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FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2010-27865

10/12/2010 9:55:26 AM

Cloyd J. Douding

REGISTER OF DEEDS



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Prepared by: Robert J. Luebbert, Attorney At Law, 11440 West Center Road, Suite A; Omaha, NE 68144-4421

**Affidavit Regarding the
 Filing of Settlement Agreement**

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

Affiant, being first duly sworn on oath, states:

1. Affiant is the acting Trustee of the Eldon O. Iverson Family Trust, the sole General Partner of E & M Iverson Family Partnership, Ltd, a Nebraska limited partnership.

2. Attached hereto and fully incorporated herein by this reference is a duplicate, executed, original Settlement Agreement which was entered into by the parties executing the same, effective May 16, 2007 for the following described real estate in Sarpy County, Nebraska ("Settlement Agreement"):

Excluding real estate previously conveyed to (i) Sarpy County, Nebraska under Warranty Deed recorded October 6, 2005, with the Sarpy County Register of Deeds as Instrument 2005-36961 and (ii) the Papio-Missouri River Natural Resources District under Warranty Deed recorded August 16, 2005, with the Sarpy County Register of Deeds as Instrument 2005-29495:

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Twenty

A

eight (28) Township Fourteen (14), Range Twelve East (12E) of the 6th P.M. in Sarpy County, Nebraska; and

Tax Lot Nine A (9A), being all of that Part of Tax Lot Nine (9) lying South of the Papillion Creek, in Section Twenty-One (21), Township Fourteen North (14 N), Range Twelve East (12 E) of the 6th P.M. in Sarpy County, Nebraska; and

A portion of Tax Lot Fourteen (14) located in the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy, County, Nebraska, described as follows:

Commencing at the West. Quarter Corner of Section 27, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, as the point of beginning; thence due East (assumed bearing) along the South line of the Northwest Quarter of said Section 27, a distance of 878.37 ft.; thence North 00 degrees, 49 minutes East 2359.00 ft. to a point in the center of Walnut Creek; (the following Fifteen Courses are along the Centerline of Walnut Creek); thence North 88 degrees, 57 minutes, 39 seconds East 64.45 ft.; thence South 59 degrees, 50 minutes, 35 seconds East 180.99 ft.; thence North 64 degrees, 04 minutes, 37 seconds East 83.58 ft.; thence North 33 degrees, 05 minutes, 14 seconds East 73.65 ft.; thence North 76 degrees, 23 minutes, 55 seconds East 123.82 ft.; thence South 24 degrees, 38 minutes, 43 seconds East 105.43 ft.; thence South 20 degrees, 00 minutes, 02 seconds West 44.99 ft.; thence South 67 degrees, 29 minutes, 25 seconds East 85.04 ft.; thence North 60 degrees, 17 minutes, 09 seconds East 64.81 ft.; thence North 03 degrees, 31 minutes, 18 seconds West 64.71 ft.; thence North 24 degrees, 06 minutes, 35 seconds West 80.64 ft.; thence North 61 degrees, 23 minutes, 54 seconds West 68.47 ft.; thence North 08 degrees, 37 minutes, 11 seconds East 70.16 ft.; thence North 06 degrees, 58 minutes, 19 seconds East 59.33 ft.; thence North 06 degrees, 36 minutes, 39 seconds West 75.38 ft. to a point in the center of Papillion Creek; thence North 81 degrees, 08 minutes, 04 seconds West 69.06 ft. to a point on the North line of the Northwest Quarter of said Section 27, thence North 89 degrees, 37 minutes West to the Northwest Corner of said Section 27 a distance of 1708.88 ft.; thence Southerly along the West line of the Northwest Quarter of said Section 27 to the West Quarter Corner of said Section

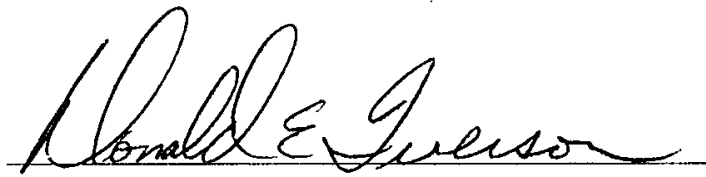
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27, the point of beginning, subject to a county road right of way over and across the South thirty-three (33) feet of the above described property, and subject to easements and restrictions of record; and

All land in Tax Lot 1A, lying South of the Papillion Creek, in Section Twenty-Two (22), Township Fourteen North (14 N), Range Twelve East (12E) of the 6th P.M. in Sarpy County, Nebraska (collectively the "Farm").

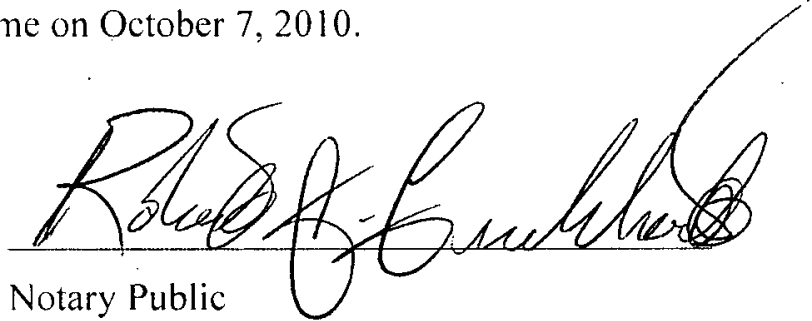
3. As allowed by Section 13.5 of the Settlement Agreement, the Settlement Agreement is hereby submitted for recording with the Sarpy County Register of Deeds, as an attachment hereto.

Further affiant sayeth not.



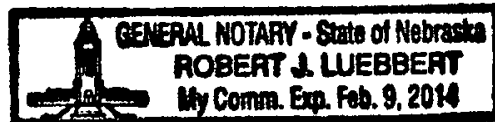
Affiant

SUBSCRIBED and sworn to before me on October 7, 2010.



Notary Public

Please Return To:
Robert J. Luebbert, Attorney At Law
11440 West Center Road; Suite A
Omaha, NE 68144-4421



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IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)	NO. PR06-237
)	
)	SETTLEMENT
)	AGREEMENT
)	
MARIE ELIZABETH IVERSON,)	
Deceased.)	

