

TA-44002 Lot 5
Replat

TA 45361 L 138

TA 49497 L 16

TA 50323 L 75

TA 54259 L 52

TA 58006 L 121

12-115713, L 97

13-116878 L 143, 144

1152729 L 39

Show
on

Assignment of Easement filed April 2, 1982, in Book 55 at
page 230 of the Miscellaneous Records of Sarpy County, Nebraska
affecting the east half of the Southeast Quarter of Section 8,
Township 13 North, Range 10 East

lots 118, 119

a120

lot 143

Easement reserved in Warranty Deed, filed May 7, 1994 as

8/144

Instrument No. 94-05099 of the Records of Sarpy County,

d

Nebraska over property known as Tay lot SH/142.

lot 1
(1-27)
(Rppk)

Assignment of Easement filed 56.99 in Instrument

lots 29, 35

No. 1999-13643 of the Miscellaneous Records of Sarpy County NE

26427

Assignment of Easement filed 56.99 in Instrument

Replat

No. 1999-13644 of the Miscellaneous Records of Sarpy County NE

Deed of Trust dated April 1, 1999 and recorded April 22, 1999
Shoes as Instrument No. 99-11988 of the Records of Sarpy County
on Nebraska, executed by Chestnut Ridge, L.L.C. in favor of
all Paul M. Brown, Trustee, and BHD, L.L.C., New Millennium LLC
lots
McCune Development, LLC & B-H & L.C., Beneficiaries, securing
the sum of 1,000,000.00 and any other amounts payable
under the terms thereof.

Alfred TL 5A141 & 5A142

(From which Chestnut Ridge & Replat were plat'd)

RECORDER NOTE

CHECK LEGAL

FILED SARY CO. NE.

INSTRUMENT NUMBER

99-001462

99 JAN 15 PM 1:36

REGISTER OF DEEDS

Paul M. Brown

Counter *15*
Verify *15*
D.E. *15*
Proof *150.50*
Fee \$ *150.50*
or *150* Cash ☒ *150.00*

STATEMENT OF
SANTARY AND IMPROVEMENT DISTRICT NO. 206
OF SARY COUNTY, NEBRASKA

\$1050-Fee
\$1400-Late Fee

Pursuant to the provisions of Section 31-727.03 R.R.S., Nebraska, 1943, as amended, the undersigned, Carole Hunsley, Clerk of Sanitary and Improvement District No. 206, does hereby certify that as of the date hereof:

1. The names of the members of the current Board of Trustees of the District are:
Kevin Irish, Chairman, Carole Hunsley, Clerk, Paul McCune, Maurice M. Udes and Herbert Freeman
2. The names of the current attorney, accountant and fiscal agent of the District are as follows:

Attorney:

Paul M. Brown,
Brown & Wolff, P.C.,
1925 North 120th Street
Omaha, Nebraska 68154

Accountant:

None

Fiscal Agent:

Kuehl Capital Corporation
9290 West Dodge Road
Omaha, Nebraska 68114

3. The warrant and bond principal indebtedness of the District as of June 30, 1998, was as follows:

Warrants:	\$	0.00	- General Fund
Bond Principal	\$	0.00	- Construction Fund

4. The current tax levy of the District is \$0.00 per \$100.00 of actual valuation.
Dated this 31st day of December, 1998.

Carole Hunsley
Carole Hunsley, Clerk of
Sanitary and Improvement District
No. 206 of Sary County, Nebraska

001462

99-01462A

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 486.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; THENCE CONTINUING S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE N00°10'15"W ALONG SAID WEST LINE, 1893.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 556.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.13 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"W ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.881 ACRES, MORE OR LESS.

FILED SARY CO. NE.
INSTRUMENT NUMBER
97-010210
97 MAY 23 PM 4:20
Long
REGISTER OF DEEDS

under *Sec*
ify: *102*
E: *102*
book *102*
page *102*
cash ☒
charge ☐

97-010210

Release Sec
94-11165
from Chesnut Road
properties

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to original Financing Statement and Security Agreement No. 94-11165 Dated: May 6, 1994 Sary County, Nebraska Filed: May 16, 1994 Cont: _____

Debtor(s) (Last Name First) (Show Address)	Secured Party and Address
JANSEN, Richard W. & Mary Ann, h&w 20801 Ruff Road, Box 180 Gretta, NE 68028	Metropolitan Life Insurance Company Agricultural Investments 4401 Westown Parkway, Suite 220 West Des Moines, IA 50266

☐ **Termination Statement.** The Metropolitan Life Insurance Company, secured party named herein, certifies that they no longer claim a security interest under the Financing Statement and Security Agreement bearing the file number shown above, described as: _____

☐ **Continuation Statement.** The original Financing Statement and Security Agreement between the foregoing Debtor and the Metropolitan Life Insurance Company, the Secured Party named herein, bearing the file number shown above, is still effective. Described as: _____

