

\$ 106.50

City of Lincoln, NE.  
City Engineer  
Oct 25 4 22 PM '97

INST. NO 97

044995

BLOCK  
CODE  
CHECKED  
ENTERED  
EDITED

AGREEMENT FOR CONSTRUCTION OF WATER LINE

This Agreement is entered into between Whitehead Oil Company (Whitehead), John M. Campbell, Jr., and Dorothy B. Campbell (Campbell), Dial Realty Corp. (Dial) A. Irene Hansen (Hansen), Nebraska Title, Trustee of the Pierson Trust (Trust), and Roger Berner, Trustee of the Berner Family Trust (Berner).

1. Real Estate Ownership: Whitehead is the owner of the real estate described on attached Exhibit "A". Campbell is the owner of the real estate described on attached Exhibit "B". Hansen is the owner of the real estate described on attached Exhibit "C", and Dial is the contract purchaser of the real estate described on attached Exhibit "C". Trust is the owner of the real estate described on attached Exhibit "D". Berner is the owner of the real estate described on attached Exhibit "E".

2. Need for Water Service: None of the real estate described on attached Exhibits "A", "B", "C", "D" or "E" is currently within the city limits of the City of Lincoln, Nebraska (City), or served by a water service line. A City water line exists at the northwest corner of the intersection of North 27th and Fletcher Streets. Extension of the existing line is necessary to provide water service to all of the property described on Exhibits "A", "B", "C", "D" and "E".

3. Easement: The extension of the water line shall be accomplished along the west side of the 27th Street right-of-way for a distance of approximately 6,528 feet to a point near the northernmost access to 27th Street on the Campbell property, as shown on Exhibit "F". Campbell and Trust agree to dedicate to the City of Lincoln a 7-foot wide permanent easement along the East boundary of their respective properties for construction and maintenance of the water line.

4. Size of Water Main: The City of Lincoln has determined that a 16-inch water line is necessary to provide adequate pressure and fire protection.

5. Estimated Cost of Construction: The cost of construction has been estimated by Olssen Associates to be approximately \$50 per linear foot, including pipe, fire hydrants, engineering fees of Olssen Associates, and City engineering and inspection fees, for a total of \$140,000. The estimated cost is believed to be accurate, but the actual cost of construction may vary from the estimate.

6. Cost Sharing: The City of Lincoln has agreed to pay the difference between the cost of an 8-inch water line and a 16-inch water line, or approximately 50 percent of the total cost of the project.

The balance of the cost, or the equivalent of the cost of an 8-inch water line, shall be divided among the parties. The method of division of the cost among the parties shall be

Pierson, Fitchett, Hunziker  
530 S. 13, Suite B  
Box 95109  
Lincoln 68508

based generally upon the linear frontage of each parcel of land which abuts the new water line, with the exception of the Dial/Hansen property, which has no direct frontage, but which will benefit substantially from the construction of the water line. For the purpose of allocating construction costs of the water line, it will be assumed that the Dial/Hansen property will benefit in amount equivalent to having 1,750 feet of frontage abutting the water line, and the costs shall be divided prorata among the parties on that basis. A schedule of the estimated cost responsibilities of each parties is as follows:

<u>Property Owner</u>	<u>Linear Feet</u>	<u>Percentage of Total</u>	<u>Dollar Amount</u>
Whitehead	1,650	25.3	\$17,690
Campbell	1,000	15.3	10,710
Dial/Hansen	1,750	26.8	18,765
Trust	1,150	17.6	12,330
Berner	1,150	9.3	6,540
Lincoln Electric System	<u>328</u>	<u>5.6</u>	<u>3,950</u>
Totals	6,528	100.00	\$70,000

The share of Lincoln Electric System may or may not be paid by Lincoln Electric System and/or the City of Lincoln. If Lincoln Electric System and the City of Lincoln refuse to bear any portion of the cost of construction of the water line, the Lincoln Electric System share shall be redistributed among the parties to this Agreement prorata based upon the linear feet of frontage (actual or assumed) attributed to such party as set forth above.

