



BK 1908 PG 473-477



DEED 1991 11999

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PAGE DOWN FOR BALANCE OF INSTRUMENT

502 2825
Commercial St
Bellingham WA 98225

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AFTER RECORDING RETURN TO:
GLACIER PARK COMPANY
1011 Western Avenue, Suite 700
Seattle, Washington 98104

BUDY 1908 PAGE 473

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DOUGLAS COUNTY, NE

SPECIAL WARRANTY DEED

THE GRANTOR, GLACIER PARK COMPANY, a Delaware corporation, of 1011 Western Avenue, Suite 700, Seattle, Washington 98104, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, in hand paid, grants, bargains, sells, conveys and confirms to the Grantee, TRILLIUM CORPORATION, a Washington corporation whose address is 1313 Commercial Street, Bellingham, Washington 98225, all that tract or parcel of land lying and being in the County of Douglas, State of Nebraska, more particularly described on Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO:

- (a) the lien of real estate taxes and assessments not yet delinquent;
- (b) such state of facts as an accurate survey and/or physical inspection of the parcel would show;
- (c) those liens, liabilities and encumbrances against the parcel that arise through or are created by Grantee;
- (d) all special exceptions set forth on Schedule B, attached hereto and made a part hereof; and
- (e) the pre-printed form exclusions and pre-printed general title exceptions listed on the ALTA standard 1987 form of title policy, including, without limitation:
 - (i) public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court of record;
 - (ii) rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records;
 - (iii) material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records;
 - (iv) water rights or matters relating thereto;
 - (v) any service, installation or construction charges for sewer, water, electricity or garbage removal;
 - (vi) mining claims, reservations or exceptions in Patents or in Acts authorizing the issuance thereof;
 - (vii) right of use, control or regulation by the United States of America in the exercise of powers over navigation; and

NEBRASKA DOCUMENTARY
STAMP TAX
150 Date 10/4/91
By DAH
DLS (20975)
Seq. #1749

BK 1908 N 12-14-91 C/O Y. FEE 2550
PG 473-477 N DEL YN MC
OF 222 COMP 8 F/S 01-60000

(viii) any prohibition of or limitation of the use, occupancy or improvement of the parcel resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

THE GRANTOR for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, Grantor will forever warrant and defend the said described real estate.

TO HAVE AND TO HOLD THE SAME, together with all the appurtenances thereunto belonging unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, said Glacier Park Company has caused its corporate seal to be hereunto affixed and these presents to be executed by its duly authorized officers, this 25th day of September, 1991.

GLACIER PARK COMPANY,
a Delaware corporation

By: [Signature]

Assistant Vice President

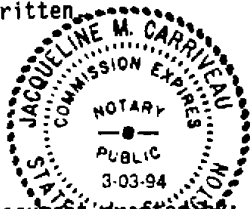
By: [Signature]

Assistant Secretary

STATE OF Washington }
COUNTY OF King } ss

On this 25th day of September, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Leopold and Dennis L. Schilling, to me known to be the Assistant Vice President and Assistant Secretary respectively, of Glacier Park Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Document drafted by:
Glacier Park Company
1011 Western Ave., Suite 700

[Signature]
Notary Public in and for the State
of Washington.
Residing at Seattle
My commission expires: 3/3/94

[Signature]

AMENDED EXHIBIT "A"

THAT PORTION OF THE SE1/4 NW1/4 OF SECTION 12, T14N, R12E, 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE CENTER OF SAID SECTION 12; THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12 A DISTANCE OF 1320.0 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4 NW1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SE1/4 NW1/4 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 50.0 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S) HEREINAFTER DESCRIBED MAIN TRACK CENTERLINE; THENCE EASTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE TO THE POINT OF INTERSECTION WITH THE NORTHSOUTH CENTERLINE OF SAID SECTION 12; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH CENTERLINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART DEEDED TO THE CITY OF OMAHA IN DEED RECORDED IN BOOK 1837 AT PAGE 670 DESCRIBED AS:

THAT PORTION OF THE SE1/4 NW1/4 OF SECTION 12, T14N, R12E, 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 NW1/4 OF SECTION 12; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SE1/4 NW1/4 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 50.0 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S) HEREINAFTER DESCRIBED MAIN TRACK CENTERLINE; THENCE EASTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE TO THE POINT OF INTERSECTION WITH THE WEST BANK OF THE BIG PAPILLION CREEK DRAINAGE DITCH; THENCE SOUTHERLY ALONG SAID WEST BANK TO THE POINT OF INTERSECTION WITH THE EAST-WEST CENTERLINE OF SAID SECTION 12; THENCE WESTERLY ALONG SAID EAST-WEST CENTERLINE TO THE POINT OF BEGINNING.

MAIN TRACK CENTERLINE DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF THE SW1/4 NW1/4 OF SECTION 12, T14N, R12E, 6TH P.M., DOUGLAS COUNTY, NEBRASKA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 376.55 FEET TO THE TRUE POINT OF BEGINNING OF THE MAIN TRACK CENTERLINE TO BE DESCRIBED; THENCE SOUTHEASTERLY, DEFLECTING 93 DEGREES 13' TO THE RIGHT, TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 12 AND THERE TERMINATING.

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SCHEDULE B - SECTION 2

~~Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):~~

~~A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.~~ *JK*

B. STANDARD EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law not shown by the public records.

~~C. SPECIAL EXCEPTIONS:~~

~~(Those defects disclosed by a search of the title for which no coverage is provided by this commitment)~~

1. The lien of the real estate taxes for the year 1991 and all subsequent years. Taxes for the year 1990 and all prior years are shown as paid in full or exempt. *JK*
2. Special Assessments levied to date are shown as paid.
3. Unpaid utility bills, if any.
4. Mineral rights pertaining to the insured land are neither excepted nor insured.

5. Compliance with subdivision requirements of the political subdivisions having jurisdiction.

6. Easement granted to the City of Ralston, and the terms and conditions thereof, dated September 8, 1959 and filed November 20, 1959 in Book 348, page 176, for utility installations and maintenance of a sanitary sewer mainline.

*** END GROUP ***

JK

... Easement granted to the County of Douglas, and the terms and conditions
thereof, dated November 19, 1968, and filed February 10, 1969 in Book 473,
Page 407, for utility installation and maintenance of a levee.

~~... pay loss or damage resulting from a claim made against the insured title
based upon operation of federal bankruptcy, state insolvency or similar
creditors' rights laws.~~

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JP KR