PARTIES:

SETTLEMENT AGREEMENT ("Agreement") entered into effective May 16, 2007, is made by and between E & M IVERSON FAMILY PARTNERSHIP, LTD., a Nebraska limited partnership, its successors and assigns ("Partnership"); DONALD E. IVERSON, Successor Trustee of the Eldon O. Iverson Family Trust, his/its successors and assigns, under Second Restated Trust Agreement dated February 10, 2004 ("Eldon Family Trust"); JAMES E. IVERSON, Trustee of the Eldon O. Iverson Irrevocable Trust No. 1 For The Benefit Of The Eldon O. Iverson Family dated May 28, 1996, his/its successors and assigns ("Eldon Insurance Trust"); DONALD E. IVERSON, Successor Trustee of the Marie E. Iverson Revocable Trust under Second Restated Trust Agreement dated February 10, 2004, his/its successors and assigns, ("Marie Revocable Trust"); DONALD E. IVERSON, Trustee of the Marie E. Iverson Irrevocable Trust For The Benefit Of The Marie E. Iverson Family No. 2, dated January 31, 2006, his/its successors and assigns, ("Marie's Family Trust"); DONALD E. IVERSON, Personal Representative of the Estate of Marie Elizabeth Iverson, his/its successors and assigns ("Marie's Estate"); ROBERT E. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed trust (hereinafter collectively the "Trusts"); JAMES E. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed Trust; DONALD E. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed Trust; LAWRENCE J. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed Trust; RICHARD A. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed Trust; KENNETH J. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed Trust ("Ken"); and DENNIS L. IVERSON, his heirs, personal representative, successors and assigns, both as a Partner of the Partnership and Beneficiary of each listed Trust. As used herein, each of the listed partners of the Partnership and beneficiaries of the Trusts, his/her heirs, personal

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representatives, successors and assigns shall be referred to collectively as the beneficiary(ies) of the Trusts ("Beneficiary(ies)").

RECITALS:

This Agreement is made with reference to the following facts and circumstances:

A. Eldon O. Iverson is deceased as of February 3, 2005 ("Eldon"). Marie E. Iverson is deceased as of August 7, 2006 ("Marie"). The individual Partners of the Partnership and the individual Beneficiaries of the various Trusts are the children of Eldon and Marie ("Children").

B. The Partnership owns real estate located in Sarpy County, Nebraska more completely described on Exhibit "A" which is attached hereto and fully incorporated herein by this reference (hereinafter referred to as the "Farm"). Because of the inter-related estate planning of Eldon and Marie during their respective lifetimes, many of the Trusts and Beneficiaries, are now or may in the future be partners of the Partnership (collectively the "Partner(s)").

C. Because of the potential for future sale, exchange or development, the Farm is the single most valuable asset now owned by the Partnership. The Partnership expects that the Farm will eventually be sold for development at amounts substantially greater than the current estimated value of the Farm.

D. There is a residence structure on the Farm ("Residence"). Because Eldon, Marie and the Beneficiaries, and each of them, lived on the Farm for many years and stored items of tangible personal property there for many of those years, it would now be nearly impossible to definitively state who owns many items of tangible personal property presently stored there, outside of the Residence located on the Farm ("Personal Property"). Much of the Personal Property stored outside of the Residence located on the Farm is old equipment.

E. On or about January 19, 2007, Ken filed a Statement of Claim in Marie's Estate probate proceeding, in the County Court of Sarpy County, Nebraska at PR06 - 237 ("Ken's Claim"). In Ken's Claim, Ken alleged that he was entitled to: damages of \$107,000 from Marie's Estate for unspecified reason(s) and an irrevocable license to use an outbuilding located on the Farm. The outbuilding described in Ken's Claim is a blue farm building, located immediately to the south of the Residence with approximate dimensions of 48 feet by 96 feet ("Blue Building").

F. With the help of Ken, in 1980 and 1981, Eldon constructed the Blue Building. Since its construction, the Blue Building has been used by Eldon, Ken and each of the Children as a common asset of the Iverson family, with the permission of Eldon, Marie, the various Trusts and/or the Partnership. However gradually over time, Ken increasingly used the Blue Building to such an extent, that the Blue Building is now almost exclusively, used by Ken for his business and personal storage uses. Most but not all of the Personal Property stored in the Blue Building is owned by Ken.

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G. Because of the legal issues raised in Ken's Claim and the need to resolve those issues long before any potential sale of the Farm could be considered, the Partnership had considered, approved and prepared to file a Complaint against Ken in the District Court of Sarpy County, Nebraska for (i) forcible entry and detainer and (ii) seeking to quiet title to Partnership's title, lien and interest in the Farm ("Contemplated Lawsuit").

H. In preparation for the execution of this Agreement, the Partnership has emptied the machine shed located northwest of the Residence ("Machine Shed") for the storage of personal property owned by Ken. The Partnership is also prepared to set aside an area of generally open ground located directly to the east of the Machine Shed for the additional storage of personal property owned by Ken ("Open Storage Area"). The Open Storage Area shall be generally described as beginning at the southeast corner of the Machine Shed and continuing east a distance of One Hundred feet (100') then continuing north approximately One Hundred Eighteen feet (118') to an old fence line immediately before a stand of trees, thence continuing along the old fence line in a southwesterly direction to a Y shaped tree located north of the east wall of the Machine Shed, approximately One Hundred feet (100') from the point of beginning. The Partnership is also willing to allow Ken to store his grain, but only his grain ("Ken's Grain"), in its metal grain bins located to the northeast of the Open Storage Area ("Metal Grain Bins").

I. As part of the previous condemnation of land for the construction of 96th Street through the Farm, Sarpy County, Nebraska ("Sarpy County") is obligated to construct a new raised driveway on the farm to facilitate ingress and egress to the Farm and to facilitate drainage along the driveway. However in order to enable Sarpy County's contractor's to complete its work on the driveway, equipment and junk located to the East of the Blue Building must be immediately removed from the construction area, as specified by the Sarpy County's contractor.

J. The Partnership intends to convert land presently used for storage of Personal Property to active agricultural purposes; and in future growing seasons, intends to lease such land to tenant(s), as tillable farm land. In order to complete the orderly conversion of this additional land to production, the removal of Personal Property from the Farm and/or the movement of such Personal Property to agreed areas for storage must be completed at different times during 2007, but in no event later than October 31, 2007.

K. The Partnership, Marie's Estate, the Partners of the Partnership, the Trusts and the Beneficiaries, and each of them, agree that it is in the best interests of all parties hereto, to resolve all issues raised by Ken's Claim and the Contemplated Lawsuit with respect to the Farm; and to further reach an agreement with regard to the Personal Property located outside of the Residence on the Farm.

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AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Partnership, the Marie's Estate, the Trusts, the Partners and Beneficiaries, and each of them, as follows:

SECTION 1. PARTNERSHIP'S REAL ESTATE.

The Partnership owns all right, title, lien, and interest in the Farm. The Partnership possesses the Farm. The Partnership owns all buildings and structures located on and physically attached to the Farm, including but not limited to: the Residence, the Blue Building and the Machine Shed. The Partnership possesses and has the right to possess all buildings and structures located on and physically attached to the Farm. Except for the Partnership, none of the parties hereto, or any of them, own and/or possess any right, title, lien, and interest in the Farm and buildings and structures located on and physically attached to the Farm. To the extent that any of the parties hereto have ever claimed or may claim any right, title, lien, and interest in the Farm and/or buildings and structures located on and physically attached to the Farm, all parties hereto and each of them, hereby and forever relinquish and waive any and all such claims.

SECTION 2. IDENTIFICATION, OWNERSHIP & RENUNCIATION OF CLAIM TO PERSONAL PROPERTY.

