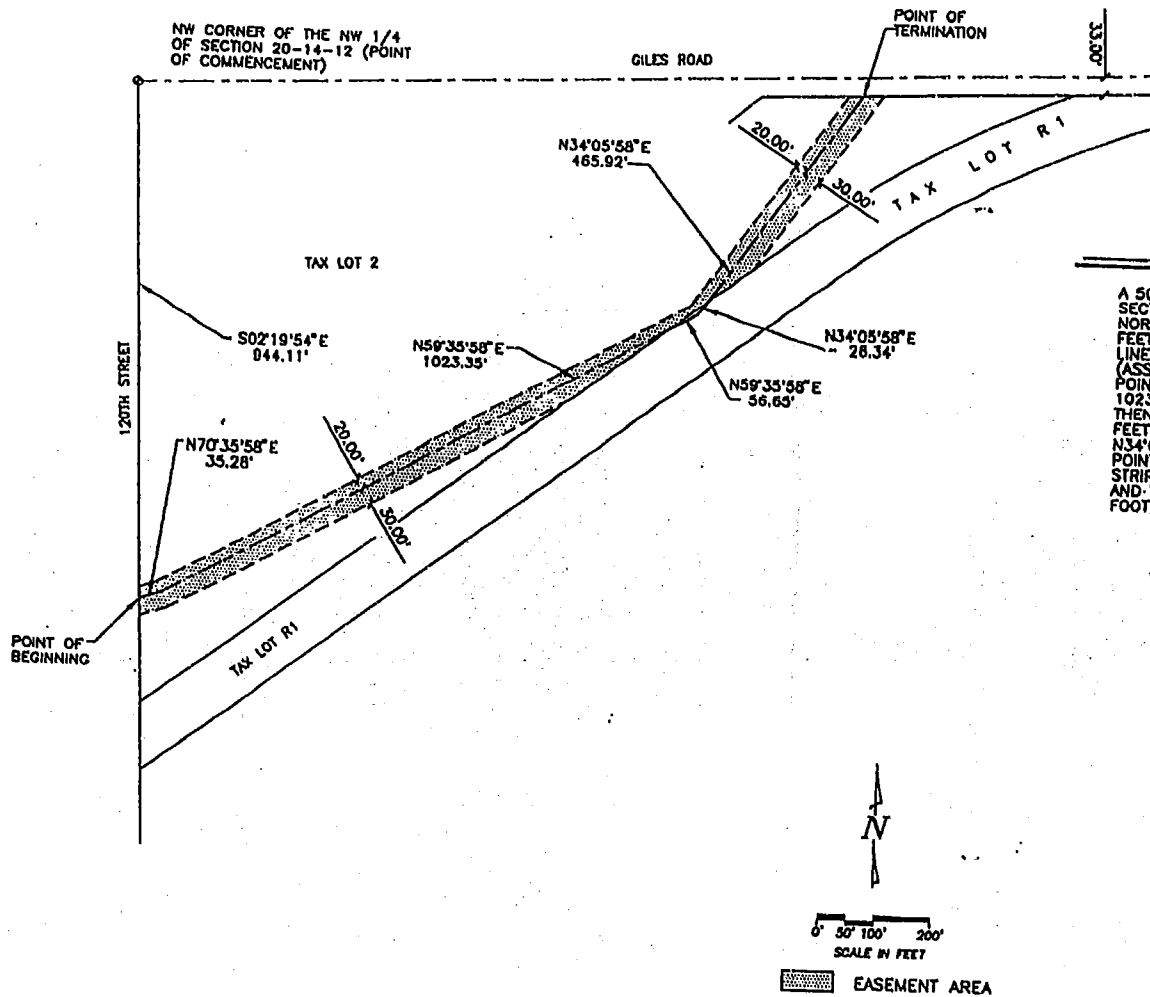
On this 16th day of August, 1996, before me, a Notary Public, duly commissioned and qualified, personally came the above named Larry A. Larsen, Managing Partner of Millard Refrigerated Services-Denison, a Nebraska General Partnership f/k/a Millard Warehouse-Denison, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal the date last aforesaid.



Steven L. Offner
Notary Public

My commission expires the 16th day of
August, 1998.



LEGAL DESCRIPTION

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE NORTHWESTERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54"E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE N70°35'58"E 35.28 FEET; THENCE N59°35'58"E 1023.35 FEET TO THE NORTHWESTERLY LINE OF TAX LOT R1 IN SAID NW 1/4; THENCE CONTINUING N59°35'58"E 56.63 FEET; THENCE N34°05'58"E 26.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1; THENCE CONTINUING POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID NW 1/4 AND THE SOUTHERLY LINE OF GILES ROAD, EXCEPT THAT PART OF SAID 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID TAX LOT R1.

CONTAINING 1.88 ACRES MORE OR LESS.

PERMANENT EASEMENT

SARPY COUNTY, NEBRASKA
SOUTH PAPILLION CREEK OUTFALL SEWER

TRACT NO. 2
MILLARD WAREHOUSE DENISON

EXHIBIT A

TD 2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10438 OLD HILL ROAD
OMAHA, NE 68154
(402) 300 - 8400

9-18-95
DRAWING NO. EASE17.DWG

9-24-95

46-244060H

not be unreasonably withheld by COUNTY.

E. The COUNTY, at its sole cost and expense, may construct, maintain, operate, repair or replace the outfall sewer improvements described herein. All such work shall be done in a workmanlike manner and in accordance with standard and acceptable engineering practices and in compliance with all laws, rules, regulations and building codes of all regulatory and governmental bodies having jurisdiction over such operations and work.

F. That COUNTY, at its sole cost and expense, will replace, restore or rebuild any and all damage to any improvements of GRANTOR or its successors or assigns caused by or resulting from the COUNTY exercising its rights of constructing, installing, inspecting, maintaining, operating, repairing or replacing said outfall sewer improvements or additional sewer systems within the Easement Area, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY. With respect to such replacement or rebuilding, COUNTY hereby covenants to restore, at its sole cost and expense, the subject property of GRANTOR, its successors or assigns and/or the improvements located therein or thereon, to at least as good a condition as existed before such replacement or rebuilding, and if the COUNTY fails to so restore the property or improvements, such restoration may be performed by GRANTOR or its successors and assigns, at the cost and expense of the COUNTY.

G. That the COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions of this Permanent Easement.

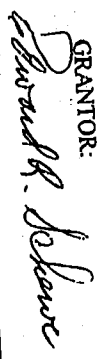
H. That this instrument contains the entire agreement of the parties; that except for a Temporary Easement of even date from GRANTOR to COUNTY and the Purchase Agreement, there are no other or different agreements or understandings; and the GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.

I. COUNTY agrees to indemnify and hold GRANTOR, and its successors and assigns harmless from and against any liability for any loss and/or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising its rights hereunder.

J. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR:



Edward R. Schewe
10978 Washington Street
Omaha, Nebraska 68137

96-24966B

Acknowledgment

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

On this 16th day of October, 1996, before me, a General Notary Public, duly commissioned and qualified, personally came Edward R. Schewe, to me known to be the identical person(s) whose name(s) 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 date last aforesaid.

