

FIRST NEBRASKA TITLE AND ESCROW COMPANY

2425 S. 120th St.
Omaha, NE 68144
Phone: 402-691-9933 Fax: 402-691-9970

DATE:

5-7

TO:

Steve

FIRM/COMPANY:

FAX NUMBER:

593-4405

RE:

FROM:

Janet

OF PAGES TO FOLLOW:

3

*If full transmission is not received, please contact sender.

INDENTURE dated as of March 1, 1956, by and between GUY A. THOMPSON, as Trustee of MISSOURI PACIFIC RAILROAD CORPORATION, IN NEBRASKA, Debtor, appointed and acting as hereinafter set forth (hereinafter called the Trustee), MISSOURI PACIFIC RAILROAD CORPORATION, IN NEBRASKA, a Delaware corporation, parties of the first part, and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called the Company), party of the second part.

WHEREAS, the Trustee is the Trustee, duly appointed, qualified and acting, of the property of the Debtor hereinbefore named (hereinafter called the Debtor) in proceedings pending in the District Court of the United States for the Eastern District of Missouri, Eastern Division (hereinafter called the District Court), entitled "In the Matter of Missouri Pacific Railroad Company, Debtor, In Proceedings for the Reorganization of a Railroad No. 6935" (hereinafter called the Reorganization Proceedings); and

WHEREAS, by the Consummation Order and Final Decree of the District Court entered in the Reorganization Proceedings (hereinafter called the Consummation Order), the Trustee and the Debtor were authorized and directed to execute and deliver to the Company a deed in the form of this Indenture in order to consummate the plan of reorganization theretofore approved and confirmed in the Reorganization Proceedings (hereinafter called the Plan), and the Company was authorized and directed to join in the execution of and to receive a deed in the form of this Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the parties of the first part, in order to carry into effect the Plan and in pursuance of the Consummation Order, and in consideration of the premises and of the execution and delivery by the Company of its securities as provided for in the Plan, and of the obligations, undertakings and agreements of the Company undertaken or made, or to be undertaken or made, pursuant to the Consummation Order, and the Plan, and the agreements of the Company herein contained, have remised, released, transferred, assigned, conveyed, quitclaimed and set over forever, and by these presents do remise, release, transfer, assign, convey, quitclaim and set over forever unto the Company, party of the second part, its successors and assigns all and singular the following described property, rights, privileges and franchises:

2433. All estate, rights, title, interest, claims and demands, of, to, by, in, through, under, and against, or otherwise, franchises, privileges and rights of action of whatsoever name and nature in law or in equity of the nation of the first part in and to all tracings, demands, or operating contracts, agreements, leases, tenements, joint facilities and other rights and privileges.

Seventh. All right, title and interest of every name and nature of the parties of the first part in and to any and all telegraph, telephone or other communication facilities, and the rights and agreements covering the rights to the use of any and all telegraph, telephone or other communication facilities along the lines of railroad now owned or operated by the parties of the first part.

Eighth. Any and all rights, powers, franchises, privileges and immunities now owned or possessed by the parties of the first part which may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of the lines of railroad or of any other property now owned by the parties of the first part.

Ninth. All right, title and interest of the parties of the first part in all cash, bills, notes or accounts receivable, contracts, shares of stock, bonds, notes, certificates and other obligations.

Tenth. All right, title and interest of the parties of the first part in all choses in action, including all claims and demands and all causes of action or pending suits, together with full power, including power of substitution and revocation, for the parties of the first part, and in the name of the parties of the first part or any of them, or in the name of the Company, but for the sole use of the Company, to ask, demand, sue for, prosecute suits for, collect, receive, compound, or give acquittances for any of the same.

TOGETHER with all other properties of any and every kind or character whatsoever and wheresoever situated, real, personal or mixed, at 12:01 in the forenoon, Central Standard Time, on March 1, 1956, or at the date of the execution and delivery of this instrument belonging to the parties of the first part; all tolls, revenues, earnings, income, rents, issues, and profits of said properties; all of the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in equity as in law, of the parties of the first part of, in, and to said properties and every part and parcel thereof and of, in, and to the appurtenances and franchises appertaining thereto; all additions, improvements, and betterments to or upon or in connection with said properties; and all of the lands, tenements, hereditaments, reversions, remainders, rights, privileges, immunities, and benefits appertaining to said properties or any of the same.

79-11
TO HAVE AND TO HOLD, possess and enjoy all and singular the aforesaid real and personal property, rights, claims, demands, cash, stocks, bonds, notes, other securities or obligations, franchises, privileges and immunities thereto appertaining hereby transferred and conveyed or intended so to be, unto Missouri Pacific Railroad Company, its successors and assigns, to its and their own proper use, benefit and behoof, forever, without warranty express or implied in law or in fact.

AND THIS INDENTURE FURTHER WITNESSETH:

That the Trustee shall not incur any personal liability by reason of the execution of this Indenture or by reason of any refusal, except that the parties of the first part covenant and agree that they will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges, of the party of the second part, its successors and assigns, make, do, and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, covenants, and assurances in the law for the better and more effectual carrying out and confirming the premises hereby granted or so usually wanting and confining the premises hereby granted or so intended to be, in and to the party of the second part, its successors or assigns forever, as by the party of the second part, its successors or assigns, or its counsel, shall be reasonably advised or required.

That the acceptance of this Indenture by the Company shall not be construed as an election to accept any contract, lease or agreement which was subject to disaffirmance by the parties of the first part, or either of them, at the date of the execution and delivery of this Indenture, and nothing in this Indenture contained shall be construed to constitute an assumption, adoption or ratification by the Company of any such contract, lease or agreement; but the Company, its successors and assigns, shall within six months after the date of the delivery of this Indenture have the right to disaffirm any contract, lease, traffic, trucking, terminal, stevedoring, operating or other agreement not fully performed, whether made by any of the Debtors or any predecessor corporation; lease or agreement his predecessors (other than any contract; lease or agreement expressly assumed by the Company or made, or required to be made, binding in the record) by special orders of the District Court heretofore entered upon the giving of thirty days written notice to the other party or parties to such contract, lease or agreement.

That the Company, party of the second part, for itself, its successors and assigns, hereby (s) covenants and

agrees that it will in all respects comply with the provisions of the Consummation Order and perform all obligations thereby imposed upon it, and (b) assumes, in accordance with the provisions of the Consummation Order, the obligations of the Trustee by the Consummation Order required to be assumed by the Company, and (c) agrees to indemnify and hold harmless the Trustee from and against any and all liability in respect of any such obligations.

In order to facilitate the recording of this Indenture it has been executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or have caused their hands and seals to be duly affixed hereto, all as of the day and year first above written.

Lucy A. Thompson [L.S.]
As Trustee of MISSOURI PACIFIC
RAILROAD CORPORATION IN NEBRASKA,
DEBTOR, and not individually.

MISSOURI PACIFIC RAILROAD
CORPORATION IN NEBRASKA,
MISSOURI PACIFIC RAILROAD COMPANY,

by

Secretary of the
Corporations named at the
right hereof.

President of the
above-named Corporations

(CORPORATE SEAL OF MISSOURI PACIFIC
RAILROAD CORPORATION IN NEBRASKA)

(CORPORATE SEAL OF MISSOURI PACIFIC
RAILROAD COMPANY)

79-30

STATE OF MISSOURI,)
CITY OF ST. LOUIS,) ss.:

LEO J. FALK, the undersigned officer,
a notary public duly qualified, commissioned, sworn and act-
ing in and for said City and State, hereby certify, that on
this 1st day of March, 1958:

[MISSOURI]

Before me personally appeared GUY A. THOMPSON, to
be known to be the person described in and who executed the
 foregoing instrument, and acknowledged that he executed the
 same as his free act and deed; and

[NEBRASKA]

Before me personally came GUY A. THOMPSON, who is
 personally known to me to be the identical person whose name
 is affixed to the above instrument and he acknowledged said
 instrument to be his voluntary act and deed.

In witness whereof I have hereunto set my hand and
 official seal of office this 1st day of March, 1958.

NOTARY SEAL

My commission expires Dec. 21, 1958.

STATE OF MISSOURI,)
CITY OF ST. LOUIS,) ss.:

LEO J. FALK, the undersigned officer,
a notary public duly qualified, commissioned, sworn and act-
ing in and for said City in said State, hereby certify that
on this 1st day of March, 1958:

1 74-312

[MISSOURI]

Before me appeared P. J. NEFF, to me personally known, who being by me duly sworn, did say that he is President of Missouri Pacific Railroad Corporation in Nebraska and Missouri Pacific Railroad Company and that the seals affixed to the foregoing instrument are the corporate seals of said corporations and that said instrument was signed and sealed in behalf of said corporations by authority of their respective Boards of Directors, and he acknowledged said instrument to be the free act and deed of said corporations; and

[NEBRASKA]

Before me personally came the above-named President of Missouri Pacific Railroad Corporation in Nebraska and Missouri Pacific Railroad Company who is personally known to me to be the identical person whose name is affixed to the above instrument as President of each of said corporations and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of each of said corporations and the voluntary act and deed of their Boards of Directors; and before me personally came the above-named Secretary of each of said corporations and he stated that he knows the seal of each of said corporations, that the seals affixed to said instrument are such corporate seals, that they were affixed by order of the Board of Directors of each of said corporations and that he signed his name thereto by like order.

I am not a director, officer or stockholder of any of the corporations named in the foregoing instrument.

In witness whereof I have hereunto set my hand and official seal of office this 1st day of March, 1956.

[NOTARIAL SEAL]

[Signature]
My commission expires Dec. 21, 1958.
VICTOR C. VICK

98-02373

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
98-002373
98 FEB -3 PM 12:33
Counter 2
Verify DE
DE 11/2
Proof 11/2
Fee 11/2
CK 11/2
Cash 11/2
Change 11/2
REGISTER OF DEEDS

AFFIDAVIT OF STU SUTHERLAND

STATE OF NEBRASKA)
COUNTY OF) ss.

COMES NOW the undersigned, being first duly sworn on oath, and hereby states as follows:

1. That I am an employee of the Sarpy County Highway Department, and that on or about April of 1994, some of my duties included the acquisition of property for county road purposes. I am also in control of and custodian of the records dealing with those duties.

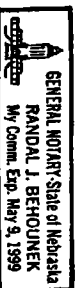
2. After some period of negotiation, the County acquired from Rachel A. Newman a warranty deed for certain property located in the Northeast 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, more accurately described on the attachment to a certain warranty deed dated April 26, 1994, a copy of which is attached hereto as Exhibit "A."

3. The original deed was received by our office, but through error and inadvertence, said original deed was misplaced and not recorded. Attached to this Affidavit is a true and accurate copy of the original deed, as contained in our files.

Further Affiant sayeth naught.

Stu Sutherland
Stu Sutherland

SUBSCRIBED and sworn to before me, a Notary Public, this 30th day of January, 1998.



Randall J. Behounek
Notary Public

002373

98-02373A

(Page 1)

WARRANTY DEED POLITICAL SUB-DIVISION - INDIVIDUAL

Project: JMT-771291 C.N.: 21593 Tract: 1

KNOW ALL MEN BY THESE PRESENTS:

THAT Raquel H. Newman, an unmarried person

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of Sixty Seven Thousand Eight Hundred and No/100 (67,800.00) DOLLARS in hand paid do hereby grant, bargain, sell, convey, and confirm unto Sarpy County, Nebraska hereinafter known as the Grantee, the following described real estate situated in Sarpy County, and the State of Nebraska, to-wit:

A Tract of land located in the Northeast Quarter of Section 16, Township 14 North, Range 12 East of the Sixth Principal Meridian, Sarpy County, Nebraska, Described as Follows:

See Attached Exhibit "A".

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said Grantee and to its successors and assigns forever.

98-02373B

(Page 2)

WARRANTY DEED POLITICAL SUB-DIVISION - INDIVIDUAL

Project: IML-77(29) C.N.: 21593 Tract: 1

And the Grantor does hereby covenant with said Grantee, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the Grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

Signed this 26 day of April A.D. 1994.

X Raquel H. Newman
Raquel H. Newman

44 Macandary Lane 6W

ALL-PURPOSE ACKNOWLEDGMENT

No. 5179

State of California
County of San Francisco

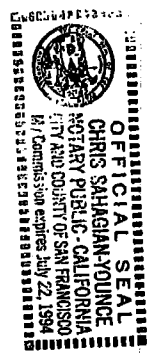
On April 26/1994 before me, CHRIS SAHAGIAN-YOUNG, N.P.
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared RAQUEL H. NEWMAN
NAMES OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
 - ☐ CORPORATE
 - ☐ OFFICER(S)
 - ☐ PARTNER(S)
 - ☐ ATTORNEY-IN-FACT
 - ☐ TRUSTEE(S)
 - ☐ GUARDIAN/CONSERVATOR
 - ☐ OTHER:
- TITLE(S)
☐ LIMITED
☐ GENERAL



Witness my hand and official seal.
Chris Sahagian-Young
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Warranty Deed to 661 So. Div.
Number of Pages 2 Date of Document 4/24/94
Signer(s) Other than Named Above None

EXHIBIT "A"

PROJECT NO: PROJECT TH-77(29) TRACT 1

OWNER NAME: RAGGETT, H. NEWMAN

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 84.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 821.28 FEET ALONG SAID EAST LINE TO THE NORTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY DEFLECTING 060 DEGREES 27 MINUTES 08 SECONDS RIGHT, A DISTANCE OF 189.65 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE TO A POINT; THENCE NORTHWESTERLY DEFLECTING 100 DEGREES 20 MINUTES 07 SECONDS RIGHT, A DISTANCE OF 167.22 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 019 DEGREES 12 MINUTES 23 SECONDS RIGHT, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 008 DEGREES 31 MINUTES 51 SECONDS RIGHT, A DISTANCE OF 101.12 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 004 DEGREES 26 MINUTES 18 SECONDS RIGHT, A DISTANCE OF 378.74 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 003 DEGREES 21 MINUTES 09 SECONDS RIGHT, A DISTANCE OF 195.71 FEET TO A POINT; THENCE EASTERLY DEFLECTING 073 DEGREES 40 MINUTES 41 SECONDS RIGHT, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.31 ACRES MORE OR LESS WHICH INCLUDES 0.63 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

ALSO, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 1020.28 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 1171.11 FEET ALONG SAID EAST LINE TO A POINT; THENCE WESTERLY DEFLECTING 092 DEGREES 11 MINUTES 37 SECONDS RIGHT, A DISTANCE OF 90.84 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 089 DEGREES 52 MINUTES 49 SECONDS RIGHT, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 005 DEGREES 57 MINUTES 11 SECONDS LEFT, A DISTANCE OF 300.53 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 004 DEGREES 14 MINUTES 58 SECONDS RIGHT, A DISTANCE OF 398.47 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 024 DEGREES 28 MINUTES 11 SECONDS RIGHT, A DISTANCE OF 109.38 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 048 DEGREES 59 MINUTES 41 SECONDS LEFT, A DISTANCE OF 249.31 FEET TO A POINT ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY DEFLECTING 084 DEGREES 36 MINUTES 47 SECONDS RIGHT, A DISTANCE OF 187.25 FEET TO THE POINT OF BEGINNING CONTAINING 2.72 ACRES MORE OR LESS WHICH INCLUDES 0.88 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

93-26150

(Page 1)

WARRANTY DEED POLITICAL SUB-DIVISION-INDIVIDUAL

Project: ~~RS-3292121~~

C.N.: 20576A

Tract: 74

RS-3792(2)

KNOW ALL MEN BY THESE PRESENTS:

THAT Raquel H. Newman, unmarried

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of Twenty Four Thousand Eight Hundred and No/100 (\$24,800.00) DOLLARS in hand paid do hereby grant, bargain, sell, convey, and confirm unto Sarpy County, Nebraska hereinafter known as the Grantee, the following described real estate situated in Sarpy County, and the State of Nebraska, to-wit:

A tract of land located in part of the E 1/2 of the NW 1/4 and also the N 1/2 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NE corner of said Section 16; thence S00°09'12"E (assumed bearing) along the East line of said Section 16, a distance of 33.00 feet; thence N89°58'45"W, a distance of 33.00 feet to the Point of Intersection of the West right-of-way line at 96th Street and the South right-of-way line of Harrison Street, said point also being the Point of Beginning; thence S00°09'12"E, along said West right-of-way line of 96th Street, a distance of 267.10 feet; thence S89°50'48"W, a distance of 17.00 feet; thence N00°09'12"W, a distance of 235.15 feet; thence N45°03'58"W, a distance of 21.25 feet; thence N89°58'45"W, a distance of 2605.01 feet to a point on the West line of said NE 1/4 of Section 16; thence S90°00'00"W, a distance of 1334.88 feet to a point on the West line of said E 1/2 of the NW 1/4 of Section 16; thence N00°24'26"W, along the West line of the E 1/2 of said NW 1/4 of Section 16, a distance of 17.00 feet to a point on said South right-of-way line of Harrison Street; thence N90°00'00"E, along said South right-of-way line of Harrison Street, a distance of 1334.92 feet to a point on said West line of the NE 1/4 of Section 16; thence S89°58'45"E, along said South right-of-way line of Harrison Street, a distance of 2637.06 feet to the Point of Beginning.

The above described tract of land contains an area of 71,888 square feet, more or less.

Controlled Access

There will be no vehicular access to 96th Street and Harrison Street from the East and North property lines of the E 1/2 of the NW 1/4 and also the N 1/2 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NE corner of said Section 16; thence S00°09'12"E (assumed bearing) along the East line of said Section 16, a distance of 100.00 feet; thence N89°50'48"W, a distance of 50.00 feet to the point of beginning; thence N00°09'12"W, a distance of 35.00 feet; thence N45°03'58"W, a distance of 21.25 feet; thence N89°58'45"W, a distance of 1230.03 feet to a break in said controlled access line; thence N89°58'45"W, a distance of 50.00 feet; the above describing a 50 foot wide unrestricted controlled access break for a future street right-of-way; thence resuming said controlled access line N89°58'45"W, a distance of 1325.26 feet to a break in said controlled access line; thence N80°00'00"W, a distance of 59.37 feet, the above describing a 59.37 foot wide unrestricted controlled access break for a future street right-of-way; thence resuming said controlled access line N80°00'00"W, a distance of 1250.22 feet to a break in said controlled access line; thence N90°00'00"W, a distance of 25.00 feet, the above describing a 25.00 wide unrestricted controlled access break for one-half of a future street right-of-way, said point also being the Point of Termination, said Point of Termination being on the West line of the E 1/2 of said NW 1/2 of Section 16.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said Grantee and to its successors and assigns forever.