The Partnership, Estate, Trusts, Partners and the Beneficiaries, and each of them, agree that the Personal Property located on the Farm is owned, as stated below. (i) Any and all Personal Property located in the Residence is and shall be deemed to be owned by Marie Revocable Trust ("Marie's Personal Property"). (ii) Ken owns: (a) all Personal Property listed on Exhibit "C", attached hereto and fully incorporated herein by this reference and (b) except for the Personal Property claimed by Eldon Family Trust on Exhibit "B", attached hereto and fully incorporated herein by this reference, any and all Personal Property otherwise located in the Blue Building shall be deemed to be presumptively owned by Ken ("Ken's Personal Property"). (iii) The Eldon Family Trust owns all Personal Property listed on Exhibit "B" ("Eldon's Personal Property"); (iv) effective September 1, 2007, regardless of ownership prior to such time, any and all Personal Property stored or located outside of the Residence, the Blue Building the Machine Shed, and/or the Open Storage Area, shall be presumptively owned by the Partnership and if such property was previously owned by another party hereto shall be deemed to be Personal Property abandoned and conveyed to the Partnership ("Abandoned Personal Property"); and all Abandoned Personal Property shall thenceforth be owned by the Partnership ("Partnership's Personal Property").

2.1 Upon execution of this Agreement, all parties hereto, and each of them, except for Marie Revocable Trust, forever and completely waive any and all right, title, lien and interest in Marie's Personal Property; and hereby convey any and all right, title, lien and interest in Marie's Personal Property to Marie Revocable Trust.

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2.2 Upon execution of this Agreement, all parties hereto, and each of them, except for Ken, forever and completely waive any and all right, title, lien and interest in Ken's Personal Property; and hereby convey any and all right, title, lien and interest in Ken's Personal Property to Ken.

2.3 Upon execution of this Agreement, all parties hereto, and each of them, except for Eldon Family Trust, forever and completely waive any and all right, title, lien and interest in Eldon's Personal Property; and hereby convey any and all right, title, lien and interest in Eldon's Personal Property to Eldon Family Trust.

2.4 Ken's Personal Property is presently stored outside in several different areas on the Farm. The first general area where Ken's Personal Property is stored is an area known by the Partners as the old pasture area ("Old Pasture Area"). The Old Pasture Area is located immediately west of the Machine Shed and encompasses all untilled land on the Farm located west of the Machine Shed, including the land under which the vacant mobile home now sits. The second general exterior area where Ken's Personal Property is stored is located immediately around and outside the Blue Building, extending thirty feet out from the exterior walls of the Blue Building, north, south, east and west ("Blue Building Area"). The third general area where Ken's Personal Property is stored is located immediately north of a tree line, south of which, the Residence and most other building structures on the Farm are presently located ("North Tree Line Area"). The Metal Grain Bins are located in the North Tree Line Area.

2.4.1 Effective September 1, 2007, all Personal Property stored or physically located within the Old Pasture Area shall be deemed to be Abandoned Personal Property Personal Property; and effective such date, all parties hereto, and each of them, except for the Partnership, forever and completely waive any and all right, title, lien and interest in such Abandoned Personal Property; and effective such date, all parties hereto, and each of them, except for the Partnership, hereby convey any and all right, title, lien and interest in Abandoned Personal Property to the Partnership. Effective September 1, 2007, all Abandoned Personal Property stored or physically located within the Old Pasture Area shall be known as Partnership's Personal Property.

2.4.2 Effective October 1, 2007, all Personal Property stored or physically located within the Blue Building Area shall be deemed to be Abandoned Personal Property Personal Property; and effective such date, all parties hereto, and each of them, except for the Partnership, forever and completely waive any and all right, title, lien and interest in such Abandoned Personal Property; and effective such date, all parties hereto, and each of them, except for the Partnership, hereby convey any and all right, title, lien and interest in Abandoned Personal Property to the Partnership. Effective October 1, 2007, all Abandoned Personal Property stored or physically located within the Blue Building Area shall be known as Partnership's Personal Property.

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2.4.3 Notwithstanding Section 2.4.4, Ken's Grain stored in the Metal Grain Bins shall not be required to be moved from the North Tree Line Area and during the term of the lease hereunder, Ken's Grain stored in the Metal Grain Bins shall not be Abandoned Personal Property.

2.4.4 Effective November 1, 2007, any and all Personal Property stored or physically located outside of the Residence, the Blue Building, the Machine Shed and/or Open Storage Area, including all Ken's Personal Property then stored in the North Tree Line Area (but excluding Ken's Grain stored in the Metal Grain Bins), shall be deemed to be Abandoned Personal Property; and effective such date, all parties hereto, and each of them, except for the Partnership, forever and completely waive any and all right, title, lien and interest in such Abandoned Personal Property; and effective such date, all parties hereto, and each of them, except for the Partnership, hereby convey any and all right, title, lien and interest in Abandoned Personal Property to the Partnership. Effective November 1, 2007, all Abandoned Personal Property shall be known as Partnership's Personal Property.

SECTION 3. MARIE'S PERSONAL PROPERTY.

Without any interference from any of the parties hereto, Marie Revocable Trust shall be free to take any and all action, which it deems to be appropriate with regard to the administration, sale and/or disposition of Marie's Personal Property. The parties hereto, and each of them, agree that any party hereto who in any way seeks to interfere or actually interferes with the administration, sale, and/or disposition of the Marie's Personal Property by the Marie Revocable Trust may be immediately enjoined from doing so.

SECTION 4. ELDON'S PERSONAL PROPERTY.

Without any interference from any of the parties hereto, Eldon Family Trust shall be free to take any and all action, which it deems to be appropriate with regard to the administration, sale and/or disposition of Eldon's Personal Property. The parties hereto, and each of them, agree that any party hereto who in any way seeks to interfere or actually interferes with the administration, sale, and/or disposition of the Eldon's Personal Property by the Eldon Family Trust may be immediately enjoined from doing so.

SECTION 5. PARTNERSHIP'S PERSONAL PROPERTY.

Without any interference from any of the parties hereto, the Partnership shall be free to take any and all action, which it deems to be appropriate with regard to the administration, sale, destruction, disposal and/or disposition of the Partnership's Personal Property. The parties

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hereto, and each of them, agree that any party hereto who in any way seeks to interfere or actually interferes with the administration, sale, destruction, disposal and/or disposition of the Partnership's Personal Property by the Partnership may be immediately enjoined from doing so.

SECTION 6. KEN'S LEASE OF THE BLUE BUILDING, MACHINE SHED, OPEN STORAGE AREA AND METAL GRAIN BINS.

Subject to the provisions hereof, for so long as the Partnership shall own the Farm, the Partnership hereby leases the Blue Building, Machine Shed, Open Storage Area and Metal Grain Bins to Ken ("Blue Building Lease").

6.1 The term of the Blue Building Lease shall begin with the effective date hereof through a date which is the earlier of Seven (7) days before the closing of any sale of: (i) the entire Farm or (ii) if less than the entire Farm should be sold, the real estate to which the Blue Building, Machine Shed, Open Storage Area, or Metal Grain Bins is attached or located.

6.2 The terms of this Agreement being substantial consideration, during the term of the Blue Building Lease, Ken shall not pay the Partnership any further rent for use of the Blue Building Machine Shed, Open Storage Area and/or Metal Grain Bins.