7. Whitehead Responsibility for Construction: Whitehead shall be responsible for applying for and securing approval of an Executive Order from the City of Lincoln, Nebraska, authorizing construction of the water line.

Whitehead shall obtain bids and enter into a contract for the construction of the water line and shall make all payments for construction to the contractor directly. Upon completion of construction and acceptance of the water line by the City of Lincoln, all funds held in escrow pursuant to the Executive Order, including any interest earned thereon, shall be released to Whitehead.

8. Construction Financing: Upon being notified that the Executive Order will issue upon placing in escrow sufficient funds to guarantee construction, Whitehead shall notify all parties to this Agreement that their respective shares as set forth in paragraph 5, subject to possible adjustment for the Lincoln Electric System share, are to be paid to Pierson, Fitchett, Hunzeker, Blake & Loftis as trustee. Pierson, Fitchett, Hunzeker, Blake & Loftis is authorized to pay all funds held as trustee into an interest bearing escrow account for the purpose of providing security to the City of Lincoln for construction of the water line, pursuant to the standard practice for Executive Order construction projects (the Escrow Account). Such funds shall be due within 10 days of the date of mailing such notice.

Failure of any party to deposit such party's share within 10 days after the date of mailing such notice ("Non-Contributing Party") shall act as a prohibition to the Non-Contributing Party hooking on to or tapping into the water line until such time as the Non-Contributing Party pays the amounts set forth in paragraph 8.a., b., c., d., or e., as the case may be. Any party or

parties who have made the required deposit shall increase their deposit(s) prorata to cover the share(s) of any Non-Contributing Party within 5 days of having been notified by Pierson, Fitchett, Hunzeker, Blake & Loftis of the failure of any Non-Contributing Party to make the required deposit. Contributing parties shall have no legal cause of action against any Non-Contributing Party pursuant to this Agreement for amounts due from the Non-Contributing Party until such time as the Non-Contributing Party, or their successors or assigns, request the right to hook on to or tap into the water line.

On completion of the construction of the water line, and acceptance of the same by the City, Whitehead shall certify in writing to the other parties the Final Net Cost (after giving effect to and deducting any City subsidy and/or contribution by or on behalf of Lincoln Electric System) of the construction of water line, and said Final Net Cost shall be the final number utilized in connection with the obligations of the parties hereto under paragraph 5 above.

If the Final Net Cost of construction of the water line is less than or equal to the total principal amount in the Escrow Account, then Whitehead shall be entitled to distribution of the sum equal to the Final Net Cost upon obtaining release of the Escrow Account from the City. If the Final Net Cost is less than the principal amount in the Escrow Account, any excess sum shall be distributed prorata to the contributing parties. Whitehead shall be entitled to retain any interest earned on the escrow account.

If the Final Net cost of construction of the water line exceeds the principal amount in the Escrow Account, each of the contributing parties shall be responsible for a prorata share of the difference between the Final Net Cost of construction and the principal amount in the Escrow Account based upon the percentage of each contributing party's contribution to the Escrow Account. Upon receiving notice from Whitehead that the Final Net Cost of construction of the water line exceeded the principal amount in the Escrow Account, each contributing party shall, within 10 days of mailing such notice, pay their share of the excess cost of construction to Whitehead.

9. Failure to Contribute: In the event any party to this Agreement fails or refuses to pay their proportionate percentage share of the construction costs of the water line as set forth in paragraph 5 above, at the time the Escrow Account is established for the Executive Order, then such Non-Contributing Party shall not be allowed to hook on to, or tap into, the water line, until such time as the Non-Contributing Party pays to the party or parties who provided the initial financing and/or funding for the construction of the water line the following amounts:

- a. If the Non-Contributing Party is Whitehead, then Whitehead shall pay 31.3 percent of the Final Net Cost of construction of the water line, plus 10.5 percent interest, compounded annually, on said amount from the time that construction is commenced on the water line.
- b. If the Non-Contributing Party is Campbell, then Campbell shall pay 21.3 percent of the Final Net Cost of construction of the water line, plus 10.5 percent interest, compounded annually, on said amount from the time that construction is commenced on the water line.