INSTRUMENT NUMBER

93-026150

93 OCT 18 PM 2:02

930142:wd:eed,74

NEBRASKA DOCUMENTARY
STAMP TAX

OCT 18 1993

\$ 64.2 BY SPC

026150

REGISTER OF DEEDS

Proof	<u>SPC</u>
D.E.	<u>NYC</u>
Verify	<u>NYC</u>
Filed	<u>NYC</u>
Checked	<u>NYC</u>
Fee \$	<u>10.52</u>

98-02382

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
98-002382
98 FEB -3 PM 1:09
George J. Dowding
REGISTER OF DEEDS
Counter Self
J.E. Self
J.E. Self
Fee: NOTHING
CK Self
Cash Self
Change Self

THIS PAGE ADDED
FOR RECORDING
INFORMATION.

LOYD J. DOWDING

SAPPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109
PAPILLION, NE 68046-2895
402-593-5773

Project No. TMT-77(29)

STATE OF NEBRASKA
Political Subdivision

RIGHT OF WAY CONTRACT

Project No. TMT-7
Control No. 21583
Tract No. 1

Address: 44 Macondary Lane 6W, San Francisco, CA 94133
hereinafter called the OWNER, and Sarpy County, Nebraska here

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER a deed which will be prepared and furnished by the BUYER, to certain real estate described ~~from the certificate of the proposed highway as follows:~~ on the attached Exhibit "A".

[illegible]

and as shown on approved plans and situated in the NE½, NE¼, and SE¼ NE¼

of Section 16, Township 14, Range 12, of the 6th P.M. in Sarpy County, Nebraska.

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The BUYER agrees to purchase the above described real estate and to pay, therefore, upon the delivery of said executed deed, if the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately _____	4.52 _____	acres at \$ 15,000 _____	per acre, Sta. _____	to Sta. _____	\$ _____	67,800.00 _____
Approximately _____	_____	acres at \$ _____	per acre, Sta. _____	to Sta. _____	\$ _____	_____
Approximately _____	_____	acres at \$ _____	per acre, Sta. _____	to Sta. _____	\$ _____	_____
Moving and replacing approximately _____	_____	rods of fence at \$ _____	per rod _____	_____	\$ _____	_____
Moving and replacing approximately _____	_____	rods of fence at \$ _____	per rod _____	_____	\$ _____	_____

Abstracting Allowance	\$ 50.00
-----------------------	----------

TOTAL	\$ 67,850.00
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The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both Parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreement or understanding, except as set forth in this contract, will be honored by the BUYER.

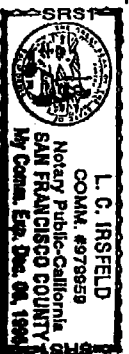
BUYER *[Signature]*

By W. J. Jackson

OWNER

Raquel H. Newman
44 Macondary Lane SW
San Francisco, CA 94133

Right of Way Contract - Political Subdivision



98-02382.B

Dated this 4th day of May, 1994

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____
Raquel H. Newman, an unmarried person _____

to me known to be the identical person _____ whose name _____
affixed to the foregoing instrument as grantor _____
and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary W. Campbell

My commission expires the 4th day of December, 1996

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

Dated this _____ day of _____, 1994

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____
affixed to the foregoing instrument as grantor _____
and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

My commission expires the _____ day of _____, 19____

STATE OF _____

COUNTY OF _____ ss. _____

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record Raquel H. Newman

MEMORANDA

If married, full name of spouse NA

If unmarried, show "single," "widower," "widow" Single

If mortgage or other liens, show names of holders, amounts, dates and book page of record None

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married NA

Name of executor or administrator NA

If any of the owners or heirs are minors, give their names and ages NA

Name of guardian NA

TENANT - Exact and full names. Rent Agreement Bob Roth

REMARKS

Right of Way Contract - Political Subdivision

EXHIBIT "A"

98-023820

PROJECT NO: PROJECT TMT-77(29) TRACT 1

OWNER NAME: ~~RAQUEL~~ H. NEWMAN

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 84.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 821.28 FEET ALONG SAID EAST LINE TO THE NORTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY DEFLECTING 060 DEGREES 27 MINUTES 08 SECONDS RIGHT, A DISTANCE OF 189.65 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE TO A POINT; THENCE NORTHWESTERLY DEFLECTING 100 DEGREES 20 MINUTES 07 SECONDS RIGHT, A DISTANCE OF 167.22 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 019 DEGREES 12 MINUTES 23 SECONDS RIGHT, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 008 DEGREES 31 MINUTES 51 SECONDS RIGHT, A DISTANCE OF 101.12 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 004 DEGREES 26 MINUTES 18 SECONDS RIGHT, A DISTANCE OF 378.74 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 003 DEGREES 21 MINUTES 09 SECONDS RIGHT, A DISTANCE OF 195.71 FEET TO A POINT; THENCE EASTERLY DEFLECTING 073 DEGREES 40 MINUTES 41 SECONDS RIGHT, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.31 ACRES MORE OR LESS WHICH INCLUDES 0.63 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

ALSO, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 1020.28 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 1171.11 FEET ALONG SAID EAST LINE TO A POINT; THENCE WESTERLY DEFLECTING 092 DEGREES 11 MINUTES 37 SECONDS RIGHT, A DISTANCE OF 90.84 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 089 DEGREES 52 MINUTES 49 SECONDS RIGHT, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 005 DEGREES 57 MINUTES 11 SECONDS LEFT, A DISTANCE OF 300.53 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 004 DEGREES 14 MINUTES 58 SECONDS RIGHT, A DISTANCE OF 398.47 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 024 DEGREES 28 MINUTES 11 SECONDS RIGHT, A DISTANCE OF 109.38 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 048 DEGREES 58 MINUTES 41 SECONDS LEFT, A DISTANCE OF 249.31 FEET TO A POINT ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY DEFLECTING 084 DEGREES 36 MINUTES 47 SECONDS RIGHT, A DISTANCE OF 187.25 FEET TO THE POINT OF BEGINNING CONTAINING 2.72 ACRES MORE OR LESS WHICH INCLUDES 0.88 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

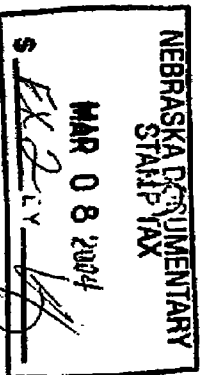
FILED SAMPY CO. ME.

INSTRUMENT NUMBER

110807000

2004 MAR -8 P 2:35

REGISTER OF DEEDS
 Henry J. Lindberg



COUNTER 1 C.E. 1
 VERIFY 1 D.E. 1
 PROOF 1

COUNTER 1 C.E. 1
 VERIFY 1 D.E. 1
 PROOF 1

FEE \$ 10.50

CHECK# 1077 - 5011

CHG 1-2-53 1011
BEING CREDIT

SHORT _____ HCR _____

**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

2004-080714

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That this SPECIAL WARRANTY DEED is made and entered into this 2nd day of March, 2004, by the COUNTY OF SARPY, OF THE STATE OF NEBRASKA, a body politic and corporate, also created and existing under and by virtue of the laws of the State of Nebraska, hereinafter GRANTOR.

That for \$27,000 and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, GRANTOR, by and through the undersigned Chairman of the Board of Commissioners of Sarpy County, Nebraska, does hereby grant, bargain, sell, and convey to Cimarron Woods East, Inc., GRANTEE(S) herein, all of Grantor's right, title, and interest, in and to all of the following described real property, to wit:

A portion of 98th Street right of way North of Valley View Drive, located in the Northeast 1/4 of Section 16, T14N, R12E of the 6th P.M. in Sarpy County, Nebraska, and more particularly described as follows:

Commencing at the Southeast corner of said NE 1/4; thence S87°31'16"W (assumed bearing) 60.00 feet on the South line of said NE 1/4; thence N02°36'21"W 853.84 feet on a line 60.00 West of and parallel with the East line of said NE 1/4 to the point of beginning; thence continuing N02°36'30"W 451.87 feet on a line 60.00 feet West of and parallel with the East line of said NE 1/4; thence N26°44'44"W 1.91 feet; thence S22°13'57"W 109.38 feet; thence S02°14'14"E 359.36 feet; thence N87°23'31"E 44.06 feet; thence N42°23'31"E 7.07 feet to the point of beginning. Containing 0.45 acres more or less

And, a portion of 96th Street right of way South of Valley View Drive, located in the Northeast 1/4 of Section 16, T14N, R12E of the 6th P.M. in Sarpy County, Nebraska, more particularly described as follows:

Commencing at the SE corner of said NE 1/4; thence S87°31'16"W (assumed bearing) 60.00 feet on the South line of said NE 1/4; thence N02°36'21"W 107.69 feet on a line 60.00 feet West of and parallel with the East line of said NE 1/4 to the point of beginning; thence continuing N02°36'30"W 856.15 feet on a line 60.00 feet West of and parallel with the East line of said NE 1/4; thence N47°36'29"W 7.07 feet; thence S87°23'31"W 41.54 feet; thence S08°29'12"E 163.22 feet; thence S21°42'47"W 108.06 feet; thence S19°48'27"E 209.68 feet; thence S07°45'49"E 200.34 feet to the point of beginning. Containing 0.55 acres more or less

to have and to hold the described property together with all tenements, hereditaments, and appurtenances belonging to such property, to Grantees and to Grantees' heirs and assigns forever. This deed is made subject to any easements, restrictions and covenants of record as of the date of this document.

Grantor specially covenants with Grantee that said premises are free and clear of all liens and encumbrances and does hereby covenant to specially warrant and defend said premises against the lawful claims and demands of all persons claiming by through, or under it, and against no other claims or demand.

IN WITNESS WHEREOF, Grantor has caused this deed to be subscribed by its Chairman on this 2nd day of March, 2004.

Christine Anne Vance
Chairman, Sarpy County Board of Commissioners

STATE OF NEBRASKA

)
) ss.

COUNTY OF SARPY

On this the 2nd day of March, 2004, before me, a Notary Public within and for said county, personally appeared Christine Anne Vance, personally known by me to be Chairman of the Sarpy County Board of Commissioners, who executed the foregoing Warranty Deed, an instrument of conveyance, and acknowledged the same to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my Notarial Seal, at the City of Papillion, County of Sarpy, State of Nebraska.

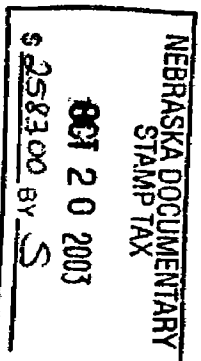
Christine Anne Vance

(Seal)

Notary Public



FILED SAPPY CO. NE.
INSTRUMENT NUMBER
2003-60210
2003 OCT 20 A 9:22
David J. Sappy
REGISTER OF DEEDS



COUNTER SAPPY C.E. 14
VERIFY 14 D.E. 14
PROOF 14
FEES \$ 15.50
CHECK# 14606
CHG CASH
REFUND CREDIT
SHORT NCR

WARRANTY DEED

NEWMAN FAMILY PARTNERS, L.P., a California Limited Partnership (herein "Grantor") for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto CIMARRON WOODS EAST, INC., a Nebraska Corporation ("Grantee"), its successors and assigns forever, all that certain tract, piece or parcel of land, situated, lying and being in the County of Sarpy, State of Nebraska and more particularly described in Exhibit "A" attached hereto (herein "Real Estate").

The Real Estate is unimproved property.

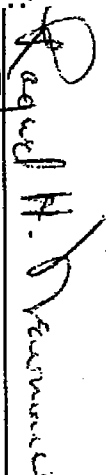
TO HAVE AND TO HOLD, the aforesaid Real Estate, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever in fee simple.

Grantor, for itself, and for its successors and assigns, does hereby covenant and agree to and with the Grantee, that it is lawfully seized and possessed of the Real Estate; that it has full power and lawful authority to sell and convey the same; that title thereto is free, clear and unencumbered, except for restrictions and encumbrances of record, and, that it will forever warrant and defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 14th day of October, 2003.

A

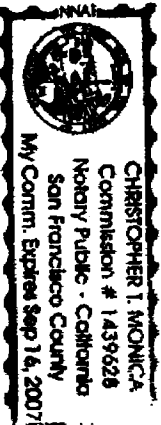
NEWMAN FAMILY PARTNERS, L.P., A
California Limited Partnership
BY R.H.N. CORPORATION, a California
Corporation, Its General Partner

BY: 
RAQUEL H. NEWMAN, President

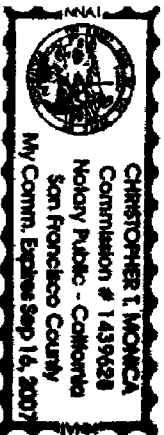
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

Before me, a Notary Public, qualified for said county, personally came RAQUEL H. NEWMAN, President of the R.H.N. Corporation, the General Partner of Newman Family Partners, L.P., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on this 14 day of October, 2003.




NOTARY PUBLIC



203-60210 B

EXHIBIT 'A'

A tract of land being in the North Half of the Northeast Quarter and the South Half of the Northeast Quarter, in Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 16; Thence North 89°55'51" West (assumed bearings) for 60.00 feet along the South line to the Northeast Quarter to the West right of way of 96th street and the TRUE POINT OF BEGINNING;

Thence North 89°55'51" West for 1718.02 feet continuing along the South line of said Northeast Quarter to the Southeast right of way of the Missouri Pacific Railway Company; (Do to the lack of evidence of the Missouri Pacific Railway Company track location, The Southeast right of way of the Missouri Pacific Railway Company was established by locating the right of way fence as existed at the time of the survey. The fence was denoted on The Chicago, Burlington & Quincy Railway Company's right of way and track map sheet No. 2 of 7 from station 1167+58.1 to 964+00 as being placed on the right of way.) Thence along the said right of way for the following 3 courses; 1) Thence along a curve to the right (having a radius of 2732.29 feet and a long chord bearing North 30°20'18" East for 544.05 feet) for an arc length of 544.96 feet; 2) Thence along a curve to the right (having a radius of 2861.83 feet and a long chord bearing North 48°05'55" East for 1168.68 feet) for an arc length of 1176.96 feet; 3) Thence North 60°00'54" East for 546.49 feet to the West right of way of 96th street; (The 96th street right of way was established without benefit of Deeds and was based on Sarpy County Surveyors right of way records.) Thence along said West right of way for the following 8 courses; 1) Thence South 24°11'51" East for 238.78 feet; 2) Thence South 24°46'50" West for 109.38 feet; 3) Thence South 00°18'39" West for 398.47 feet; 4) Thence South 03°56'19" East for 204.21 feet; 5) Thence South 24°15'40" West for 108.06 feet; 6) Thence South 17°15'34" East for 209.68 feet; 7) Thence South 05°12'56" East for 200.34 feet; 8) Thence South 00°03'06" East for 107.69 feet to the POINT OF BEGINNING; EXCEPT that portion dedicated for street right of way by Plat and Dedication filed July 21, 1998 as Instrument No. 98-019744.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-019743
98 JUL 21 PM 2:53
Steve D. Dunning
REGISTER OF DEEDS

98-19743
County SS
Verif. SS
Date 15.50
309 X ☐ ☐ ☐

[The Space Above Line is for Recording Data]

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 8th day of June, 1998 between Newman Family Partnership, L.P., a California limited partnership, hereinafter referred to as "Grantor, and Sanitary and Improvement District No. 195 of Sarpy County, Nebraska, hereinafter referred to as "Grantee."

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and confirm unto said Grantee, and its successors and assigns, the right to use the parcel of land described as follows:

See Attached Exhibit "A"

This easement shall run with the land and terminate thirty (30) days after the improvements are completed.

Said easement is granted general grading and placement of fill material upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including, but not limited to, crops, vines, gardens and lawns within the easement area as necessary for construction.

The area disturbed under this easement will be replaced with like material as existed prior to construction upon the completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and its successors and assigns does confirm with the said Grantee and its assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons.

IN WITNESS THEREOF, said Grantor has executed this Temporary Construction Easement on the day and year first above written.

019743

98-19743A

GRANTOR:

STATE OF CALIFORNIA)
COUNTY OF SAN FERNANDO) ss

By: Joseph H. Newman
Its: Joseph H. Newman

On this 13th day of JULY, 1998, before me, a Notary Public in and for said County and State, personally appeared RAQUEL H. NEWMAN of the Newman Family Partnership, L.P., who executed the above and foregoing easement acknowledged the execution thereof to be his or her voluntary act and deed on behalf of said limited partnership.

Joseph H. Newman
Notary Public

My commission expires OCT. 1, 1999.



Please Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
Attn: LAT

98-19743 B

Commencing at the East 1/4 corner of said Section 16; thence S89°58'41"W (assumed bearing) along the South line of said NE 1/4 of Section 16, a distance of 33.00 feet to the point of intersection of the West right-of-way line of 96th Street and the North right-of-way line of Melissa Street; thence N00°09'00"W along said West right-of-way line of 96th Street, a distance of 25.06 feet to the point of beginning; thence N89°54'54"W, a distance of 286.19 feet; thence Southwesterly on a curve to the left with a radius of 200.00 feet, a distance of 102.67 feet, said curve having a long chord which bears S75°22'43"W, a distance of 101.55 feet to a point on said North right-of-way line of Melissa Street, said point also being the Northeast corner of Lot 106, Mayfair Replat One, a subdivision located in the East 1/2 of the SE 1/4 of said Section 16, said point also being on said South line of the NE 1/4 of Section 16; thence S89°58'41"W along the North line of said Lot 106, Mayfair Replat One, said line also being said South line of the NE 1/4 of Section 16, a distance of 146.20 feet; thence Northeasterly on a curve to the right with a radius of 300.00 feet, a distance of 285.68 feet, said curve having a long chord which bears N62°48'15"E, a distance of 275.01 feet; thence S89°54'54"E, a distance of 286.78 feet to a point on said West right-of-way line of 96th Street; thence S00°09'00"E along said West right-of-way of 96th Street, a distance of 100.00 feet to the point of beginning.

Survey plat map showing the intersection of Melissa Street and a proposed road. The map includes bearings and distances for various line segments, a north arrow, a scale bar (1 inch = 100 feet), and labels for "MAYFAIR REPLAT ONE" and "O.L. "A" MAYFAIR". Key points include "POINT OF BEGINNING", "COMMENCING POINT", and "SEC. 16-14-12".