6.3 Subject to all local, state and federal laws, ordinances governing the use of the Blue Building and the Farm, Ken shall be free to use the Blue Building, as he has historically used the Blue Building. Subject to all local, state and federal laws, ordinances governing the use of the Machine Shed, Open Storage Area and the Farm, Ken shall be free to use the Machine Shed and Open Storage Area only to store listed items of Ken's Personal Property. In no event may items of personal property not otherwise listed herein on Exhibit "C" as Ken's Personal Property, be stored in Machine Shed and/or Open Storage Area. Subject to all local, state and federal laws, ordinances governing the use of the Metal Grain Bins and the Farm, Ken shall be free to use the Metal Grain Bins only to store Ken's Grain. Notwithstanding any other provision in this Settlement Agreement under no circumstances may Ken bring any other additional personal property on the Farm; and if Ken should violate this provision, then such additional personal property shall be: (i) immediately deemed to be Abandoned Personal Property and (ii) conveyed to and owned by the Partnership.

6.4 During the term of the Blue Building Lease, Ken shall pay all utilities associated with his use of the Blue Building, Machine Shed, Open Storage Area and/or Metal Grain Bins.

6.5 During the term of the Blue Building Lease, the Partnership shall continue to pay all real estate taxes associated with the Blue Building, Machine Shed and Open Storage Area and the Farm; and if any personal property taxes should ever levied upon the Blue

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Building and/or Machine Shed, the Partnership shall pay the personal property taxes associated with the same.

6.6 During the term of the Blue Building Lease, the locks to the Blue Building shall not be changed without the prior consent of the Partnership. At all times during the term of the Blue Building Lease, Ken shall have a key to the Blue Building and the Partnership shall have a key to the Blue Building, but no other party hereto shall have a key to the Blue Building. Only with prior notice to Ken, may the Partnership, on its own behalf or on behalf of any other party hereto, gain access to the Blue Building.

6.7 Ken shall indemnify and hold the Partnership harmless for any and all injury to person or damage to property, caused by any act or omission of Ken, any condition of the Blue Building, Machine Shed, Open Storage Area and Metal Grain Bins and/or any occurrence at the Blue Building, Machine Shed, Open Storage Area and Metal Grain Bins. At his sole expense, at all times during the term of the Blue Building Lease, Ken shall procure and maintain policies of insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) insuring Partnership, and Ken, and each of them, from all claims, demands or actions for personal injury and property damage made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Blue Building, Machine Shed, Open Storage Area and Metal Grain Bins.

6.8 At the termination of the Blue Building Lease, Ken shall remove all of Ken's Personal Property and Ken's Grain from the Blue Building, Machine Shed, Open Storage Area and Metal Grain Bins.

6.9 During the term of the Blue Building Lease, Ken shall have such ingress and egress to the Blue Building, as he has historically had; and Ken shall be free to use already existing private drives accessing the Farm, for such purpose. During the term of the Blue Building Lease, Ken shall have such ingress and egress to the Machine Shed and Open Storage Area, in order to transport items of Ken's Personal Property to such locations or to take such items off of the Farm; and Ken shall be free to use such already existing private drives accessing the Farm for such purposes. During the term of the Blue Building Lease, Ken shall have such ingress and egress to the Metal Grain Bins, in order to transport Ken's Grain to and from such Metal Grain Bins; and Ken shall be free to use such already existing private drives accessing the Farm for such purposes. Following the placement of Ken's Personal Property in Blue Building, Machine Shed and/or Open Storage Area and placement of Ken's Grain in the Metal Grain Bins, without prior consent of the Partnership, Ken shall not be permitted access to any other area of the Farm.

SECTION 7. KEN'S PERSONAL PROPERTY.

During the Blue Building Lease, Ken may store Ken's Personal Property in the Blue Building, in the Machine Shed and within the Open Storage Area. During the Blue Building Lease, Ken may additionally store Ken's Grain in the Metal Grain Bins. Seven (7) days before the earlier

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of the closing of any sale of: (i) the entire Farm or (ii) if less than the entire Farm should be sold, if such sale shall involve the real estate to which the Blue Building is attached, Ken shall entirely remove Ken's Personal Property, including Ken's Grain, from the Blue Building, Machine Shed, the Open Storage Area, Metal Grain Bins and the Farm. In the event that Ken's Personal Property, including Ken's Grain, is not removed from the Blue Building, Machine Shed, the Open Storage Area, Metal Grain Bins and the Farm prior to the requisite seven day pre-closing period, Ken shall be deemed to have abandoned and conveyed any and all remaining items of Ken's Personal Property and Ken's Grain to the Partnership and such property shall be deemed to be Abandoned Personal Property. To the extent that Ken abandons and conveys any of Ken's Personal Property to the Partnership, the Partnership shall henceforth then be free to sell, dispose, destroy and/or remove such additional Abandoned Personal Property from the Blue Building, Machine Shed, the Open Storage Area, Metal Grain Bins and/or Farm. To the extent that the Partnership incurs any expense in the sale, disposal, destruction and/or removal of Abandoned Personal Property from the Blue Building Machine Shed, the Open Storage Area, Metal Grain Bins and/or Farm, following the termination of the Blue Building Lease, the Partnership shall allocate the reasonable expenses incurred with respect to the sale, disposal, destruction, and/or removal Ken personally, and shall be authorized to deduct the reasonable expenses associated with those actions from any and all Partnership distributions to Ken. The Partnership extends use of the Machine Shed, the Open Storage Area and Metal Grain Bins to Ken as an accommodation to Ken. Neither the Machine Shed, the Open Storage Area nor the Metal Grain Bins are secured areas. Any and all of Ken's Personal Property, including Ken's Grain, stored in the Machine Shed, the Open Storage Area and the Metal Grain Bins are stored entirely at risk to Ken; and unless one of the parties hereto intentionally destroys or damages any of Ken's Personal Property, including Ken's Grain, Ken agrees to indemnify the Partnership and all other parties from any and all such damages to Ken's Personal Property and/or Ken's Grain. If Ken desires to insure Ken's Personal Property, including Ken's Grain, he is free to do so and the Partnership agrees to cooperate with any insurer chosen by Ken to obtain insurance for the same. The parties hereto, and each of them, agree that any party hereto who in any way seeks to interfere or actually interferes with the administration, sale, destruction, disposal and/or disposition of the Ken's Personal Property, including Ken's Grain, which has not been otherwise abandoned by the Ken may be immediately enjoined from doing so.

SECTION 8. CLEAN UP OF FARM & REMOVAL OF PERSONAL PROPERTY FROM THE FARM.

