

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JUN -2 AM 10 20

Carl H. Siebler  
REGISTER OF DEEDS

RICHARD K. FLORY and )  
DONALD D. SIEBLER, as Trustees )  
and on behalf of Board of )  
Trustees for Bruce N. Miller )  
Real Property Arrangement, )  
Plaintiffs, )

DOC. 759

NO. 141

vs. )

WILLIAM L. ROBINSON and )  
SANDRA ROBINSON, )  
Defendants. )

STIPULATION AND AGREEMENT  
TO ASSIGN

This Stipulation and Agreement (hereinafter "Agreement") is made and entered into this 22 day of April, 1982, by and among Donald D. Siebler, as Trustee and on behalf of Board of Trustees for Bruce N. Miller Real Property Arrangement (hereinafter "Board of Trustees"), William L. Robinson and Sandra Robinson (hereinafter "Robinsons"), and Robinson Drywall, Inc. (hereinafter "Drywall"),

W I T N E S S E T H :

WHEREAS, the above-captioned action was filed against Robinsons on June 26, 1979; and

WHEREAS, both parties to the above-captioned action desire to settle the matter and avoid the cost of additional litigation; and

WHEREAS, Robinsons are interested in the financial success and well-being of Drywall, and Drywall is interested in the financial success and well-being of Robinsons; and

WHEREAS, it is in the best interest of Robinsons and Drywall to settle the above-captioned lawsuit; and

WHEREAS, Drywall was a party and signatory to a certain Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, under said Exhibit "A," George Russell and Gordon H. Miles were elected joint Trustees for the benefit of all signatories to said Exhibit "A" and were to hold legal title to

Exhibit 03267

certain parcels of real estate as Trustees for the benefit of the signatories to said Exhibit "A"; and

WHEREAS, said Trustees are the legal titleholders of certain parcels of real estate (hereinafter "the Real Estate"), more fully described in a Warranty Deed filed on December 31, 1976, in the office of the Register of Deeds for Sarpy County, Nebraska, in Book 151 at Page 3618 of Deeds, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, and a Warranty Deed filed on May 31, 1979, in the office of the Register of Deeds for Sarpy County, Nebraska, in Book 154 at Page 1443 of Deeds, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, which deed amended a Warranty Deed filed on February 7, 1979, in the office of the said Register of Deeds in Book 154 at Page 338 of Deeds, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference; and

WHEREAS, by virtue of said Exhibit "A" and subject to its terms, Robinson Drywall, Inc., has an ownership interest in the Real Estate amounting to 8.046%.

NOW, THEREFORE, Board of Trustees, Robinsons, and Drywall agree as follows:

1. Robinsons and Drywall warrant that Exhibit "A" attached to this Agreement is a true and correct copy of the Agreement between the parties thereto, and that said Exhibit "A" represents the only document presently in existence that defines the rights of Drywall and the duties of Gordon H. Miles and George Russell as Trustees.

2. Drywall hereby sells, assigns, and transfers one-half of its right, title, and interest in the Real Estate under the terms of Exhibit "A," to the Board of Trustees.

3. As consideration for the above, Board of Trustees agrees to procure the dismissal of the above-captioned action against William L. Robinson and Sandra Robinson and further agrees to surrender to Drywall that certain Promissory Note dated July 3, 1974, for the original principal amount of \$41,937.58,

which note is held and owned by Board of Trustees and which note was the basis and object of the above-captioned suit commenced by Board of Trustees.

4. In further consideration of the above, Robinsons and Board of Trustees hereby mutually and reciprocally release each other from any and all claims, counterclaims, and other obligations of whatever nature and kind except as stated and provided for in this Agreement.

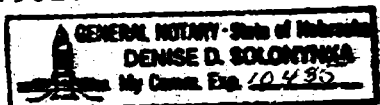
5. Robinsons and Drywall warrant that Robinsons have full authority to assign Drywall's right, title, and interest in the Real Estate to Board of Trustees and that such assignment, pursuant to the terms of this Agreement, is in the best interests of Robinsons and Drywall.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation And Agreement To Assign on the date first above written.

ROBINSON DRYWALL, INC.

By: Robinson Drywall

Subscribed and sworn to before me this 22 day of April, 1982.



