

Pottawattamie County, IA 2011-001557  
Recorder John Sciortino  
Book-Page: 2011-001557  
File Time: 02/01/2011 @ 09:39:47 AM  
Rec-\$25.00 Aud-\$5.00 RMA-\$1.00 ECM-\$3.00  
Current Transfer Tax Paid: \$4914.40



R Fee 25.00

A Fee 5.00

T Tax 4914.40 COMPARED

Above Space for Recorder's Use:

This document prepared by:

Raymond J. Fehringer, Esquire  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
(402) 346-6000

After recording mail to:

Jerry Pollard, Esq.  
505 Broadway Avenue  
Yankton, SD 57078

Parcel No. 754421351004

Name and address of person(s)  
responsible for taxes

Mr. Steven Slowey  
c/o Slowey Construction, Inc.  
2210 West 31st Street  
P.O. Box 113  
Yankton, SD 57078

Grantee name and address:

Mr. Steven Slowey  
c/o Slowey Construction, Inc.  
2210 West 31st Street  
P.O. Box 113  
Yankton, SD 57078

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this 20<sup>th</sup> day of January, 2011 between **KEYSTONE PROPERTIES III, L.L.C.** ("Grantor"), whose address is 501 S. 13<sup>th</sup> Street, Omaha, NE 68102 and **STEVEN SLOWEY** ("Grantee"), whose address is c/o Slowey Construction, Inc., PO Box 113, 2510 West 31<sup>st</sup> Street, Yankton, SD 57078.

WITNESSETH:

WHEREAS, on March 22, 2010, Grantor, as debtor, filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Iowa (the "Bankruptcy Court"); and,

WHEREAS, on November 12, 2010 Grantor filed a Motion for Entry of Orders Approving Asset Purchase Agreement and Authorizing the Sale Free and Clear of All Liens, Claims and Encumbrances and Interests (the "Motion for Sale") with the Bankruptcy Court, seeking to sell certain real property to Grantee with a **legal description** as follows:

See Exhibit "A" attached hereto and made a part hereof (the "Premises"); and,

After Recording Return To:  
PROFESSIONAL TITLE  
222 S. 15TH ST # 249N  
OMAHA NEBRASKA 68102

RETURN ENVELOPE

NE 101638  
Planned 4/12

WHEREAS, the Bankruptcy Court entered an Order on [January \_\_, 2011] confirming the Motion for Sale (the "Order"); and,

WHEREAS, pursuant to the Order, the Grantor is authorized and empowered to effect a conveyance of the Premises by completing this Deed and taking all other steps to complete such conveyance.

KNOW ALL MEN BY THESE PRESENTS: That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, WARRANT AND CONVEY to Grantee the Premises, consisting of all that certain parcel of land more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all of Grantor's right, title and interest, if any, in and to all streets and roads abutting the said parcel or parcels.

TOGETHER WITH all buildings, structures, fixtures and improvements now located on the Premises, whether below or above grade level (all such buildings, structures, fixtures and improvements being collectively referred to as the "Improvements"), which are intended to be and remain real property and to be and remain the sole and exclusive property of Grantee and its successors and assigns.

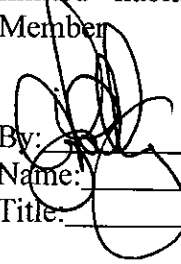
Grantor hereby binds itself and its successors to warrant and forever defend the right and title to the Premises and the Improvements unto Grantee, its successors and assigns, against the lawful claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to those matters listed on Exhibit B attached hereto and made a part hereof..

The designations "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed under seal by its duly authorized representative as of the day and year first written above.

KEYSTONE PROPERTIES III, L.L.C,  
a Nebraska limited liability company

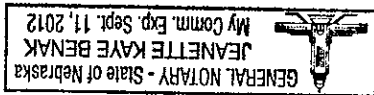
By: Keystone Group, L.L.C., a Nebraska limited liability company, its Managing Member


By:   
Name: LARRY RICHLING  
Title: MGR - OWNER

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2011, by Larry Richling, the Mgr-owner of Keystone Group, L.L.C., the managing member of Keystone Properties III, L.L.C., a Nebraska limited liability company, on behalf of the company.

(Seal and Expiration Date)



  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **Hotel Parcel**

Lots 11 and 12, Owen Parkway, a Subdivision, as surveyed, platted and recorded in Pottawattamie County, Iowa. EXCEPT THAT part of Lot 12 described as follows:

Beginning at the 1" open top pipe at the east corner of said Lot 12; thence South  $35^{\circ}00'04''$  West (bearings referenced to the Final Plat of Owen Parkway) for 131.92 feet along the southeast line of said Lot 12 to a  $5/8''$  rebar with  $1\ 1/4''$  yellow plastic cap stamped LS 12089; thence North  $54^{\circ}49'13''$  West for 144.75 feet to a  $5/8''$  rebar with  $1\ 1/4''$  yellow plastic cap stamped LS 12089; thence North  $03^{\circ}23'33''$  West for 77.92 feet along the extended centerline of the existing storm sewer to the north line said Lot to a  $5/8''$  rebar with  $1\ 1/4''$  yellow plastic cap stamped LS 12089; thence North  $87^{\circ}48'00''$  East for 116.30 feet along said north line to a 1" open top pipe at an angle point therein; thence South  $55^{\circ}02'46''$  East for 100.50 feet along said north line to the point of beginning.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. All those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the title insurance policy issued to Grantee by Commonwealth Land Title Insurance Company in connection with the conveyance hereby.
2. Cross Access and Parking Easement Agreement dated as of January 21, 2011 between Grantor and Hollywood Diner 1, LLC.