All parties hereto, and each of them, acknowledge that the Partnership intends to remove from the Farm, all Partnership Personal Property. The Partnership considers the following Personal Property to present a nuisance to the Farm and the Partnership: (i) any and all containers of any type, size or shape, which hold any liquid and are stored or sitting on open ground within the Farm, (ii) all tires which are unaffixed to the wheels of motor vehicles or other farm equipment and are not stored within the Blue Building and/or Machine Shed by June 15, 2007, and (iii) all batteries which are not connected to functioning motor vehicles or other farm equipment ("Nuisance Personal Property"). Except with regard to unaffixed tires stored in the Blue Building and/or Machine Shed by June 15, 2007, Ken shall have until June 15, 2007 to

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remove all Nuisance Personal Property from the Farm. Effective June 16, 2007, all Nuisance Personal Property may be removed from the Farm and disposed of by any of the parties hereto, without any liability to the owner thereof for doing so. Effective May 25, 2007, all parties hereto are hereby authorized to move all Personal Property located in the Blue Building Area lying east of the Blue Building to a different pre-arranged location on the Farm; and the owner(s) of all such Personal Property hold harmless all parties hereto from any and all damage to the Personal Property moved from such area. All parties hereto and each of them, acknowledge that effective September 1, 2007, the Partnership intends to remove from the Old Pasture Area all Abandoned Personal Property. All parties hereto and each of them, acknowledge that effective October 1, 2007, the Partnership intends to remove from the Blue Building Area all Abandoned Personal Property. All parties hereto and each of them, acknowledge that effective November 1, 2007, excluding Ken's Grain stored in the Metal Grain Bins, the Partnership additionally intends to remove from the Farm all Abandoned Personal Property then stored or located outside of the Residence, the Blue Building, the Machine Shed and/or the Open Storage Area. The Partnership is hereby authorized to take any and all action it deems appropriate with regard to the clean up of the Farm, including but not limited to the sale, destruction, disposal, disposition of and/or removal from the Farm of all Abandoned Personal Property stored or located outside of the Residence, the Blue Building, the Machine Shed and/or the Open Storage Area. The parties hereto, and each of them, agree that any party hereto who in any way seeks to interfere or actually interferes with the clean up of the Farm and removal of all Partnership Personal Property or Abandoned Personal Property stored or located outside of the Residence, the Blue Building and the Machine Shed from the Farm, may be immediately enjoined from doing so.

SECTION 9. POTENTIAL DAMAGE TO PERSONAL PROPERTY.

Acknowledging that much of the Personal Property presently stored on the Farm is old and of potentially limited or diminished use or value, it is possible that the movement of such Personal Property to the Blue Building, Machine Shed and/or Open Storage Area, could damage or destroy such Personal Property. It is in the best interests of the parties hereto to extend help to one another in the movement of Personal Property to pre-arranged storage areas on the Farm, by the specified deadline. All parties hereto, and each of them, agree that without prior consent of the owning party of such Personal Property, that they shall not touch, move, dispose or do anything to the Personal Property of any other party hereto. With prior consent but only with prior consent, may any party hereto help any other party touch, move, dispose or do anything to the Personal Property of any other party hereto. As consideration for help, any party who consents to allow any other party hereto to touch, move, dispose or do anything to the Personal Property of such consenting party, shall also hold harmless such helping party from any and all damage to the Personal Property of the consenting party. Wherever possible and practical, the parties hereto agree to try to document all such consent in writing.

M

SECTION 10. KEN SHALL EXECUTE A QUIT CLAIM DEED FOR THE FARM TO THE PARTNERSHIP.

Upon execution hereof, Ken shall contemporaneously execute and deliver a Quit Claim Deed for the entire Farm to the Partnership. The Quit Claim Deed shall be in such form, as indicated by Exhibit "D", which is attached hereto and fully incorporated herein by this reference.

SECTION 11. KEN SHALL WITHDRAW KEN'S CLAIM FROM THE PROBATE PROCEEDING FOR MARIE'S ESTATE.

Upon execution hereof, Ken shall contemporaneously execute and deliver to Marie's Estate a Withdrawal of Ken's Claim, which shall be filed by Marie's Estate in the Probate Proceeding. The Withdrawal of Claim shall be in such form, as indicated by Exhibit "E", which is attached hereto and fully incorporated herein by this reference.

SECTION 12. MUTUAL WAIVERS & RELEASES.

All parties hereto, and each of them, hereby forever and completely release and hold harmless all parties hereto, their agents, representatives, and each of them, from any and all damages, liability and/or claim(s) of damages or liability resulting from or related to the Farm, the Blue Building, Ken's Claim, the Contemplated Lawsuit, the Personal Property or any other present or past fact or occurrence related to anything. In the event a probate proceeding should be instituted for Eldon's estate, all parties hereto, and each of them, forever and completely waives his/its/their right to file any and all claims in such probate proceeding.

SECTION 13. MISCELLANEOUS.

13.1 Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska.

13.2 Recitals. All of the Recitals are incorporated with and made a part of this Agreement.

13.3 Attorney Review. All parties hereto have either reviewed this Agreement with their separate attorney or waived their right to have their separate attorney review this Agreement.

13.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Trustee(s), the Beneficiary(ies), the Partnership, the Partners of the Partnership, Marie's Estate and the heirs, personal representatives, conservators, successors and assigns, of all of the same and each of them.

N

13.5 Filing and Recording of the Settlement Agreement. This Settlement Agreement shall be filed in the probate proceeding for Marie's Estate. In the sole discretion of the Partnership, this Settlement Agreement may also be recorded with the Sarpy County Register Deeds with regard to the Farm.

13.6 Effective Date. Acknowledging that this Settlement Agreement may be executed by different parties, at different times, this Settlement Agreement shall be binding upon the parties hereto and each of them, as of the recited effective date hereof, but only if and only after, all parties hereto, and each of them, have executed this Settlement Agreement; and no party hereto shall have any right or obligation hereunder, until all parties hereto shall have executed this Settlement Agreement.

IN WITNESS WHEREOF, the Partnership, Marie's Estate, the Trusts, the Partners and Beneficiaries, and each of them, have executed this Agreement, in triplicate originals, and do hereby acknowledge receipt and delivery of an executed original hereof.

E & M IVERSON FAMILY PARTNERSHIP, LTD.,
a Nebraska limited partnership,

MARIE E. IVERSON IRREVOCABLE
TRUST FOR THE BENEFIT OF THE
MARIE E. IVERSON FAMILY NO. 2,
General Partner


DONALD E. IVERSON, Trustee

ELDON O. IVERSON FAMILY TRUST, General
Partner


DONALD E. IVERSON, Trustee

MARIE E. IVERSON IRREVOCABLE
TRUST FOR THE BENEFIT OF THE
MARIE E. IVERSON FAMILY NO. 2


DONALD E. IVERSON, Trustee

ELDON O. IVERSON FAMILY TRUST


DONALD E. IVERSON, Trustee

ELDON O. IVERSON IRREVOCABLE
TRUST FOR THE BENEFIT OF THE
ELDON O. IVERSON FAMILY NO. 1


JAMES E. IVERSON, Trustee

MARIE E. IVERSON REVOCABLE TRUST


DONALD E. IVERSON, Trustee

ESTATE OF MARIE ELIZABETH
IVERSON

0

Donald E. Iverson
DONALD E. IVERSON, Personal
Representative

Robert E. Iverson
ROBERT E. IVERSON

James E. Iverson
JAMES E. IVERSON

Donald E. Iverson
DONALD E. IVERSON

Lawrence J. Iverson
LAWRENCE J. IVERSON

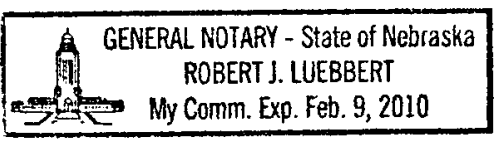
Richard A. Iverson
RICHARD A. IVERSON

Kenneth J. Iverson
KENNETH J. IVERSON

Dennis L. Iverson
DENNIS L. IVERSON

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing Settlement Agreement was executed before me by DONALD E. IVERSON, Successor Trustee of the Eldon O. Iverson Family Trust, his successors and assigns, under Second Restated Trust Agreement dated February 10, 2004, General Partner of E & M IVERSON FAMILY PARTNERSHIP, LTD., a Nebraska limited partnership, its successors and assigns, on the 18th day of May, 2007.