Denise D. Solontyuk  
Notary Public

DONALD D. SIEBLER, as Trustee and on behalf of Board of Trustees for Bruce N. Miller Real Property Arrangement

By: Donald D. Siebler

Subscribed and sworn to before me this 29 day of April, 1982.

Evelyn I. Baker  
Notary Public

ROBINSON DRYWALL, INC.

By: Wm L Robinson Pres



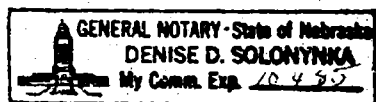
EVELYN I. BAKER  
GENERAL NOTARY - State of Neb.  
My Commission Expires  
3-30-1985

Subscribed and sworn to before me this 26 day of May, 1982.

Linda H. Egan  
Notary Public

William L. Robinson  
 William L. Robinson

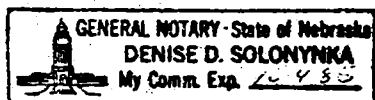
Subscribed and sworn to before me this 22 day of April, 1982.



Denise D. Solonyka  
 Notary Public

Sandra Robinson X

Subscribed and sworn to before me this 22 day of April, 1982.



Denise D. Solonyka  
 Notary Public

#### ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT

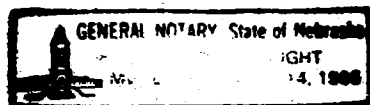
The undersigned, one of the Trustees as described in Exhibit "A" attached hereto, with full authority to do so, hereby acknowledges and accepts the assignment by Robinson Drywall, Inc., of one-half (1/2) of its interest as described above to the Board of Trustees for Bruce N. Miller Real Property Arrangement. Further, the undersigned agrees that when any disbursements occur of the proceeds from the sale, lease, or other use of the Real Estate described in Exhibits "B" and "C" attached hereto, payment in the amount of 4.023% of the total proceeds available for distribution will be disbursed to: Board of Trustees for Bruce N. Miller Real Property Arrangement, to the attention of James S. Mitchell, 1500 Woodmen Tower, Omaha, NE 68102, attorney for said Board of Trustees for Bruce N. Miller Real Property Arrangement.

Dated the 28<sup>th</sup> day of <sup>May</sup> April, 1982.

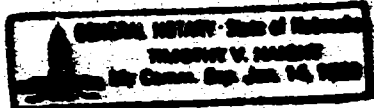
GEORGE RUSSELL, Trustee

George Russell

<sup>May</sup> April, 1982. Subscribed and sworn to before me this 28<sup>th</sup> day of



Timothy V. Haigh  
 Notary Public



AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between C. G. Smith Construction Company, a Nebraska corporation; Southern Park, Inc., a Nebraska corporation; Eastar Investment, Inc., a Nebraska corporation, and those persons, firms and corporations as are set forth in Paragraph I hereof all being creditors of C. G. Smith Construction Company.

WHEREAS, Southern Park, Inc. is the owner of the real property commonly known as the Timber Creek Apartments, Omaha, Nebraska, and legally described as set forth in Exhibit "A" attached hereto and incorporated herein; and,

WHEREAS, Eastar Investment, Inc. is the owner of the real property commonly known as the Granada Apartments, Sarpy County, Nebraska, and legally described as set forth in Exhibit "B" attached hereto and incorporated herein; and,

WHEREAS, C. G. Smith Construction Company was the general contractor on the apartment projects described above by virtue of contracts with the owners named above and incurred certain debts and liabilities in connection with the construction of each project for materials delivered and installed and labor performed by the persons, firms and corporations who have executed this agreement and are set forth in Paragraph I hereof; and,

WHEREAS, Southern Park, Inc. and Eastar Investment, Inc. are unable to make payment to C. G. Smith Construction Company in order that all costs for construction of each project may be paid; and,

WHEREAS, all parties hereto are desirous of providing orderly payment to the creditors set forth in Paragraph I hereof and to further provide collateral security to assure payment in accordance with the terms of this agreement.