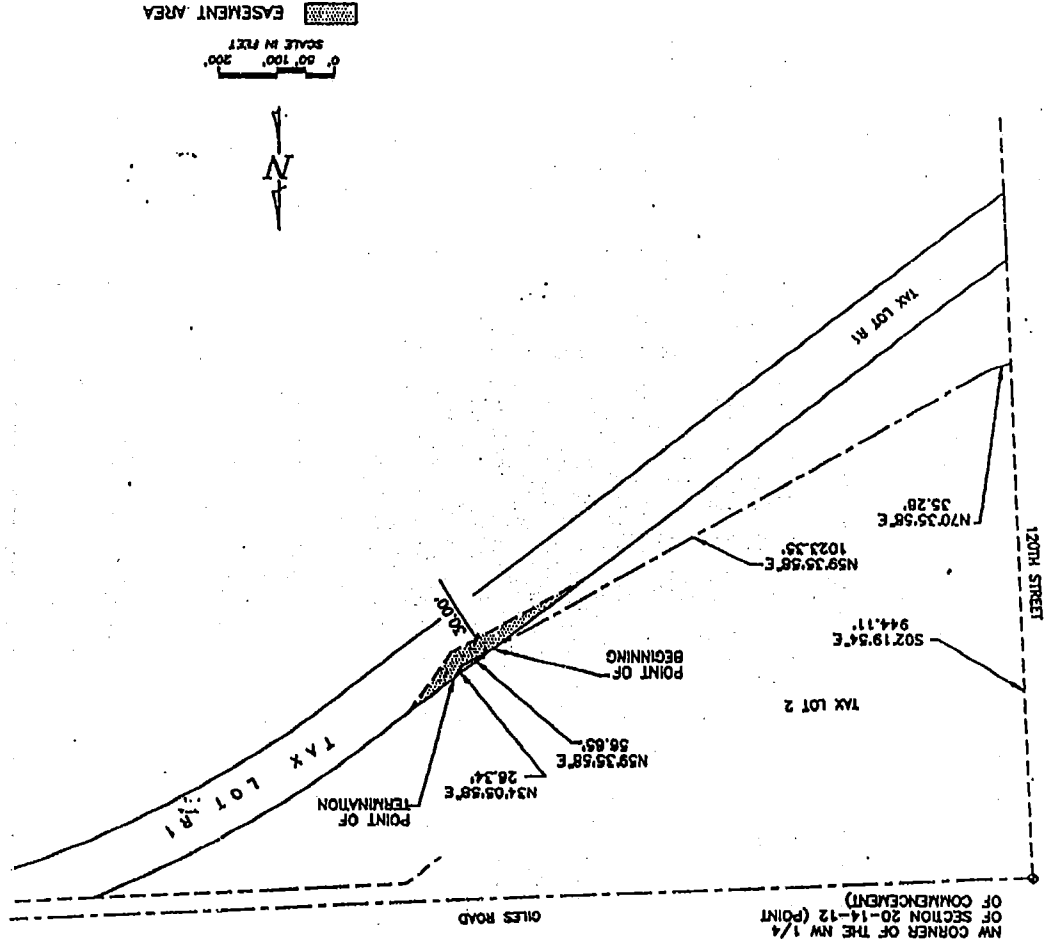


Notary Public

Steven L. Orfner

My commission expires the 16th day of
August, 1998.

96-24966C



A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT R1 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE NORTHWESTERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54"E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4; THENCE N70°35'58"E 35.28 FEET; THENCE N59°35'58"E 1023.35 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTHWESTERLY LINE OF SAID TAX LOT R1, EXCEPT THAT PART OF SAID 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN SAID NW 1/4.

CONTAINING 0.18 ACRES MORE OR LESS.

PERMANENT EASEMENT

SARPY COUNTY, NEBRASKA
SOUTH PAPILLON CREEK OUTFALL SEWER
TRACT NO. 3
EDWARD R. SCHEWE

EXHIBIT A

2 TTIOPSSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10034 OLD MILL ROAD
OMAHA, NE 68154
(402) 330 - 9930

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-029380

99 SEP 20 PM 1:35

James D. Warner
REGISTER OF DEEDS

99-29380
Counter MLW
Verify MLW
D.E. MLW
Proof MLW
Fee \$ 6.50
OK ☐ Cash ☐ Chg ☒ TD

AFFIDAVIT OF CORRECTION

CORRECTION TO LOTS 8, 9 AND 21, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS DRAWING IN ORDER TO SHOW ANGLES AND DISTANCES LOCATING A CHANNEL, MAINTENANCE AND DRAINAGE EASEMENT LOCATED ON LOTS 8, 9 AND 21, BROOK VALLEY II BUSINESS PARK, RECORDED AS INSTRUMENT NO. 98-04586 IN THE RECORDS OF THE SARPY COUNTY, NEBRASKA REGISTER OF DEEDS.

I HEREBY CERTIFY THAT I AM THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE SURVEYOR'S CERTIFICATE OF SAID BROOK VALLEY II BUSINESS PARK.

SEPTEMBER 16, 1999

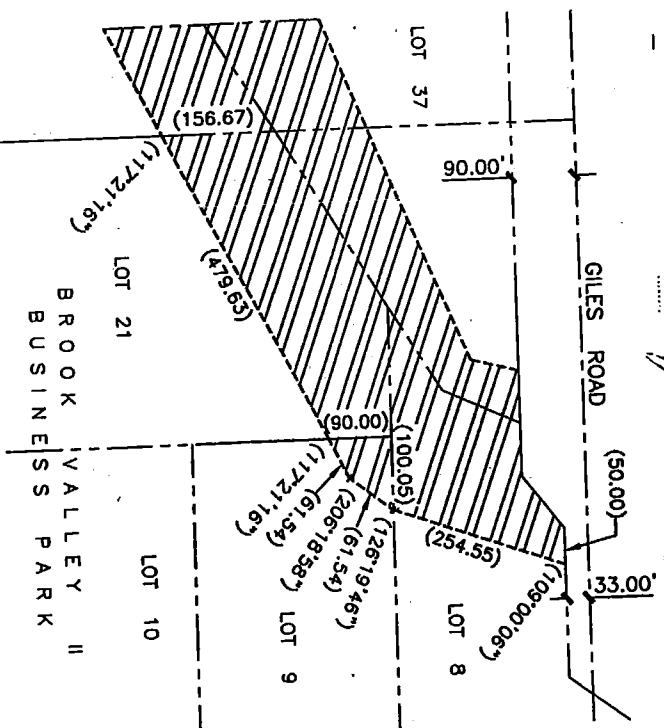
DATE:

James D. Warner
JAMES D. WARNER, NEBRASKA R.L.S. 308

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss
THE FOREGOING AFFIDAVIT OF CORRECTION WAS ACKNOWLEDGED BEFORE ME THIS 16TH DAY OF
SEPTEMBER, 1999 BY JAMES D. WARNER.



Joseph C. Franco
NOTARY PUBLIC



SCALE:
1" = 200'

NOTE:
ALL DIMENSIONS AND ANGLES IN
PARENTHESES PERTAIN TO EASEMENTS

TD2 NO. 850-127-AFF
DATE: MAY 19, 1999

PC R. THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

029380

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2000-001184

2000 JA 18 PM 1:47

David J. Hensley
REGISTER OF DEEDS

Counter *W. H. H.*
Verify *W. H. H.*
D.E. *W. H. H.*
Prod. *W. H. H.*
Fee *12.50*
Or ☐ Cash ☒ Chg *7D*

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C. (RJH)
2120 S 72 ST STE 1250
OMAHA NE 68124

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **BROOK VALLEY II, LTD.**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA, and PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of channel and flood control improvements and public recreational trails along the South Papillion Creek, and other related appurtenances.

The Grantee and its contractors and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee agrees forthwith to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. No other surface improvements or fill, except trails, bank stabilization, stabilization structures, poles and sign structures, shall be placed in any such easement right-of-way.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the _____ day of _____, 1999.

BROOK VALLEY II, LTD.

By: *James V. McCart*
Title: *President*
Prime Realty, Inc., General Partner

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

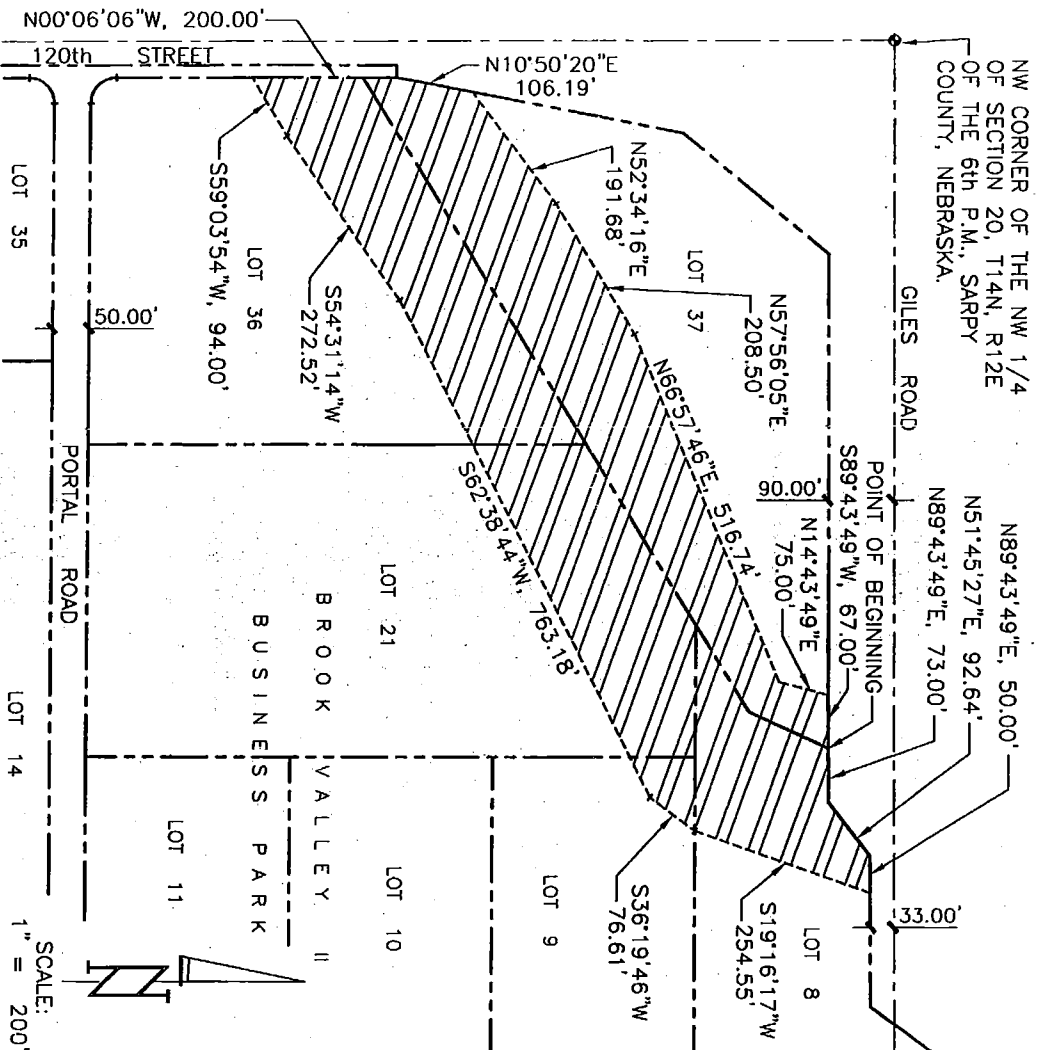
The foregoing instrument was acknowledged before me on JANUARY 12, 2000, by JAMES V. MCCART, PRESIDENT, of Brook Valley II, Ltd., on behalf of the company.