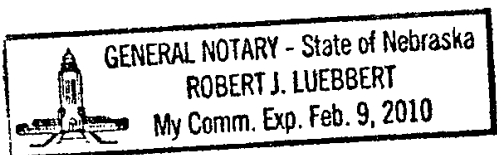


Robert J. Luebbert
Notary Public

P

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

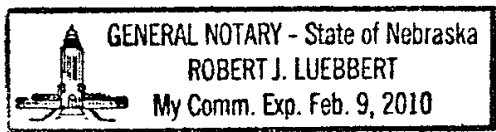
The foregoing Settlement Agreement was executed before me by DONALD E. IVERSON, Trustee of the Marie E. Iverson Irrevocable Trust For The Benefit Of The Marie E. Iverson Family No. 2, his successors and assigns, under Irrevocable Trust Agreement dated January 31, 2006, General Partner of E & M IVERSON FAMILY PARTNERSHIP, LTD., a Nebraska limited partnership, its successors and assigns, on the 18th day of May, 2007.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

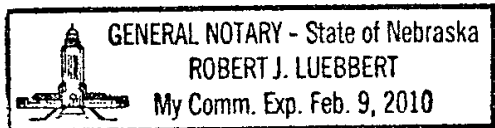
The foregoing Settlement Agreement was executed before me by DONALD E. IVERSON, Trustee of the Marie E. Iverson Irrevocable Trust For The Benefit Of The Marie E. Iverson Family No. 2, his successors and assigns, under Irrevocable Trust Agreement dated January 31, 2006, on the 18th day of May, 2007.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing Settlement Agreement was executed before me by DONALD E. IVERSON, Successor Trustee of the Eldon O. Iverson Family Trust, his successors and assigns, under Second Restated Trust Agreement dated February 10, 2004, on the 18th day of May, 2007.

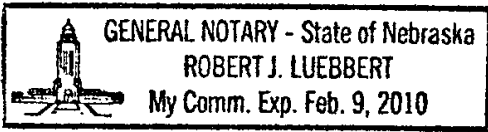


Robert J. Luebbert
Notary Public

Q

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

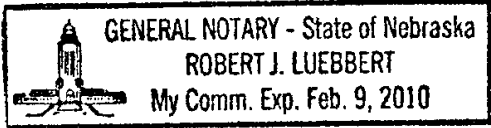
The foregoing Settlement Agreement was executed before me by JAMES E. IVERSON, Trustee of the Eldon O. Iverson Irrevocable Trust No. 1 For The Benefit Of The Eldon O. Iverson Family dated May 28, 1996, his/its successors and assigns, on the 18th day of May, 2007.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

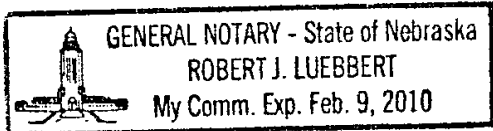
The foregoing Settlement Agreement was executed before me by DONALD E. IVERSON, Successor Trustee of the Marie E. Iverson Revocable Trust, his/its successors and assigns, under Second Restated Trust Agreement dated February 10, 2004, on the 18th day of May, 2007.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing Settlement Agreement was executed before me by DONALD E. IVERSON, Personal Representative of the Estate of Marie Elizabeth Iverson, his/its successors and assigns, under Second Restated Trust Agreement dated February 10, 2004, on the 18th day of May, 2007.

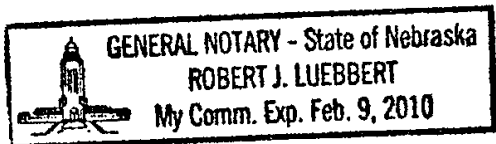


Robert J. Luebbert
Notary Public

R

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

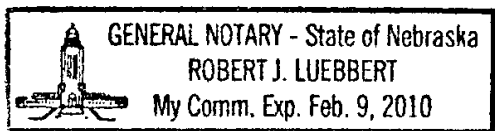
The foregoing Settlement Agreement was executed by ROBERT E. IVERSON, his heirs, personal representatives, successors and assigns, on the 18th day of May, 2007 and he acknowledges the same as his personal act and deed.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

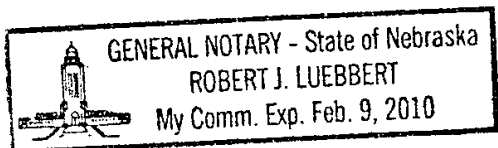
The foregoing Settlement Agreement was executed by JAMES E. IVERSON, his heirs, personal representatives, successors and assigns, on the 18th day of May, 2007 and he acknowledges the same as his personal act and deed.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing Settlement Agreement was executed by DONALD E. IVERSON, his heirs, personal representatives, successors and assigns, on the 18th day of May, 2007 and he acknowledges the same as his personal act and deed.

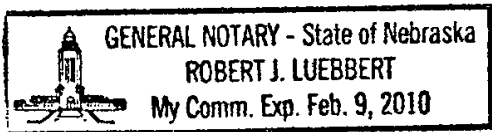


Robert J. Luebbert
Notary Public

S

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

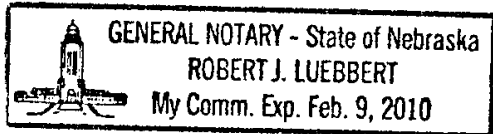
The foregoing Settlement Agreement was executed by LAWRENCE J. IVERSON, his heirs, personal representatives, successors and assigns, on the 19th day of May, 2007 and he acknowledges the same as his personal act and deed.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

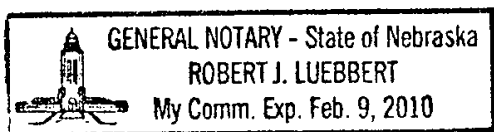
The foregoing Settlement Agreement was executed by RICHARD A. IVERSON, his heirs, personal representatives, successors and assigns, on the 19th day of May, 2007 and he acknowledges the same as his personal act and deed.



Robert J. Luebbert
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing Settlement Agreement was executed by KENNETH J. IVERSON, his heirs, personal representatives, successors and assigns, on the 19th day of May, 2007 and he acknowledges the same as his personal act and deed.