**EXHIBIT A**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

I

The persons, firms and corporations set forth below constitute the creditors of C. G. Smith Construction Company who are parties to this agreement and the amounts set forth below constitute the uncontested indebtedness due and owing each participating creditor:

<u>Name</u>	<u>Amount</u>
Thompson Plumbing Co., Inc.	\$53,657.88
Hand Electric Co.	\$33,037.70
Teel Grading Co.	730.92
City Glass Co.	685.57
Larson Cement Stone Co.	4,451.85
Standard Iron Works	7,623.66
Contract Draperies	4,965.09
Builders Supply Co. & Security Window	11,707.52
Millard Lumber	132,068.82
<u>Robinson Drywall, Inc.</u>	<u>38,441.00</u>
Safway Steel Scaffolds/Al Tietgen	1,621.44
Imperial Tile	29,474.99
Gollenor, Schemmer & Assoc., Inc.	5,599.67
Harmon Appliance Sales	3,143.18
Omaha Door Co.	1,774.71
American Fence Inc.	2,507.00
West Dodge Electric Ltd.	1,984.93
Nebraska Tile Supply Co.	2,003.20
Radachi Company	5,600.00
Richard R. Daly/DBA Refinite Products Sales	2,327.00
Ashton Wholesale	2,985.82
Gerkin Associates, Inc.	2,393.42
Robertson Sheet Metal Co., A Corp.	15,651.29
Fasco Industries	3,124.64
AAA Building Components	2,354.28
Francisco Cabinets	1,430.75
Ralph Henry	967.50
Concrete Specialties of Tulsa, Inc.	10,932.30
Ready Mixed Concrete Co.	14,617.54
Frazier-Schurkamp, Inc.	19,328.12
Carlisle Insulation, Inc.	5,409.80
Miracle Equipment	601.83
Leo Daly	1,500.00
Satellite Industries	950.79
Schollman Hardware	8,847.77
Sioux City Brick	7,894.69
Broski Bros., Inc.	2,996.39
Asphalt Paving Company, Inc.	4,463.39
Glass Contractors, Inc.	2,680.23
Hearthside Shop	428.18

**EXHIBIT A-1**

## II

George Russell and Gordon H. Miles are hereby elected to be joint Trustees for the benefit of all parties of this agreement. Said Trustees shall receive in trust the properties given as security for the indebtedness and shall hold legal title to the properties deeded to the creditors as partial payment hereunder. Said Trustees shall receive all sums paid pursuant to this agreement and shall from time to time make distributions to each creditor in accordance with the terms of this agreement.

## III

Eastar Investment, Inc., Southern Park, Inc. and C. G. Smith Construction Company hereby agree to execute their joint and mutual promissory note to the Trustees for the total amount set forth in Paragraph I providing for a term of five (5) years commencing at June 1, 1975, with interest on the unpaid balance of eight (8%) per cent per annum [eleven (11%) per cent upon a default]. Installments of interest shall be due annually with a first payment due June 1, 1976. Installments of principal shall be due annually except that the first installment shall be due June 1, 1977, with, however, the entire amount of principal and interest due June 1, 1980.

## IV

The note described in paragraph III will be secured by junior mortgages given to the Trustees against the Timber Creek Apartments and Granada Apartments as legally described in Exhibit "A" and Exhibit "B".

## V

It is further agreed that C. G. Smith Construction Company will procure the transfer of the single family lots described in Exhibit "C" to the Trustees, free and clear of all liens except special assessments. It is understood and agreed that said lots shall be subject to the purchase agreement

**EXHIBIT A-2**

of Construction Sciences, Inc., a Nebraska corporation, for the purchase price of Six Thousand and no/100 (\$6,000.00) Dollars per lot. Net proceeds of the sale of the said lots shall first be applied to payment of the first year's interest pursuant to the promissory note described in Paragraph III and the balance towards principal reduction of the next maturing installment of principal.