☒ **Partial Release.** From the collateral described in the Financing Statement and Security Agreement bearing the file number shown above, the Metropolitan Life Insurance Company, the Secured Party named herein, releases the following: that part more fully described as follows: Referring to the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 2, T13N, R10E of the 6th P.M., 0°32'05" W, (assumed bearing), along the E line of the SE $\frac{1}{4}$, 460.75'; thence S 89°27'55" W, 55.17' to a point on the Westerly right of way line of State Highway No. 6 and the true point of beginning, thence S 0°36'21" W, 184.00'; thence S 0°31'04" W, 1015.71'; thence N 90°00'00" W, 1275.15' to a point on the W line of the E $\frac{1}{4}$ SE $\frac{1}{4}$, thence N 0°21'23" E, along said W line, 1654.03'; thence N 89°44'52" E, along the N line of the E $\frac{1}{4}$ SE $\frac{1}{4}$, 555.04' to the NW corner of Lot 4, thence S 0°37'48" W, 460.13'; thence N 89°44'15" E, 726.02' to the point of beginning, and the easements for ingress and egress reserved by Grantors in the Warranty Deed dated December 31, 1993 and filed for record on March 7, 1994 at the office of the Register of Deeds of Sary County, Nebraska, Instrument No. 94-05099 and the Warranty Deed dated September 19, 1995 and filed for record on September 20, 1995 at the office of the Register of Deeds of Sary County, Nebraska, Instrument No. 95-16236.

This lien is to continue in full force and effect on the remaining property described in said Financing Statement and Security Agreement.

Dated 5-19-97

Metropolitan Life Insurance Company
By *Dana F. Butler* 610210

DAKOTA TITLE & ESCROW CO. L127512

-5A1A

99-1899C

Counter	2
Verify	W
D.E.	3
Proof	W
Fee \$	11.00
Ck	<input checked="" type="checkbox"/>
Cash	<input type="checkbox"/>
Chg	<input type="checkbox"/>

99-18990A

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to original Financing Statement and Security Agreement No. 94-11165 Dated: May 6, 1994, Sarpy County, Nebraska Filed: May 16, 1994
Cont: _____

Debtor(s) (Last Name First) (Show Address)	Secured Party and Address
Jansen, Richard W. & Mary Ann, h&w 20801 Ruff Road, Box 180 Gretna, NE 68028	Metropolitan Life Insurance Company Agricultural Investments-Iowa Office 4401 Westown Parkway, Suite 220 West Des Moines, IA 50266 Formerly Metropolitan Life Insurance Company Nebraska Branch Office 2550 N. Diets Avenue P.O. Box 159 Grand Island, NE 68802

☐ **Termination Statement.** The Metropolitan Life Insurance Company, secured party named herein, certified that they no longer claim a security interest under the Financing Statement and Security Agreement bearing the file number shown above, described as:

☒ **Continuation Statement.** The original Financing Statement and Security Agreement between the foregoing Debtor and the Metropolitan Life Insurance Company, the Secured Party named herein, bearing the file number shown above, is still effective. Described as follows: See Attached Exhibit "A"

☐ **Partial Release.** From the collateral described in the Financing Statement and Security Agreement bearing the file number shown above, the Metropolitan Life Insurance Company, the Secured Party named herein, releases the following:

This lien is to continue in full force and effect on the remaining property described in said Financing Statement and Security Agreement.

Dated: 5-5-99
By: Oliver Hinder
Metropolitan Life Insurance Company

018990

EXHIBIT A

99-18990B

A tract of land located in E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 2, T13N, R10E of the 6th P.M., in Sarpy County, NE, EXCEPT these tracts conveyed by Warranty Deed recorded August 18, 1970 in Bk 145, Pg. 1413, Warranty Deed recorded June 9, 1972 in Bk 147, Pg. 1343, Warranty Deed recorded November 18, 1975, in Bk. 150, Pg. 2732, Warranty Deed recorded July 9, 1992 as Instrument No. 92-13829 and by Warranty Deed recorded March 7, 1994, as Instrument No. 94-05099 all in Deed Records, Sarpy County, NE, AND EXCEPT tracts for road purposes described in Warranty Deed recorded January 4, 1943 in Bk. 60, Pg. 620, and in Warranty Deed recorded February 4, 1958 in Bk. 86, Pg. 284 Deed Records, Sarpy County, NE (aka Tax Lot 5A1A)

W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 36, T13N, R10E of the 6th P.M., Sarpy County, Nebraska, except a one acre tract of land located in the W $\frac{1}{2}$ NE $\frac{1}{4}$ of said Sec. 36 described as follows: Referring to the NE corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of said Sec. 36, thence W 500 ft along the N line of said Sec. 36, to the point of beginning, thence continuing W along the N line of said Sec. 36 a distance of 208.71 ft, thence S 208.71 ft, thence E 208.71 ft, thence N 208.71 ft to the point of beginning, a/k/a Tax Lot 3A and 3B.