Notary Public *Joseph C. Franco*

001184



2000-01184A



LEGAL DESCRIPTION

THAT PART OF LOTS 8, 9, 21, 36 AND 37, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 8:

THENCE N89°43'49"E (ASSUMED BEARING) 73.00 FEET ON THE NORTH LINE OF SAID LOT 8;

THENCE N51°45'27"E 92.64 FEET ON THE NORTH LINE OF SAID LOT 8;

THENCE N89°43'49"E 50.00 FEET ON THE NORTH LINE OF SAID LOT 8;

THENCE S19°16'17"W 254.55 FEET TO THE SOUTH LINE OF SAID LOT 8;

THENCE S36°19'46"W 76.61 FEET; THENCE S62°38'44"W 763.18 FEET; THENCE S64°31'14"W 272.52 FEET;

THENCE S58°03'54"W 94.00 FEET TO THE WEST LINE OF SAID LOT 36;

THENCE N00°06'06"W 200.00 FEET ON THE WEST LINES OF SAID LOTS 36 AND 37;

THENCE N10°50'20"E 106.19 FEET ON THE WEST LINE OF SAID LOT 37;

THENCE N52°34'16"E 191.68 FEET; THENCE N57°56'05"E 208.50 FEET; THENCE N66°57'46"E 516.74 FEET;

THENCE N14°43'49"E 75.00 FEET TO THE NORTH LINE OF SAID LOT 37;

THENCE N89°43'49"E 67.00 FEET ON THE NORTH LINE OF SAID LOT 37 TO THE POINT OF BEGINNING.

PRIME REALTY, INC. TD2 FILE NO. 850-127-CHESTM MAY 18, 1999
THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"

FILED SARPV CO. NE.
INSTRUMENT NUMBER
2004-12716

2004 APR 13 A 11:22 B

COUNTER 1 M C.E. 41
VERIFY 1 M D.E. 41
PROOF gn
FEES \$ 6.00
CHECK#
CHG TO CASH
REFUND CREDIT
SHORT NOR

Long S. W. Long
REGISTER OF DEEDS

November 10, 2003

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS INC. for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Brook Valley II Business Park, an Addition as surveyed, platted, and recorded in Sarpv County, Nebraska, over, upon, along, and above the following described property:

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots Eight (8) and Nine (9), Brook Valley II Business Park, and now known as Lot Eight A (8A) Brook Valley II Business Park.

Said Plat and Dedication filed for record March 2nd, 1998 as Instrument number 1998-04586, in the office of the Register of Deeds, Sarpv County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 11th day of November, 2003.

COX COMMUNICATIONS, INC.

Greg Sorgenfrei
Greg Sorgenfrei - Manager
Network Engineering
Cox Communications, Inc.

Approved by Engineering
Approved by Engineering

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On this 11 day of November, 2003 before me the undersigned, a Notary Public in and for said County personally came Greg Sorgenfrei - Manager Network Engineering, Cox Communications, Inc., to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.



NOTARY PUBLIC

Return To:
Thompson, Dreesen & Dornier, Inc.
10836 Old M111 Road
Omaha, NE 68154

Rebecca S. Dahlhauser

12716

FILED SARPY CO., NE.
INSTRUMENT NUMBER
2004-12718.

2004 APR 13 A 11:23 55

David S. Worthing
REGISTER OF DEEDS

COUNTER 441 C.E. AB
VERIFY SA D.E. AB
PROOF SA
FEES \$ 16.00
CHECK#
CHG. TD CASH
REFUND CREDIT
SHORT NCR

November 7th, 2003

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Brook Valley II Business Park, an Addition as surveyed, platted and recorded in Sarpy County, Nebraska, over, upon, along and above the following described property:

A Ten foot strip of land, being Five feet each side of and abutting the common lot line of Lots Eight (8) and Nine (9), Brook Valley II Business Park, and now known as Lot Eight "A" (8A) Brook Valley II Business Park.

Said Plat and Dedication filed for record March 2, 1998, as Instrument Number 1998-04586 of the Plat Records, in the office of the register of deeds in Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 7th day of November, 2003.

OMAHA PUBLIC POWER DISTRICT

Mike Saville
Approved by Engineering

Lawrence K. Troutman
Lawrence K. Troutman - Manager
Transmission Engineering

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

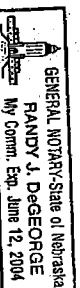
On this 7th day of November, 2003, before me the undersigned, a Notary Public in and for said county personally came Lawrence K. Troutman - Manager, Transmission Engineering, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.

Randy J. DeGeorge
NOTARY PUBLIC

NW1/4 20-14-12 *RR*
Return To:
Thompson, Dreesen & Dornier, Inc.
10836 Old Mill Road
Omaha, NE 68154

12718



FILED SARPY CO. NE
INSTRUMENT NUMBER
2004-12717

2004 APR 13 11:23 AM

Donald J. Douding
REGISTER OF DEEDS

COUNTER LM C.E. AK
V. M. SM D.E. AK
F. M. SM
FEES \$ 6.00
CHECKS TD CASH
REFUND CREDIT
SHORT NCR

Recording information above

FILE# NECWO-3-74

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that QWEST CORPORATION, a Colorado Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), whose address is 1801 California St., Suite 5200, Denver, CO 80202, hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

THE FIVE (5) FOOT UTILITY EASEMENTS ON EACH SIDE OF THE COMMON LOT LINE BETWEEN LOTS 8 & 9, BROOK VALLEY II BUSINESS PARK, EXCEPTING THE FRONT AND REAR EASEMENTS, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, and now known as Lot Eight A (8A) Brook Valley II Business Park

SAID FINAL PLAT AND DEDICATION WAS RECORDED MARCH 2, 1998, AS INSTRUMENT NO. 1998-04586 OF THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

The purpose of this document is to release that portion of the easement described above hereby expressly excepting and reserving to the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 10TH day of NOVEMBER, 2003

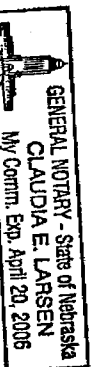
QWEST CORPORATION
A COLORADO CORPORATION

BY: Kimberly Rouds
TITLE: KIMBERLY R. JIROVSKY, DESIGN ENGINEER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10TH DAY OF NOVEMBER, 2003, BY Kimberly R. Jirovsky, Design Engineer FOR QWEST CORPORATION, A COLORADO CORPORATION, ON BEHALF OF SAID CORPORATION.



Claudia E. Larsen
Notary Public

Return To:
Thompson, Dreesen & Dorrner, Inc.
10836 Old Mill Road
Omaha, NE 68154

12717

57-31 30 50
FILED SARPY CO. NE
BOOK 57 of Misc Rec.