Key measurements and labels:

- $R=300.00'$ $L=285.68'$
- $L.C.=N\ 62^{\circ}48'15''\ E,\ 275.01'$
- $S\ 89^{\circ}58'41''\ W\ 146.20'$
- $R=200.00'$ $L=102.67'$
- $L.C.=S\ 75^{\circ}22'43''\ W,\ 101.55'$
- $S\ 89^{\circ}54'54''\ E\ 285.78'$
- $N\ 89^{\circ}54'54''\ W\ 286.19'$
- $S\ 00^{\circ}09'00''\ E,\ 100.00'$
- $N\ 00^{\circ}09'00''\ W,\ 25.06'$
- $S\ 89^{\circ}58'41''\ W,\ 33.00'$
- $SEC.\ 16-14-12$
- 106 MAYFAIR REPLAT ONE
- 133 MAYFAIR REPLAT ONE
- O.L. "A" MAYFAIR
- MELISSA STREET
- POINT OF BEGINNING
- COMMENCING POINT
- SEC. 16-14-12
- 1 inch = 100 ft.
- #97054
- 2-19-98

**E & A CONSULTING GROUP
12001 "Q" STREET
OMAHA, NE 68137**

98-02373

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-002373
98 FEB -3 PM 12:33
COUNTED 21
VERIFIED 21
PROOF 100
FEES 1175
CK ☐
CASH ☐
CHANGE ☐
George S. Lundberg
REGISTER OF DEEDS

AFFIDAVIT OF STU SUTHERLAND

STATE OF NEBRASKA)
) ss.
COUNTY OF)

COMES NOW the undersigned, being first duly sworn on oath, and hereby states as follows:

1. That I am an employee of the Sarpy County Highway Department, and that on or about April of 1994, some of my duties included the acquisition of property for county road purposes. I am also in control of and custodian of the records dealing with those duties.
2. After some period of negotiation, the County acquired from Rachel A. Newman a warranty deed for certain property located in the Northeast 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, more accurately described on the attachment to a certain warranty deed dated April 26, 1994, a copy of which is attached hereto as Exhibit "A."
3. The original deed was received by our office, but through error and inadvertence, said original deed was misplaced and not recorded. Attached to this Affidavit is a true and accurate copy of the original deed, as contained in our files.

Further Affiant sayeth naught.

Stu Sutherland
Stu Sutherland

SUBSCRIBED and sworn to before me, a Notary Public, this 30th day of January, 1998.

Randal J. Behounek
Notary Public



002373

98-02373A

(Page 1)

WARRANTY DEED POLITICAL SUB-DIVISION - INDIVIDUAL

Project: TMF-77129 C.N.: 21593 Tract: 1

KNOW ALL MEN BY THESE PRESENTS:

THAT Raquel H. Newman, an unmarried person

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of Sixty Seven Thousand Eight Hundred and No/100 (67,800.00) DOLLARS in hand paid do hereby grant, bargain, sell, convey, and confirm unto Sarpy County, Nebraska hereinafter known as the Grantee, the following described real estate situated in Sarpy County, and the State of Nebraska, to-wit;

A Tract of land located in the Northeast Quarter of Section 16, Township 14 North, Range 12 East of the Sixth Principal Meridian, Sarpy County, Nebraska, Described as Follows:

See Attached Exhibit "A".

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said Grantee and to its successors and assigns forever.

98-02373B

(Page 2)

WARRANTY DEED POLITICAL SUB-DIVISION - INDIVIDUAL

Project: TMT-771291 C.N.: 21593 Tract: 1

And the Grantor does hereby covenant with said Grantee, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the Grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

Signed this 26 day of April A.D. 1994.

X Raquel H. Newman
Raquel H. Newman

44 Macandary Lane RM

ALL-PURPOSE ACKNOWLEDGMENT

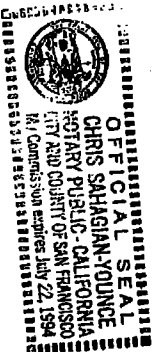
NO. 5179

State of CALIFORNIA
County of San Francisco

On April 26/1994 before me, CHRIS SAHAGIAN-YOUNG, N.Y.
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared RAQUEL H. NEWMAN
NAME(S) OF SIGNER(S)

☒ Personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Chris Sahagian-Young
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE _____
OFFICER(S) _____
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEES)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(ES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Warranty Deed to B.I. Soc. Div.
Number of Pages 2 Date of Document 4/26/94
Signer(s) Other than Named Above None

©1992 NATIONAL NOTARY ASSOCIATION • 6235 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91304-7184

h:\9311381wd-1:1

EXHIBIT "A"

98-02373C

PROJECT NO: PROJECT TH1-77(29) TRACT 1

OWNER NAME: RAQUEL B. NEWMAN

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 84.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 821.28 FEET ALONG SAID EAST LINE TO THE NORTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY DEFLECTING 060 DEGREES 27 MINUTES 08 SECONDS RIGHT, A DISTANCE OF 189.65 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE TO A POINT; THENCE NORTHWESTERLY DEFLECTING 100 DEGREES 20 MINUTES 07 SECONDS RIGHT, A DISTANCE OF 167.22 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 019 DEGREES 12 MINUTES 23 SECONDS RIGHT, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 008 DEGREES 31 MINUTES 51 SECONDS RIGHT, A DISTANCE OF 101.12 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 604 DEGREES 26 MINUTES 18 SECONDS RIGHT, A DISTANCE OF 378.74 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 003 DEGREES 21 MINUTES 09 SECONDS RIGHT, A DISTANCE OF 195.71 FEET TO A POINT; THENCE EASTERLY DEFLECTING 073 DEGREES 40 MINUTES 41 SECONDS RIGHT, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.31 ACRES MORE OR LESS WHICH INCLUDES 0.63 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

ALSO, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 1020.28 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 1171.11 FEET ALONG SAID EAST LINE TO A POINT; THENCE WESTERLY DEFLECTING 092 DEGREES 11 MINUTES 37 SECONDS RIGHT, A DISTANCE OF 90.84 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 039 DEGREES 52 MINUTES 49 SECONDS RIGHT, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 005 DEGREES 57 MINUTES 11 SECONDS LEFT, A DISTANCE OF 300.53 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 004 DEGREES 14 MINUTES 58 SECONDS RIGHT, A DISTANCE OF 398.47 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 024 DEGREES 28 MINUTES 11 SECONDS RIGHT, A DISTANCE OF 109.38 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 048 DEGREES 58 MINUTES 41 SECONDS LEFT, A DISTANCE OF 249.31 FEET TO A POINT ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY DEFLECTING 084 DEGREES 36 MINUTES 47 SECONDS RIGHT, A DISTANCE OF 187.25 FEET TO THE POINT OF BEGINNING CONTAINING 2.72 ACRES MORE OR LESS WHICH INCLUDES 0.88 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

97-16184

FILED SARY CO. NE.

INSTRUMENT NUMBER

97-16184

97 JUL 31 AM 11:24

George S. Douglas

REGISTER OF DEEDS

Counter 850
Verify: *[initials]*
D.E.: *[initials]*
Proof: *[initials]*
Fee: 5.50
Cash
Change

July 25, 1997

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of an easement over, upon, along and above the following described property:

The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twelve (12) East of the 6th p.M., Sary County, Nebraska.

by an easement dated August 28, 1929 and filed for record December 5, 1929 in Book 7 at page 215 of miscellaneous records in the office of the Register of Deeds, Sary County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 28th day of July, 1997.

OMAHA PUBLIC POWER DISTRICT

[Signature]
Approved by Engineering

[Signature]
Michael L. Vodicka - Manager
Administrative Services Engineering Div

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 28th day of July, 1997, before me the undersigned, a Notary Public in and for said county personally came Michael L. Vodicka - Manager of Administrative Services, Engineering Division, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be their voluntary act and deed.

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

[Signature]
NOTARY PUBLIC

SE¼ 16-14-12



016184

FILED SARPY CO. NE.

REGISTERED DEEDS

97-012296

97 JUN 17 PM 4:25

REGISTERED DEEDS

97-12296
J.E. 12296
Proof 12296
Fee 12296
CK ☐
Cash ☐
Charge ☐

THIS PAGE ADDED FOR
RECORDING
INFORMATION.

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109
PAPILLION, NEBRASKA 68046-2895

07-13291A

- SALLY CUNY**
Political Sub-Division
RIGHT OF WAY CONTRACT

3, Parcel 1

SARBY QUINCY

the objects, which will be

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SARPY.

County, Nebraska

If the Owner so desires he/she

1. 1. 1. 1. 1.

\$ 19,700.00

~~\$ 19,700.00~~

and which are actually damaged

...payments is due and ar
ries holding such encumbrance

Insurance be required, this contract

1

! agreements or understanding

OWNER
NEWMAN FAMILY PARTNERS, L.P.

May

DIVISION

97-12296B-1

Used this 15th day of June 1997
On the above date, before me a General Notary Public duly commissioned
and qualified, personally came, Walter H. Newkirk
to me known to be the identical person whose name, W.H. appeared in the
foregoing instrument as grantor and acknowledged the same to be a
voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary W. H. Newkirk

My commission expires the 25th day of January 2001
STATE OF CALIFORNIA
SAN FRANCISCO County



MEMORANDA

Used this 15th day of June 1997
On the above date, before me a General Notary Public duly commissioned
and qualified, personally came, Walter H. Newkirk
to me known to be the identical person whose name, W.H. appeared in the
foregoing instrument as grantor and acknowledged the same to be a
voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary W. H. Newkirk

My commission expires the 25th day of January 2001
STATE OF CALIFORNIA
SAN FRANCISCO County

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record

If married, full name of spouse

If unmarried, show "single," "widow," "widower"

If mortgage or other liens, show names of holders, amounts, dates and book page of record

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married

Name of executor or administrator

If any of the owners or heirs are minors, give their names and ages

Name of guardian

REMARKS - Exact and full names. Real Agreement

REMARKS

97-122940 C77690-
RIGHT-OF-WAY ACQUISITION

Tract No. 3, Parcel No. 1

S 1/2 of the NE 1/4 of Section 16-14-12

A tract of land in the South 1/2 of the Northeast 1/4 of Section 16, T14N, R12E, of the 6th PM, Sarpy County, Nebraska, more particularly described as follows:
Commencing at the East 1/4 corner of said Section 16, thence S 89°-25'-45"W (an assumed bearing) along the South line of said Northeast 1/4 for 33.00 feet to a point on the ROW of 96th Street being the point-of-beginning; thence continuing S 89°-25'-45"W along the South line of said Northeast 1/4 for 27.00 feet, thence N 00°-01'-08"W along a line 60.00 feet West of and parallel to the East line of said Northeast 1/4 for 107.69 feet; thence N 5°-02'-38"W for 200.34 feet to a point 78.00 feet West of the East line of said Northeast 1/4; thence N 17°-32'-09"W for 209.68 feet to a point 140.00 feet West of the East line of said Northeast 1/4; thence N 24°-12'-52"E for 109.26 feet to a point on the existing ROW of 96th Street being 95.00 feet West of the East line of said Northeast 1/4, thence S 3°-29'-27"E along the existing ROW for 97.55 feet to a point 88.96 feet West of the East line of said Northeast 1/4, thence S 3°-29'-27"W along the existing ROW for 50.37 feet to a point 91.00 feet West of the East line of said Northeast 1/4, thence N 89°-52'-53"E for 58.00 feet to the ROW of 96th Street, thence S 00°-01'-08"E along a line 33.00 feet West of and parallel to the East line of said Northeast 1/4 for 459.69 feet to the point-of-beginning and containing 24,903.48 sq. ft. ± or 0.57 acres ±.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-23205

2002 JUN 21 A 10:44 AM

October 1, 2001

REGISTER OF DEEDS

Counter DM
Verify SA
D.E. MA
Proof MA
Fee \$ 57.50
ck ☒ Cash ☐ Chg ☐
9699

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation and formerly known as NEBRASKA POWER COMPANY, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of an easement over, upon, along and above the following described property:

The South Half of the Northeast Quarter (S½ NE¼) together with the Southeast Quarter of the Northwest Quarter (SE¼ NW¼), all in Section Sixteen (16), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy County, Nebraska.

by an easement dated October 28, 1929 and filed for record December 5, 1929 in Book 7 at page 214 of miscellaneous records in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 4th day of October, 2001.

OMAHA PUBLIC POWER DISTRICT

A. K. Tuck
Approved by Engineering

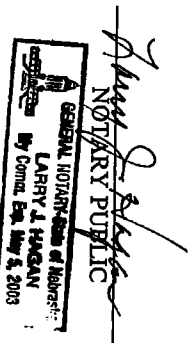
Michael L. Vodicka
Michael L. Vodicka - Manager
Administrative Services Engineering Div

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2001, before me the undersigned, a Notary Public in and for said county personally came Michael L. Vodicka - Manager of Administrative Services, Engineering Division, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be their voluntary act and deed.

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

NE¼ & NW¼ 16-14-12



23205

all lots
Southbrook RR

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
2003-60211

2003 OCT 20 A 9:26 AM

Shirley D. Sappy
REGISTER OF DEEDS

COUNTER 2074 CE
VERIFY SM DE
PROOF SM
FEES \$ 45.50
CHECK# 11944
CHG. CASH
REFUND CREDIT
SHORT MCR

State of Nebraska _____ Space Above This Line For Recording Data _____
REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

☐ Construction Security Agreement ☐ Master form recorded by _____

1. **DATE AND PARTIES.** The date of this Deed of Trust is 10-17-2003 and the parties and their addresses are as follows:

TRUSTOR: CIMARRON WOODS EAST INC, A NEBRASKA CORPORATION
18255 WOODLAND DRIVE
OMAHA, NE 68136-4000

☐ Refer to the Addendum which is attached and incorporated herein for additional Trustors.
TRUSTEE: PINNACLE BANK
1200 GOLDEN GATE DRIVE
PAPILLION, NE 68046

47-0098450

BENEFICIARY: PINNACLE BANK - PAPILLION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
1200 GOLDEN GATE DRIVE
PAPILLION, NE 68046

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:
SEE ATTACHED EXHIBIT A

The property is located in SAPPY at 96TH AND GILES
(County) LAVISTA, Nebraska
(City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, 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"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

NEBRASKA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT
(NOT FOR FIMA, FLMIC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)
Expires SM ©1993, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGC-RES1 NE 3/1/2002 *[Signature]* (page 1 of 8)

60211

ENT

0370734

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 2,000,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
- A UNIVERSAL NOTE #2975-545-80 DATED 10/17/03 IN THE AMOUNT OF \$2,000,000.00
- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
- C. All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
- D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor agrees to assign to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to defend title to the Property against any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Trustor's residence, this section shall be subject to the

restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.

10. TRANSFER OF AN INTEREST IN THE GRANTOR. If Trustor is an entity other than a natural person (such as a corporation or other organization), Beneficiary may demand immediate payment if (1) a beneficial interest in Trustor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation. However, Beneficiary may not demand payment in the above situations if it is prohibited by law as of the date of this Deed of Trust.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Trustor is an entity other than a natural person (such as a corporation or other organization), Trustor makes to Beneficiary the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Trustor is an entity which is duly organized and validly existing in the Trustor's state of incorporation (or organization). Trustor is in good standing in all states in which Trustor transacts business. Trustor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Trustor operates.
- B. The execution, delivery and performance of this Deed of Trust by Trustor and the obligation evidenced by the Evidence of Debt are within the power of Trustor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Trustor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Beneficiary's prior written consent, Trustor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor will give Beneficiary prompt notice of any loss or damage to the Property. Trustor will keep the Property free of noxious weeds and grasses. Trustor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Beneficiary's prior written consent. Trustor will notify Beneficiary of all demands, proceedings, claims, and actions against Trustor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Trustor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Trustor also agrees that the nature of the occupancy and use will not change without Beneficiary's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Beneficiary's prior written consent except that Trustor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Deed of Trust. Trustor shall not partition or subdivide the Property without Beneficiary's prior written consent. Beneficiary or Beneficiary's agents may, at Beneficiary's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Beneficiary's benefit and Trustor will in no way rely on Beneficiary's inspection.

13. AUTHORITY TO PERFORM. If Trustor fails to perform any of Trustor's duties under this Deed of Trust, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Deed of Trust, Beneficiary may, without notice, perform the duties or cause them to be performed. Trustor appoints Beneficiary as attorney in fact to sign Trustor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Beneficiary may do whatever is necessary to protect Beneficiary's security interest in the Property. This may include completing the construction.

Beneficiary's right to perform for Trustor shall not create an obligation to perform, and Beneficiary's failure to perform will not preclude Beneficiary from exercising any of Beneficiary's other rights under the law or this Deed of Trust. Any amounts paid by Beneficiary for insuring, preserving or otherwise protecting the Property and Beneficiary's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

15. DEFAULT. Trustor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Deed of Trust, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guaranteeing, securing or otherwise relating to the Secured Debt;

- C. The making or furnishing of any verbal or written representation, statement or warranty to Beneficiary that is false or incorrect in any material respect by Trustor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, appointment of a receiver for, or application of any debtor relief law to, Trustor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Beneficiary at any time that Beneficiary is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the Property is impaired;
- F. A material adverse change in Trustor's business including ownership, management, and financial conditions, which Beneficiary in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

16. REMEDIES ON DEFAULT. In some instances, federal and state law will require Beneficiary to provide Trustor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Beneficiary may accelerate the Secured Debt and foreclose this Deed of Trust in a manner provided by law if this Trustor is in default.

At the option of Beneficiary, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Deed of Trust and any related documents including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Beneficiary, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Beneficiary all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Beneficiary may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Beneficiary is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require full and complete cure of any existing default. By not exercising any remedy on Trustor's default, Beneficiary does not waive Beneficiary's right to later consider the event a default if it continues or happens again.

17. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Trustor agrees to pay all of Beneficiary's expenses if Trustor breaches any covenant in this Deed of Trust. Trustor will also pay on demand all of Beneficiary's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Beneficiary in respect to the Property. Trustor agrees to pay all costs and expenses incurred by Beneficiary in enforcing or protecting Beneficiary's rights and remedies under this Deed of Trust, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Beneficiary agrees to release this Deed of Trust and Trustor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Trustor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Trustor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

- D
- C. Trustor will immediately notify Beneficiary if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Trustor will take all necessary remedial action in accordance with Environmental Law.
- D. Trustor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Trustor or any tenant of any Environmental Law. Trustor will immediately notify Beneficiary in writing as soon as Trustor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Beneficiary has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Trustor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Beneficiary first consents in writing.
- G. Trustor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Trustor will permit, or cause any tenant to permit, Beneficiary or Beneficiary's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Trustor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Beneficiary's request and at any time, Trustor agrees, at Trustor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Beneficiary. The choice of the environmental engineer who will perform such audit is subject to Beneficiary's approval.
- J. Beneficiary has the right, but not the obligation, to perform any of Trustor's obligations under this section at Trustor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Trustor will indemnify and hold Beneficiary and Beneficiary's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Beneficiary and Beneficiary's successors or assigns may sustain; and (2) at Beneficiary's discretion, Beneficiary may release this Deed of Trust and in return Trustor will provide Beneficiary with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Beneficiary's rights under this Deed of Trust.
- L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Beneficiary or any disposition by Beneficiary of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. **CONDEMNATION.** Trustor will give Beneficiary prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Trustor further agrees to notify Beneficiary of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Trustor authorizes Beneficiary to intervene in Trustor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Trustor assigns to Beneficiary the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior security agreement.

20. **INSURANCE.** Trustor agrees to maintain insurance as follows:

- A. Trustor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. What Beneficiary requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property according to the terms of this Deed of Trust.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard "mortgage clause" and, where applicable, "Beneficiary loss payee clause." Trustor shall immediately notify Beneficiary of cancellation or termination of the insurance. Beneficiary shall have the right to hold the policies and renewals. Beneficiary requires. Trustor shall immediately give to Beneficiary all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made immediately by Trustor.

Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to the Trustor. If Trustor abandons the Property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. 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.