A tract of land located in Sec. 17 and 18, T13N, R10E of the 6th P.M., Sarpy County, NE being a part of the E3/4 of the NE $\frac{1}{4}$, part of the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, part of Government Lot 1 and part of Government Lot 2, together with accretion thereto, all in Sec. 17, and Tax Lot A in Sec. 18, more particularly described as follows: Referring to the NE corner of Sec. 17, T13N, R10E of the 6th P.M., Sarpy County, NE, thence S 89°59' W 345.18 ft to the point of beginning on the E Bank of the Platte River, thence N 89°59' E 1616.14 ft, thence S 34°11' W 280 ft, thence S 62°19'30" W 257.92 ft, thence S 49°33' W 1074.15 ft, thence S 77°48' W 639.50 ft, thence S 31°53' W 718.97 ft, thence S 12°46' W 862.78 ft, thence N 89°52'30" W 1540.89 ft to a point on the E bank of the Platte River, thence NE along the E bank of the Platte River to the point of beginning, all bearings in the above description are based on the E line of Sec. 17, which is assumed to bear due N and S, subject to easement for public roads, and subject to Right of Way Deeds to Western Sarpy Drainage District recorded May 17, 1915, in Bk. 46, Pg. 694, January 7, 1918, in Bk. 47, Pg. 588, June 18, 1919 in Bk. 49, Pg. 225 and August 7, 1922, in Bk. 51, Pg. 184, Deed Records, Sarpy County, NE.

A tract of land located in Sec. 17, T13N, R10E of the 6th P.M., Sarpy County, NE, being a part of the E3/4 of the NE $\frac{1}{4}$, part of the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, part of Government Lot 1, and part of Government Lot 2, all in said Sec. 17, and more particularly described as follows: Commencing at the NE corner of said Sec. 17 as the point of beginning, thence due S (assumed bearing) along the E line of said Sec. 17 a distance of 2645.06 ft to the E $\frac{1}{4}$ corner of said Sec. 17, thence N 89°52'30" W 4267.73 ft, thence N 12°46' E 862.78 ft, thence N 31°53' E 718.97 ft, thence N 77°48' E 639.50 ft, thence N 49°33' E 1074.15 ft, thence N 62°19'30" E 257.92 ft, thence N 34°11' E 280 ft, thence N 89°59' E 1869.04 ft to the point of beginning, EXCEPT tract for road purposes described in Quit Claim Deed recorded October 29, 1895 in Bk. 29, Pg. 370 Deed Records, Sarpy County, NE and subject to easement of public roads, and subject to right of way Deeds to Western Sarpy Drainage District recorded May 17, 1915 in Bk. 46, Pg. 694, January 7, 1918 in Bk. 47, Pg. 588, June 18, 1919 in Bk. 49, Pg. 225, and August 7, 1922 in Bk. 51, Pg. 184, Deed Records, Sarpy County, NE aka Tax Lot 1, 2 and A.

99-189900

Lot 1, in Platte Valley, a subdivision in Sarpy County, NE, EXCEPT a tract for road purposes described in Warranty Deed recorded November 21, 1983 in Bk. 158, Pg. 3416 Deed Records, Sarpy County, NE. A tract of land situated in the E 366 ft of the S 595 ft of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 22, T13N, R10E of the 6th P.M., in Sarpy County, NE.

A one acre tract of land located in the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 36, T13N, R10E of the 6th P.M., Sarpy County, NE described as follows: Referring to the NE corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of said Sec. 36, thence W 500 ft along the N line of said Sec. 36 to the point of beginning, thence continuing W along the N line of said Sec. 36 a distance of 208.71 ft, thence S 208.71 ft, thence E 208.71 ft., thence N 208.71 ft to the point of beginning, aka Tax Lot 4.

The N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 36, T13N, R10E of the 6th P.M., Sarpy County, NE.

FILED SANFY CO. NE.
INSTRUMENT NUMBER
2000 09196
2000 AP 19 AM 11:19
Doris S. Harding
REGISTER OF DEEDS

Counter SS
Verify AK
D.E. SP
Proof AK
Fee \$ 25.50
ck ☒ Cash ☐ Chg ☐



This Deed of Trust, Security Agreement and Fixture Financing Statement ("Deed of Trust") is made 04/13/2000 by and between Windstar Enterprises, Inc.

Deed of Trust, Security Agreement and Fixture Financing Statement (Nebraska)

(the "Trustor"), a(n) Corporation
Northwest Bank Nebraska, National Association
(the "Trustee"), a national banking association, and
Northwest Bank Nebraska, National Association
(the "Beneficiary"), a national banking association.
WITNESSETH:

IF THIS BOX IS CHECKED ☒ THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND CREATES GRANTS AND CONSTITUTES A CONSTRUCTION SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW.

WHEREAS,

Trustor has executed and delivered to Beneficiary a promissory note in the principal sum of _____

One Hundred Eight Thousand and 0/100
Dollars (\$ 108,000.00), dated 04/13/2000 , payable to the order of Beneficiary and having a maturity of 04/01/2001 , together with interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof hereinafter the "Note".

(the "Borrower"), has applied to Beneficiary for one or more loans, letters of credit, or other financial accommodations and may hereafter from time to time apply to Beneficiary for additional loans, letters of credit and other financial accommodations, and to induce Beneficiary to provide financial accommodations to Borrower:

- ☐ If this box is checked, Trustor has guaranteed to Beneficiary the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Beneficiary (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).
- ☐ If this box is checked, Trustor has guaranteed to Beneficiary the payment and performance of the debt, liability, or obligation of Borrower to Beneficiary evidenced by or arising out of the following: _____

and any extensions, renewals or replacements thereof, together with accrued interest thereon and related costs of enforcement and collection expenses, pursuant to a Guaranty hereinafter the "Guaranty" of even date herewith.

