



BK 1386 PG 704-705



MISC 2001 09279

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 JUN 25 AM 10:03

RECEIVED

RELEASE OF EASEMENT

WHEREAS, request has been made that the Metropolitan Utilities District of Omaha release its easement rights in vacated 126th Street in the South Half (S.1/2) of Section Thirty (30), Township Sixteen (16) North, Range Twelve (12) East of the 6th P.M., Douglas County, as it lies within the to-be-platted Deer Creek subdivision, all as shown and described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, the District has no present or future need to retain any of its rights, including but not limited to statutorily conveyed public right-of-way easement rights, in the said portion of 126th Street vacated by a Resolution of the Board of County Commissioners of Douglas County recorded at Book 1373, Page 363, of the Miscellaneous Records of the Register of Deeds of Douglas County.

THEN, THEREFORE, the Metropolitan Utilities District of Omaha hereby releases its above described easement rights.

IN WITNESS WHEREOF, this Release of Easement is executed by the undersigned on this 17th day of May, 2001.

METROPOLITAN UTILITIES DISTRICT
OF OMAHA, a Municipal Corporation

Approved as to form:
[Signature] May 17, 2001
Attorney Date

By: *[Signature]*
Gerald A. Radek, General Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

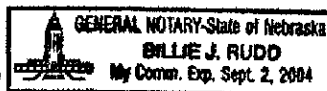
On this 17th day of May, 2001, before me, a Notary Public in and for the State of Nebraska, personally came the above named Gerald A. Radek, to me personally known to be the identical person who executed the above and foregoing Release of Easement on behalf of the Metropolitan Utilities District of Omaha, and to me known to be the General Manager of said District, and he acknowledged said execution to be his voluntary act and deed and the voluntary act and deed of said Municipal Corporation pursuant to a resolution of the Board of Directors in the premises.

WITNESS my hand and Notarial Seal on the date aforesaid.