B. Trustor agrees to maintain comprehensive general liability insurance naming Beneficiary as an additional insured in an amount acceptable to Beneficiary, insuring against claims arising from any accident or occurrence in or on the Property.

C. Trustor agrees to maintain rental loss or business interruption insurance, as required by Beneficiary, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Beneficiary.

21. **NO 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.

22. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem necessary. Trustor warrants that all financial statements and information Trustor provides to Beneficiary are, or will be, accurate, correct, and complete. Trustor agrees to sign, deliver, and file as Beneficiary may reasonably request any additional documents or certifications that Beneficiary's consider necessary to perfect, continue, and preserve Trustor's obligations under this Deed of Trust and Beneficiary's lien status on the Property. If Trustor fails to do so, Beneficiary may sign, deliver, and file such documents or certificates in Trustor's name and Trustor hereby irrevocably appoints Beneficiary or Beneficiary's agent as attorney in fact to do the things necessary to comply with this section.

23. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Deed of Trust are joint and individual. If Trustor signs this Deed of Trust but does not sign the 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. Trustor agrees that Beneficiary and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or the Evidence of Debt without Trustor's consent. Such a change will not release Trustor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Trustor and Beneficiary.

If this Deed of Trust secures a guaranty between Beneficiary and Trustor and does not directly secure the obligation which is guaranteed, 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 including, but not limited to, anti-deficiency or one-action laws.

24. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Deed of Trust 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 Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, 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 or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.

25. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

26. **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 Deed of Trust, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

F

27. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Deed of Trust:

- ☐ Construction Loan. This Deed of Trust secures an obligation incurred for the construction of an improvement on the Property.
- ☐ Fixture Filing. Trustor grants to Beneficiary a security interest in all goods that Trustor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ Crops; Timber; Minerals; Rents, Issues, and Profits. Trustor grants to Beneficiary a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ Personal Property. Trustor grants to Beneficiary a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Trustor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

- ☐ Filing As Financing Statement. Trustor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement of purposes of Article 9 of the Uniform commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.

28. OTHER TERMS. If checked, the following are applicable to this Deed of Trust:

- ☒ 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 Deed of Trust will remain in effect until released.
- ☐ Agricultural Property. Trustor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Trustor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ Additional Terms.


DESIGNATION OF HOMESTEAD

Pursuant to the Farm Homestead Protection Act, designation of homestead ☐ is attached to this Deed of Trust and made a part hereof ☐ has been disclaimed; the disclaimer is attached to this Deed of Trust and made a part hereof.

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

- ☐ Actual authority was granted to the parties signing below by resolution signed and dated _____

Entity Name: CIMARRON WOODS EAST INC

			
(Signature)	(Date)	(Signature)	(Date)
MELVIN SUDBECK, PRESIDENT			

(Signature)	(Date)	(Signature)	(Date)
<input type="checkbox"/> Refer to the Addendum which is attached and incorporated herein for additional Trustors, signatures and acknowledgments.			

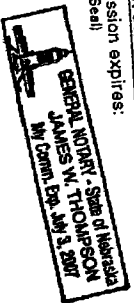
6

ACKNOWLEDGMENT:

(individual)
This instrument was acknowledged before me this day _____, COUNTY OF _____, ss.
STATE OF _____ of _____
by _____
My commission expires: _____ (Notary Public)
(Seal)

(Business
or Entity
Acknowledg-
ment)

STATE OF NEBRASKA, COUNTY OF SARPY, ss.
This instrument was acknowledged before me this day _____ 17TH _____ of _____ OCTOBER, 2003
by MELVIN SUDBECK, PRESIDENT (Title)
of CIMARRON WOODS EAST INC, op. behalf of the business or entity.
a NEBRASKA CORPORATION (Name of Business or Entity)
My commission expires: _____ (Notary Public)



2003-60211 H

EXHIBIT 'A'

A tract of land being in the North Half of the Northeast Quarter and the South Half of the Northeast Quarter, in Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 16; Thence North 89°55'51" West (assumed bearings) for 60.00 feet along the South line to the Northeast Quarter to the West right of way of 96th street and the TRUE POINT OF BEGINNING;

Thence North 89°55'51" West for 1718.02 feet continuing along the South line of said Northeast Quarter to the Southeast right of way of the Missouri Pacific Railway Company; (Do to the lack of evidence of the Missouri Pacific Railway Company track location. The Southeast right of way of the Missouri Pacific Railway Company was established by locating the right of way fence as existed at the time of the survey. The fence was denoted on The Chicago, Burlington & Quincy Railway Company's right of way and track map sheet No. 2 of 7 from station 1167+58.1 to 964+00 as being placed on the right of way.) Thence along the said right of way for the following 3 courses: 1) Thence along a curve to the right (having a radius of 2732.29 feet and a long chord bearing North 30°20'18" East for 544.05 feet) for an arc length of 544.96 feet; 2) Thence along a curve to the right (having a radius of 2861.83 feet and a long chord bearing North 48°05'55" East for 1168.68 feet) for an arc length of 1176.96 feet; 3) Thence North 60°00'54" East for 546.49 feet to the West right of way of 96th street. (The 96th street right of way was established without benefit of Deeds and was based on Sarpy County Surveyor's right of way records.) Thence along said West right of way for the following 8 courses: 1) Thence South 24°11'51" East for 238.78 feet; 2) Thence South 24°46'50" West for 109.38 feet; 3) Thence South 00°18'39" West for 398.47 feet; 4) Thence South 03°56'19" East for 204.21 feet; 5) Thence South 00°15'40" West for 108.06 feet; 6) Thence South 17°15'34" East for 209.68 feet; 7) Thence South 05°12'58" East for 200.34 feet; 8) Thence South 00°03'06" East for 107.69 feet to the POINT OF BEGINNING; EXCEPT that portion dedicated for street right of way by Plat and Dedication filed July 21, 1998 as Instrument No. 98-019744.

FILED SHAPI CO. NE

200543336

2005 NOV 23 P 4:02

REGISTER OF DEEDS

VERIFY DO D.E. LN

PROOF D

5.50

FILES ~~1~~ 2

QUICK# 24994

CHECK# 57617
CASH

SHORT _____ NCR _____

PARTIAL DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

as Trustor, to GREAT WESTERN BANK, AS TRUSTEE, dated **OCTOBER 11, 2000**, in **INSTRUMENT** COUNTY BANK & TRUST CO., the beneficiary named therein, dated **OCTOBER 11, 2000**, in **INSTRUMENT** **NOVEMBER 3, 2003**, in the office of the Register of Deeds of SARPY County, NEBRASKA, in writing that this Beneficiary has been paid, and said Beneficiary has requested in writing that this Beneficiary be released by the endorserment below.

NOW, THEREFORE, in consideration of such payment and in accordance with the Partial Deed of Reconveyance be executed and recorded with the County of Santa Clara, California, the person or persons entitled thereto, without warranty, all the estate and interest therein, the undersigned as Trustee does by these presents, grant, remise, release, and convey unto the person or persons entitled thereto, the legally described as follows: Beneficiary named therein, to have and to hold unto the person or persons so legally described as follows:

Beneficiary named therein, the undersigned do hereby warrant, without warranty, or claim of title, to the person or persons entitled thereto, without warranty, or claim of title, to quitclaim and reconvey to the person or persons said Trust Deed in the property legally described as said Trust by or through said Trust Deed in the property legally described as follows:

LOT 127, CIMARRON WOODS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

This Partial Deed of Reconveyance is given on the _____ day of _____, 20____, and shall be recorded in the Public Records of the County of _____, State of _____, and shall not affect the other property described in the said Deed of Trust, which property shall remain subject to the lien of the said Deed of Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at New York, New York, on the 16th day of November, 2005.


GREAT WESTERN BANK, TRUSTEE

BY 1-1-5
ITS VICE PRESIDENT

STATE OF NEBRASKA)
) ss:

COUNTY OF DOUGLAS)

COUNTY OF DOUGLAS)
The foregoing instrument was acknowledged before me **November 16, 2005**, by **BRIAN DIEDRICHSEN, VICE PRESIDENT** and **KOLLEEN HOOVER, VICE PRESIDENT** of Great Western Bank, a Nebraska Corporation, on behalf of the corporation as such Trustee.


A GENERAL NOTARY, State of Nebraska,
I, **WILLIAM L. NELSON**,

My commission expires:

6-5-06

REQUEST FOR PARTIAL DEED OF RECONVEYANCE

Great Western Bank, the defendant, delivered the foregoing Partial Deed of Reconveyance.

Date: November 16, 2005

GREAT WESTERN BANK

DR. J. H. HARRIS
ITS VICE PRESIDENT


STATE OF NEBRASKA)
ss:)

COUNTY OF DOUGLAS)

COUNTY OF DOUGLAS)
The foregoing instrument was acknowledged before me **November 16, 2005**, by **BRIAN DIEDRICHSEN, VICE PRESIDENT AND KOLLEEN HOOVER, VICE PRESIDENT** of Great Western Bank, a Nebraska Corporation, on behalf of the Corporation.

MY commission expires:

4/5/04

 GENERAL NOTARY - State of Nebraska
DIXIE L. NIELSON
My Comm. Exp. June 5, 2006

Eric S. Nelson
Notary Public

ITS VICE PRESIDENT

—

INSTRUMENT NUMBER:
2420543536

George D. Lundberg

REGISTER OF DEEDS

COUNTER JD C.E. SA
 VERIFY JD D.E. SA
 PROOF D

FEES \$ 5.50

CHECK# ১৭৭৭

REFUND _____ CREDIT _____

SHORT _____ NCR _____

KNOW ALL MEN BY THESE PRESENTS:

Beneficiary named therein, the undersigned as Trustee does by these presents, grant, remise, release, quitclaim and reconvey to the person or persons entitled thereto, without warranty, all the estate and interest derived to said Trust by or through said Trust Deed in the property legally described as follows:

This Partial Deed of Reconveyance is given on the express understanding and condition that it shall in no way affect the other property described in the said Deed of Trust, which property shall remain subject to the said Deed of Trust.

GREAT WESTERN BANK, TRUSTEE

BY W. J. 700
ITS VICE PRESIDENT

The foregoing instrument was acknowledged before me **November 16, 2005**, by **BRIAN DIEDRICHSEN, VICE PRESIDENT and KOLLEEN HOOVER, VICE PRESIDENT** of Great Western Bank, a Nebraska Corporation, on behalf of the corporation as such Trustee.

GENERAL NOTARY-STATE OF NEBRASKA
DIXIE L. NELSON
My Comm. Exp. June 5, 2016
Notary Public

Date: November 16, 2005

BY John Doe
ITS VICE PRESIDENT

The foregoing instrument was acknowledged before me **November 16, 2005**, by **BRIAN DIEDRICHSEN, VICE PRESIDENT AND KOLLEEN HOOVER, VICE PRESIDENT** of Great Western Bank, a Nebraska Corporation, on behalf of the Corporation.

 GENERAL NOTARY - State of Nebraska
DIXIE L. NELSON
My Comm. Exp. June 5, 2006

David Nelson
Notary Public

FILED SARPY CO. NE.

REGISTERED DEEDS
97-1012296

97 JUN 17 PM 4:25

Lloyd J. Dowding
REGISTERED DEEDS

97-1012296
DEED
BOOK 248
PAGE 216
CK
Cash
Chaps

THIS PAGE ADDED FOR
RECORDING
INFORMATION.

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109
PAPILLION, NEBRASKA 68046-2895

97-12296A

SALLY C. KERRY
Political Sub-Division
RIGHT OF WAY CONTRACT

Project No. C77(90-6)
Tract No. 3, Parcel 1

SABY COMPANY

the curricula of the

[illegible]

of the 6th PM

SARPY County, Nebraska.

raies described above.

being executed deed. If it is not being acquired.

PCB rod
PCB rod

\$19,700.00

19-700-00

one project except for marketing and harvest of this coconut and

every of the deed, such
said party, or parties

of the above real estate

1

ident. A complete un-

OWNER NEMKEN FAMILY PARTNERS, L P

David H. Thompson
George H. Newman

Vision

97-12296B-1

Used this 17th day of June 1997
On the above date, before me a General Notary Public duly commissioned and qualified, personally came: MAURET A. KENNELMAN
to me known to be the identical person, whose name, J.E., affixed to the foregoing instrument as grantor, and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

My commission expires 12/31/98, day of January 2001
STATE OF CALIFORNIA
SAN FRANCISCO County ss.



MEMORANDA

Used this day of 19
On the above date, before me a General Notary Public duly commissioned and qualified, personally came:
to me known to be the identical person, whose name, affixed to the foregoing instrument as grantor, and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

My commission expires the day of
STATE OF County ss.

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record

If married, full name of spouse
If unmarried, show "single," "widow," "widower"
If mortgage or other liens, show names of lenders, amounts, dates and book page of record
If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married
Name of executor or administrator
If any of the owners or heirs are minors, give their names and ages
Name of guardian

TENANT - Exact and full names. Rent Agreement

REMARKS

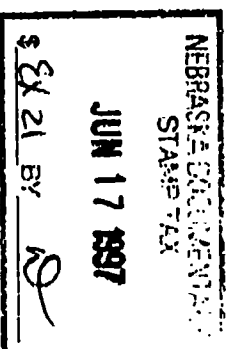
97-102410 C77(50-
RIGHT-OF-WAY ACQUISITION

Tract No. 3, Parcel No. 1

Site of the NE 1/4 of Section 16-14-12

A tract of land in the South 1/2 of the Northeast 1/4 of Section 16, T14N, R12E, of the 6th PM, Sarpy County, Nebraska, more particularly described as follows:
Commencing at the East 1/4 corner of said Section 16, thence S 89°-25'-45"W (an assumed bearing) along the South line of said Northeast 1/4 for 33.00 feet to a point on the ROW of 96th Street being the point-of-beginning, thence continuing S 89°-25'-45"W along the South line of said Northeast 1/4 for 27.00 feet, thence N 00°-01'-08"W along a line 60.00 feet West of and parallel to the East line of said Northeast 1/4 for 107.69 feet, thence N 5°-02'-38"W for 200.34 feet to a point 78.00 feet West of the East line of said Northeast 1/4, thence N 17°-32'-09"W for 209.68 feet to a point 140.00 feet West of the East line of said Northeast 1/4, thence N 24°-12'-52"E for 109.26 feet to a point on the existing ROW of 96th Street being 95.00 feet West of the East line of said Northeast 1/4, thence S 3°-29'-27"E along the existing ROW for 97.55 feet to a point 88.96 feet West of the East line of said Northeast 1/4, thence S 3°-29'-27"W along the existing ROW for 50.37 feet to a point 91.00 feet West of the East line of said Northeast 1/4, thence N 89°-52'-53"E for 58.00 feet to the ROW of 96th Street, thence S 00°-01'-08"E along a line 33.00 feet West of and parallel to the East line of said Northeast 1/4 for 459.69 feet to the point-of-beginning and containing 24,903.48 sq. ft. ± or 0.57 acres ±.

FILED SARPY CO. NE.
REGISTER NUMBER
97-012295
97 JUN 17 PM 4:25
Lloyd J. Dowding
REGISTER OF DEEDS



AD
County: 97
Ventry: 4
D.E.: 14
Proof: 215
Fee: 215
Ck: 215
Cash: 215
Charge: 215

THIS PAGE ADDED FOR
RECORDING
INFORMATION.

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109
PAPILLION, NEBRASKA 68046-2895

97-12298A

Hulman and Felton & Wolf, Watton, Ne 68461

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We,

NEWMAN FAMILY PARTNERS, L P
§ RAQUEL H. NEWMAN

herein called the grantor whether one or more,
in consideration of TEN & no/100 DOLLARS (\$10.00) and other valuable consideration
received from grantee, do hereby grant, bargain, sell, convey and confirm unto

COUNTY OF SARDY, NEBRASKA
herein called the grantee whether one or more, the following described real property in

SARDY County

SEE ATTACHED LEGAL DESCRIPTION

To have and to hold the above described premises together with all tenements, hereditaments and appur-
tenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.
And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor
is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend
the title to said premises against the lawful claims of all persons whomsoever.

Dated June 13

19 97

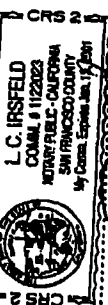
NEWMAN FAMILY PARTNERS, L P

State of CALIFORNIA
County of SAN FRANCISCO

Raquel H. Newman
RAQUEL H. NEWMAN

The foregoing instrument was acknowledged before me on June 17 1997
by RAQUEL H. NEWMAN

Raquel H. Newman



STATE OF _____ ss. _____
County _____
Entered on numerical index and filed for record in the Register of Deeds Office of said County the
_____ day of _____, 19____ at _____ o'clock and _____ minutes
and recorded in Book _____ of _____ at page _____ M,

By _____ Reg. of Deeds
Deputy _____

99-12295B C77 (50-6)

RIGHT-OF-WAY ACQUISITION

Tract No. 3, Parcel No. 1

S½ of the NE ¼ of Section 16-14-12

A tract of land in the South ½ of the Northeast ¼ of Section 16, T14N, R12E, of the 6th PM, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the East ¼ corner of said Section 16; thence S 89°-25'-45"W (an assumed bearing) along the South line of said Northeast ¼ for 33.00 feet to a point on the ROW of 96th Street being the point-of-beginning; thence continuing S 89°-25'-45"W along the South line of said Northeast ¼ for 27.00 feet; thence N 00°-01'-08"W along a line 60.00 feet West of and parallel to the East line of said Northeast ¼ for 107.69 feet; thence N 5°-02'-38"W for 200.34 feet to a point 78.00 feet West of the East line of said Northeast ¼; thence N 17°-32'-09"W for 209.68 feet to a point 140.00 feet West of the East line of said Northeast ¼; thence N 24°-12'-52"E for 109.26 feet to a point on the existing ROW of 96th Street being 95.00 feet West of the East line of said Northeast ¼; thence S 3°-29'-27"E along the existing ROW for 97.55 feet to a point 88.96 feet West of the East line of said Northeast ¼; thence S 3°-29'-27"W along the existing ROW for 50.37 feet to a point 91.00 feet West of the East line of said Northeast ¼; thence N 89°-52'-53"E for 58.00 feet to the ROW of 96th Street; thence S 00°-01'-08"E along a line 33.00 feet West of and parallel to the East line of said Northeast ¼ for 459.69 feet to the point-of-beginning and containing 24,903.48 sq. ft. ± or 0.57 acres ±.