- c. If the Non-Contributing Party is Dial/Hansen, then Dial/Hansen shall pay 32.8 percent of the Final Net Cost of construction of the water line, plus 10.5 percent interest, compounded annually, on said amount from the time that construction is commenced on the water line.
- d. If the Non-Contributing Party is Trust, then Trust shall pay 23.6 percent of the Final Net Cost of construction of the water line, plus 10.5 percent interest, compounded annually, on said amount from the time that construction is commenced on the water line.
- e. If the Non-Contributing Party is Berner, then Berner shall pay 15.3 percent of the Final Net Cost of construction of the water line, plus 10.5 percent interest, compounded annually, on said amount from the time that construction is commenced on the water line.

For example, if Whitehead and Campbell provide all funding for construction of the water line, then Dial/Hansen, Trust and Berner shall not be allowed to hook on to or tap into the water line until such time as Dial/Hansen, Trust and Berner pay to Whitehead and Campbell the amount equal to 32.8 percent, 23.6 percent, and 15.3 percent, respectively, of the cost of the construction of the water line, plus 10.5 percent interest, compounded annually, from the date of commencement of the construction of the water line. Payment by any Non-Contributing Party shall be made to the contributing party or parties prorata, based upon their respective contribution to the Final Net Cost of construction of the water line.

10. Contingency: This entire Agreement is contingent upon the following:

- a. City of Lincoln agreeing to pay the difference in cost between an 8-inch water line and a 16-inch water line, or approximately 50 percent of the total cost of the project; and
- b. The ability of Whitehead to secure an Executive Order approval from the City of Lincoln authorizing construction of the water line.

In the event of failure of either of the foregoing contingencies, this Agreement shall be void, and any sums deposited by any party shall be refunded and none of the parties shall have any liability to the others.

11. Headings: The paragraph headings of this Agreement are solely for the convenience of reference and shall not modify the terms of this Agreement.

12. Binding Effect: The Parties agree that this Agreement touches and concerns the real estate described on Exhibits "A", "B", and "C" attached and shall run with the land and be binding upon the successors in interest of the Parties.

13. Notices: Any notices required to be sent to any Party pursuant to the terms and provisions of this Agreement shall be deemed appropriately sent upon depositing the same in the United States Mail, sufficient First Class postage prepaid, addressed as follows:

- a. If to Whitehead, then to 2437 Randolph, Lincoln, Nebraska 68510, with a copy to Mark Hunzeker, P.O. Box 95109, Lincoln, Nebraska 68509.
- b. If to Campbell, then to 33 Stirrup Place, Wilton, Connecticut 06897, and to 3135 Mayflower Avenue, Lincoln, Nebraska 68502, with a copy to W. Michael Morrow, P.O. Box 83439, Lincoln, Nebraska 68501-3439.
- c. If to Dial/Hansen, then to 6900 North 27th Street, Lincoln, Nebraska 68521, with a copy to 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154, with a copy to Mark Hunzeker, P.O. Box 95109, Lincoln, Nebraska 68509.
- d. If to Trust, then to 4700 S. 98th, Lincoln, NE 68526, with a copy to Mark Hunzeker, P.O. Box 95109, Lincoln, NE 68509.
- e. If to Berner, then to 1800 Surfside Drive, Lincoln, NE 68528, with a copy to Charles Humble, 301 S. 13th Street, Suite 400, Lincoln, NE 68508-2532.

Any Party may change their address for purposes of this paragraph by written notice to all other parties hereto in the manner set forth above.

Dated: August 22, 1997.

Whitehead Oil Company

By: Mark A. Whitehead  
Mark Whitehead, President

John M. Campbell, Jr.  
John M. Campbell, Jr.