Trustor shall also pay 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 perform, discharge and comply with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference (Trustor's obligations under the Note or the Guaranty, as applicable, and all such other sums are hereinafter collectively referred to as the "Obligations").

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the Obligations, Trustor irrevocably grants and transfers to Trustee, in trust, WITH POWER OF SALE, the following described property located in the County of Sarpy State of Nebraska:

Lot 24, Chestnut Ridge, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

SUBJECT TO: easements and restrictions of record, and:

together with (i) all buildings, structures, additions, improvements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, carpentry, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building improvement or improvement now or hereafter located thereon, (iii) all easements and rights of way appurtenant thereto, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, 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, (v) all rents, issues, profits and income 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), (vi) all royalties, mineral, oil and gas rights and profits, water, water rights and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, and (viii) all proceeds of insurance and condemnation awards, all of which are hereinafter collectively the "Trust Property."

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

1. The Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns the Trust Property (subject to any land sale contract described above) and has the right to convey the Trust Property, that the Trust Property is free from any prior lien or encumbrance except as otherwise listed above, that this Deed of Trust is and will remain a valid and enforceable lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a lien upon the Trust Property and will forever warrant and defend 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.

2000-09190 D

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

Signatures

Trustor's Name

Windstar Enterprises, Inc.

Signature

X Wayne R Childers

Name and Title (if applicable)

Wayne R Childers, President

Signature

X

Name and Title (if applicable)

Signature

X Susan Moen

Name and Title (if applicable)

Susan Moen, Secretary

Signature

X

Name and Title (if applicable)

Individual

STATE OF NEBRASKA

COUNTY OF _____, SS

The foregoing instrument was acknowledged before me this _____

and _____

, by

Witness my hand and official seal.

Signature of Person Taking Acknowledgment

Title or Rank

Serial Number (if any)

My commission expires: _____

(Notarial Seal)

Organization

STATE OF NEBRASKA

COUNTY OF Winadial, SS

The foregoing instrument was acknowledged before me this April 13, 2000.

by Wayne R Childers

and Susan Moen

on behalf of the Corporation _____

Witness my hand and official seal.

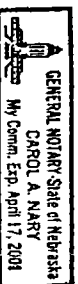
Signature of Person Taking Acknowledgment

Title or Rank

Serial Number (if any)

My commission expires: 4/17/2001

(Notarial Seal)



Return to: Norwest Bank Nebraska, N.A.
P.O. Box 3408
Omaha, NE 68103
Attn: LDA Dept.
54

55-220

FILED SAMPY CO., NE

BOOK 15 OF *MacRae*

PAGE 280

ASSIGNMENT OF EASEMENTS

PURSUANT TO

SALE OF FACILITIES AGREEMENT

BETWEEN

NEBRASKA PUBLIC POWER DISTRICT

AND

OMAHA PUBLIC POWER DISTRICT

Effective February 1, 1982

Carl A. Hildner
REGISTER OF DEEDS

Part Shows

North of

US

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the performance of the terms and conditions of the Sale of Facilities Agreement between Nebraska Public Power District and Omaha Public Power District effective the first day of February, 1982, the Nebraska Public Power District (NPPD), Columbus, Nebraska, a public corporation and political subdivision of the State of Nebraska does hereby grant, sell, assign, and deliver unto the Omaha Public Power District (OPPD), Omaha, Nebraska, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, all of the right, title, and interest of NPPD in and to the easements as described in Exhibits "A" and "B", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said property interests as described in Exhibits "A" and "B" unto OPPD, its successors and assigns forever.

55-201A

IN WITNESS WHEREOF, NPPD has hereunto caused its corporate seal to be
affixed and these presents to be signed by its duly authorized officers as of
the 26th day of March, 19 82.

ATTEST:

NEBRASKA PUBLIC POWER DISTRICT

By [Signature]
Title: DEPUTY GENERAL MANAGER

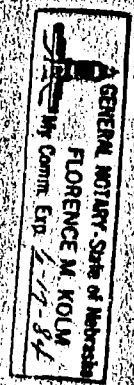
File # 10
Assistant Secretary

(Corporate Seal)

STATE OF NEBRASKA)
COUNTY OF Valle) ss.

On this 30th day of March, 19 82, before me a
Notary Public in and for said County and State, personally came the above-named
Don & Leif Christensen and James W. McQuinn
of Nebraska Public Power District, a public corporation and political subdivi-
sion of the State of Nebraska, who are personally known to me to be the identi-
cal persons whose names are affixed to the above as Deputy Gen. Mgr.
and Asst. Secretary of said corporation, and acknow-
ledged the execution of said instrument to be their voluntary act and deed and
the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal on the date last above written



[Signature]
Notary Public

EXHIBIT "A"