98-02382

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-002382
98 FEB -3 PM 1:09
George J. Dowding
REGISTER OF DEEDS
County SARPY
City NE
Fee NOTHING
Cash ☒
Charge ☐

~~~~~

THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.

**LLOYD J. DOWDING**  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE #1109  
PAPILLION, NE 68046-2895  
402-593-5773

STATE OF NEBRASKA

- ## RIGHT OF WAY CONTRACT

|             |            |
|-------------|------------|
| Project No. | TMT-77(29) |
| Control No. | 21593      |
| Tract No.   | 1          |

1994

**VER.**

\_\_\_\_\_

County, Nebraska.

1

**Pre**

Party

6.

and the

**TRACT • READ IT.**

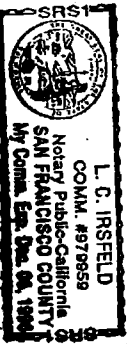
**Other**

**Prima**

2

100





98-03582B

Dated this 14th day of May, 1994

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_  
Raquel H. Newman, an unmarried person \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ whose name \_\_\_\_\_  
affixed to the foregoing instrument as grantor \_\_\_\_\_  
and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Donald

My commission expires the 14th day of August, 1996

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

### MEMORANDA

#### PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record Raquel H. Newman

If married, full name of spouse NA

If unmarried, show "single," "widower," "widow" Single

If mortgage or other liens, show names of holders, amounts, dates and book page of record None

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married NA

Name of executor or administrator NA

If any of the owners or heirs are minors, give their names and ages NA

Name of guardian NA

TENANT - Exact and full names. Rent Agreement Bob Roth

#### REMARKS

## Right of Way Contract - Political Subdivision

EXHIBIT "A"

98-023820

PROJECT NO: PROJECT TMT-77(29) TRACT 1

OWNER NAME: ~~RAOUEL~~ H. NEWMAN

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 84.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 821.28 FEET ALONG SAID EAST LINE TO THE NORTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY DEFLECTING 060 DEGREES 27 MINUTES 08 SECONDS RIGHT, A DISTANCE OF 189.66 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE TO A POINT; THENCE NORTHWESTERLY DEFLECTING 100 DEGREES 20 MINUTES 07 SECONDS RIGHT, A DISTANCE OF 167.22 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 019 DEGREES 12 MINUTES 23 SECONDS RIGHT, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 008 DEGREES 31 MINUTES 51 SECONDS RIGHT, A DISTANCE OF 101.12 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 004 DEGREES 26 MINUTES 18 SECONDS RIGHT, A DISTANCE OF 378.74 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 003 DEGREES 21 MINUTES 09 SECONDS RIGHT, A DISTANCE OF 195.71 FEET TO A POINT; THENCE EASTERLY DEFLECTING 073 DEGREES 40 MINUTES 41 SECONDS RIGHT, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.31 ACRES MORE OR LESS WHICH INCLUDES 0.63 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

ALSO, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 1020.28 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE SOUTHERLY DEFLECTING 000 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 1171.11 FEET ALONG SAID EAST LINE TO A POINT; THENCE WESTERLY DEFLECTING 092 DEGREES 11 MINUTES 37 SECONDS RIGHT, A DISTANCE OF 90.84 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 089 DEGREES 52 MINUTES 49 SECONDS RIGHT, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 005 DEGREES 57 MINUTES 11 SECONDS LEFT, A DISTANCE OF 300.53 FEET TO A POINT; THENCE NORTHERLY DEFLECTING 004 DEGREES 14 MINUTES 58 SECONDS RIGHT, A DISTANCE OF 398.47 FEET TO A POINT; THENCE NORTHEASTERLY DEFLECTING 024 DEGREES 28 MINUTES 11 SECONDS RIGHT, A DISTANCE OF 109.38 FEET TO A POINT; THENCE NORTHWESTERLY DEFLECTING 048 DEGREES 58 MINUTES 41 SECONDS LEFT, A DISTANCE OF 249.31 FEET TO A POINT ON THE SOUTHERLY EXISTING RAILROAD RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY DEFLECTING 084 DEGREES 36 MINUTES 47 SECONDS RIGHT, A DISTANCE OF 187.25 FEET TO THE POINT OF BEGINNING CONTAINING 2.72 ACRES MORE OR LESS WHICH INCLUDES 0.88 ACRES MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THIS INSTRUMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, nine hundred and \_\_\_\_\_

BARBARA F. NEWMAN, Grantor

party  
of the first part, and

E. ROBERT NEWMAN, Grantee,

WITNESSETH, that the said party \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_ TEN (\$10.00) \_\_\_\_\_ to her duly paid, the receipt whereof is hereby acknowledged \_\_\_\_\_ quit-claimed, and by these presents do remise, release and forever quit-claim unto the said party \_\_\_\_\_ to his, her or their heirs and assigns forever, all his, her or their right title and interest, in and to all that certain \_\_\_\_\_ described real estate, situated in the County of Sarpy, and State of Nebraska, to-wit:

The East One-Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the South One-Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section \_\_\_\_\_ of Township 14 North, Range 12, East of \_\_\_\_\_ the 6th P.M., in Sarpy County, Nebraska. T.35E. \_\_\_\_\_

1986 JUL 31 AM 054

NEBRASKA DOCUMENTARY  
STAMP TAX

JUL 31 1986

*Sealed by file*

*Carl F. Hillman*  
REGISTER OF DEEDS

Together with all and singular the hereditaments thereto belonging TO HAVE AND TO HOLD the above described premises unto the said grantee and to grantee's heirs and assigns forever, so that neither the said grantor, nor any person in his, her or their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

*Barbara F. Newman*  
BARBARA F. NEWMAN, Grantor

STATE OF NEBRASKA, County of Douglas  
Before me, a notary public qualified for said county, personally came

BARBARA F. NEWMAN



known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_, Notary Public.

My commission expires: \_\_\_\_\_, 19\_\_\_\_.  
STATE OF \_\_\_\_\_, County of \_\_\_\_\_, as \_\_\_\_\_, Entered on numerical index and filed for record in the Register of Deeds Office of said County the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M.,

and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Reg. of Deeds By \_\_\_\_\_ 11292 Deputy

THIS INDENTURE, Made this 12 day of February, 1986, between  
 nine hundred and no cents, \$0.00

BARBARA F. NEWMAN, Grantor

party  
 of the first part, and

E. ROBERT NEWMAN, Grantee,

party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of TEN (\$10.00) DOLLARS, to her duly paid, the receipt whereof is hereby acknowledged to her quit-claimed, and by these presents do remise, release and forever quit-claim unto the said party of the second part, and to his, her or their heirs and assigns forever, all his, her or their right, title and interest, in and to all the following described real estate, situated in the County of Sarpy, and State of Nebraska, to-wit:

The North One-Half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 16, Township 14 North, Range 12, East of the 6th P.M., in Sarpy County, Nebraska.

FILED SARPY CO., NE  
 BOOK 161 OF Deeds  
 PAGE 194e  
 1986 JUL 31 AM 10:50

NEBRASKA DOCUMENTARY  
 STAMPTAX

JUL 31 1986

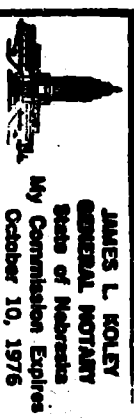
\$10.00 BY Paul

Together with all and singular the hereditaments therunto belonging, TO HAVE AND TO HOLD the above described premises unto the said grantee and to grantee's heirs and assigns forever so that neither the said grantor, nor any person in his, her or their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

BARBARA F. NEWMAN, Grantor

STATE OF NEBRASKA, County of Douglas  
 Before me, a notary public qualified for said county, personally came

BARBARA F. NEWMAN



known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.  
 Witness my hand and notarial seal on February 12, 1986 at Omaha, Nebraska. Notary Public.  
 My commission expires: 19

STATE OF

ss.

County

day of

19

at

o'clock and

minutes

M.

and recorded in Book

of

Page

Reg. of Deeds

By

11291

Deputy

Entered on numerical index and filed for record  
 in the Register of Deeds Office of said County the





161-2041A

The North One-Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 16, Township 14 North, Range 12, East of the 6th P.M., in Sarpy County, Nebraska, less railroad right-of-way;

and

The East One-Half (E 1/2) of the Northwest Quarter (NW 1/4) and the South One-Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 16, Township 14 North, Range 12, East of the 6th P.M., in Sarpy County, Nebraska, except right-of-way of Missouri Pacific Railway Company and Chicago, Burlington and Quincy Railway Company.

Exhibit "A"

162-10220 APR 20 1987

# QUITCLAIM DEED

Jule M. Newman and Doris Newman, husband and wife; Murray H. Newman and Sheri Newman, husband and wife; and E. Robert Newman and Phyllis Newman, husband and wife

. Grantor, whether one or more

in consideration of One Dollar and other valuable consideration

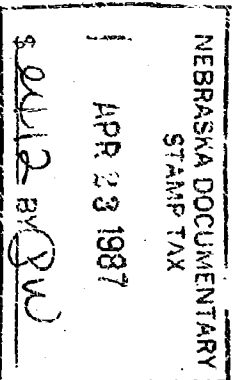
, receipt of which is hereby acknowledged, quitclaims and conveys to Raquel H. Newman, an unmarried woman

the following described real estate (as defined in Neb. Rev. Stat. § 76-203) in

Sarpy County, Nebraska:

(See Exhibit "A" attached)

This Deed is executed pursuant to a Decree entered by the District Court of Sarpy County, Nebraska at Doc. \$662, No. 1241, wherein Raquel H. Newman is the Plaintiff and Jule M. Newman; Doris Newman; Murray H. Newman; Sheri Newman; E. Robert Newman and Phyllis Newman are the Defendants. ~~Murray~~



Executed: 4-16....., 1987

FILED \$2412  
BOOK 16220  
PAGE 1020  
1987 APR 23 PM 1:52  
REGISTER OF DEEDS

Jule M. Newman  
Jule M. Newman

Doris Newman  
Doris Newman

Murray H. Newman  
Murray H. Newman

Murray H. Newman  
Murray H. Newman

E. Robert Newman  
E. Robert Newman

Phyllis Newman  
Phyllis Newman

foregoing instrument was acknowledged before me on the 16th day of April, 1987, by ~~Jule M. Newman; Doris Newman; Murray H. Newman; Sheri Newman; E. Robert Newman and Phyllis Newman~~ Doris Newman, ~~her~~ wife.  
State of Nebraska  
County of DOUGLAS  
Notary Public

The foregoing instrument was acknowledged before me on April 20, 1987

by Murray H. Newman and Sheri Newman, husband and wife; and E. Robert Newman and Phyllis Newman, husband and wife.



06882

162-102014

... of the ...  
... East of the 6th P.M.,  
... less railroad right-of-way, in Sarpy  
County, Nebraska.

... the 6th P.M. in Sarpy  
County, Nebraska, except right-of-way  
of Missouri Pacific Railway Company  
and Chicago, Burlington & Quincy Railway  
Company and subject to easement for right-  
of-way for erection and maintenance of  
transmission lines to the Nebraska power  
company, its lessees, successors and assigns.

96-03618

96 022678

WARRANTY DEED

Counsell  
Verify ☒  
D.E. ☒  
Prod. ☒  
Fee \$15.00  
Cash ☐  
Cmg ☐

KNOW ALL MEN BY THESE PRESENTS, that RAQUEL H. NEWMAN, a single person, herein called the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto NEWMAN FAMILY PARTNERS, L.P., a California Limited Partnership, herein called the Grantee, the following described real property in Lavista, Sarpy County, Nebraska.

SEE EXHIBIT A ATTACHED

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized of said premises; and they are free from encumbrance except encumbrances, easements and restrictions of record; that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whatsoever.

DATED this 15<sup>th</sup> day of October, 1996.

Raquel H. Newman  
RAQUEL H. NEWMAN, A Single Person

022678

96-2261814

STATE OF CALIFORNIA                    )  
COUNTY OF SAN FRANCISCO        ) SS.

Before me, a Notary Public, qualified for said county,  
personally came RAQUEL H. NEWMAN, a single person, known to me to  
be the identical person who signed the foregoing instrument and  
acknowledged the execution thereof to be her voluntary act and  
deed.

WITNESS my hand and notarial seal on this 15 day of  
October, 1996.

Melanie Wallace  
NOTARY PUBLIC



96-4186-78B

The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 16, Township 14 North, Range 12 East of the 6th P.M., less railroad right-of-way, in Sarpy County, Nebraska. And The East One Half (E 1/2) of the Northwest Quarter (NW 1/4) and the South Half (S 1/2) of the Northeast Quarter of Section 16, Township 14, North, Range 12, East of the 6th P.M. in Sarpy County, Nebraska, except right-of-way of Missouri Pacific Railway Company and Chicago, Burlington & Quincy Railway Company and subject to easement for right-of-way for erection and maintenance of transmission lines to the Nebraska Power Company, its lessees, successors and assigns.

EXHIBIT A

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
98-019743

98 JUL 21 PM 2:53

REGISTER OF DEEDS

*Boyd D. Lundberg*

98-19743  
COUNTY \_\_\_\_\_  
CITY \_\_\_\_\_  
SARPY COUNTY, NE.  
15.50  
X ☐ ☐

[The Space Above Line is for Recording Data]

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made this 8<sup>th</sup> day of June, 1998 between Newman Family Partnership, L.P., a California limited partnership, hereinafter referred to as "Grantor", and Sanitary and Improvement District No. 195 of Sarpy County, Nebraska, hereinafter referred to as "Grantee."

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and confirm unto said Grantee, and its successors and assigns, the right to use the parcel of land described as follows:

See Attached Exhibit "A"

This easement shall run with the land and terminate thirty (30) days after the improvements are completed.

Said easement is granted general grading and placement of fill material upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including, but not limited to, crops, vines, gardens and lawns within the easement area as necessary for construction.

The area disturbed under this easement will be replaced with like material as existed prior to construction upon the completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and its successors and assigns does confirm with the said Grantee and its assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons.

IN WITNESS THEREOF, said Grantor has executed this Temporary Construction Easement on the day and year first above written.

019743

98-19743A

GRANTOR:

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss

By: Joseph H. Newman  
Its: Joseph H. Newman

On this 3<sup>rd</sup> day of JULY, 1998, before me, a Notary Public in and for said County and State, personally appeared RAQUEL H. NEWMAN of the Newman Family Partnership, L.P., who executed the above and foregoing easement acknowledged the execution thereof to be his or her voluntary act and deed on behalf of said limited partnership.

Joseph H. Newman  
Notary Public

My commission expires OCT. 1, 1999.



Please Return to:  
Walsh, Fullenkamp & Doyle  
11440 West Center Road  
Omaha, Nebraska 68144  
Attn: LAT



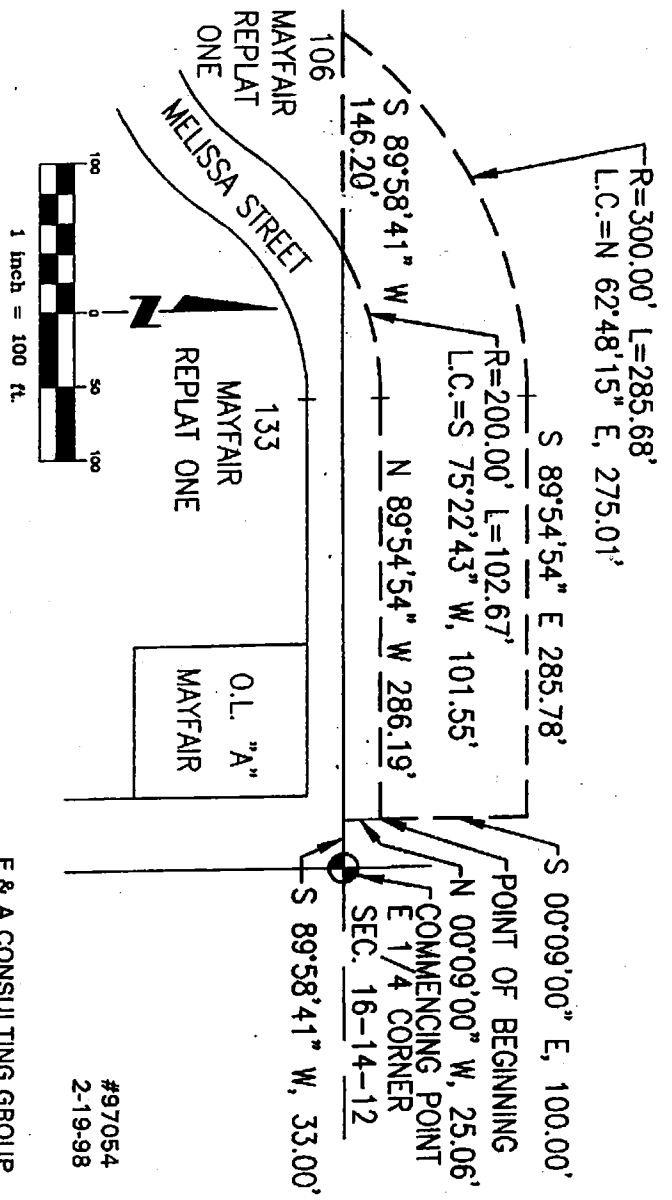
98-19743B

LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement located in the SE 1/4 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 16; thence S89°58'41"W (assumed bearing) along the South line of said NE 1/4 of Section 16, a distance of 33.00 feet to the point of intersection of the West right-of-way line of 96th Street and the North right-of-way line of Melissa Street; thence N00°09'00"W along said West right-of-way line of 96th Street, a distance of 25.06 feet to the point of beginning; thence N89°54'54"W, a distance of 286.19 feet; thence Southwesterly on a curve to the left with a radius of 200.00 feet, a distance of 102.67 feet, said curve having a long chord which bears S76°22'43"W, a distance of 101.55 feet to a point on said North right-of-way line of Melissa Street, said point also being the Northeast corner of Lot 106, Mayfair Replat One, a subdivision located in the East 1/2 of the SE 1/4 of said Section 16, said point also being on said South line of the NE 1/4 of Section 16; thence S89°58'41"W along the North line of said Lot 106, Mayfair Replat One, said line also being said South line of the NE 1/4 of Section 16, a distance of 146.20 feet; thence Northeasterly on a curve to the right with a radius of 300.00 feet, a distance of 285.68 feet, said curve having a long chord which bears N62°48'16"E, a distance of 275.01 feet; thence S89°54'54"E, a distance of 285.78 feet to a point on said West right-of-way line of 96th Street; thence S00°09'00"E along said West right-of-way of 96th Street, a distance of 100.00 feet to the point of beginning.

Said easement contains an area of 1.112 acres, more or less.



E & A CONSULTING GROUP  
12001 "O" STREET  
OMAHA, NE 68137

#97054  
2-19-98

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-14095  
2002 APR 16 P 4: 15 B  
*Donald D. Dunning*  
REGISTER OF DEEDS

Counter DD  
Verify SD  
D.E. SDH  
Proof SDH  
Fee \$ 10.50  
Ck ☐ Cash ☐ 9th ☒ OPPD

UNG  
8/30/01

Doc. # \_\_\_\_\_

### RIGHT-OF-WAY EASEMENT

NEWMAN FAMILY PARTNERS, L.P., a California Limited Partnership Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

The South Half (S½) of the Northeast Quarter (NE¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twelve (12) East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, except the Missouri Pacific Railway and Chicago, Burlington and Quincy Railroad Right-of-Ways.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

See the reverse side hereof for sketch of easement area.

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 30<sup>th</sup> day of March, 2002.

OWNERS SIGNATURE(S)

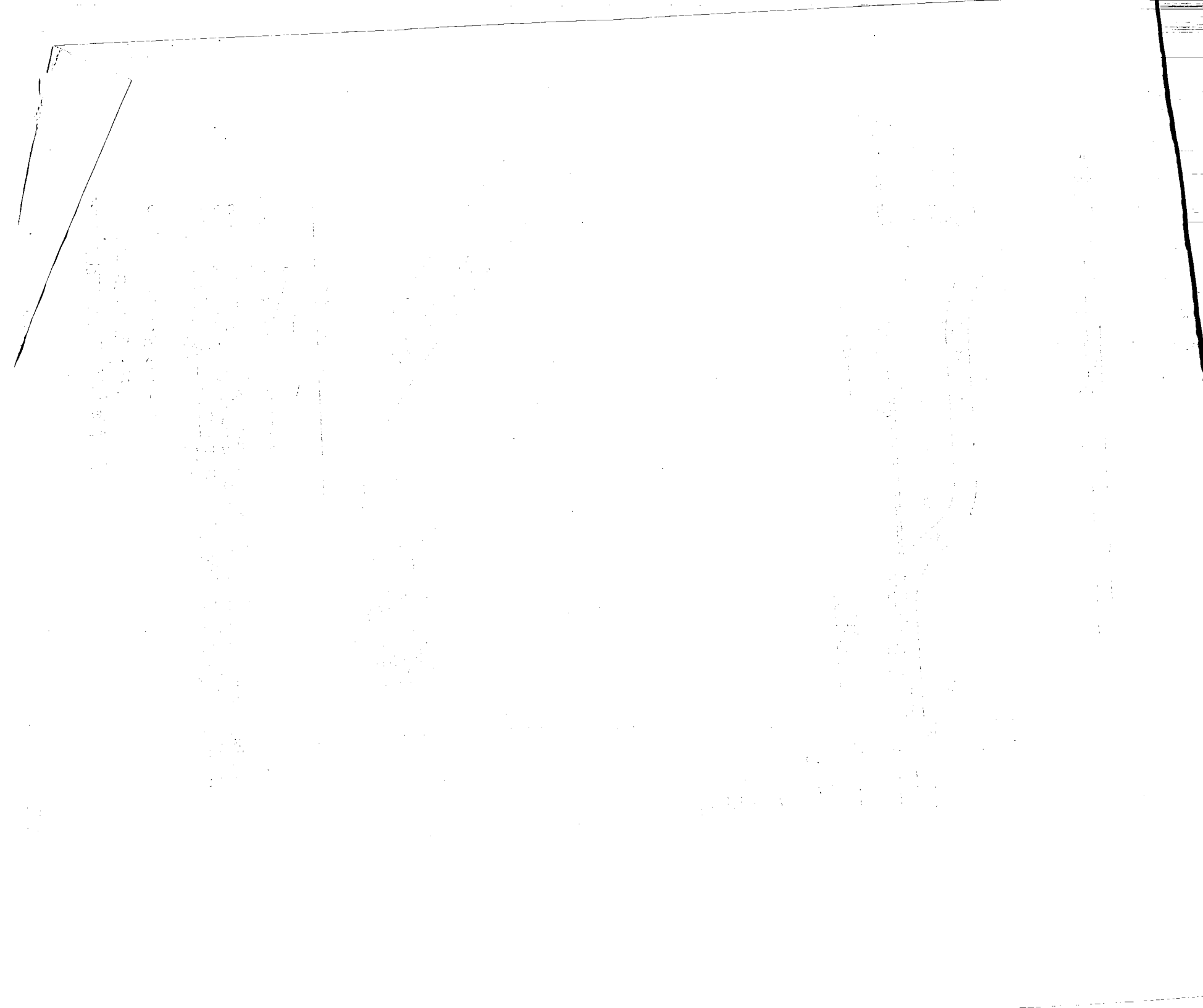
NEWMAN FAMILY PARTNERS, L.P.

*Raquel H. Newman*  
Raquel H. Newman

1462  
REV \*

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% RIGHT OF WAY DIV. 5P1  
444 South 15th Street Mail  
Omaha, NE 68102-2247

14095



93-04874