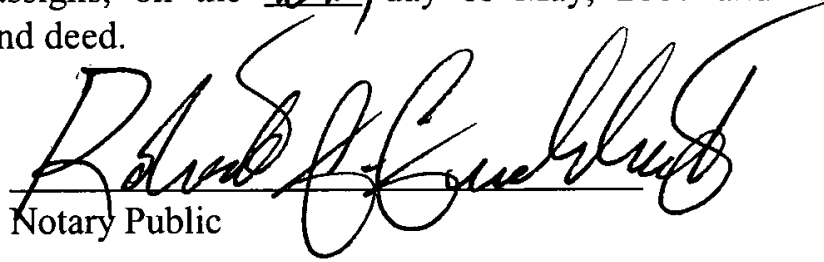


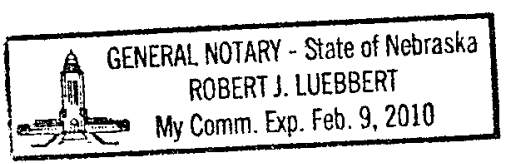
Robert J. Luebbert
Notary Public

T

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing Settlement Agreement was executed by DENNIS L. IVERSON, his heirs, personal representatives, successors and assigns, on the 10th day of May, 2007 and he acknowledges the same as his personal act and deed.


Notary Public



4

Exhibit "A"

Excluding real estate previously conveyed to (i) Sarpy County, Nebraska under Warranty Deed recorded October 6, 2005, with the Sarpy County Register of Deeds as Instrument 2005-36961 and (ii) the Papio-Missouri River Natural Resources District under Warranty Deed recorded August 16, 2005, with the Sarpy County Register of Deeds as Instrument 2005-29495:

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Twenty eight (28) Township Fourteen (14), Range Twelve East (12E) of the 6th P.M. in Sarpy County, Nebraska; and

Tax Lot Nine A (9A), being all of that Part of Tax Lot Nine (9) lying South of the Papillion Creek, in Section Twenty-One (21), Township Fourteen North (14 N), Range Twelve East (12 E) of the 6th P.M. in Sarpy County, Nebraska; and

A portion of Tax Lot Fourteen (14) located in the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy, County, Nebraska, described as follows:

Commencing at the West. Quarter Corner of Section 27, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, as the point of beginning; thence due East (assumed bearing) along the South line of the Northwest Quarter of said Section 27, a distance of 878.37 ft.; thence North 00 degrees, 49 minutes East 2359.00 ft. to a point in the center of Walnut Creek; (the following Fifteen Courses are along the Centerline of Walnut Creek); thence North 88 degrees, 57 minutes, 39 seconds East 64.45 ft.; thence South 59 degrees, 50 minutes, 35 seconds East 180.99 ft.; thence North 64 degrees, 04 minutes, 37 seconds East 83.58 ft.; thence North 33 degrees, 05 minutes, 14 seconds East 73.65 ft.; thence North 76 degrees, 23 minutes, 55 seconds East 123.82 ft.; thence South 24 degrees, 38 minutes, 43 seconds East 105.43 ft.; thence South 20 degrees, 00 minutes, 02 seconds West 44.99 ft.; thence South 67 degrees, 29 minutes, 25 seconds East 85.04 ft.; thence North 60 degrees, 17 minutes, 09 seconds East 64.81 ft.; thence North 03 degrees, 31 minutes, 18 seconds West 64.71 ft.; thence North 24 degrees, 06 minutes, 35 seconds West 80.64 ft.; thence North 61 degrees, 23 minutes, 54 seconds West 68.47 ft.; thence North 08 degrees, 37 minutes, 11 seconds East 70.16 ft.; thence North 06 degrees, 58 minutes, 19 seconds East 59.33 ft.; thence North 06 degrees, 36 minutes, 39 seconds West 75.38 ft. to a point in the center of Papillion Creek; thence North 81 degrees, 08 minutes, 04 seconds West 69.06 ft. to a point on the North line of the Northwest Quarter of said Section 27, thence



North 89 degrees, 37 minutes West to the Northwest Corner of said Section 27 a distance of 1708.88 ft.; thence Southerly along the West line of the Northwest Quarter of said Section 27 to the West Quarter Corner of said Section 27, the point of beginning, subject to a county road right of way over and across the South thirty-three (33) feet of the above described property, and subject to easements and restrictions of record; and

All land in Tax Lot 1A, lying South of the Papillion Creek, in Section Twenty-Two (22), Township Fourteen North (14 N), Range Twelve East (12E) of the 6th P.M. in Sarpy County, Nebraska (collectively the "Farm").

W

Exhibit "B"

List of Eldon Family Trust Personal Property Stored in the Blue Building:

Combine Head

Antique Wooden Hand Cart

Air Compressor

Grinding Wheel

X

Exhibit "C", Page 1 of 6

List of Personal Property of Kenneth J. Iverson Located on the Farm:
JD 4400 Combine & Heads