Dorothy B. Campbell  
Dorothy B. Campbell

Dial Realty Corp.

By: \_\_\_\_\_

\_\_\_\_\_  
A. Irene Hansen

Nebraska Title, Trustee of the Pierson Trust,

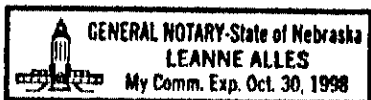
By: \_\_\_\_\_  
\_\_\_\_\_, Trustee of the Pierson Trust

\_\_\_\_\_ TRUST

By: \_\_\_\_\_  
Roger Berner, Trustee of the \_\_\_\_\_ Trust

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

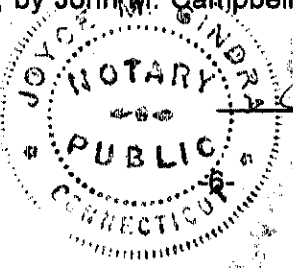
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 1997, by Mark Whitehead, President of Whitehead Oil Company, a Nebraska corporation, on behalf of the corporation.



Leanne Alles  
\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT )  
  ) ss.  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 1997, by John M. Campbell, Jr.



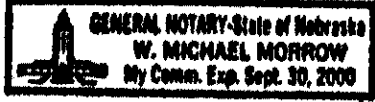
Joyce M. Gindra  
\_\_\_\_\_

JOYCE M. GINDRA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APR. 30, 1999

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 1997, by Dorothy B. Campbell.



W. Michael Morrow  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Dial Realty Corp., a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by A. Irene Hansen.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Dick Johnson, Trustee of the Pierson Trust.

\_\_\_\_\_  
Notary Public

- a. If to Whitehead, then to 2437 Randolph, Lincoln, Nebraska 68510, with a copy to Mark Hunzeker, P.O. Box 95109, Lincoln, Nebraska 68509.
- b. If to Campbell, then to 33 Stirrup Place, Wilton, Connecticut 06897, and to 3135 Mayflower Avenue, Lincoln, Nebraska 68502, with a copy to W. Michael Morrow, P.O. Box 83439, Lincoln, Nebraska 68501-3439.
- c. If to Dial/Hansen, then to 6900 North 27th Street, Lincoln, Nebraska 68521, with a copy to 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154, with a copy to Mark Hunzeker, P.O. Box 95109, Lincoln, Nebraska 68509.
- d. If to Trust, then to 4700 S. 98th, Lincoln, NE 68526, with a copy to Mark Hunzeker, P.O. Box 95109, Lincoln, NE 68509.
- e. If to Berner, then to 1800 Surfside Drive, Lincoln, NE 68528, with a copy to Charles Humble, 301 S. 13th Street, Suite 400, Lincoln, NE 68508-2532.

Any Party may change their address for purposes of this paragraph by written notice to all other parties hereto in the manner set forth above.

Dated: \_\_\_\_\_, 1997.

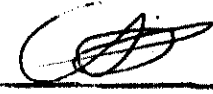
Whitehead Oil Company

By: \_\_\_\_\_  
Mark Whitehead, President

\_\_\_\_\_  
John M. Campbell

\_\_\_\_\_  
Dorothy B. Campbell

*DEVELOPMENT TPT*  
Dial Realty Corp.

By:  \_\_\_\_\_



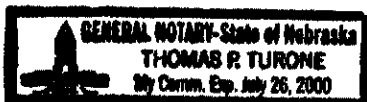
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Dorothy B. Campbell.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 1997, by CHRIS R. HELD, PT of Dial Realty Corp., a Nebraska corporation, on behalf of the corporation.



Thomas P. Turone  
Notary Public

DEVELOPMENT  
TPT

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by A. Irene Hansen.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Roger Berner, Trustee of the \_\_\_\_\_ Trust.