PAGE 31

ASSIGNMENT OF RIGHT-OF-WAY 1984 JAN 18 AM 10:20

STATE OF NEBRASKA
COUNTY OF SARPY

)
) KNOW ALL MEN BY THESE PRESENTS, that I, *Paul W. Williams*
) PRESIDENT of WILLIAMS PIPE LINE COMPANY

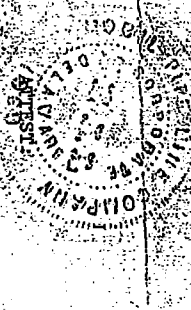
THAT MOBIL PIPE LINE COMPANY, a Delaware corporation whose mailing address is P.O. Box 900, Dallas, Texas 75221, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it in hand paid by WILLIAMS PIPE LINE COMPANY, a Delaware corporation, whose mailing address is P.O. Box 3448, Tulsa, Oklahoma 74101, receipt of which is hereby acknowledged, has sold, assigned, conveyed, and delivered, and by these presents does sell, assign, convey and deliver unto WILLIAMS PIPE LINE COMPANY, all of the right, title and interest of MOBIL PIPE LINE COMPANY in, to and under all those certain rights-of-way, easements, permits and licenses covering lands located in the County of Sarpy, and State of Nebraska, shown on 11st attached hereto, marked Exhibit "A" and made a part hereof, to the originals of which and the record thereof reference is here made for all purposes.

TO HAVE AND TO HOLD the same unto said WILLIAMS PIPE LINE COMPANY, its successors and assigns, subject, nevertheless, to the terms, conditions and provisions of said rights-of-way, easements, permits and licenses respectively, and assignee hereby assumes all obligations and liabilities hereafter accruing thereunder; and said MOBIL PIPE LINE COMPANY, hereby binds itself, its successors and assigns, to warrant its title under said rights-of-way, easements, permits and licenses unto WILLIAMS PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

IN WITNESS WHEREOF, said MOBIL PIPE LINE COMPANY, has caused these presents to be executed on its behalf by its proper officers and its corporate seal to be hereto affixed, this 31st day of October, 19 82.

MOBIL PIPE LINE COMPANY

By: *A. J. Leonard*
Vice President



By: *J. P. Baker*
Assistant Secretary

00518

57-314

THE STATE OF TEXAS

COUNTY OF DALLAS

On this 31st day of Oct, 1983, before me, a Notary Public, in and for said county personally came the above named D. DENARD, Vice President of MOBIL PIPE LINE COMPANY, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the 31st day of October, 1984.

Doris Hickey
Notary Public
DORIS HICKEY, Notary Public
for the State of Texas

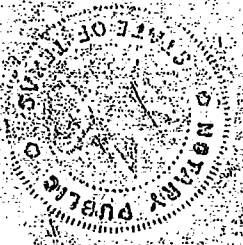


EXHIBIT "A"

SARPY COUNTY, NEBRASKA

R/V No.

TSF-376 Long Island Gravel Company to Socony-Vacuum Oil Company, Inc., dated June 5, 1941, granting a right of way over Lots 1 to 21, inclusive, in Section 27-T13N-R12E, 96.39 acres more or less, recorded in Book 10, Page 567, Miscellaneous Records, Sarpy County, Nebraska.

Long Island Gravel Company to Socony-Vacuum Oil Company, Inc., dated June 5, 1941, granting Scraper Trap Permit on Lots 1 to 21, inclusive, in Section 27-T13N-R12E, recorded in Book 10, Page 569, Miscellaneous Records, Sarpy County, Nebraska.

TSF-377 B. F. Krebs, et al to Socony-Vacuum Oil Company, Inc., dated February 12, 1941, granting a right of way over W/2 NE/4 and part of SW/4 and W/2 SE/4 and S/2 SE/4 SE/4, Section 22-T13N-R12E and Government Lots #2 and #3 in Section 27-T13N-R12E, recorded in Book 10, Page 510, Miscellaneous Records, Sarpy County, Nebraska.

Emma Krebs, et al to Socony-Vacuum Oil Company, Inc., dated July 14, 1941, granting Gate Valve Permit on part of Section 27-T13N-R12E and parts of SW/4 NE/4 SE/4, Section 22-T13N-R12E, recorded in Book 11, Page 79, Miscellaneous Records, Sarpy County, Nebraska.

TSF-378 Christena Cordes, et al to Socony-Vacuum Oil Company, Inc., dated February 12, 1941, granting a right of way over NW/4 and W/2 W/2 SW/4, Section 22-T13N-R12E, recorded in Book 10, Page 511, Miscellaneous Records, Sarpy County, Nebraska.

TSF-379 John A. Graham to Socony-Vacuum Oil Company, Inc., dated February 19, 1941, granting a right of way over S/2 SW/4, Section 15-T13N-R12E, recorded in Book 10, Page 461, Miscellaneous Records, Sarpy County, Nebraska.

TSF-380 Roy Carlson, et al to Socony-Vacuum Oil Company, Inc., dated February 19, 1941, granting a right of way over W/2 SW/4, Section 15-T13N-R12E, recorded in Book 10, Page 457, Miscellaneous Records, Sarpy County, Nebraska.

TSF-381 Arthur Lienemann and Rose Cordes, Trustees to Socony-Vacuum Oil Company, Inc., dated June 27, 1941, granting a right of way over S/2 NW/4, Section 15-T13N-R12E, recorded in Book 10, Page 603, Miscellaneous Records, Sarpy County, Nebraska.

TSF-382 Henry Bestman to Socony-Vacuum Oil Company, Inc., dated February 28, 1941, granting a right of way over the E/2 NE/4, Section 16-T13N-R12E, recorded in Book 10, Page 456, Miscellaneous Records, Sarpy County, Nebraska.

Henry Bestman to Socony-Vacuum Oil Company, Inc., dated July 15, 1941, granting a Catholic Unit Permit in E/2 NW/4, Section 16-T13N-R12E, recorded in Book 11, Page 78, Miscellaneous Records, Sarpy County, Nebraska.

TSF-383 Jacob Tex, et al to Socony-Vacuum Oil Company, Inc., dated July 11, 1941, granting a right of way over part of SE/4, Section 9-T13N-R12E lying South of the Chicago, Rock Island and Pacific RR, recorded in Book 10, Page 612, Miscellaneous Records, Sarpy County, Nebraska.

TSF-385 F. I. Reis, et al to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over part of NE/4 and part of SE/4 all in Section 9-T13N-R12E, recorded in Book 10, Page 470, Miscellaneous Records, Sarpy County, Nebraska.

R/W No.

TSF-386

William H. Melcher, Guardian for William C. Melcher, Minor to Socony-Vacuum Oil Company, Inc., dated February 21, 1941, granting a right of way over SE/4, Section 4-T13N-R12E, recorded in Book 10, Page 483, Miscellaneous Records, Sarpy County, Nebraska.

TSF-387

John H. Doebken, et ux to Socony-Vacuum Oil Company, Inc., dated April 22, 1941, granting a right of way over NE/4 SW/4, Section 4-T13N-R12E, recorded in Book 10, Page 571, Miscellaneous Records, Sarpy County, Nebraska.

TSF-388

Fre. Ohrt, et ux to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over NW/4, Section 4-T13N-R12E, and SE/4 SW/4 and SW/4 SE/4, Section 33-T14N-R12E, recorded in Book 10, Page 496, Miscellaneous Records, Sarpy County, Nebraska.

TSF-389

John H. Schram, et ux to Socony-Vacuum Oil Company, Inc., dated July 9, 1941, granting a right of way over NE/4 SW/4 and NW/4 SE/4, Section 33-T14N-R12E, recorded in Book 10, Page 609, Miscellaneous Records, Sarpy County, Nebraska.

TSF-390

John H. Schram to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over NE/4 SW/4 and NW/4 SE/4, Section 33-T14N-R12E, recorded in Book 10, Page 484, Miscellaneous Records, Sarpy County, Nebraska.

TSF-391

Mike Schram to Socony-Vacuum Oil Company, Inc., dated February 22, 1941, granting a right of way over S/2 NE/4 and SE/4 NW/4, Section 33-T14N-R12E, recorded in Book 10, Page 469, Miscellaneous Records, Sarpy County, Nebraska.

TSF-393

Tony Schram, et al to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over NE/4 NW/4 and NW/4 NE/4, Section 33-T14N-R12E, recorded in Book 10, Page 471, Miscellaneous Records, Sarpy County, Nebraska.

TSF-394

Sophie Wittmuss, et vir to Socony-Vacuum Oil Company, Inc., dated February 28, 1941, granting a right of way over SW/4, Section 28-T14N-R12E, recorded in Book 10, Page 476, Miscellaneous Records, Sarpy County, Nebraska.

TSF-395

Jane Schobert to Socony-Vacuum Oil Company, Inc., dated June 24, 1941, granting a right of way over W/2 NW/4, Section 28-T14N-R12E, recorded in Book 10, Page 583, Miscellaneous Records, Sarpy County, Nebraska.