## VI

It is further agreed that C. G. Smith Construction Company will procure the transfer to the Trustees of the real estate described in Exhibit "D" subject to special assessments and the mortgage of The Omaha National Bank and the terms and conditions hereof, said mortgage to be paid pursuant to its terms by Construction Sciences, Inc. If, at the termination of the Omaha National Bank mortgage the property described in Exhibit "D" has not been sold, the Trustees agree to execute a mortgage for refinancing on the described property which shall be no less restrictive in terms than the existing mortgage. The real estate so transferred shall be sold in whole or in part by the Trustees as they in their mutual wisdom shall determine is fair and equitable. Proceeds of such sale shall be first applied to the next maturing installment of interest and the balance (if any) to a reduction of the next maturing installment(s) of principal due under the note described in Paragraph III. In the event that the terms of the note and this agreement shall be satisfied prior to the sale of all of the property transferred by virtue of this paragraph, the Trustees shall then re-deed the balance by Quit Claim Deed as directed by Construction Sciences, Inc.

## VIII

Proceeds shall be distributed by the Trustees to individual creditors in accordance with the ratio of the

**EXHIBIT A-3**





55- 3731

ASPHALT PAVING COMPANY, INC.

*by George A. Hunter, Jr.*  
GLASS CONTRACTORS, INC.

*for H. E. [signature]*

EXHIBIT A-5

55-373J

BROSKI BROS., INC.

BY: M. S. [Signature]

EXHIBIT A-6



55-373K

~~151-3618~~

100-WARRANTY DEED

The Hoffman General Supply House, Lincoln, Neb.

KNOW ALL MEN BY THESE PRESENTS:

THAT ~~I~~ or We,

CHARLES G. SMITH and NELLIE M. SMITH,  
Husband and Wife

of the County of Sarpy, State of Nebraska for and in consideration of the  
sum of One dollar and other good and valuable consideration----- DOLLARS,  
in hand paid do hereby grant, bargain, sell, convey and confirm unto

GORDON H. MILES and GEORGE RUSSELL,  
JOINT TRUSTEES

of the County of Douglas, State of Nebraska, the following described real estate  
situated in Sarpy County, State of Nebraska, to-wit:

SEE ATTACHED EXHIBIT "A"

*Can't find it*

NEBRASKA DOCUMENTARY  
STAMP TAX  
DEC 21 1976  
*Stamps 19*

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and  
appurtenances thereto belonging unto the said GRANTORS

and to their heirs and assigns forever.  
And the said Grantors covenant with the said Grantee or grantees and their heirs, assigns and assigns forever that they are free from all encumbrances,  
charges, liens, mortgages, judgments, decrees, orders, and all other claims and demands of any kind or nature whatsoever, and that they have good right and lawful authority to sell the same, and that they hereby covenant to warrant and defend the title of said premises against the lawful claims of all persons whatsoever.

Witness my hand and seal this 14th day of August, 1976.

Attest: \_\_\_\_\_  
Notary Public for Nebraska

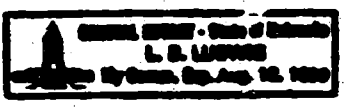
EXHIBIT A

52-373L  
~~151-3618A~~

STATE OF Nevada }  
Sage County } ss.

On this 14th day of August, 1976, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came Charles E. Smith & Della M. Smith

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed.



Witness my hand and Notarial Seal the day and year last above written.

L. B. Lippman, Notary Public.

My commission expires the 12 day of August, 1980

STATE OF \_\_\_\_\_ }  
County } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came \_\_\_\_\_

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_, Notary Public.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Index \_\_\_\_\_ Compared \_\_\_\_\_  
General \_\_\_\_\_ Filed \_\_\_\_\_  
**WARRANTY DEED**  
\_\_\_\_\_  
\_\_\_\_\_  
TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF \_\_\_\_\_ }  
County } ss.  
Entered in Numerical Index and filed for  
record in the office of the Register of Deeds of  
said County, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M., and  
duly recorded in Book \_\_\_\_\_  
of \_\_\_\_\_ Deeds on page \_\_\_\_\_  
Register of Deeds.  
Deputy \_\_\_\_\_