PARTIAL RELEASE AND GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS PIPE LINE COMPANY, (formerly Williams Brothers Pipe Line Company), a Delaware Corporation with its principal place of business in Tulsa, Oklahoma, party of the first part, hereinafter called Grantor, for and in consideration of One Dollar (\$1.00) in hand paid by CONSTRUCTION SCIENCES, INC., party of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto the said CONSTRUCTION SCIENCE, INC. with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by Henry A. Schuemann and wife, Helen Schuemann, on the 24th day of November, 1945, and filed for record in the office of the County Clerk of Sarpy County, Nebraska on the 14th day of February, 1946, in Book 12 of Misc. at Page 620 and assigned to Williams Brothers Pipe Line Company by Conveyance and Assignment dated March 15, 1966, and filed for record in the office of the said County Clerk, in Book 126 of Deeds at Page 277 Document #5303, in and to the following and no other described land in the County of Sarpy and the State of Nebraska:

lots 1-13 inclusive and Lots 18-132 inclusive, Oakridge, a subdivision in Section 9, Township 13 North, Range 13 East.

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Right of Way Agreement in and to the following described parcel or strip of land:

The East 50 feet of Lot 29 and Lots 117-132 inclusive, as shown on the attached Exhibit A.

AND FURTHER EXCEPTING AND RESERVING unto Grantor, the right of ingress and egress and the right to use temporary work space as desired, on, over, and across the above described released tract.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest, in and to the tract of land above excepted unto Grantor.

It is further understood and agreed that the said Grantee will not erect, construct, or create any building, improvement, structure, or obstruction of any kind either on, above, or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade or elevation thereof, or cause or permit these things to be done by others, without the express written permission of Grantor. The Grantee shall assume, indemnify, and save harmless the Grantor, its successors and assigns, from all cost, loss, damage, expense, or claim of any nature arising from any acts of the Grantee so permitted by the Grantor or from the existence of any construction so permitted. The covenants contained in this paragraph shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

In consideration of One Dollar and other consideration paid by Williams, the aforementioned Right of Way Agreements are hereby amended by Grantee, to grant Williams, its successors and assigns the right within the land excepted and reserved above, to construct, install, operate, maintain, replace, repair, and remove such pipeline and underground communications systems as Williams may from time to time require for pipeline communications or transmission of communications for or by others. Such communications systems shall consist of underground conduits, cables, and other appurtenances, together with the rights of ingress and egress over and across the above described released tracts.

94-23288A

99TH ST

GOLF COURSE

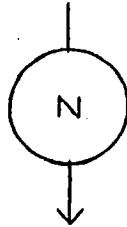
HARRISON ST

OPPD EASEMENT AREA

16' X 16'

1200'

NE 1/4 NE 1/4



96TH ST

93-26150

(Page 1)

WARRANTY DEED POLITICAL SUB-DIVISION-INDIVIDUAL

Project: ~~RS-3792121~~ RS-3792121 C.N.: 20576A Tract: 74

KNOW ALL MEN BY THESE PRESENTS:

THAT Raquel H. Newman, unmarried

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of Twenty Four Thousand Eight Hundred and No/100 (\$24,800.00) DOLLARS in hand paid do hereby grant, bargain, sell, convey, and confirm unto Sarpy County, Nebraska hereinafter known as the Grantee, the following described real estate situated in Sarpy County, and the State of Nebraska, to-wit:

A tract of land located in part of the E 1/2 of the NW 1/4 and also the N 1/2 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NE corner of said Section 16; thence S00°09'12"E (assumed bearing) along the East line of said Section 16, a distance of 33.00 feet; thence N89°58'45"W, a distance of 33.00 feet to the Point of Intersection of the West right-of-way line at 96th Street and the South right-of-way line of Harrison Street, said point also being the Point of Beginning; thence S00°09'12"E, along said West right-of-way line of 96th Street, a distance of 267.10 feet; thence S89°50'48"W, a distance of 17.00 feet; thence N00°09'12"W, a distance of 235.15 feet; thence N45°03'58"W, a distance of 21.25 feet; thence N89°58'45"W, a distance of 1334.88 feet to a point on the West line of said NE 1/4 of Section 16; thence S90°00'00"W, a distance of 1334.88 feet to a point on the West line of said E 1/2 of the NW 1/4 of Section 16; thence N00°24'26"W, along the West line of the E 1/2 of said NW 1/4 of Section 16, a distance of 17.00 feet to a point on said South right-of-way line of Harrison Street; thence N90°00'00"E, along said South right-of-way line of Harrison Street, a distance of 1334.92 feet to a point on said West line of the NE 1/4 of Section 16; thence S89°58'45"E, along said South right-of-way line of Harrison Street, a distance of 2637.06 feet to the Point of Beginning.

The above described tract of land contains an area of 71,388 square feet, more or less.

Controlled Access

There will be no vehicular access to 96th Street and Harrison Street from the East and North property lines of the E 1/2 of the NW 1/4 and also the N 1/2 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NE corner of said Section 16; thence S00°09'12"E (assumed bearing) along the East line of said Section 16, a distance of 100.00 feet; thence N89°50'48"W, a distance of 50.00 feet to the point of beginning; thence N00°09'12"W, a distance of 35.00 feet; thence N45°03'58"W, a distance of 21.25 feet; thence N89°58'45"W, a distance of 1230.03 feet to a break in said controlled access line; thence N89°58'45"W, a distance of 50.00 feet, the above describing a 50 foot wide unrestricted controlled access break for a future street right-of-way; thence resuming said controlled access line N89°58'45"W, a distance of 1325.26 feet to a break in said controlled access line; thence N90°00'00"W, a distance of 59.37 feet, the above describing a 59.37 foot wide unrestricted controlled access break for a future street right-of-way; thence resuming said controlled access line N90°00'00"W, a distance of 1250.22 feet to a break in said controlled access line; thence N90°00'00"W, a distance of 25.00 feet, the above describing a 25.00 wide unrestricted controlled access break for one-half of a future street right-of-way, said point also being the Point of Termination, said Point of Termination being on the West line of the E 1/2 of said NW 1/2 of Section 16.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said Grantee and to its successors and assigns forever.

93 OCT 18 PM 2:02

93-026150

930142:wdeed.74

NEBRASKA DOCUMENTARY  
STAMP TAX

OCT 18 1993

*Filed BY [Signature]*

Proof *[Signature]*  
D.E. *[Signature]*  
Verify *[Signature]*  
Filmed *[Signature]*  
Checked *[Signature]*  
Fee \$ *10.52*

026150

REGISTER OF DEEDS

12/03  
P12NE + P1NW

93-26150A

WARRANTY DEED POLITICAL SUB-DIVISION-INDIVIDUAL

Project: BS-379212 C.N.: 20576A Tract: 74

And the Grantor does hereby covenant with said Grantee, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the Grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

Signed this 28 day of July A.D. 1993.

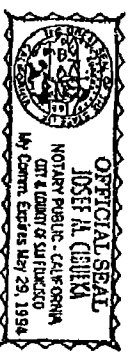
Rayuel H. Newman

State of California  
County of San Francisco

On 7/28/93 before me, Rayuel H. Newman  
DAY NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

☒ personally appeared Rayuel Newman  
NAME(S) OF SIGNER(S)

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rayuel H. Newman  
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER  
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☒ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES) \_\_\_\_\_

2003-64646

Lord D. Gordon-Lennox

COUNTER 27 C# 2  
VERIFY 471 D.F. 5  
PROOF 471  
FEES \$ 10.50  
CHECK# 99839  
CHG 10.00 BTC CASH  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Description of property: SEE ATTACHED LEGAL DESCRIPTION

Contracting Owner: TORCO DEVELOPMENT, INC.

Interest in real estate: FREE SIMPLE

Duration of this Notice of Commencement: 60 MONTHS

**TORCO DEVELOPMENT, INC.  
A NEBRASKA CORPORATION**

BY:   
THOMAS E. TORCZON, SECRETARY

The foregoing instrument was acknowledged before me 10-17-03,  
2003 by GERALD L. TORCZON, PRESIDENT, AND THOMAS E. TORCZON, SECRETARY, OF  
TORCO DEVELOPMENT, INC. Witness my hand and notarial seal at Omaha, Nebraska  
in said County, the date aforesaid.

# My Commission Expires:

**GENERAL NOTARY - State of Nebraska**  
**PAUL T. FRIESEN**  
My Comm. Exp. Sept. 7, 2005

64646



LEGAL DESCRIPTION

2003-64646A

File No. : 03501849

A tract of land being in the North Half of the Northeast Quarter and the South Half of the Northeast Quarter and the East Half of the Northwest Quarter, all in Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section; Thence North 89° 55'51" West (assumed bearings) for 1986.58 feet along the South line of the Northeast Quarter to the West right of way of The Chicago, Burlington & Quincy Railway Company and the TRUE POINT OF BEGINNING; Thence North 89° 55'51" West for 676.88 feet continuing along the South line of said Northeast Quarter to the Southwest corner of the Northeast Quarter of said Section 16; Thence North 89° 54'31" West for 1330.25 feet to the Southwest corner of the East Half of the Northwest Quarter of said Section 16; Thence North 00° 18'34" West for 2599.81 feet along the West line of the East Half of the Northwest Quarter to the South right of way of Harrison street; Thence along said right of way for the next 3 courses: 1) Thence South 89° 54'41" East for 1334.93 feet to the West line of the Northeast Quarter; 2) Thence South 89° 53'35" East for 2605.08 feet; 3) Thence South 44° 58'24" East for 21.25 feet to the West right of way of 96th street; (The 96th street right of way was established without benefit of Deeds and was based on Sarpy County Surveyors right of way records.) Thence along the West right of way of 96th street for the next 7 courses: 1) Thence South 00° 03'38" East for 19.12 feet; 2) Thence South 89° 56'00" West for 15.09 feet; 3) Thence South 16° 15'19" West for 195.71 feet; 4) Thence South 12° 54'10" West for 378.74 feet; 5) Thence South 08° 27'52" West for 101.12 feet; 6) Thence South 00° 03'59" East for 100.00 feet; 7) Thence South 19° 16'22" East for 156.52 feet to the Northwest right of way of The Chicago, Burlington & Quincy Railway Company; (The said Northwest right of way was established by off setting the Centerline of the tracks 50 feet perpendicular to Centerline of tracks, intersecting the tangent portion of the tracks and setting the point of curvature by the tangent lengths.) Thence along the said right of way for the next 3 courses: 1) Thence South 60° 23'20" West for 604.20 feet; 2) Thence along a curve to the left (having a radius of 2914.83 feet and a long chord bearing South 47° 33'04" West for 1295.30 feet) for an arc length of 1306.20 feet; 3) Thence South 34° 42'37" West for 588.76 feet to the POINT OF BEGINNING.


|         |        |   |
|---------|--------|---|
| COUNT   | C      | C |
| VERIFY  | D      | D |
| PROOF   | D      | D |
| FEE \$  | 5.50   |   |
| CHECK # | 25313  |   |
| CHG     | CASH   |   |
| REFUND  | CREDIT |   |
| SHORT   | NCR    |   |

**KNOW ALL MEN BY THESE PRESENTS:**

NOW, THEREFORE, in consideration of such payment and in accordance with the request of the Beneficiary named therein, the undersigned as Trustee does by these presents, grant, remise, release, quitclaim and reconvey to the person or persons entitled thereto, without warranty, all the estate and interest derived to said Trust by or through said Trust Deed in the property legally described as follows:

This Partial Deed of Reconveyance is given on the express understanding and condition that it shall in no way affect the other property described in the said Deed of Trust, which property shall remain subject to the said Deed of Trust.

GREAT WESTERN BANK, TRUSTEE

BY   
ITS COMMERCIAL LOAN OFFICER

The foregoing instrument was acknowledged before me **December 7, 2005**, by **KOLLEEN HOOVER, VICE PRESIDENT and BECKY CLARK, COMMERCIAL LOAN OFFICER** of Great Western Bank, a Nebraska Corporation, on behalf of the corporation as such Trustee.

**A GENERAL NOTARY - State of Nebraska**  
**DIXIE L. NELSON**  
My Comm. Exp. June 5, 2006

  
Notary Public

Great Western Bank, the Beneficiary under the above described Trust Deed, hereby requests the Trustee to execute and deliver the foregoing Partial Deed of Reconveyance.

GREAT WESTERN BANK  
BY John Jones  
ITS VICE PRESIDENT

BY   
ITS COMMERCIAL LOAN OFFICER

The foregoing instrument was acknowledged before me **December 7, 2005**, by **KOLLEEN HOOVER, VICE PRESIDENT AND BECKY CLARK, COMMERCIAL LOAN OFFICER** of Great Western Bank, a Nebraska Corporation, on behalf of the Comoration.

**GENERAL NOTARY State of Nebraska**  
**DIXIE L NELSON**  
My Comm. Exp. June 5, 2006

David Nelson  
Notary Public

6-5-06  
Return  
Gulls W. Center  
14545  
Omaha, NE 68144

FILED SARP COUNTY, NE.  
INSTRUMENT NUMBER  
2003-64645  
2003 NOV -3 P 3:20  
REGISTER OF DEEDS

COUNTER 2  
VERIFY 1  
PROOF 1  
FEES \$ 50.50  
CHECK# 99829  
CHG            CASH             
REFUND            CREDIT             
SHORT            NCR           

WHEN RECORDED MAIL TO:

Great Western Bank  
Harvey Oaks  
6015 N.W. Radial Hwy.  
P.O. Box 4070  
Omaha, NE 68104-0070

FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT  
WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

THIS DEED OF TRUST is dated October 17, 2003, among TORCO DEVELOPMENT, INC., A NEBRASKA CORPORATION, whose address is 11205 S. 150TH STREET, OMAHA, NE 68138 ("Trustor"); Great Western Bank, whose address is Harvey Oaks, 6015 N.W. Radial Hwy., P.O. Box 4070, Omaha, NE 68104-0070 Bank, referred to below sometimes as "Lender" and sometimes as "Beneficiary"; and GREAT WESTERN BANK, (referred to below sometimes as "Beneficiary") and sometimes as "Trustee").

whose address is PO BOX 4070, OMAHA, NE 68104-0070 (referred to below as "Trustee").  
CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Sarpy County, State of Nebraska:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 96TH & HARRISON STREET, LAVISTA, NE.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, ascertainable or contingent, liquidated or unliquidated whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Note.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL ASSIGNMENTS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 24-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any agent, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous

64645

**DEED OF TRUST  
(Continued)**

Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any shipping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, silt, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably require.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the date of the policy; Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor

**DEED OF TRUST  
(Continued)**

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fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY: DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice; and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice; and Trustor will deliver, or cause to be delivered, to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresseees.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender, or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents; and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

**DEED OF TRUST  
(Continued)**

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Trustor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within twenty (20) days; or (b) if the cure requires more than twenty (20) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If such a failure is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Trustor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within twenty (20) days; or (b) if the cure requires more than twenty (20) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Acceleration Upon Default: Additional Remedies.** If any Event of Default occurs as per the terms of the Note secured hereby, Lender may declare all Indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Lender may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property; or part of the Property or interest in the Property; increase the income from the Property; or protect the security of the Property; and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection attorneys' fees, to any Indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default; and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Note or the Related Documents or by law upon the occurrence of any event of default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; and
- (c) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate offices of the County in which the Property is located; and

- (d) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.
- (e) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.

**Foreclosure by Power of Sale.** If Lender elects to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

- (a) Upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or facts shall be conclusive proof of the truthfulness thereof. Any

**DEED OF TRUST**  
(Continued)

person, including without limitation Trustor, Trustee, or Lender, may purchase at such sale.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms of this Deed of Trust or under the terms of the Note not then repaid, including but not limited to accrued interest and late charges, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