\_\_\_\_\_  
Notary Public

A. Irene Hansen  
A. Irene Hansen

Nebraska Title, Trustee of the Pierson Trust,

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee of the Pierson Trust

\_\_\_\_\_ TRUST

By: \_\_\_\_\_  
Roger Berner, Trustee of the \_\_\_\_\_ Trust

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Mark Whitehead, President of Whitehead Oil Company, a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT )  
                                  ) ss.  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by John M. Campbell, Jr.

\_\_\_\_\_

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Dorothy B. Campbell.

\_\_\_\_\_  
Notary Public

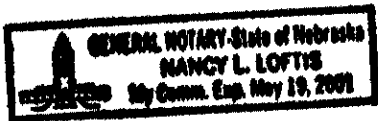
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of Dial Realty Corp., a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 1992, by A. Irene Hansen.



Nancy L. Loftis  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Dick Johnson, Trustee of the Pierson Trust.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
A. Irene Hansen

Nebraska Title, Trustee of the Pierson Trust,

By: Richard H. Johnson  
\_\_\_\_\_, Trustee of the Pierson Trust

\_\_\_\_\_ TRUST

By: \_\_\_\_\_  
Roger Berner, Trustee of the \_\_\_\_\_ Trust

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ -  
\_\_\_\_\_, 19\_\_\_\_, by Mark Whitehead, President of Whitehead Oil Company, a Nebraska  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT )  
  ) ss.  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by John M. Campbell, Jr.

\_\_\_\_\_

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Dorothy B. Campbell.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of Dial Realty Corp., a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

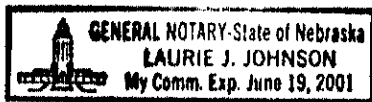
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by A. Irene Hansen.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 1997, by Dick Johnson, Trustee of the Pierson Trust.  
*Richard A*

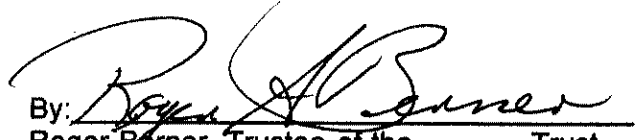
*Laurie J. Johnson*  
Notary Public



Nebraska Title, Trustee of the Pierson Trust,

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee of the Pierson Trust

\_\_\_\_\_ TRUST

By:   
Roger Berner, Trustee of the \_\_\_\_\_ Trust  
*One Family*

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ -  
\_\_\_\_\_, 19\_\_\_\_, by Mark Whitehead, President of Whitehead Oil Company, a Nebraska  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT )  
  ) ss.  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by John M. Campbell, Jr.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Dorothy B. Campbell.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Dial Realty Corp., a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by A. Irene Hansen.

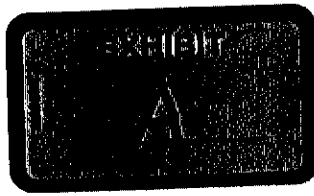
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 1997, by Roger Berner, Trustee of the BERNER FAMILY Trust.



Karen McBeth  
Notary Public



LEGAL DESCRIPTION  
(PARCEL "A")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 19 I.T., AND A PORTION OF LOT 15 I.T., ALL LOCATED IN THE WEST HALF OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31, THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 47.89 FEET TO A POINT, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 19 I.T., SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 790.84 FEET TO A POINT OF DEFLECTION, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 19 I.T., SAID LINE BEING PERPENDICULAR FROM THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 149.78 FEET TO A POINT OF DEFLECTION, THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 19 I.T., SAID LINE BEING 199.78 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 134.66 FEET TO A POINT, THENCE SOUTH 18 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.86 FEET TO A POINT, THENCE NORTH 72 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 201.00 FEET TO A POINT, THENCE SOUTH 18 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 396.00 FEET TO A POINT, THENCE SOUTH 72 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 201.00 FEET TO A POINT, THENCE SOUTH 18 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 222.54 FEET TO A POINT, THENCE SOUTH 0 DEGREES 07 MINUTES 23 SECONDS WEST, A DISTANCE OF 203.53 FEET TO A POINT ON THE SOUTH LINE OF SAID 19 I.T., SAID LINE BEING THE NORTH LINE OF SAID LOT 15 I.T., THENCE SOUTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15 I.T., A DISTANCE OF 132.18 FEET TO A POINT, THENCE SOUTH 0 DEGREES 00 MINUTES 33 SECONDS WEST, A DISTANCE OF 667.82 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 15 I.T., SAID POINT BEING THE NORTHEAST CORNER OF LOT 14 I.T., THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 15 I.T., A DISTANCE OF 531.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15 I.T., SAID POINT BEING 50.00 FEET EAST OF THE WEST LINE OF SAID SECTION 31, SAID POINT BEING THE NORTHWEST CORNER OF LOT 14 I.T., THENCE NORTH 0 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 15 I.T., SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 620.19