Assignment of Easements for 161kV Transmission Line No. 1559

55-220 H

<u>Date</u>	<u>Grantor</u>	<u>Description</u>	<u>Recorded</u>
Tract #34D 1-27-56 (Tree Permit)	Henry A. & Mildred L. Bell	E ₂ -SE ₄ , Sec. 3, T-13-N, R-10-E	
Tract #35 3-2-56 (Easement)	Marcus & Betty Schnack	W ₂ -NW ₄ , Sec. 2, T-13-N, R-10-E	4-30-56 Book 20 - Misc. Page 254
Tract #35A 2-9-56 (Easement)	Walter & Anna Scheef	E ₂ -NW ₄ , except R.R. R-0-N, Sec. 2, T-13-N, R-10-E	4-30-56 Book 20 - Misc. Page 253
Tract #35B 2-8-56 (Easement)	Harry Jansen	Tax lot 1 in NE ₄ , Sec. 2, T-13-N, R-10-E	4-30-56 Book 20 - Misc. Page 252
Tract #35C 2-16-56 (Tree Permit)	Herman & Gladys Schnack, Jr.	N ₂ -SW ₄ , & W ₂ -SE ₄ , Sec. 2, T-13-N, R-10-E	
Tract #35D 12-9-56 (Tree Permit)	Jacob L. & Freda M. Schram	E ₂ -SE ₄ , Sec. 2, T-13-N, R-10-E	
Tract #36 2-21-56 (Easement)	Leota Schram, et al	Tax lot 2, in NW ₄ , Sec. 1, T-13-N, R-10-E	4-30-56 Book 20 - Misc. Page 245
Tract #36A 2-16-56 (Easement)	Catherine Kindbeiter	NE ₄ , Sec. 1, T-13-N, R-10-E	4-30-56 Book 20 - Misc. Page 251
Tract #36B 12-30-55 (Tree Permit)	Anna Rohrer	W ₂ -SW ₄ , Sec. 1, T-13-N, R-10-E	
Tract #36C 3-6-56 (Tree Permit)	Albert & Christena Stottenberg	E ₂ -SW ₄ & W ₂ -SE ₄ , Sec. 1, T-13-N, R-10-E	
Tract #36D 12-30-55 (Tree Permit)	Elise Eggers	E ₂ -SE ₄ , Sec. 1, T-13-N, R-10-E	
Tract #37 1-12-56 (Easement)	Hans & Marie Ehlers Dorothy Ehlers	W ₂ -NW ₄ & Tax lot B, Sec. 6, T-13-N, R-11-E	4-30-56 Book 20 - Misc. Page 233

L141709

DAKOTA TITLE & ESCROW CO.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 08637

2000 AP 13 PM 3:50

George D. Douding
REGISTER OF DEEDS

Printer S.W.
Verify gld
D.E. gld
PROOF gld
Fee \$ 5.50
OK ☒ Cash ☐ Chg ☐
PARTIAL DEED OF RECONVEYANCE
(Under Nebraska Trust Deeds Act)

Know All Men by These Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust, Security Instrument and Assignment of Rents dated April 1, 1999, executed by Chestnut Ridge, L.L.C., a Nebraska limited liability company, wherein Paul M. Brown is Trustee for the benefit of BHD, L.L.C., New Millennium IV, L.L.C., McCune Development, L.L.C., B4, L.L.C., the Beneficiary named therein, said Deed of Trust recorded in the Mortgage Records in the office of the Register of Deeds of Sarpy County, Nebraska, as instrument number 99-011989, the Beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered:

NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and recovery to the person or persons entitled thereto all of the interest and estate defined to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

Lot 24 in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

Dated this ___ day of ___

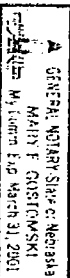
Paul M. Brown
Paul M. Brown, Trustee

STATE OF NEBRASKA
COUNTY OF DOUGLAS

) ss.

The foregoing instrument was acknowledged before me this 11 day of April, 2000 by
Paul M. Brown, Trustee.

Wendy Estomak
Notary Public



This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property.

Dated April 11, 2000

BHD, L.L.C., a Nebraska limited liability company

By: Maurice M. Udes
Maurice M. Udes, Manager

NEW MILLENNIUM IV, L.L.C., a Nebraska limited liability company

By: Kevin High
Kevin High, Member

By: Herbert Freeman
Herbert Freeman, Member

McCune Development, L.L.C., a Nebraska limited liability company

By: Paul McCune
Paul McCune, Member

B4, L.L.C., a Nebraska limited liability company

By: Paul Brown
Paul Brown, Manager

08637

FILED SARP1.CO. NE.
INSTRUMENT NUMBER
2000 19471
2000 AU -7 PM 3:06
Shirley D. Pauling
REGISTER OF DEEDS

Counter 537
Verify AK
D.E. MC
Proof MC
Fee \$ 20.50
ck ☒ cash ☐ chg ☐
7057

State of Nebraska

DEED OF TRUST

(With Future Advance Clause)

☒ Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is JULY 26, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

TRUSTOR:

JEFF MCCALL D/B/A MCCALL CONTRACTING
A NEBRASKA CORPORATION
11805 QUAIL DR
BELLEVUE, NE 68123
TAXPAYER I.D. #: 47-0550184

☐ If checked, refer to the attached Addendum incorporated herein, for additional Trusters, their signatures and acknowledgments.