Jane Schobert by Daniel R. Schobert, her attorney-in-fact to Socony-Vacuum Oil Company, Inc., dated February 22, 1941, granting a right of way over parts of Sections 21 and 28-T14N-R12E, recorded in Book 10, Page 486, Miscellaneous Records, Sarpy County, Nebraska.

TSF-396

Daniel R. Schobert, et ux to Socony-Vacuum Oil Company, Inc., dated May 8, 1941, granting a right of way over NE/4 Section 29-T14N-R12E, recorded in Book 10, Page 533, Miscellaneous Records, Sarpy County, Nebraska.

Daniel R. Schobert, et ux to Socony-Vacuum Oil Company, Inc., dated July 18, 1941, granting Gate Valve Permit over SE/4, Section 29-T14N-R12E, recorded in Book 11, Page 77, Miscellaneous Records, Sarpy County, Nebraska.

William J. Richner to Socony-Vacuum Oil Company, Inc., dated March 3, 1941, granting a right of way over SE/4, Section 20-T14N-R12E, recorded in Book 10, Page 460, Miscellaneous Records, Sarpy County, Nebraska.

SARPY COUNTY, NEBRASKA

57-31D

R/W No.

TSF-397

Elmer Weiss, et ux to Socony-Vacuum Oil Company, Inc., dated March 3, 1941, granting a right of way over SW/4, Section 20-T14N-R12E, recorded in Book 10, Page 475, Miscellaneous Records, Sarpy County, Nebraska.

TSF-398

Mary E. Schneekloth, et al to Socony-Vacuum Oil Company, Inc., dated March 3, 1941, granting a right of way over NW/4 Section 20-T14N-R12E, recorded in Book 10, Page 464, Miscellaneous Records, Sarpy County, Nebraska.

TSF-400

Fred Peters, et ux to Socony-Vacuum Oil Company, Inc., dated July 16, 1941, granting a right of way over 71.12 acres more or less in SW/4 Section 17-T14N-R12E, recorded in Book 10, Page 616, Miscellaneous Records, Sarpy County, Nebraska.

Annie Peters, et vir to Socony-Vacuum Oil Company, Inc., dated February 27, 1941, granting a right of way over S/2 SW/4 and E/2 NW/4 and NE/4 SW/4 Section 17-T14N-R12E, recorded in Book 10, Page 467, Miscellaneous Records, Sarpy County, Nebraska.

Fred Peters, et ux to Socony-Vacuum Oil Company, Inc., dated August 31, 1946, granting a right of way over 71.12 acres more or less in SW/4 Section 17-T14N-R12E, recorded in Book 13, Page 202, Miscellaneous Records, Sarpy County, Nebraska.

TSF-400

Fred Peters to Mobil Pipe Line Company, dated September 3, 1964, granting a right of way over 71.12 acres lying South of Papillion Creek in SW/4, Section 17-T14N-R12E, recorded in Book 34, Page 135, Miscellaneous Records, Sarpy County, Nebraska.

TSF-402

Caroline Boman to Socony-Vacuum Oil Company, Inc., dated February 27, 1941, granting a right of way over W/2 NW/4 and NW/4 SW/4 lying North of the Creek, Section 17-T14N-R12E, recorded in Book 10, Page 455, Miscellaneous Records, Sarpy County, Nebraska.

94-14186

RELOCATION AND REIMBURSEMENT AGREEMENT

This Relocation and Reimbursement Agreement ("Agreement") is made and entered into and effective this 20th day of May, 1994, by and between WILLIAMS PIPE LINE COMPANY (herein "WILLIAMS"), a Delaware corporation, whose mailing address is P.O. Box 3448, Tulsa, Oklahoma, and the County of Sarpy, in the State of Nebraska, a Nebraska municipal corporation whose mailing address is 15100 South 84th Street, Papillion, Nebraska 68128, (herein "the COUNTY").

WITNESSETH:

WHEREAS, WILLIAMS is the owner of one six-inch petroleum products pipeline known as the #2-6" (herein "the Pipeline"), and easements (herein "Easements") for pipelines in the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 12 East, Sarpy County, Nebraska, by virtue of that certain Right of Way Agreement executed by Mary E. Schneekloth and Fred Schneekloth, wife and husband, and Fred J. Hagedorn and Antonette R. Hagedorn, wife and husband, and filed for record March 11, 1941 in the office of the Register of Deeds of Sarpy County, Nebraska, in Book 10 of Misc. at Page 464, and by virtue of that certain Pipe Line license executed by Missouri-Pacific Railroad Corporation recorded as instrument number 26842 in the records of the Register of Deeds of Sarpy County, Nebraska, which has been assigned to Williams Pipe Line Company, and in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, Township 14 North, Range 12 East, Sarpy County Nebraska, by virtue of that certain Right-of-Way Agreement executed by Annie Peters and Fred Peters, wife and husband, and filed for record March 11, 1941 in the office of the Register of Deeds of Sarpy County, Nebraska in Book 10 of Misc. at Page 467;

WHEREAS, certain property within the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, and the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 12 East, Sarpy County, Nebraska, will be within an area effected by construction by the County of Sarpy, to relocate Giles Road, in Omaha, Nebraska;

WHEREAS, the COUNTY has full responsibility for this project, known as NDOR Project number RS-BRS-3790(1), NDOR C.N. 20682, and TSA Project No. 316901.

WHEREAS, this project will effect the operation of the Pipeline, and, as a result, the COUNTY desires WILLIAMS to relocate approximately 160 linear feet of the Pipeline as shown on the WILLIAMS Drawing No. S-6776 attached hereto and marked "Exhibit A"; and

WHEREAS, WILLIAMS, under the terms hereinafter stated, is willing to evaluate the construction project and to relocate the Pipeline to accommodate said project, provided the COUNTY reimburses WILLIAMS for all of its actual costs, both direct and indirect, of making such modifications.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, WILLIAMS hereby agrees to relocate the Pipeline in accordance with the WILLIAMS Drawing No. S-6776 attached and marked "Exhibit A" and incorporated herein subject to the following terms and provisions:

1. The COUNTY agrees that the WILLIAMS Drawing No. S-6776 "Exhibit A," represents the work requested of WILLIAMS.
2. The total cost of the relocation of the Pipeline is estimated

AFF-8413.DOC

Proof	_____
D.E.	_____
Ver.	_____
File	_____
Checked	_____
Fee \$	50.50

Page 1

HWY Project RS-BRS-3790(1)
Papillion NW Giles Rd.
Sarpy County, Nebraska AFF 8413

14186

94-14186A

to be Sixty Three Thousand, Six Hundred Seventy Seven and no/100 Dollars (\$63,677.00) as shown on the Cost Estimate attached and marked "Exhibit B." Final actual costs may be more or less than such estimate, which shall not be construed as a limitation of the COUNTY's liability for reimbursement for costs for such work. WILLIAMS shall promptly provide notice to the COUNTY if it becomes obvious to WILLIAMS that the final actual costs will exceed the foregoing by more than 10 percent (10%). The COUNTY shall bear 100% of the final actual costs.

3. The COUNTY agrees to bear all direct and indirect costs reasonably incurred by WILLIAMS and relating to any construction by WILLIAMS hereunder, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes and legal fees relating to the engineering and relocation of the Pipeline to accommodate this project. The COUNTY recognizes that WILLIAMS may use one or more contractors to perform the relocation. The COUNTY represents that it has been officially authorized by a resolution of the County Commission (a copy of which has been furnished to WILLIAMS) to enter into this Agreement with WILLIAMS and to carry out the terms thereof, and that no other authority is legally necessary to make this Agreement a binding obligation of the COUNTY after execution by whose title is and who is duly acting for the COUNTY in these premises.
4. Within 120 days following the completion of this project, WILLIAMS shall make an accounting of final actual costs and provide the COUNTY an invoice of the same. The COUNTY shall pay the full amount within thirty (30) days after receipt of the final invoice.
5. The COUNTY and WILLIAMS mutually agree that all operations and work performed by the COUNTY above or adjacent to the Pipeline shall be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and conditions that may be reasonable imposed by WILLIAMS from time to time.
6. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to WILLIAMS by the COUNTY, at least 48 hours in advance of commencement of any work on or adjacent to the Pipeline, excepting only cases of emergency. Said notice shall be given to the Manager of Operations, Rick Fahrenkrog, Southern Region, 10200 W. 75th St., Suite 270, Shawnee Mission, Kansas, 66204, telephone (913) 677-2166.
7. In the event that the COUNTY or WILLIAMS breaches any of the terms, covenants or provisions of this Agreement, and either party commences litigation to enforce any provisions of this Agreement or of the aforesaid easements, the cost of attorneys' fees and the attendant expenses will be payable to the prevailing party. Such payment shall be pro rata of the recovery of the total amount alleged due the complaining party.
8. The COUNTY shall indemnify, save, hold harmless, and at WILLIAMS option, defend WILLIAMS, its affiliated companies and their directors, officers, employees, and agents from any and all claims, demands, costs (including without limitation, reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings of injury or death to persons or damage or loss to property, environmental damages, or other business losses, including those made or incurred by WILLIAMS or its affiliated companies

94-141868

and their directors, officers, employees, or agents, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, or removal of the COUNTY'S facilities except those arising from WILLIAMS' negligence.

9. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference.
10. Williams agrees that any work to be done under this agreement by someone other than Williams itself shall be contracted for in accordance with the provisions of Federal-Aid Policy Guide 23 CFR 645A and 23 CFR 645B, as referenced in Section 1 of this agreement.
11. Williams shall comply with and require anyone performing work under this agreement other than Williams itself to comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49-CFR 21 and 49-CFR 27, as set forth in the attached Exhibit "A", which is hereby made a part of this agreement.
12. Williams agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §48-1126 (Reissue 1988), as amended, and the same are incorporated herein by this reference.
13. Williams agrees that it and any contractor or subcontractor engaged under this agreement will fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-610 through 48-671 (Reissue 1988), as amended, and the same are incorporated herein by this reference.
14. The COUNTY agrees that liabilities (including but not limited to any such liabilities arising under the laws and regulations relating to protection of the environment), expenses and costs, if any, WILLIAMS has, had, shall or may have, shall be paid or reimbursed by the COUNTY, or its successor or assigns, TO THE EXTENT that such liabilities are, were or shall be aggravated, exacerbated, compounded, contributed to or caused by the COUNTY, its contractors, agents, assigns or successors, as a result of any work or actions taken on behalf of the COUNTY on the property.
15. All relocation work performed by WILLIAMS, its employees, agents, contractors or subcontractors under this agreement shall be done in a good and workmanlike manner.
16. WILLIAMS shall use due diligence in performing the relocation of the Pipeline, weather permitting.
17. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the relocation of the Pipeline by and between WILLIAMS and the COUNTY.
18. The terms of this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

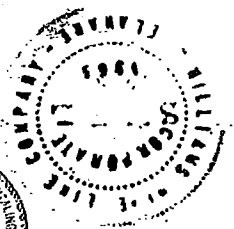
94-14186C

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

WILLIAMS PIPE LINE COMPANY

By: Steven S. Ball
Steven S. Ball, Senior Vice
President & General Manager

DATE: June 1, 1994



Seal:

COUNTY OF SARPY

Attest: [Signature] BY: Bob Bulman
Vice Chairman



By: County Clerk

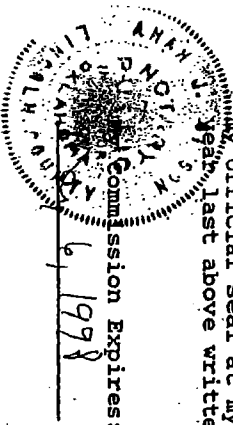
Approved as Attorney DATE: May 24th 1994
County Attorney

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

On this 1st day of June, 1994, before me appeared Steven S. Ball being by me duly sworn did say that he it the Senior Vice President and General Manager of Williams Pipe Line Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Steven S. Ball acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public



94-1418610

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

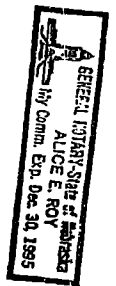
On this 24th day of May, 1994,
before me appeared Bob Melman,
to me personally known, who, being by me duly sworn, did say that
he is Vice Chairman - Board of Commissioners of THE COUNTY OF SARPY,
a Nebraska municipal corporation and that the seal affixed to the
foregoing instrument is the official seal of said corporation, and
that said instrument was signed and sealed in behalf of said
corporation by authority of its city administrator and acknowledged
said instrument to be the free act and deed of said corporation.

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

Alice E. Roy
Notary Public

My Commission Expires:

December 30, 1995



This instrument was drafted by
Williams Pipe Line Company,
a Delaware Corporation,
P.O. Box 3448
Tulsa, Oklahoma 74101

FILED
INSTRUMENTS
94-14186
94 JUN 23 PM 12:26
Cecil E. Edwards
REGISTER OF DEEDS

97.14186E

REFERENCE DRAWINGS

- STD-1005 FENCE RESTORATION
- STD-1010 TRENCH AND BACKFILL REQUIREMENTS
- STD-1030 TEMPERATURE RECORDER PLACEMENT
- STD-1045 ELECTROLYSIS TEST STATION INSTALLATION
- STD-1045B CATHODIC PROTECTION TEST STATION STANDARDS
- STD-1050 TEST LEAD WIRE INSTALLATION DETAILS
- STD-1050A CATHODIC PROTECTION CABLE CONNECTION TO PIPELINE
- STD-1055A METHOD OF APPLYING TAPECOAT HD30 TAPE, HD TAPE & TC MASTIC
- STD-1075A ROAD CROSSING WITHOUT CASING
- ISA-116-30 TOPEKA - SIOUX FALLS ALIGNMENT SHEET (1"=1000')

PIPE REQUIREMENTS

290 FT. 6.625"O.D. x 0.250"W.T., X42, MAIN LINE PIPE

PRESSURE TEST REQUIREMENTS

PRESSURE TEST NEW PIPE TO:
2875 PSI

PROF

EXISTING W.P.L.