**Remedies Not Exclusive.** Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Note, under any of the Related Documents, or under any other agreement or any laws now or hereafter in force, notwithstanding, some or all of such indebtedness and obligations secured by this Deed of Trust may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Lender, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any of the Related Documents to Trustee or Lender or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Lender, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Lender from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Request for Notice.** Trustor, on behalf of Trustor and Lender, hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed of Trust be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that, in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appraisals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyor's reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Saffrey County, State of Nebraska. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor; the book and page (or computer system reference) where this Deed of Trust is recorded; and the name and address of the successor Trustee, and the instrument shall be executed and acknowledged by all the beneficiaries under this Deed of Trust or their successors in interest. The successor Trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nebraska. This Deed of Trust has been accepted by Lender in the State of Nebraska.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance



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shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the

indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Great Western Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means TORCO DEVELOPMENT, INC. and includes all co-signers and co-makers signing the Note.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Pents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-469 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means Great Western Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated October 17, 2008, in the original principal amount of \$8,200,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property, together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means GREAT WESTERN BANK, whose address is PO BOX 4070, OMAHA, NE 68104-0070 and any subsidiary or successor trustees.

**Trustor.** The word "Trustor" means TORCO DEVELOPMENT, INC.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.**



Loan No: 5150057

DEED OF TRUST  
(Continued)

Page 7

TRUSTOR:

TORCO DEVELOPMENT, INC.

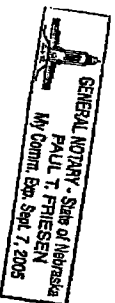
By: [Signature] GERALD L. TORCZON, President of TORCO DEVELOPMENT, INC.

By: [Signature] THOMAS E. TORCZON, Secretary of TORCO DEVELOPMENT, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska )  
COUNTY OF Dawson ) SS

On this 17 day of October, 2003, before me, the undersigned Notary Public, personally appeared GERALD L. TORCZON, President of TORCO DEVELOPMENT, INC.; THOMAS E. TORCZON, Secretary of TORCO DEVELOPMENT, INC., and known to me to be authorized agents of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.



By: [Signature]  
Notary Public in and for the State of Nebraska  
Residing at Omaha  
My commission expires 9-7-05

REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee  
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust) and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

LEGAL DESCRIPTION

2003-646456

File No.: 03501849

A tract of land being in the North Half of the Northeast Quarter and the South Half of the Northeast Quarter and the East Half of the Northwest Quarter, all in Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section; Thence North 89° 55'51" West (assumed bearings) for 1986.58 feet along the South line of the Northeast Quarter to the West right of way of The Chicago, Burlington & Quincy Railway Company and the TRUE POINT OF BEGINNING; Thence North 89° 55'51" West for 676.88 feet continuing along the South line of said Northeast Quarter to the Southwest corner of the Northeast Quarter of said Section 16; Thence North 89° 54'31" West for 1330.25 feet to the Southwest corner of the East Half of the Northeast Quarter of said Section 16; Thence North 00° 18'34" West for 2599.81 feet along the West line of the East Half of the Northwest Quarter to the South right of way of Harrison street; Thence along said right of way for the next 3 courses: 1) Thence South 89° 54'41" East for 1334.93 feet to the West line of the Northeast Quarter; 2) Thence South 89° 53'35" East for 2605.08 feet; 3) Thence South 44° 58'24" East for 21.25 feet to the West right of way of 96th street; (The 96th street right of way was established without benefit of Deeds and was based on Sarpy County Surveyors right of way records.) Thence along the West right of way of 96th street for the next 7 courses: 1) Thence South 00° 03'35" East for 19.12 feet; 2) Thence South 89° 56'00" West for 15.09 feet; 3) Thence South 16° 15'19" West for 195.71 feet; 4) Thence South 12° 54'10" West for 378.74 feet; 5) Thence South 08° 27'52" West for 101.12 feet; 6) Thence South 00° 03'59" East for 100.00 feet; 7) Thence South 19° 16'22" East for 156.52 feet to the Northwest right of way of The Chicago, Burlington & Quincy Railway Company; (The said Northwest right of way was established by off setting the Centerline of the tracks 50 feet perpendicular to Centerline of tracks, ) intersecting the tangent portion of the tracks and setting the point of curvature by the tangent lengths. ) Thence along the said right of way for the next 3 courses: 1) Thence South 60° 23'20" West for 604.20 feet; 2) Thence along a curve to the left (having a radius of 2914.83 feet and a long chord bearing South 47° 33'04" West for 1295.30 feet) for an arc length of 1306.20 feet; 3) Thence South 34° 42'37" West for 588.76 feet to the POINT OF BEGINNING.

SHERIFF AND DEPUTY SHERIFF  
DISTRICT COURT, 307 OF  
COUNTY COURT, 1210 GOLDEN DRIVE,  
SARASOTA, FLORIDA, and  
BY CORPORA AND POLICE,

condemned.

JUDITH J. FRANKRICK, alias  
known as JUDITH J. FRANKRICK,  
formerly known as JUDITH J.  
FRANKRICK, et al.

condemned.

On this day of October, 1987, the undersigned, being  
lawfully sworn, qualified and acting as a Justice of the Peace  
in and for the County of Sarasota, Florida, do hereby give and file this order.

The undersigned were duly appointed and sworn to as  
Justices of the Peace, dated September 1, 1987.

The undersigned, before entering upon their duties, did  
solemnly swear, took and subscribed an oath to support and  
defend the Constitution of the United States of America and of the State  
of Florida, to faithfully and impartially discharge their  
duties as Justices of the Peace.

The undersigned apprehends, captures, impounds and  
detains the persons hereinbefore described, on the 30th day of  
September, 1987, and thereafter did hold a hearing on said date  
in the jury rooms of the District Court of Sarasota County,  
Sarasota, Florida, to assess the damages that the condemnees  
suffered by the taking of a twenty (20) foot wide permanent  
easement and right-of-way to lay, install, maintain, operate,

W. H. 12-1-87  
Sarasota County  
1987  
19520

at any time, a sanitary latrine, and a range, together with a small building for the storage of tools and equipment thereto, together with a small building for the storage of food and other supplies, and a small building for the storage of clothing and other personal effects. The camp is situated on a small island in the middle of the bay, and is surrounded by a low wall. The camp is situated on a small island in the middle of the bay, and is surrounded by a low wall. The camp is situated on a small island in the middle of the bay, and is surrounded by a low wall.

were as follows:

- A. Robert J. Beyer, of Richards, Risks, Brown & Zabin, Attorneys for Condemnees.
- B. Paul E. Keller, of Travis & Associates Company, for Condemnees.
- C. Arthur D. Shepard, of Thompson, Dressen & Co., Inc., for Condemnees.
- D. Charles Trumble, Condemnee, on behalf of himself and his wife, Marion Trumble, and on behalf of the following Condemnees: Judd L. Frederick, and Judd L. Frederick, formerly known as Judd L. Trumble, his sister, Marion L. Frederick, his brother-in-law, Brian C. Frederick, his nephew, Harry Trumble, his nephew, Fredrick, his nephew, Mary Trumble, his daughter, Nancy Trumble, his daughter, and Anne Trumble, his daughter.
- E. Howard Dietz, on behalf of the Condemnees, Harry D. Hoffman and Jay F. Hoffman.
- F. Floyd F. Durkop, and Idora Durkop, Condemnees.
- G. Daniel J. Schram, Condemnee.

H. Warren S. Zweiback, attorney for the Condemnee, Raquel H. Newman.

4. The legal descriptions of the property that the Condemner is acquiring temporary and permanent easements and rights-of-way in, on, over, across, under and through and the Condemnees having or claiming some interest therein are as follows:

Tract 1:

PERMANENT EASEMENT

A 20 foot wide parcel of land located within the E1/2 of the NW1/4 of Section 21, Township 21N, Range 11E, East of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Southeast corner of said E1/2; thence North 89°57'51" W (assumed bearing), 630.53 feet on the South line of said E1/2; thence North 00°02'09" E, 120.40 feet to the point of beginning; thence North 41°49'33" W, 140.12 feet; thence North 24°44'21" E, 547.32 feet; thence North 14°06'03" E, 430.99 feet; thence North 08°23'06" E, 349.74 feet; thence North 27°53'50" W, 130.00 feet; thence North 07°46'13" W, 127.87 feet; thence North 06°24'39" E, 323.44 feet; thence North 38°15'50" E, 325.94 feet to the North line of said E1/2 and the point of termination of said easement, which point is 38.19 feet westerly of the Northeast corner of said E1/2, except that part occupied by the Union Pacific Railroad right-of-way, the Missouri Pacific Railroad right-of-way and the Cornhusker Road right-of-way. The sidelines of said easement area may be extended or shortened to intersect the North line of the E1/2 of the NW1/4 of said Section 21.

TEMPORARY EASEMENT

A 120 foot wide parcel of land located within the E1/2 of the NW1/4 of Section 21, Township 21N, Range 11E, East of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Southeast corner of said E1/2; thence North 89°57'51" W (assumed bearing), 663.85 feet on the South line of said E1/2; thence North 00°02'09" E, 83.12 feet to the point of beginning; thence North 41°49'33" E, 190.12 feet; thence North 24°44'21" E, 547.32 feet; thence North 08°52'46" W, 345.44 feet; thence North 14°06'03" E, 430.99 feet; thence



North 08°23'06" E, 349.74 feet; thence North 27°53'50" W, 130.00 feet; thence North 07°46'13" W, 127.87 feet; thence North 06°24'39" E, 323.44 feet; thence North 38°15'50" E, 325.94 feet to the North line of said E1/2 and the point of termination of said easement, which point is 38.19 feet Westerly of the Northeast corner of said E1/2, except that part occupied by the Union Pacific Railroad right-of-way, the Missouri Pacific Railroad right-of-way and the Corn-husker Road right-of-way. The sidelines of said easement area may be extended or shortened to intersect the North and East lines of the E1/2 of the NW1/4 of said Section 21.

JUDITH T. FREDERICK, also known as JUDITH I. FREDERICK, formerly known as JUDITH I. TRUMBLE, Owner and ALLEN L. FREDERICK, her husband; BRIAN C. FREDERICK, an unmarried minor, Owner; BRETT D. FREDERICK, an unmarried minor, Owner; MARY TRUMBLE, an unmarried woman, Owner; NANCY TRUMBLE, an unmarried woman, Owner; ANNE TRUMBLE, an unmarried minor, Owner; and CHARLES TRUMBLE, Tenant, and MARION TRUMBLE, his wife;

Tract 2:

PERMANENT EASEMENT

A 20 foot wide parcel of land located [redacted] East of the SW1/4 of [redacted] Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Southeast corner of said SE1/4; thence North 00°08'35" W (assumed bearing) on the East line of said SE1/4, 48.34 feet to the point of beginning; thence South 38°15'50" W, 61.47 feet to the South line of said SE1/4 and the point of termination of said easement, which point is 38.19 feet Westerly of the Southeast corner of said SE1/4. The sidelines of said easement area may be extended or shortened to intersect the East and South lines of the SE1/4 of the SW1/4 of said Section 16.

TEMPORARY EASEMENT

An irregular shaped parcel of land located [redacted] East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said SE1/4 of the SW1/4; thence North 00°08'35" W (assumed bearing) on the East line of said SE1/4, 110.00 feet; thence North 89°53'20" W, 27.58 feet on a line 110.00 feet North of and parallel to the South line of said SE1/4; thence South 38°15'50" W, 139.88 feet to the South line of said SE1/4; thence South 89°53'20" E on the South line of said SE1/4, 114.49 feet to the point of beginning.

60-3326D

MARYON D. HOFFMAN, Owner, and JAY F. HOFFMAN, her Husband;  
and DANIEL J. SCHRAM, Tenant, and JOAN SCHRAM, his wife;

Tract 3:

PERMANENT EASEMENT

A 20 foot wide parcel of land located within the SW1/4 of the SE1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Saryp County, Nebraska, the center line of which is described as follows: Commencing at the Northwest corner of said SW1/4 of the SE1/4; thence South 89°52'44" E (assumed bearing) 263.08 feet on the North line of said SW1/4 of the SE1/4 to the point of beginning; thence South 09°38'15" W, 213.96 feet; thence South 18°26'06" E, 237.17 feet; thence South 22°19'03" W, 218.10 feet; thence South 03°44'12" E, 350.00 feet; thence South 21°44'11" W, 306.15 feet; thence North 89°53'20" W, 124.39 feet on a line 50.00 feet North of and parallel to the South line of said SW1/4; thence South 38°15'50" W, 2.11 feet to the West line of said SW1/4 and the point of termination of said easement, which point is 48.34 feet Northerly of the Southwest corner of said SW1/4. The sidelines of said easement area may be extended or shortened to intersect the North and West lines of the SW1/4 of the SE1/4 of said Section 16.

TEMPORARY EASEMENT

A 120 foot wide parcel of land located within the SW1/4 of the SE1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Saryp County, Nebraska, the center line of which is described as follows: Commencing at the Northwest corner of said SW1/4 of the SE1/4; thence South 89°52'44" E (assumed bearing) 263.08 feet on the North line of said SW1/4 of the SE1/4 to the point of beginning; thence South 09°38'15" W, 213.96 feet; thence South 18°26'06" E, 237.17 feet; thence South 22°19'03" W, 218.10 feet; thence South 03°44'12" E, 350.00 feet; thence South 21°44'11" W, 306.15 feet; thence North 89°53'20" W, 124.39 feet on a line 50.00 feet North of and parallel to the South line of said SW1/4; thence South 38°15'50" W, 2.11 feet to the West line of said SW1/4 and the point of termination of said easement, which point is 48.34 feet Northerly of the Southwest corner of said SW1/4, except that part occupied by the Missouri Pacific Railroad right-of-way. The sidelines of said easement area may be extended or shortened to intersect the North, South and West lines of the SW1/4 of the SE1/4 of said Section 16.

FLOYD W. DURKOP, Owner, and IDORA DURKOP, his wife;

Tract 4:PERMANENT EASEMENT

A 20 foot wide parcel of land located in the NW1/4 of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Northwest corner of said NW1/4; thence South 89°52'12" E (assumed bearing) 386.09 feet on the North line of said NW1/4 to the point of beginning; thence South 32°06'11" W, 239.96 feet; thence South 32°50'35" W, 318.99 feet; thence South 35°22'23" E, 230.00 feet; thence South 13°11'29" E, 125.84 feet; thence South 15°08'45" W, 261.00 feet; thence South 16°55'26" E, 300.00 feet; thence South 09°38'15" W, 1.07 feet to the South line of said NW1/4 and the point of termination of said easement, which point is 263.08 feet Easterly of the Southwest corner of said NW1/4, except that part occupied by the C.B. & Q. Railroad right-of-way. The sidelines of said easement area may be extended or shortened to intersect the North and South lines of said Tax Lot 9.

TEMPORARY EASEMENT

A 120 foot wide parcel of land located within Tax Lot 9 in the NW1/4 of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Northwest corner of said NW1/4; thence South 89°52'12" E (assumed bearing) 386.09 feet on the North line of said NW1/4 to the point of beginning; thence South 32°06'11" W, 239.96 feet; thence South 32°50'35" W, 318.99 feet; thence South 35°22'23" E, 230.00 feet; thence South 13°11'29" E, 125.84 feet; thence South 15°08'45" W, 261.00 feet; thence South 16°55'26" E, 300.00 feet; thence South 09°38'15" W, 1.07 feet to the South line of said NW1/4 and the point of termination of said easement, which point is 263.08 feet Easterly of the Southwest corner of said NW1/4, except that part occupied by the C.B. & Q. Railroad right-of-way. The sidelines of said easement area may be extended or shortened to intersect the North and South lines of said Tax Lot 9.

MARYON D. HOFFMAN, Owner, and JAY F. HOFFMAN, her Husband; and DANIEL J. SCHRAM, Tenant, and JOAN SCHRAM, his wife;

Tract 5:PERMANENT EASEMENT

A 20 foot wide parcel of land located within the NW1/4 of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Southwest



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corner of said NE1/4; thence South 89°52'12" E (assumed bearing) 386.09 feet on the South line of said NE1/4 to the point of beginning; thence North 32°06'11" E, 70.51 feet; thence North 18°09'10" E, 320.98 feet; thence North 44°25'08" E, 290.07 feet; thence North 05°09'31" E, 350.00 feet; thence North 21°46'12" W, 350.00 feet; thence North 22°06'21" W, 350.00 feet; thence North 20°45'17" W, 350.00 feet; thence North 09°42'17" W, 350.00 feet; thence North 10°01'38" W, 350.00 feet; thence West 294.00 feet; thence North 64.00 feet to the North line of said NW1/4 and the point of termination of said easement, which point is 34.81 feet westerly of the Northwest corner of the NE1/4 of said Section 16. The sidelines of the easement area may be extended or shortened to intersect the North line of the NW1/4 and the South line of the NE1/4 of said Section 16.