Hesston 5500 Round Bailer

86 Chevy Utility Truck

Single Car Garage

Kinze Planter - 4 Row

Brillion Seeder

N. H. 1010 Bale Wagon

Blue 3 Point 2 Row Cultivator

JD 45' 3 Point Spray Boom

12' 6" Portable Electric Auger

Oliver 13' Field Cultivator

3 Pt - Sprayed Fiber Glass 26' Boom

White 5400 Planter

Stan Hoist Hydraulic Wagon Lift

JD Spray Tanks Green & White

Kewanee 13" Disk

Noble Harrow

2 Gang Yellow Disk

Rotary Hoe IH

Rotary Hoe IH Folding

Brillion Packer

Y

Exhibit "C", Page 2 of 6

IH 45 Vibra Shank Field Cultivator

10' X 5' Steel Trailer

Mott 72" Flail Mower

Sears Steel Flair Box Serial No. S2591 - Model 700429

2 Wheel Sprayed Aluminum Tank•

300 Gallon Saddle Tans with Quick Tach

JD 454A Row Crop Head

Oliver 1855 Tractor

2 Hesston Stack Mower - 1 Ton

1976 GMC Pickup - 4 Wheel

1986 Chevy Pickup - 2 Wheel

1970 Camaro SS

1976 Cutlass Supreme

Farmal M Tractor

Farmal M Tractor with Ford Pickup

JD 4640 Tractor

WW Stock Trailer

7 X 14 Steel Trailer Yellow

500 Gallon Plastic Tank

JD 6600 Combine

Ford 8N Loader

Fuel Tanks

Z

Exhibit "C", Page 3 of 6

MF 400 Combine & Heads

2 Quonset Huts

JD Silage Wagon

Coby Silage Wagon

Fox Forage Wagon

Chevy C60 Truck

Pallet Racking

3 Pt Hob Carrier

Bridge Planks

End Gate Seeder & Trailer

Galvanized Gates

Stock Tanks

Bale Feeders

Construction Lumber & Plywood

Hesston 10 Stacker

Electric Wagon Gear & Box•

300 Gallon Galvanized Water Tank

Aluminum Siding

I Beam Truck Box Floor

Steel Concrete Forms

Black Culvert Pipe

Chain Link Fence Gates

Aa

Exhibit "C", Page 4 of 6

Saddle Tank Brackets

Purinton Paver Bricks

Electric Gear

Allis Chalmers Combine

Sears Mobile Home

40' Storage Trailer

8 X 10 Lawn Shed

2 Wheel Rake

Gehl 400 Chopper & Heads

JD Running Gear

JD 4 Bottom Plow

2 New Idea 324 Pickers

Cattle Squeeze Chute

1972 F350 Truck

Green Hay Rack

Kinze 2000 Planter - 7 Row

David Bradley Manure Spreader

JD 4 Row Cultivator

JD 4 Row Front Mt. Cultivator

Lilliston 4 Row Rolling Cultivator

Bulk Bin

20' Rufeeder Wagon

Ab

Exhibit "C", Page 5 of 6

Oliver Running Gear

30' Equipment Trailer

40' Bale Elevator

Pipe Tire Rack

Spray Boom 3 Pt Yellow Spinner Type

Observation Tower

Behlen Crib & Roof

Steel Flair Box David Bradley Gear

Case Hay Rack

Steel I Beams 32'

Wooden Poles

Concrete Feed Bunks

Nature's Fertilizer Tank

Nesston 4600 Baler

Windrower Trailer

Hesston 6400 Windrower

Ford 8N Loader

Octagon Grain Bin

Wooden Grain Bin

Fuel Tanks

Speed Jacks

Steel Posts

Ad

Exhibit "D", Page 1 of 3

Prepared by: Robert J. Luebbert, Attorney At Law, 11440 West Center Road, Suite A; Omaha, NE 68144-4421

QUIT CLAIM DEED

In order to resolve a potential quiet title action and claim right or title by the party to this deed, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, subject to a contemporaneous lease of portions of the described real estate to Grantor, KENNETH J. IVERSON, an unmarried person, his heirs, successors and assigns, Grantor, does hereby grant, sell, convey, demise, and quit claim unto E & M IVERSON FAMILY PARTNERSHIP, LTD., a Nebraska limited partnership, its successors and assigns, Grantee, all of his right, title, lien and interest, both legal and equitable, without reservation, in and to the following described real property located in Sarpy County, Nebraska:

See Exhibit "A", attached hereto and fully incorporated herein by this reference.

Notwithstanding the foregoing, this deed shall not convey any partnership interest of Grantor to Grantee; nor shall it in any manner be interpreted to transact a recapitalization of Grantee.

DATED this ____ day of May, 2007.

KENNETH J. IVERSON, Grantor.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by KENNETH J. IVERSON, an unmarried person, Grantor on the ____ day of May, 2007.

Notary Public

Please Return To:
Robert J. Luebbert, Attorney At Law
11440 West Center Road; Suite A
Omaha, NE 68144-4421

Ae

Exhibit "D", Page 2 of 3

Exhibit "A"

Excluding real estate previously conveyed to (i) Sarpy County, Nebraska under Warranty Deed recorded October 6, 2005, with the Sarpy County Register of Deeds as Instrument 2005-36961 and (ii) the Papio-Missouri River Natural Resources District under Warranty Deed recorded August 16, 2005, with the Sarpy County Register of Deeds as Instrument 2005-29495:

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Twenty eight (28) Township Fourteen (14), Range Twelve East (12E) of the 6th P.M. in Sarpy County, Nebraska; and

Tax Lot Nine A (9A), being all of that Part of Tax Lot Nine (9) lying South of the Papillion Creek, in Section Twenty-One (21), Township Fourteen North (14 N), Range Twelve East (12 E) of the 6th P.M. in Sarpy County, Nebraska; and

A portion of Tax Lot Fourteen (14) located in the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy, County, Nebraska, described as follows:

Commencing at the West. Quarter Corner of Section 27, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, as the point of beginning; thence due East (assumed bearing) along the South line of the Northwest Quarter of said Section 27, a distance of 878.37 ft.; thence North 00 degrees, 49 minutes East 2359.00 ft. to a point in the center of Walnut Creek; (the following Fifteen Courses are along the Centerline of Walnut Creek); thence North 88 degrees, 57 minutes, 39 seconds East 64.45 ft.; thence South 59 degrees, 50 minutes, 35 seconds East 180.99 ft.; thence North 64 degrees, 04 minutes, 37 seconds East 83.58 ft.; thence North 33 degrees, 05 minutes, 14 seconds East 73.65 ft.; thence North 76 degrees, 23 minutes, 55 seconds East 123.82 ft.; thence South 24 degrees, 38 minutes, 43 seconds East 105.43 ft.; thence South 20 degrees, 00 minutes, 02 seconds West 44.99 ft.; thence South 67 degrees, 29 minutes, 25 seconds East 85.04 ft.; thence North 60 degrees, 17 minutes, 09 seconds East 64.81 ft.; thence North 03 degrees, 31 minutes, 18 seconds West 64.71 ft.; thence North 24 degrees, 06 minutes, 35 seconds West 80.64 ft.; thence North 61 degrees, 23 minutes, 54 seconds West 68.47 ft.; thence North 08 degrees, 37 minutes, 11 seconds East 70.16 ft.; thence North 06 degrees, 58 minutes, 19 seconds East 59.33 ft.; thence North 06 degrees, 36 minutes, 39 seconds West 75.38 ft. to a point in the center of Papillion Creek; thence North

AF

Exhibit "D", Page 3 of 3

81 degrees, 08 minutes, 04 seconds West 69.06 ft. to a point on the North line of the Northwest Quarter of said Section 27, thence North 89 degrees, 37 minutes West to the Northwest Corner of said Section 27 a distance of 1708.88 ft.; thence Southerly along the West line of the Northwest Quarter of said Section 27 to the West Quarter Corner of said Section 27, the point of beginning, subject to a county road right of way over and across the South thirty-three (33) feet of the above described property, and subject to easements and restrictions of record; and

All land in Tax Lot 1A, lying South of the Papillion Creek, in Section Twenty-Two (22), Township Fourteen North (14 N), Range Twelve East (12E) of the 6th P.M. in Sarpy County, Nebraska (collectively the "Farm").

2010-27865 Ag

Exhibit "E"

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)	NO. PR06-237
)	
)	WITHDRAWAL
)	OF CLAIM OF
)	KENNETH IVERSON
MARIE ELIZABETH IVERSON,)	
Deceased.)	

Notice is hereby given that the Statement of Claim filed on or about January 19, 2007, by Kenneth Iverson ("Claimant") for damages in the amount of \$107,000.00 for the fair market value of an outbuilding located on real estate located in Section 28, Township 14, Range 12E in Sarpy County Nebraska and an alleged irrevocable license to use the same is hereby withdrawn and entirely waived by Claimant, with prejudice.

Dated: _____, 2007

KENNETH IVERSON, Claimant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Withdrawal of Claim of Kenneth Iverson was hand delivered, this _____ day of May, 2007 to:

Robert J. Luebbert
11440 West Center Road; Suite A
Omaha, Nebraska 68144
Attorney For Personal Representative.

Mark S. Dickhute (#17586)
Attorney For Claimant