ANNEXIBIT



FEET TO THE NORTHWEST CORNER OF SAID LOT 15 I.T., THENCE NORTH 45 DEGREES 01 MINUTES 58 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 15 I.T., A DISTANCE OF 21.19 FEET TO A POINT OF DEFLECTION, SAID POINT BEING 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 31, THENCE SOUTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15 I.T., SAID LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 31, A DISTANCE OF 164.93 FEET TO A POINT OF DEFLECTION, THENCE NORTH 0 DEGREES 07 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 15 I.T. AND THE WEST LINE OF SAID LOT 19 I.T., A DISTANCE OF 66.00 FEET TO A POINT OF DEFLECTION, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 31, THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 19 I.T., SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 31 A DISTANCE OF 165.07 FEET TO A POINT OF DEFLECTION, THENCE NORTH 44 DEGREES 56 MINUTES 20 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 19 I.T., A DISTANCE OF 21.24 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 15.97 ACRES MORE OR LESS.

May 1 1996  
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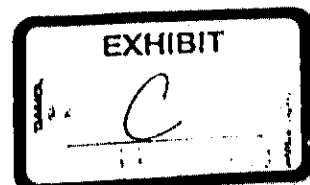
EXHIBIT "B"

NE 1/4  
Lot 26, Irregular Tract in Section 36, Township 11 North, Range 6 East of the  
6th P.M., Lancaster County, Nebraska.

(C:\WPLAMH\2-24-7C.D)

LOTS NINE (9) AND FORTY-FIVE (45), IRREGULAR TRACTS IN THE SOUTHWEST  
QUARTER OF  
SECTION 30, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER  
COUNTY, NEBRASKA; AND  
LOT EIGHTEEN (18) AND THE REMAINING PORTION OF LOT EIGHT (8),  
IRREGULAR TRACTS IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION  
31, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY,  
NEBRASKA.

NOTE: SAID DESCRIPTION SHALL BE REVISED UPON BEING FURNISHED AN  
APPROVED BOUNDARY SURVEY OF THE PROPERTY TO BE INSURED.



**EXHIBIT "D"**

Lot 30 of Irregular Tract located in the Southeast Quarter of Section 36,  
Township 11 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County,  
Nebraska

EXHIBIT "E"

A tract of ground located in the Southwest Quarter (SW¼) of Section 31, Township 11 North, Range 7 East of the 6th P.M., as follows: Referring to the Northwest corner of the Southwest Quarter (SW¼) of said Section 31, thence southerly on the West line of said Southwest Quarter (SW¼) a distance of 1192.44 feet; thence easterly 90 degrees left a distance of 40 feet to the point of beginning; thence continuing easterly on the previous line extended a distance of 542 feet; thence northerly 90 degrees left a distance of 525 feet; thence westerly 90 degrees left a distance of 532 feet; thence southerly 90 degrees left a distance of 161.31 feet; thence westerly 90 degrees right a distance of 10 feet; thence southerly 90 degrees left and parallel with said west line a distance of 363.69 feet to the point of beginning, containing 6.5 acres, more or less. Leland Johnson survey of April 26, 1977, Surveyor Lic. #101.

P 4 L 14

(C:\WP\LAMH8-13-7H.D)