#### TEMPORARY EASEMENT

A 120 foot wide parcel of land located within the NW1/4 of Section 16, Township 14 North, Range 11 East, of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the Southwest corner of said NE1/4; thence South 89°52'12" E (assumed bearing) 386.09 feet on the South line of said NE1/4 to the point of beginning; thence North 32°06'11" E, 70.51 feet; thence North 18°09'10" E, 320.98 feet; thence North 44°25'08" E, 290.07 feet; thence North 05°09'31" E, 350.00 feet; thence North 21°46'12" W, 350.00 feet; thence North 22°06'21" W, 350.00 feet; thence North 20°45'17" W, 350.00 feet; thence North 09°42'17" W, 350.00 feet; thence North 10°01'38" W, 350.00 feet; thence West 294.00 feet; thence North 64.00 feet to the North line of said NW1/4 and the point of termination of said easement, which point is 34.81 feet westerly of the Northwest corner of the NE1/4 of said Section 16. The sidelines of the easement area may be extended or shortened to intersect the North line of the NW1/4 and the South line of the NE1/4 of said Section 16.

RAQUEL H. NEWMAN, an unmarried woman, Owner; and FLOYD W. DURKOP, Tenant, and IDORA DURKOP, his Wife.

5. The Condemner has stipulated and agreed that, in excavating trenches in the permanent easement areas described above within which sanitary sewer pipe and appurtenances will be placed, it will remove and store at least eight (8) inches of topsoil; that after sanitary sewer pipe and appurtenances have been placed in the trenches, the trenches will be filled in accordance with good engineering practices and the topsoil which was previously removed shall be replaced; and that the surface

60-33266

of soil excavated in the permanent easement areas shall be restored, as near as may be reasonably possible, to the original contour thereof.

6. The Appraisers find that the amount of damages sustained by the Condemnees by reason of the Condemner's acquisition of temporary and permanent easements and rights-of-way in, on, over, across, under and through the parcels of real property described above, is as follows:

| <u>Tract 1:</u> | <u>NAME</u>                                                                                                                                   | <u>AWARD</u> |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------|
|                 | Judith T. Frederick, also known as<br>Judith I. Frederick, formerly known<br>as Judith I. Trumble and Allen L.<br>Frederick, wife and husband | \$2,562.00   |
|                 | Brian C. Frederick                                                                                                                            | \$ 366.00    |
|                 | Brett D. Frederick                                                                                                                            | \$ 366.00    |
|                 | Mary Trumble                                                                                                                                  | \$ 366.00    |
|                 | Nancy Trumble                                                                                                                                 | \$ 366.00    |
|                 | Anne Trumble                                                                                                                                  | \$ 366.00    |
|                 | Charles Trumble and Marion Trumble,<br>husband and wife                                                                                       | \$ 0.00      |
|                 | TOTAL                                                                                                                                         | \$4,392.00   |
| <u>Tract 2:</u> | <u>NAME</u>                                                                                                                                   | <u>AWARD</u> |
|                 | Maryon D. Hoffman and Jay F. Hoffman,<br>wife and husband                                                                                     | \$ 111.00    |
|                 | Daniel J. Schram and Joan Schram,<br>husband and wife                                                                                         | \$ 0.00      |
|                 | TOTAL                                                                                                                                         | \$ 111.00    |

60-3326H

Tract 3:

| <u>NAME</u>                                           | <u>AWARD</u> |
|-------------------------------------------------------|--------------|
| Floyd W. Durkop and Idora Durkop,<br>husband and wife | \$2,681.00   |

Tract 4:

| <u>NAME</u>                                               | <u>AWARD</u> |
|-----------------------------------------------------------|--------------|
| Marion D. Hoffman and Jay F. Hoffman,<br>wife and husband | \$2,419.00   |
| Daniel J. Schram and Joan Schram,<br>husband and wife     | \$ 0.00      |
| TOTAL                                                     | \$2,419.00   |

Tract 5:

| <u>NAME</u>                                           | <u>AWARD</u> |
|-------------------------------------------------------|--------------|
| Raquel H. Newman                                      | \$8,091.00   |
| Floyd W. Durkop and Idora Durkop,<br>husband and wife | \$ 0.00      |
| TOTAL                                                 | \$8,091.00   |

NOW, THEREFORE, the undersigned Appraisers do hereby find and assess the damages that will be suffered by reason of Condemner's acquisition of temporary and permanent easements and rights-of-way as set forth above, and all of which is hereby respectfully submitted.

STATE OF NEBRASKA  
COUNTY OF SHERMAN

Docket Mt Page 35

John E. Johnson

Gene W. Murphy

Michael N. Schirber

County Judge

SEAL By [Signature] Clerk of the County Court

2004-31735A

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Sarpy

On this 30 day of July, 2004,  
before me the undersigned, a Notary Public in and for said  
County, personally came

Gerald Torczon

President of Torco Development, Inc.  
personally to me known to be the identical person(s) who  
signed the foregoing instrument as grantor(s) and who  
acknowledged the execution thereof to be his voluntary  
act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Doris J. Michael  
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me the undersigned, a Notary Public in and for said County  
and State, personally appeared

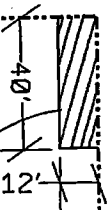
personally to me known to be the identical person(s) who  
acknowledged the execution thereof to be \_\_\_\_\_ voluntary  
act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

\_\_\_\_\_  
NOTARY PUBLIC

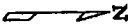
HARRISON ST

99 ST



OPPD EASEMENT AREA

LOT 380 CIMARRON WOODS



FILED SARP CO. NE.  
INSTRUMENT NUMBER  
2004-31735  
2004 AUG 17 P 12:41 B  
*Donna J. Harding*  
REGISTER OF DEEDS

COUNTER Pa CE SP  
VERIFY D DE SP  
PRCJF D  
FEES \$ 10.50  
OF BOOK#  
CHG. OPPD CASH  
REFUND CREDIT  
SHORT NCR

UNG  
July 21, 2004

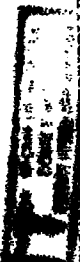
Doc.#

### RIGHT-OF-WAY EASEMENT

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Tocco Development, Inc.

Lot Three Hundred Eighty (380), Cimarron Woods, an Additions surveyed, platted and recorded in Sarpy County, Nebraska.



in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of easement area.)

#### CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 30 day of July, 2004.

#### OWNERS SIGNATURE(S)

*Michael Thayer*

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way GW/EPI  
444 South 16th Street Mail  
Omaha, NE 68102-2247

31735

INSTRUMENT NUMBER  
93-26076

|         |               |
|---------|---------------|
| Proof   | <u>✓</u>      |
| D.E.    | <u>W</u>      |
| Verify  | <u>W</u>      |
| Filed   | <u>      </u> |
| Checked | <u>      </u> |
| Fee \$  | <u>10.50</u>  |

(General - Page 1)

93-26076

93 OCT 18 PM 2: 03

EASEMENT-POLITICAL SUB-DIVISION-INDIVIDUAL

Project: RS-3792(2)  
REGISTER OF DEEDS RS 3792(2)

C.N.: 20576A

Tract: 74

KNOW ALL MEN BY THESE PRESENTS:

THAT Raquel H. Newman, unmarried  
hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of Nine Thousand Eight Hundred Ten and No/100 (\$9,810.00) DOLLARS in hand paid does hereby grant and convey unto Sarpy County, Nebraska hereinafter known as the Grantee and to its successors and assigns the following described permanent easement for the purpose of fill slope and the subsequent maintenance of same, situated in Sarpy County, and the State of Nebraska, to-wit:

A tract of land located in part of the N 1/2 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NW corner of the NE 1/4 of said Section 16; thence S00°17'32"E (assumed bearing) along the West line of said NE 1/4 of Section 16, a distance of 50.00 feet; thence S89°58'45"E, a distance of 1731.91 feet to the Point of Beginning; thence S89°58'45"E, a distance of 747.61 feet; thence S77°20'26"W, a distance of 205.50 feet thence S84°18'37"W, a distance of 199.89 feet; thence N89°58'45"W, a distance of 98.22 feet; thence N75°24'18"W, a distance of 258.31 feet to the Point of Beginning.

The above described tract of land contains an area of 29,982 square feet, more or less.

AND

A tract of land located in part of the N 1/2 of the NE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NW corner of the NE 1/4 of said Section 16; thence S00°17'32"E (assumed bearing) along the West line of said NE 1/4 of Section 16, a distance of 50.00 feet to the point of Beginning; thence S89°58'45"E, a distance of 765.48 feet; thence S80°05'41"W, a distance of 290.06 feet; thence N89°58'45"W, a distance of 297.90 feet; thence N75°59'24"W, a distance of 187.11 feet to a point on said West line of the NE 1/4 of Section 16; thence N00°17'32"W, along said West line of the NE 1/4 of Section 16, a distance of 4.77 feet to the Point of Beginning.

The above described tract of land contains an area of 27,010 square feet, more or less.

26076

P1 N5 E  
C1 P2 N5 E  
85109

93-26076A

(General - Page 2)

EASEMENT-POLITICAL SUB-DIVISION-INDIVIDUAL

Project: RS-3792(2) C.N.: 20576A Tract: 7A

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to his, her or their heirs, successors and assigns.

Duly executed this 28 day of July, 1993.

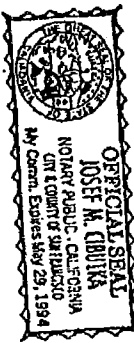
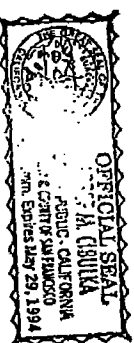
*Roguel H. Nuñez*

State of California  
County of San Francisco

On 7/28/93 before me, Roguel H. Nuñez  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared Roguel H. Nuñez  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Roguel H. Nuñez*  
SIGNATURE OF NOTARY

OPTIONAL SECTION  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
TITLE OR TYPE OF DOCUMENT  
NUMBER OF PAGES  
DATE OF DOCUMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER  
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☒ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)  
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

93-26076A  
93-26076A  
93-26076A

FILED SAMPY CO. ME.

INSTRUMENT NUMBER

200-32124

2000 DE -7 PM 3:22

Longstanding

REGISTER OF DEEDS

Counter 12

Verify OK

D.E.

Feb 25 1950

☒ Cash ☐ Chg

2514

**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

# LLOYD J. DOWDING

# SARPY COUNTY REGISTER OF DEEDS

1210 GOLDEN GATE DRIVE, STE 1109

**PAPILLION, NE 68046-2895**

**402-593-5773**

**SCROD Form 1, Dated 12/14/1999**

32124

**FULLENKAMP, DOYLE & JOBEUN**  
11440 W. CENTER RD. 334-0700  
OMAHA, NE 68144

考



2000 32124 A

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

SANITARY AND IMPROVEMENT DISTRICT ) Case No. M-148  
NO. 200 OF SARPY COUNTY, NEBRASKA, )

Condemner, ) RETURN OF APPRAISERS

v. )

NEWMAN FAMILY PARTNERS, L.P., )  
a California limited partnership, )  
Condemnee, )

TO THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA.

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein, sought to be appropriated by Sanitary and Improvement District No. 200 of Sarpy County, Nebraska and also other property of the condemnnee that may have been damaged thereby and did hear all parties interested therein who appeared in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described and thereafter did assess the damages that the condemnnee has sustained or will sustain by such appropriation of the property herein described for public purposes and also damage to such other property of the condemnnee as in our opinion, was damaged by the appropriation of the property herein described:

See Exhibits "A" and "B", attached hereto and incorporated herein by this reference.

FILED  
SARPY COUNTY COURT  
00 NOV 15 AM 9:30

2000 32124 B

Now, therefore, we as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for public purposes by Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, in the amount of:

TOTAL AMOUNT AWARDED FOR ACQUISITION OF PERMANENT EASEMENT: \$ 8000.00

TOTAL AMOUNT AWARDED FOR ACQUISITION OF TEMPORARY EASEMENT: \$ 5000.00

Award to be distributed as follows:

Newman Family Partners, L.P. \$ 13,000.00

\$ \_\_\_\_\_

All of which is hereby respectfully submitted.  
Dated this 15<sup>th</sup> day of November 2000.

Edward C Young  
Appraiser

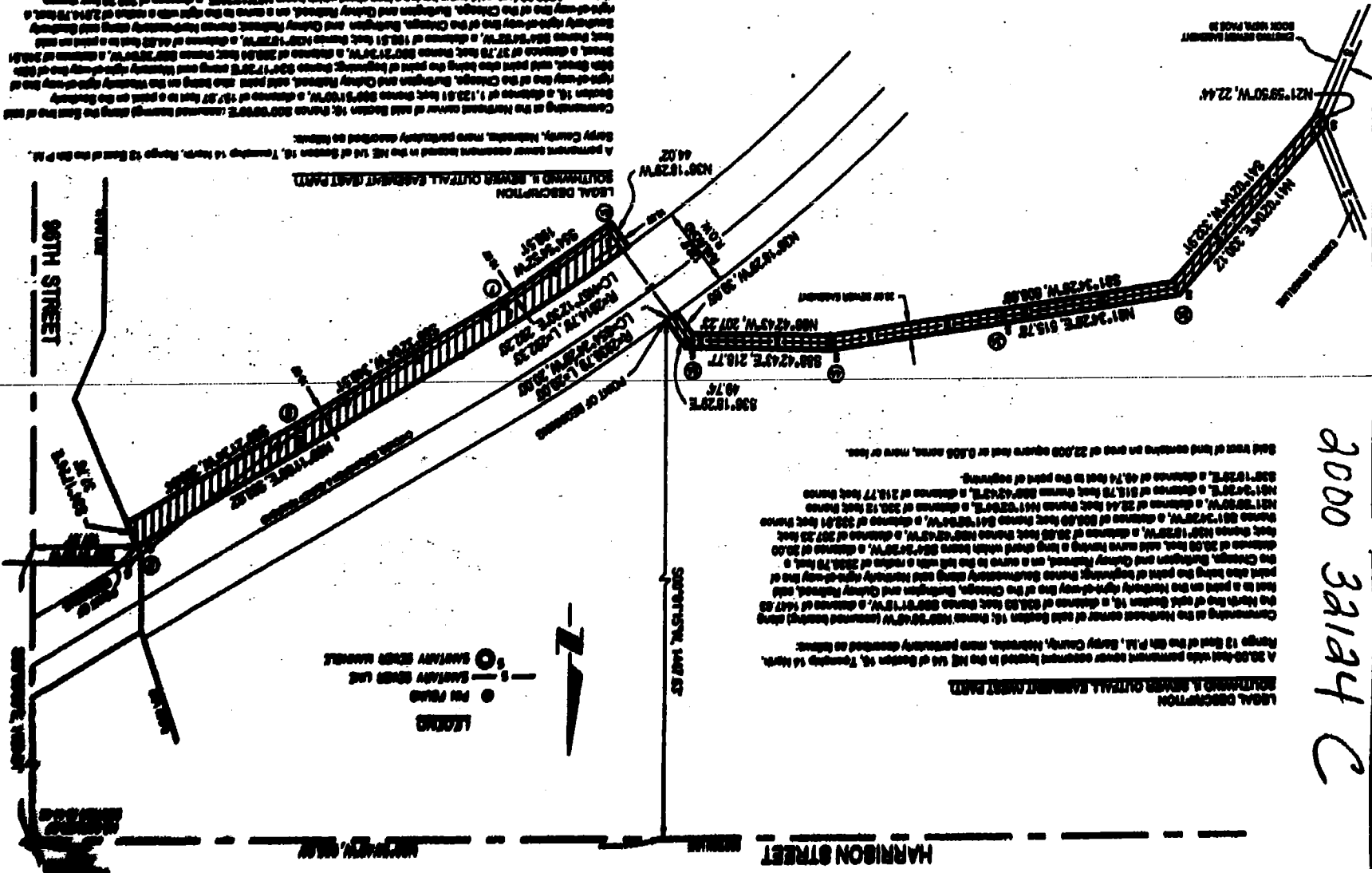
Augusta J. [Signature]  
Appraiser

W. H. [Signature]  
Appraiser

Subscribed and sworn to before me and filed this 15<sup>th</sup> day of November 2000.

Long [Signature]  
County Judge

2000 32124 C



A 20.00-foot wide permanent easement located in the NE 1/4 of Section 10, Township 14 North, Range 12 East of the 1st P.M., Barry County, Nebraska, more particularly described as follows:

**LEGAL DESCRIPTION**

**TENNESSEE ARMY AIRBORNE**

**SIX ARMY AIRBORNE**

**CORPS HQ**

**CHIEF**

**50601574, 140153**

[illegible]

**HARRISON STREET**

**Z**

86TH STREET

**CONFIDENTIAL**

A PORTLAND CEMENT CONCRETE FOUNDATION IN THE NE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 1<sup>ST</sup> 1/2.

[illegible]

**SOUTHWIND II  
SEWER OUTFALL EASEMENT**

EXHIBIT A

**RESEARCH DESIGN**

ONLY THE BEST FOR  
 YOUR BUSINESS  
 AND YOUR BUDGET  
 CALL 1-800-855-1111

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-10-2001 BY 60322  
U.S. DEPARTMENT OF JUSTICE

**E&A CONSULTING GROUP, INC.**  
**ENGINEERS • PLANNERS • SURVEYORS**



100-11

100-12



2000 32134 D

## Deed Record No. 67

of the Northeast Quarter, the North Half of the East Half of the West Half of the Northeast Quarter of the Northeast Quarter, and the West Half of the East Half of the West Half of the Northwest Quarter of the Northeast Quarter of Section 10, Township 12 North, Range 11, East of the 6th Principal Meridian, in Sarpy County, Nebraska, 110 acres, more or less.

Lot 11, in Block 16 and Lots 9 and 10 in block 22 South Papillion, in the Village of Papillion, Sarpy County, Nebraska, and,

Lots 3 and 4 in Block 2 in the Village Papillion, Sarpy County, Nebraska, subject to my life estate, as homestead, in said last described lots 3 and 4 Block 2, Village of Papillion, Nebraska.

Together with all and singular the hereditaments and appurtenances therunto belonging;

TO HAVE AND TO HOLD the above described premises unto the said second parties, and their heirs and assigns; subject however to my homestead right aforesaid.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Signed, Sealed and Delivered in Presence of

Maurice F. Langdon

Lena Lutz

STATE OF NEBRASKA, ) ss  
County of Sarpy )

On this 7th day of July A.D. 1949, before me, a Notary Public in and for said county and state, personally came the above named Lena Lutz, widow, who is personally known to me to be the identical person described in and whose name is affixed to the foregoing Deed as grantor, and ~~whereby~~ acknowledged the foregoing instrument to be her voluntary act and deed for the purposes therein stated.

WITNESS my hand and official seal at Papillion, in said county, on the date last above mentioned.

Maurice F. Langdon

Notary Public

MAURICE F. LANGDON, Notary Public,  
SARPY COUNTY, NEBRASKA COMMISSION  
EXPIRES AUG. 7, 1953 \*\*\*\*\*

JOSEPH FRANCEL & WIFE:

TO  
STATE OF NEBRASKA :  
W.D. \$1.35 Paid : :

Filed July 9th, 1949 at 10:00 o'clock A.M.

M. F. Langdon  
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

THAT Joseph Francel and Christina Francel, husband and wife, of the County of \_\_\_\_\_ and State of \_\_\_\_\_ for and in consideration of the sum of Nine and 60/100 (\$9.60) DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA the following described real estate situated in Sarpy County, and State of Nebraska, to-wit:

A parcel of land located in the western part of Tax Lot D-3 in the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska lying between the eastern right of way line of road as established previous to 1947 and the following described line:

Beginning at a point 528.0 feet northerly and 47.0 feet easterly from the southwest corner of said Northwest Quarter; thence northerly on a line 47.0 feet easterly from and parallel to said west line a distance of 130.0 feet to a point of termination containing 0.033 acre, more or less.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditament and appurtenances therunto belonging, unto the said The State of Nebraska and to its successors and assigns forever.

And we do hereby covenant with the said grantees and with its successors and assigns that we are lawfully seized of said premises; that they are free from encumbrance \_\_\_\_\_ that we have good right and lawful authority to sell the same, and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Christina Francel, hereby releases all her rights of every name and kind in and to the above described premises, and the same unto the said State of Nebraska, and its successors and assigns forever.

In Presence of

Maurice F. Langdon

Joseph Francel

Christina Francel