**EXHIBIT B-1**

373 M

151-36182

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CONSORTIUM**

All of Lots 13 thru 21, inclusive, part of Lot 22, the South 30.00 feet of Fenwick Drive, and the included Grandview Avenue, all in Huntington Park Replat, a subdivision located in the SW 1/4 of Section 35, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Lot 15, Huntington Park Replat; thence Easterly, along the Southerly right-of-way line of Huntington Parkway, on a curve to the right with a radius of 565.29 feet, a distance of 113.80 feet, said curve having a long chord which bears S82°34'06"E, a distance of 113.61 feet; thence Northeasterly, along the Southeasterly right-of-way line of Huntington Parkway, on a curve to the left with a radius of 243.60 feet, a distance of 341.81 feet, said curve having a long chord which bears N62°59'56"E, a distance of 314.45 feet to the point of intersection of said Southeasterly right-of-way line of Huntington Parkway and the centerline of Fenwick Drive; thence, along said centerline of Fenwick Drive, on the following described courses; thence S67°11'56"E, a distance of 306.45 feet; thence Northeasterly, on a curve to the left with a radius of 321.24 feet, a distance of 194.78 feet to the point of intersection of said centerline of Fenwick Drive and the Westerly right-of-way line of said Grandview Avenue; thence N78°03'40"E, a distance of 60.00 feet to a point on the Easterly right-of-way line of said Grandview Avenue; thence S11°56'20"E, along said Easterly right-of-way line of Grandview Avenue, a distance of 166.97 feet; thence N78°03'40"E, a distance of 403.02 feet to a point on the East line of said SW 1/4 of Section 35; thence S00°10'50"W, along said East line of the SW 1/4 of Section 35, a distance of 344.02 feet to the point of intersection of said East line of the SW 1/4 of Section 35 and the Northwesterly right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence S22°36'26"W, along said Northwesterly right-of-way line of the Chicago, Rock Island and Pacific Railroad, a distance of 502.75 feet to the Southeasterly corner of said Lot 19, Huntington Park Replat; thence N67°23'34"W, along the Northerly line of Lot 5, Huntington Park, a distance of 1042.89 feet to a point on the East line of Lot 4, Huntington Park; thence N22°08'01"W, along said East line of Lot 4, Huntington Park, a distance of 522.13 feet to the Point of Beginning.

Said tract of land contains an area of 18.448 acres, more or less.

**ELLIOTT AND BLACK**  
Suite 100 8801 BLDG.  
8801 West Center Road  
Omaha, Nebraska 68125

# 7611

8-5-76

**EXHIBIT B-2**

154-1443

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES G. SMITH and NELLIE M. SMITH, husband and wife, herein called the Grantor whether one or more, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration received from Grantee, do hereby grant, bargain, sell, convey and confirm unto GORDON H. MILES and GEORGE RUSSELL, CO-TRUSTEES, herein called the Grantee whether one or more, the following described real property in Omaha, Sarpy County, Nebraska:

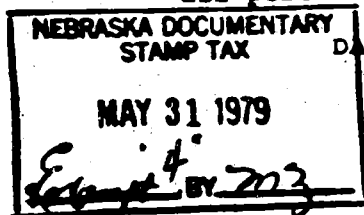
THIS DEED IS TO CORRECT THE DEED GIVEN BY GRANTORS DATED OCTOBER 4, 1978, FILED AT BOOK 154, PAGE 338.

A part of the NW 1/4 of the NW 1/4 of Section 4, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 4, thence S89°46'47"E, (assumed bearing), along the North line of said Section 4, a distance of 65.00 feet to a point on the East right-of-way line of 36th Street; thence S00°25'14"E along said East right-of-way line of 36th Street, a distance of 351.00 feet to the Point of Beginning; thence S89°46'49"E, a distance of 69.00 feet; thence S26°16'05"E, a distance of 82.68 feet; thence S89°46'49"E, a distance of 138.00 feet; thence N00°13'11"E, a distance of 20.00 feet; thence S89°46'49"E, a distance of 59.00 feet; thence S09°03'01"E, a distance of 322.00 feet; thence Westerly on a curve to the right with a radius of 362.00 feet, a distance of 238.69 feet, said curve having a long chord which bears N86°39'49"W a distance of 234.39 feet; thence Westerly on a curve to the left with a radius of 303.00 feet, a distance of 119.78 feet, said curve having a long chord which bears N79°05'44"W, a distance of 119.00 feet to a point on said East right-of-way line of 36th Street; thence N00°25'14"W along said East right-of-way line of 36th Street, a distance of 337.01 feet to the Point of Beginning. Said tract of land contains an area of 2.379 acres, more or less.