TRUSTEE:

PINNACLE BANK
A NEBRASKA BANKING CORPORATION
817 VILLAGE SQUARE, PO BOX 519
GRETNA, NE 68028
TAXPAYER I.D. #: 47-0098450

BENEFICIARY: PINNACLE BANK

ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
PO BOX 519 - 817 VILLAGE SQUARE
GRETNA, NE 68028-0519
TAXPAYER I.D. #: 47-0098450

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property: LOT 18, CHESTNUT RIDGE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARP1 COUNTY, NEBRASKA.

The property is located in SARP1
12510 S. 218TH AVE. (County)
(Address) GRETNA, Nebraska 68028
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 95,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
NOTE DATED 7-26-00 FOR \$95,000.

2000-10471C

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Beneficiary's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Beneficiary to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Beneficiary's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Beneficiary and Trustor, Trustor agrees to waive any rights that may prevent Beneficiary from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Trustor agrees that Beneficiary and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Trustor's consent. Such a change will not release Trustor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Beneficiary.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Beneficiary is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or implicitly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

26. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisement and homestead exemption rights relating to the Property.

27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Pixture Filing.** Trustor grants to Beneficiary a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

JEFF MCCALL D/B/A MCCALL CONTRACTING

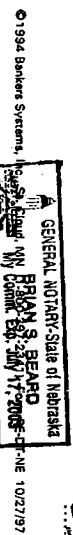
BY: Jeff McCall 7-26-00
(Signature) JEFF MCCALL, OWNER (Date) (Signature) (Date)

ACKNOWLEDGMENT:

STATE OF Nebraska COUNTY OF Sarpy
(Individual) This instrument was acknowledged before me this 26 day of July, 2000, by Jeff McCall, D/B/A McCall Contracting) ss.

My commission expires:

Barbara J. Beard
(Notary Public)



FILED SARPY CO. NE.
INSTRUMENT NUMBER
0000-12814
2006 MAY 31 AM 10:32
Debra S. Harding
REGISTER OF DEEDS

RECORDER NOTE
check notary

Counter 842
Verify AK
D.E. AK
Proof AK
Fee \$ 20.50
Cash ☐ Cng ☐
CK ☒

State of Nebraska _____ Space Above This Line For Recording Data _____
DEED OF TRUST
(With Future Advance Clause)
☐ Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is MAY 19, 2000
and the parties, their addresses and tax identification numbers, if required, are as follows:

TRUSTOR: LP CONTRACTING, INC.
A NEBRASKA CORPORATION
19908
GREINA, NE 68028
TAXPAYER I.D. #: 47-0819644

☐ If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures and acknowledgments.

TRUSTEE: PINNACLE BANK
A NEBRASKA BANKING CORPORATION
817 VILLAGE SQUARE, PO BOX 519
GREINA, NE 68028
TAXPAYER I.D. #: 47-0098450

BENEFICIARY: PINNACLE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
PO BOX 519 - 817 VILLAGE SQUARE
GREINA, NE 68028-0519
TAXPAYER I.D. #: 47-0098450

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property: LOT 21, CHESTNUT RIDGE, A SUBDIVISION, AS SURVEIED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

The property is located in SARPY, _____ at _____
(County) _____ Nebraska 68028
12522 SO. 218TH AVE. GREINA, _____
(Address) _____ (City) _____ (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$115,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
PROMISSORY NOTE DATED MAY 19, 2000, MATURITY NOV. 16, 2000.

2000 12814 C

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Beneficiary's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Beneficiary to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Beneficiary's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Beneficiary and Trustor, Trustor agrees to waive any rights that may prevent Beneficiary from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Trustor agrees that Beneficiary and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Trustor's consent. Such a change will not release Trustor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Beneficiary.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Beneficiary is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

26. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisal and homestead exemption rights relating to the Property.

27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

☐ **Future Filing.** Trustor grants to Beneficiary a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other

☐ Additional Terms.

SIGNATURES. By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

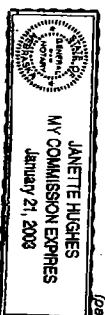
BY: [Signature]
(Signature) LONNY PETERSEN, PRESIDENT

BY: [Signature]
(Signature) TAREN PETERSON, SEC. (Date)

ACKNOWLEDGMENT:

(Individual)

STATE OF NE COUNTY OF Sandy
This instrument was acknowledged before me this 23 day of May 2004, ss.
by _____
My commission expires: _____



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-09197
2000 APR 19 AM 11:20
Doris J. Windling
REGISTER OF DEEDS

✓
Counter SS
Verify AK
D.E. SD
Proof B
Fee \$ 5.50
OK ☒ Cash ☐ Chg ☐

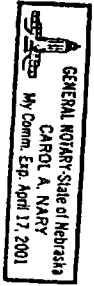
Notice of Commencement

1. The real estate being or intended to be improved or directly benefited is: LOT 24, CHESTNUT RIDGE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA
2. a. The contracting owner is: WINDSTAR ENTERPRISES, INC.
b. The address of contracting owner is: 13804 FORT STREET OMAHA, NE 68164
c. The interest of contracting owner in the real estate is: FEE SIMPLE
d. The name and address of the fee simple title holder, if other than the contracting owner, is: _____
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 Twelve Months (may not be less than six months from time of recording).
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 (or indicate none): NONE

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) S.S.
WINDSTAR ENTERPRISES, INC.
Wayne R. Childers
Signature of Contracting Owner
WAYNE R. CHILDERS, PRESIDENT
Susan J. Moen
X SUSAN J. MOEN, SECRETARY

The foregoing instrument was acknowledged before me, a Notary Public, on this 18 day of April, 2000, by WAYNE R. CHILDERS, PRESIDENT AND SUSAN J. MOEN, SECRETARY OF WINDSTAR ENTERPRISES, INC.