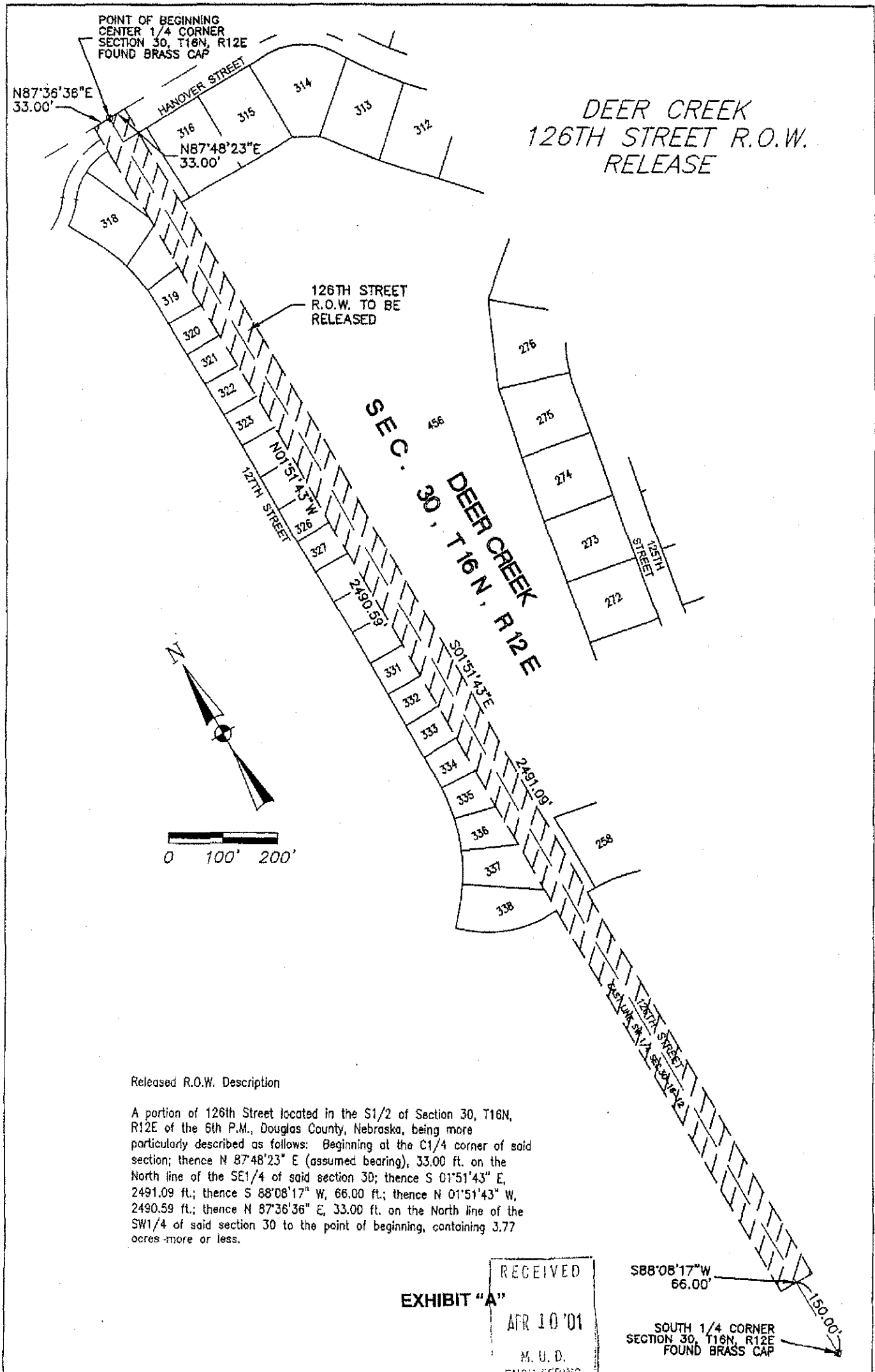
Michael
2
1

FEE 10.50 CASH
FB 01-60000
BKP 30-16-12 C/O COMP
DEL SCAN CB FL

[Signature]
Notary Public



Return to: Kirkheim Michael
9110 W. Dodge Rd
Omaha 68124



Released R.O.W. Description

A portion of 126th Street located in the S1/2 of Section 30, T16N, R12E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at the C1/4 corner of said section; thence N 87°48'23" E (assumed bearing), 33.00 ft. on the North line of the SE1/4 of said section 30; thence S 01°51'43" E, 2491.09 ft.; thence S 88°08'17" W, 66.00 ft.; thence N 01°51'43" W, 2490.59 ft.; thence N 87°36'36" E, 33.00 ft. on the North line of the SW1/4 of said section 30 to the point of beginning, containing 3.77 acres more or less.

EXHIBIT "A"

RECEIVED
 APR 10 '01
 M. U. D.
 ENGINEERING

S88°08'17"W
 66.00'
 SOUTH 1/4 CORNER
 SECTION 30, T16N, R12E
 FOUND BRASS CAP

OBLIGATIONS SECURED

Trustor makes the foregoing grant and assignment for the purpose of securing the following obligations which Trustor covenants to pay and perform promptly in accordance with their terms:

1. Payment to Beneficiary of all indebtedness evidenced by and arising under that certain Note Secured by Deed of Trust in the amount of Seven Million and No/100 Dollars (\$7,000,000.00) and that certain Note Secured by Deed of Trust in the amount of One Million and No/100 Dollars (\$1,000,000.00) (herein "Notes"), both dated as of the date hereof, payable to Beneficiary or its order, in the combined principal amount of EIGHT MILLION AND No/100 DOLLARS (\$8,000,000.00) (the "Principal") together with Interest thereon, and any modifications, extensions or renewals thereof (including, but without limitation, (i) modifications of the required Principal and/or Interest payment dates, deferring or accelerating said payment dates in whole or in part, and/or (ii) modifications, extensions or renewals at a different rate of Interest), whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes (the above principal amount of the Notes are secured even though all or part of it may not yet be advanced; future advances are contemplated and will be secured to the same extent as if made on the date this Deed of Trust is executed);
2. Subject to applicable law or to a written waiver by Beneficiary, Trustor shall pay to Beneficiary on each Due Date under the Notes, until the Notes are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly real property taxes (as defined in Paragraph A.2, below), and general and special assessments which may attain priority over this Deed of Trust, and ground rents on the Subject Property, if any, plus one-twelfth of yearly premium installments for the insurance required to be maintained pursuant hereto, all as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills or other reasonable estimates thereof.

The Funds shall be held by Beneficiary and commingled with the Beneficiary's other funds and, further, Beneficiary shall not be liable to Trustor for interest on such Funds. Beneficiary shall apply the Funds to pay said real property taxes, general and special assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If at any point during the term hereof, the amount of the Funds held by Beneficiary shall exceed the amount required to pay the real property taxes, general and special assessments, insurance premiums and ground rents as they fall due during the next consecutive twelve-month period, such excess shall be, at Trustor's option, either promptly repaid to Trustor or credited to Trustor on future monthly payments of Funds. If the amount of the Funds held by Beneficiary shall not be sufficient to pay real property taxes, general and special assessments, insurance premiums, and ground rents as they fall due during the next consecutive twelve-month period, Trustor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Beneficiary to Trustor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to Trustor any Funds held by Beneficiary. If under Paragraph B.2(e) herein the Subject Property is sold or the Subject Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Subject Property or its acquisition by Beneficiary, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

3. Payment to the Beneficiary of all indebtedness of such further sums and/or performance of such further obligations as Trustor or the then record owner of the Subject Property may undertake to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, its successors or assigns, when said borrowing and/or obligations is evidenced by a writing or writings reciting that it or they are so secured.
4. Performance of each agreement of Trustor herein contained or contained in the Notes and/or any and all documents and instruments executed by Trustor concurrently herewith for purposes of evidencing or securing the repayment of the Notes, including the Hazardous Substances Certificate and Indemnity Agreement, which are incorporated herein by this reference, (the "Loan Documents"), and the payment of each fee, cost and expense by Trustor as herein set forth;
5. Any breach, default or event of default with respect to the obligations of the Borrower under the Loan Documents shall also be deemed an event of default by the Trustor under this Deed of Trust,

EXHIBIT "A"

Parcel I (9A)

Lots 1, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 63, 64, 65, 66, 67, 68, 69, 70, 71, 73, 74, 75, 76, 77, 78, 90, 91, 92, 93, 94, 95, 102, 114, 118, 125, 126, 127, 128, 129, 132, 134, 135, 178, 181, 182, 183, 184, 185, 186, 187, 188, 189, 193, 194, 195, 196, 197, 198, 199, 210, 211, 212, 213, 214, 216, 217, 221, 226, 231, 232, 233, 240, 241, 242, 243, Deer Creek, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska. 64-68754

AND

Lot 1, Deer Creek Replat 2, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska
64-68758

Parcel II (49)

Lots 246, 247, 248, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, and Lots 315, 316, 317, 391, 392, 393, 394, 395, 396, 397, 398, 412, 417, 421, 422, 423, 424, 425, 426, 427, 443, 444, 445, 446, 447, 448, 449, and 450 and Outlots B, C, D and E, Deer Creek, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 65-68771

Parcel III (42)

Lots 270, 271, 272, 273, 274, 275, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 291, 292, 293, 294, 295, 297, 298, 299, 300, 301, 302, 309, 310, 311, Deer Creek, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 65-68771