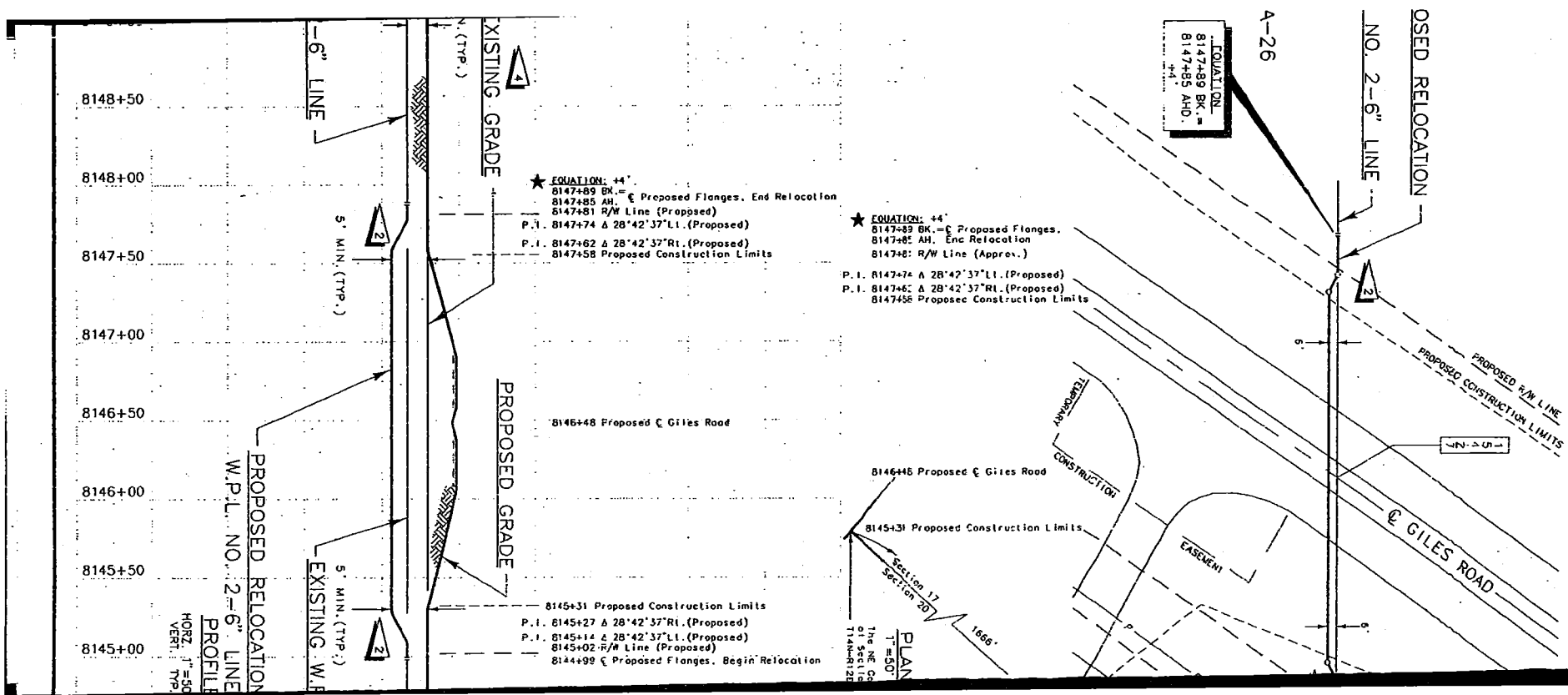
116-S

EXISTING W.P.L. NO. 2

SARPY

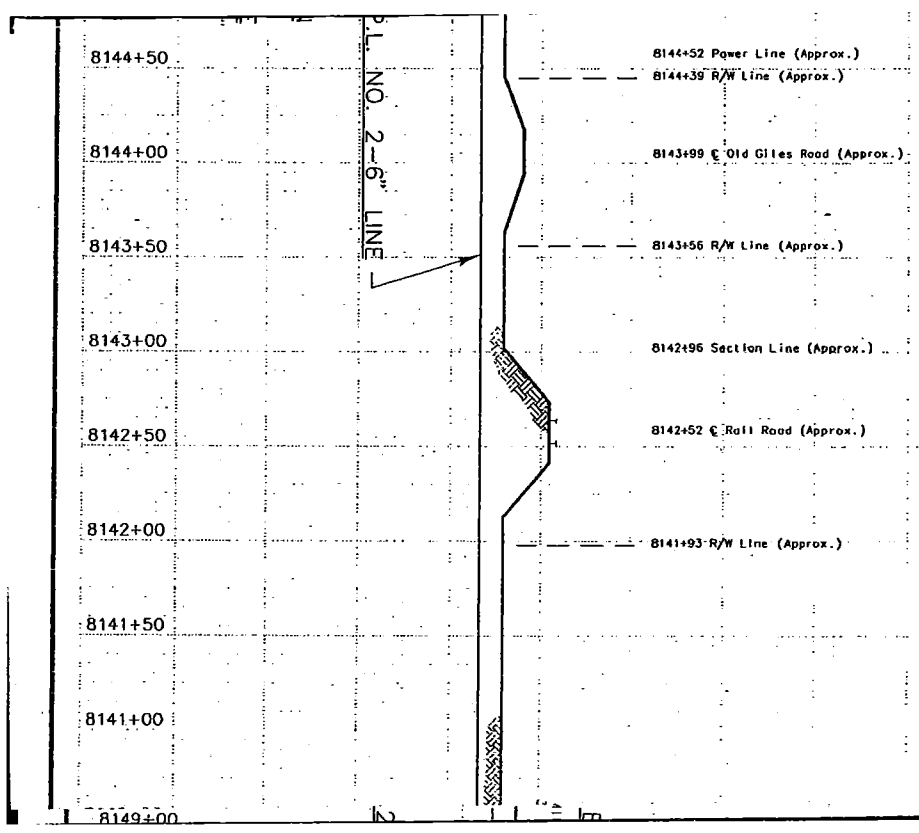
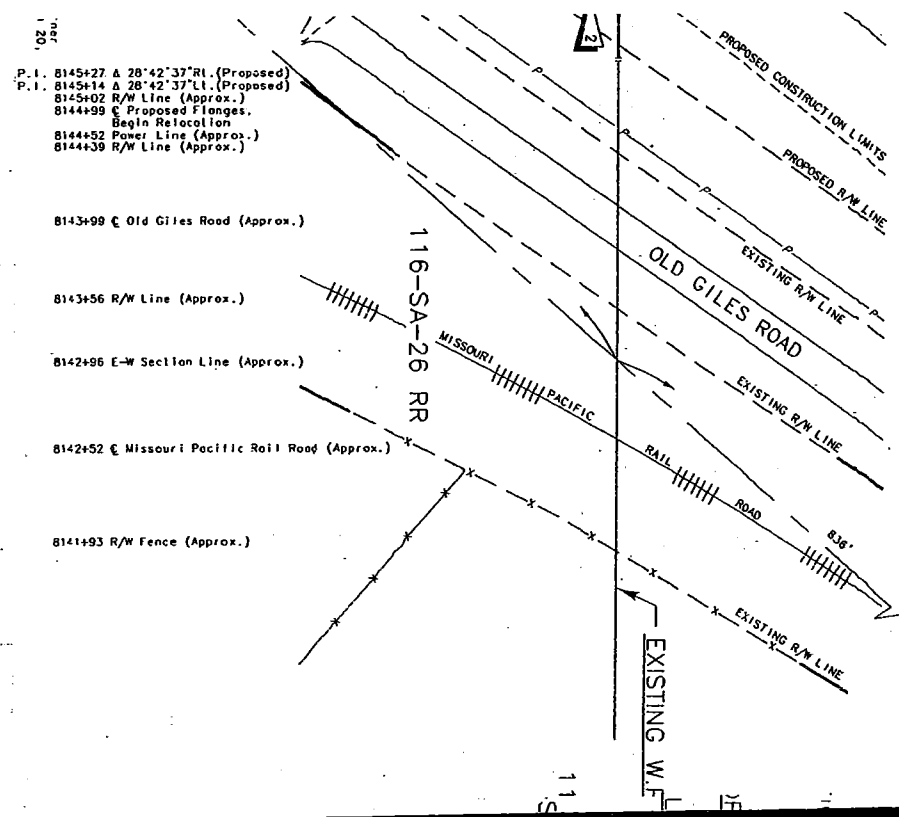
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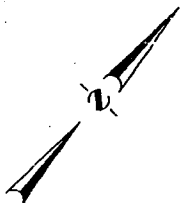


ITY,
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NEBRASKA

94-141866

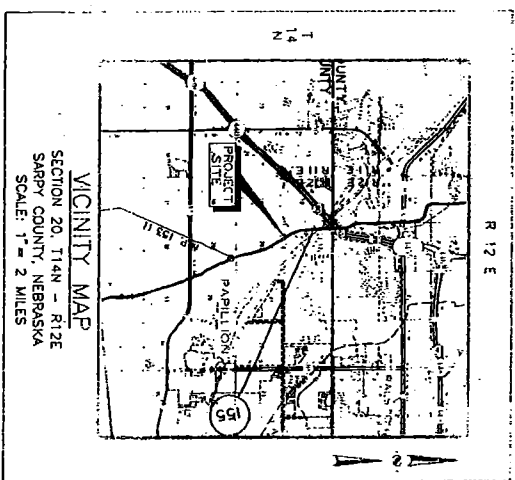


9-1-141864



3 L. NO. 2-6" LINE

6-SA-26



NOTES.

1. INFORMATION TAKEN FROM:
NEBRASKA STATE DEPT. OF ROADS, PLANS FOR CONSTRUCTION,
DATED: 9/22/93
2. USE 20' PREFABRICATED BENDS AT THIS POINT
TO OBTAIN PROPER DEPTH AND ALIGNMENT OF PIPE.
3. EXISTING PIPE TO BE REMOVED.
4. NO PROFILE INFORMATION AVAILABLE. ALL DEPTHS
TO BE FIELD VERIFIED.
5. LOWER PIPE TO PROVIDE 3' COVER OVER STOPPLE FITTINGS.

TOPEKA - SIOUX FALLS
L.S. 118, M.P. 118.21



EXHIBIT A

WILLIAMS PIPE LINE COMPANY INC.

DATE OF THE FILING: 05/01/94

PROPOSED RELOCATION OF
NO. 2-6" LINE AT M.P. 154.27 CROSSING
GILES ROAD

SARPY COUNTY, NEBRASKA	DATE	4/18/94	AS SHOWN	DATE	8/13
DESIGNED BY	STING	4/18/94	SCALE	AS SHOWN	DATE
CHECKED BY	MA8	4/18/94			
PROJECT NO.	JM4	5/19/94			
SECTION NO.					
APP. NO.	1				

DRAWING NUMBER
S-6776

1

94-14186 I

PROJECT ESTIMATE
REVISION #1

AFE: > 8413

LOCATION: NO. 2-6th LPG TOPEKA-SIOUX FALLS
COUNTY AND STATE: SARPY COUNTY, NEBRASKA
DISTRICT: SOUTHERN REGION, DISTRICT C
PROJECT DESCRIPTION: HWY PROJ RS-BRS-3790(1) PAPILLION NW GILES RD.
TRACTS 116-SA-24, 116-SA-25R & 116-SA-26

REQUESTED BY: HOMER WARD
ESTIMATED BY: DAVID WHITEHEAD/JCM
PROJECT MANAGER:
ENGR MANAGER: LORENZO HILL
DATE REQUESTED:
DATE PREPARED: 5/17/94

CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	TOTAL
120	200	LF	LINE PIPE, 6.625" OD .250 WT SMLS X42	8	1,600	1,600
130	4	EA	SIX INCH FACTORY BENDS	550	2,200	2,200
140	1	DAY	INSTALLATION	4,000	4,000	
	3	DAY	EXCAVATION	4,000	12,000	
	1	LOT	PIPE INSTALLATION	10,000	10,000	
	1	DAY	STOPPLE SERVICE, TDW	2,000	2,000	
	1	DAY	TIE IN	4,000	2,000	
	0.5	DAY	BLOW DOWN	4,000	2,000	
	0.5	DAY	BACKFILL AND COMPACTION	4,000	2,000	
	1	DAY	PRESSURE TEST	4,000	4,000	
	4	DAY	X-RAY	2,000	2,000	
			BORE ROAD	500	5,000	43,000
150	160	LF	PIPE COATING	2	320	320
			TAPE & MASTIC			
160	1	EA	CATHODIC PROTECTION TEST LEADS	100	100	100
200	1	LOT	FIELD LABOR, DRAIN UP	1,000	1,000	1,000
950	60	HR	ENGINEERING AND DRAFTING	40	3,600	
	1	LOT	EXPENSES	2,400	2,400	6,000
955	40	HR	SURVEY	60	2,400	
			INSPECTION	250	1,750	2,400
960	7	DAYS				1,750
970	1,000	%	EMPLOYEE BENEFITS	26.60%	260	260
980	1,000	%	FIELD SUPERVISION	55.56%	555	555
990	59,185	%	ADMINISTRATIVE COSTS	7.59%	4,492	4,492
TOTAL COSTS						63,677
100% REIMBURSABLE						

44-14186 I B 23

FILED SAPPY CO. NE
INSTRUMENT NUMBER

2005-15447

2005 MAY 12 AM 11:29

Deane D. Andrews
REGISTER OF DEEDS

COUNTER 14
VERIFY CH
PROOF DE

FEES \$ 27.50

CHECK# 36072498642

CHG CASH
REFUND CREDIT
SHORT NCR

This instrument was drafted by Enterprise Products Operating LP - Operator of Magellan pipeline- 2727
North Loop West - Houston, TX 77008

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into by and between Magellan Pipeline Company, L.P. (formerly known as Magellan Pipeline Company, LLC prior to name change effective September 9, 2004, and, formerly known as "Williams Pipe Line Company, LLC" prior to a name change effective as of September 1, 2003), a Delaware limited partnership, whose address is P. O. Box 22186, Tulsa, Oklahoma 74121-2186 (hereinafter called "MPL"), and GORDO-79, L.L.C., a Nebraska limited liability company, whose address is 12925 Dodge Road, Omaha, Nebraska 68154(hereinafter referred to as "Landowner"),

WITNESSETH:

WHEREAS, MPL is the owner of certain pipelines and appurtenances, (hereinafter referred to as "Facilities") and the right for future Facilities by virtue of an easement covering tracts of land as described on the following instruments:

By virtue of a certain Right of Way Agreement from Mary E. Schneekloth and Fred Schneekloth, her husband, Fred J. Hagedorn and Antonette E. Hagedorn, his wife, dated March 3, 1941, filed for record on March 11, 1941, and recorded in the Register of Deeds Office of Sarpy County, Nebraska in Book 10 at Page 464, and by Right of Way Agreement from Annie Peters and Fred Peters, her husband, dated March 11, 1941, filed for record on March 11, 1941 and recorded in the Register of Deeds Office of Sarpy County, Nebraska in Book 10 at Page 467, and by Right of Way Agreement from Fred Peters and Annie Peters, his wife, dated July 17, 1941, filed for record July 24, 1941 and recorded in the Register of Deeds Office of Sarpy County, Nebraska in Book 10 at page 616, and by Assignment of Agreement filed for record on June 14, 1960 and Recorded in the Register of Deeds Office of Sarpy County, Nebraska in Book 26 at Page 126, and by Assignment of Agreement dated October 31, 1983, filed for record on January 18, 1984, and Recorded in the Register of Deeds Office of Sarpy County, Nebraska in Book 57 at Page 31, and by Partial Release and Encroachment Agreement dated April 24, and June 28, 1999, filed for

record on September 27, 1999, and Recorded in the Register of Deeds Office of Sarpy County, Nebraska, Instrument Number 99-030111 (hereinafter referred to as "Easement"); and

WHEREAS, LANDOWNER has represented to MPL that it owns a tract of land described as follows:

§ 24
Lots 1, 2, 3 and 4 in Brook Valley II Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

WHEREAS, LANDOWNER desires to construct paved parking, sidewalks, curbing and landscaping, which shall encroach on the Easement, (herein "Encroachment") and

WHEREAS, MPL and LANDOWNER agree that the existence of the Encroachment: (a) conflicts with the purpose and character of the Easement; and (b) unreasonably interferes with and obstructs MPL's rights, obligations and abilities to operate, maintain, re-lay and access the Pipeline; and

WHEREAS, LANDOWNER desires to obtain MPL's consent to encroach on the Easement and Pipeline; and

WHEREAS, MPL, under the terms hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, MPL hereby agrees to accommodate the Encroachment subject to the following terms and conditions:

1. Construction parameters: Construction activity of any kind, including but not limited to equipment movement, materials storage and digging, which take place within the easement will require 48 hours prior notice to Nebraska One Call @ 1-800-331-5666. A MPL representative must be present during any of the aforementioned construction activities to ensure the safety of the Pipeline. The presence of MPL's representative shall not relieve LANDOWNER of any liability under this Agreement. A minimum of 4' of cover and a maximum of 8 feet of cover must be maintained over MPL's pipeline(s).
2. Trees shall not be permitted on the Easement. Only small shrubs, that when mature are no taller than 3' tall shall be permitted on the Easement. Shrub height shall not obstruct the view of the marker posts. Irrigation systems shall cross pipeline as close to 90 degrees as possible, but no less than 45 degrees.
3. LANDOWNER shall indemnify, save, hold harmless, and at MPL's option, defend MPL, its parent and affiliated companies and their directors, officers, employees, and agents of each such company from any and all claims, demands, costs (including

without limitation, reasonable attorneys and expert witnesses fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings for injury or death to persons or damage or loss to property, real or personal, environmental damages, or other business losses, including those made or incurred by MPL or its parent or affiliated companies and their directors, officers, employees, or agents of each such company, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, relocations, or removal of the Encroachment, except those arising from MPL's sole negligence.

4. In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes MPL to incur any cost that in any manner relates to MPL's operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline, or the clean up or handling of any spills of petroleum products, LANDOWNER, its successors or assigns, agrees to reimburse MPL for any and all such costs that would not have been incurred but for the existence of the Encroachment. LANDOWNER hereby agrees that MPL will not be held liable for any damages to the Encroachment arising from MPL's operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline.

6. MPL and LANDOWNER agree that the existence of the Encroachment does not constitute a waiver of MPL's express rights under the aforesaid Easement or any other rights which may be implied at law or equity.

7. Except as herein provided, LANDOWNER will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind, including but not limited to, privacy or chain-link fences, water wells, and septic systems, either on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written permission of MPL.


8. In the event that LANDOWNER breaches any of the terms, covenants or provisions of this Agreement, and MPL commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant expenses will be payable to MPL by LANDOWNER upon demand.

9. The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

B

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

(MPL)

 MAGELLAN PIPELINE COMPANY, L.P.
A Delaware limited partnership,
By: Magellan Pipeline GP, LLC, its General Partner

By: Richard A. Olson

Name: Richard A. Olson

Title: Vice President

Date: 3-23-05

(LANDOWNER)

GORDO, JR, L.L.C.
A Nebraska limited liability company

By: 

Name: Ray Trimble

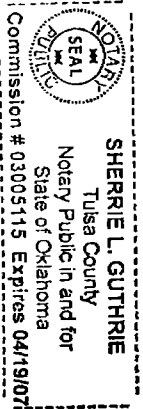
Title: President

Date: 03-07-05

2005-15447D

STATE OF)
) SS
COUNTY OF)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 23rd day of March, 2005, personally appeared Richard A. Olson, to me personally known to be the Vice President of MAGELLAN PIPELINE GP, L.L.C., Delaware limited liability company, who being duly sworn did acknowledge to me that he executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

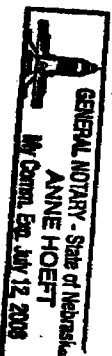


Sherrie L. Guthrie
Notary Public

My commission expires:
4-19-07

SHERRIE L. GUTHRIE

STATE OF Nebraska
COUNTY OF Douglas)
) SS



Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 7th day of March, 2005 personally appeared Raymond, to me personally known to be the President of GORDO-79, L.L.C., Nebraska limited liability company, who being duly sworn did acknowledge to me that he executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Anne Hoeft
Notary Public

My commission expires:
July 12, 2008