(SEAL)



Carol A. Nary
Notary Public
My Commission Expires 4/17/2001
R. K. 2872
Return to: Northstar Security Services, N.A.
P.O. Box 3408
Omaha, NE 68103
ATTN: J. A. Panch

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-45783
2004 DEC -3 P 3:19 PM
REGISTER OF DEEDS
George J. Lundberg
CLERK
DE
OCE
VERIFIED
D.E.
PROOF
FEE \$ 5.50
CHECK# 3231010
CHG. CASH
REFUND CREDIT
SHORT NCR

STATEMENT REGARDING
SANITARY AND IMPROVEMENT DISTRICT NO. 156
SARPY COUNTY, NEBRASKA

1. NAMES OF CURRENT BOARD OF TRUSTEES:
Brian Langel, Carol A. Rosenow, Dave Mumm, and Nycole Wandvick-Tolle
2. NAMES OF CURRENT ATTORNEY, ACCOUNTANT AND FISCAL AGENT
a) Attorney: Fullenkamp, Doyle & Jobeun
b) Accountant: Lengemann & Associates, P.C.
c) Fiscal Agent: Kuehl Capital Corporation
3. PRINCIPAL INDEBTEDNESS AS OF JUNE 30, 2004:
WARRANTS: \$0
BONDS \$3,975,000
4. CURRENT LEVY 2004/05 (per \$100 of actual valuation):
BOND FUND: \$0.520000
GENERAL FUND: \$0.099998
DATED: November 9, 2004

CLERK Carol A. Rosenow

REF
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

45783

Wandvick

99-01462

FILED SARY CO. NE.

INSTRUMENT NUMBER

99-001462

99 JAN 15 PM 1:36

REGISTER OF DEEDS

Counter SKD
Verify SS
D.E. SS
Proof SS
Fee \$ 150.50
Cash ☒ OR ☒
150.00

RECORDED NOTE

CHEEK LEGAL

STATEMENT OF
SANITARY AND IMPROVEMENT DISTRICT NO. 206
OF SARY COUNTY, NEBRASKA

\$10.50 - Fee
\$140.00 - Lat Fee

Pursuant to the provisions of Section 31-727.03 R.R.S., Nebraska, 1943, as amended, the undersigned, Carole Hunsley, Clerk of Sanitary and Improvement District No. 206, does hereby certify that as of the date hereof:

1. The names of the members of the current Board of Trustees of the District are:
Kevin Irish, Chairman, Carole Hunsley, Clerk, Paul McCune, Maurice M. Udes and Herbert Freeman

2. The names of the current attorney, accountant and fiscal agent of the District are as follows:

Attorney:
Paul M. Brown
Brown & Wolff, P.C.
1925 North 120th Street
Omaha, Nebraska 68154

Accountant:
None
Fiscal Agent:
Kuehl Capital Corporation
9290 West Dodge Road
Omaha, Nebraska 68114

3. The warrant and bond principal indebtedness of the District as of June 30, 1998, was as follows:

Warrants:	\$	0.00	- General Fund
Bond Principal	\$	0.00	- Construction Fund
	\$		

4. The current tax levy of the District is \$0.00 per \$100.00 of actual valuation.

Dated this 31st day of December, 1998.

Carole Hunsley
Carole Hunsley, Clerk of
Sanitary and Improvement District
No. 206 of Sary County, Nebraska

001462

99-01462A

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 466.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; THENCE CONTINUING S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE N00°10'15"W ALONG SAID WEST LINE, 1993.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 555.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.15 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"W ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.861 ACRES, MORE OR LESS.

98-3112

Counties:

Verify

10

Free ☒ S.S. ☒
 Ck ☒ Cash ☐ Chg ☐

**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

1210 GOLDEN GATE DRIVE, #1109

PAPILLION, NE 68046-2895

402-593-5773

SCROD Form 1, Dated 5-04-98

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 〇
 〇
 〇
 〇
 〇

98-31126A

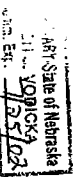
STATEMENT OF
SANITARY AND IMPROVEMENT DISTRICT NO. 206
OF SARPY COUNTY, NEBRASKA

Pursuant to the provisions of Section 31-727.02 R.R.S. Nebraska, 1943, as amended, the undersigned, Carole Hunsley, Clerk of Sanitary and Improvement District No. 206 of Sarpy County, Nebraska, does hereby certify:

1. The number of the Sanitary and Improvement District is 206.
2. The outer boundaries of said District are set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
3. The purposes for which this District was formed are: to acquire, build, improve, install, maintain, remove, renew, repair, replace, or otherwise conduct or operate electric service lines and conduits, a system of sanitary and storm sewers, a water system, a civil defense warning system, a system of sidewalks, public highways, roads, and streets, public waterways, docks or wharfs, and related appurtenances, dikes and levees for flood protection, and public parks, playgrounds and other recreational facilities, to contract with other sanitary and improvement districts to acquire, build, and improve public parks, playgrounds, and recreational facilities for the joint use of the residents of the contracting districts, to contract with any one or more corporations, municipalities, or persons for electricity for illumination of public highways, roads, and streets, for gas, for police protection and security services, for water for fire protection and resale to or use by residents within the District, and for disposal of or use of facilities for disposal or refuse, sewage, or other wastes, to contract with other governmental authorities and subdivisions in accordance with the provisions of the Interlocal Cooperation Act (Sections 13-801 to 13-827, Reissue Revised Statutes of Nebraska, 1943) as now in effect or as may be hereafter amended, and to perform anyone or more other functions now or hereafter permitted under the provisions of Sections 31-727 through 785, Reissue Revised Statutes of Nebraska, 1943, as amended, or any other applicable provisions of law, and, for the effectuation of its purposes, the powers of the District include without limitation all powers now or hereafter granted to under said provisions and all other powers now or hereafter granted to public corporations under the law of Nebraska, appropriate, convenient, or necessary to said purposes.
4. The District has the power to levy an unlimited property tax to pay its debt and its expenses of operation and maintenance.
5. The District is required to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by the District.
6. The annual budget of the District will be filed with the County Clerk, which budget shows the anticipated revenue and expenses, mill levy and indebtedness of the District.
7. The actual current mill levy amount of the District may be obtained from the County Clerk of Sarpy County, Nebraska.
8. A copy of the annual financial audit of the District will be on file with the Clerk of the District, and the Auditor of Public Accounts.

Carole Hunsley
Carole Hunsley, Clerk of Sanitary and Improvement
District No. 206 of Sarpy County, Nebraska

Subscribed and sworn to before me this 31 day of Oct, 1998.



Henry F. Petlich
Notary Public

EXHIBIT "A"

98-31126B

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 466.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; THENCE CONTINUING S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE N00°10'15"W ALONG SAID WEST LINE, 1993.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 555.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.13 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"W ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.881 ACRES, MORE OR LESS.

08-3112

Count: 24

Verity ✓

Proof 2

[illegible]

LLOYD J. DOWDING

402-593-5773

031126

98-31126A

STATEMENT OF
SANITARY AND IMPROVEMENT DISTRICT NO. 206
OF SARPY COUNTY, NEBRASKA

Pursuant to the provisions of Section 31-727.02 R.R.S. Nebraska, 1943, as amended, the undersigned, Carole Hunsley, Clerk of Sanitary and Improvement District No. 206 of Sarpy County, Nebraska, does hereby certify:

1. The number of the Sanitary and Improvement District is 206.
2. The outer boundaries of said District are set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
3. The purposes for which this District was formed are: to acquire, build, improve, install, maintain, remove, renew, repair, replace, or otherwise conduct or operate electric service lines and conduits, a system of sanitary and storm sewers, a water system, a civil defense warning system, a system of sidewalks, public highways, roads, and streets, public waterways, docks or wharfs, and related appurtenances, dikes and levees for flood protection, and public parks, playgrounds and other recreational facilities, to contract with other sanitary and improvement districts to acquire, build, and improve public parks, playgrounds, and recreational facilities for the joint use of the residents of the contracting districts, to contract with any one or more corporations, municipalities, or persons for electricity for illumination of public highways, roads, and streets, for gas, for police protection and security services, for water for fire protection and resale to or use by residents within the District, and for disposal of or use of facilities for disposal or refuse, sewage, or other wastes, to contract with other governmental authorities and subdivisions in accordance with the provisions of the Interlocal Cooperation Act (Sections 13-801 to 13-827, Reissue Revised Statutes of Nebraska, 1943) as now in effect or as may be hereafter amended, and to perform any one or more other functions now or hereafter permitted under the provisions of Sections 31-727 through 785, Reissue Revised Statutes of Nebraska, 1943, as amended, or any other applicable provisions of law; and, for the effectuation of its purposes, the powers of the District include without limitation all powers now or hereafter granted to under said provisions and all other powers now or hereafter granted to public corporations under the law of Nebraska, appropriate, convenient, or necessary to said purposes.
4. The District has the power to levy an unlimited property tax to pay its debt and its expenses of operation and maintenance.
5. The District is required to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by the District.
6. The annual budget of the District will be filed with the County Clerk, which budget shows the anticipated revenue and expenses, mill levy and indebtedness of the District.
7. The actual current mill levy amount of the District may be obtained from the County Clerk of Sarpy County, Nebraska.
8. A copy of the annual financial audit of the District will be on file with the Clerk of the District, and the Auditor of Public Accounts.

Subscribed and sworn to before me this 21 day of Oct, 1998.

Carole Hunsley
Carole Hunsley, Clerk of Sanitary and Improvement
District No. 206 of Sarpy County, Nebraska

Harvey J. Petrelli
Notary Public

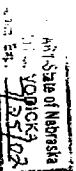


EXHIBIT "A"

98-31126B

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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