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

And the Grantors do hereby covenant with the Grantees and with Grantees' heirs and assigns that Grantors are lawfully seised of said premises; that they are free from encumbrance except mortgage, easements and restrictions of record, that Grantors have good, right and lawful authority to convey the same; that Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.



DATED APRIL 2, 1979.

5-31-79 11:30 A.M. 154-1443-35  
1443 Carl L. Hildebrand  
04576

EXHIBIT C

154-1443A

CHARLES G. SMITH

NELLIE M. SMITH

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Before me, a Notary Public, qualified for said county and state, personally came CHARLES G. SMITH and NELLIE M. SMITH, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on 4/2/79.

[Signature]  
Notary Public

My commission expires: 8/12/80

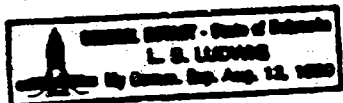


EXHIBIT C-1



274  
154-337

KNOW ALL MEN BY THESE PRESENTS:

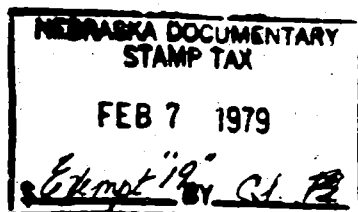
That I or We, Charles G. Smith and Nellie M. Smith, husband and wife, herein called the grantor whether one or more, in consideration of Ten (10) Dollars and other good and valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Gordon H. Miles and George Russell Co-Trustees, herein called the grantee whether one or more, the following described real property in Omaha, Sarpy County, Nebraska:

That property in Sarpy County, Nebraska, described on the Exhibit "A" which is attached hereto and incorporated herein by this reference.

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; that they are free from encumbrance except mortgage, 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 whomsoever.

Dated October 4, 1978.



*Charles G. Smith*  
Charles G. Smith

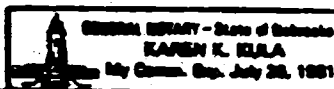
*Nellie M. Smith*  
Nellie M. Smith

STATE OF Nebraska, County of Douglas

Before me, a notary public qualified for said county, personally came Charles G. Smith and Nellie M. Smith 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 October 4, 1978.

*Karen L. Kula* Notary Public  
My commission expires *July 26, 1981*



2-7-79 1:20 p.m. 154 *Seeds*  
338 *Carl L. Hillebrand* 625  
REGISTER OF DEEDS - SARPY COUNTY, NEB.

D

*Rec'd 11172*

154-3374

Part of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 4,  
Township 13 North, Range 13 East of the 6th  
P.M., Sarpy County, Nebraska, more particularly  
described as follows:

Commencing at the Northwest corner of said  
Section 4, thence S00°08'49"W (assumed bearing)  
along the West line of said Section 4, a distance  
of 350.98 feet; thence S89°46'49"E, a distance of  
127.81 feet to the Point of Beginning; thence  
continuing S89°46'49"E, a distance of 9.67 feet;  
thence S26°16'05"E, a distance of 82.68 feet;  
thence S89°46'49"E, a distance of 138.00 feet;  
thence N00°13'11"E, a distance of 20.00 feet;  
thence S89°46'49"E, a distance of 59.00 feet;  
thence S09°03'01"E, a distance of 322.00 feet;  
thence Westerly on a curve to the right with a  
radius of 362.00 feet, a distance of 55.09 feet  
said curve having a long chord which bears  
S78°47'31"W, a distance of 55.04 feet; thence  
N09°03'01"W, a distance of 274.78 feet; thence  
N89°46'49"W, a distance of 117.17 feet; thence  
S00°12'16"W, a distance of 254.53 feet; thence  
Northwesterly, on a curve to the right with a  
radius of 362.00 feet, a distance of 19.99 feet,  
said curve having a long chord which bears  
N69°21'01"W, a distance of 19.98 feet; thence  
Northwesterly on a curve to the left with a radius  
of 303.00 feet, a distance of 63.85 feet, said  
curve having a long chord which bears N73°48'35"W,  
a distance of 63.74 feet; thence N00°12'16"E, a  
distance of 341.51 feet to the Point of Beginning.

EXHIBIT "A"

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