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MUTUAL SETTLEMENT AGREEMENT AND RELEASE

This Mutual Settlement Agreement and Release (the "Agreement") is made and entered into this 14th day of DECEMBER, 2004, by and between Ridge Development Company, a Nebraska corporation, Southview, Inc., a Nebraska corporation, and Developments Unlimited, LLP, a Nebraska limited liability partnership, hereinafter collectively referred to as the ("Developers"); SWR Investments, LLC, a Nebraska limited liability company, Paula J. Metcalf, Trustee, Lincoln Ag-Products Co., a Nebraska corporation, Thomas O. Meginnis and Karen M. Meginnis, husband and wife, Richard W. Meginnis and Lisa J. Meginnis, husband and wife, Daniel H. Meginnis and Jill M. Meginnis, husband and wife, Mark W. Meginnis, an individual, and Sesostris Temple Holding Corporation, a Nebraska nonprofit corporation, hereinafter collectively referred to as the ("Landowners"); and Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, hereinafter referred to as the ("District.") The parties may hereinafter jointly be referred to as the ("Parties") or individually as ("Each Party"). The Developers and Landowners may hereinafter jointly be referred to as the ("Parties in Interest").

WITNESSETH:

RECITALS

A. The District has developed plans, facilities, works, and programs for public uses and purposes including the construction of flood-water control structures and the acquisition of easements in the Stevens Creek Watershed (the "Project"). Among the flood water control structures, is a structure designated in the plans and specifications of the Project as "Farm Pond SkyRanch." Attached hereto as Exhibit "A" and incorporated herein by reference is a diagram of Farm Pond SkyRanch.

B. After negotiations failed, the District commenced condemnation actions against the Parties in Interest listed below in the County Court of Lancaster County to condemn necessary easements. Subsequently, the Board of Appraisers in such actions awarded damages to the Parties in Interest. The Parties in Interest then appealed the awards of the Board of Appraisers to the District Court of Lancaster County, and such appeals are captioned and have been assigned docket numbers as follows:

SWR Investments, LLC, a Nebraska limited liability company; Paula J. Metcalf, Trustee; Lincoln Ag-Products Co., A Nebraska Corporation v. Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, Case No. CI 04-1794; Thomas O. Meginnis and Karen M. Meginnis, husband and wife; Richard W. Meginnis and Lisa J. Meginnis, husband and wife; Daniel H. Meginnis and Jill M. Meginnis, husband and wife, and Mark W. Meginnis; Ridge Development Company; and Southview, Inc. v. Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, Case No. CI 04-1793; and Sesostris Shrine Temple Holding Corp., a Nebraska Non-profit Corporation v. Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, Case No. CI 04-1792,

hereinafter collectively referred to as the "Litigation."

C. The easements acquired by the District in the Litigation are legally described on Exhibit "B" and shown on Exhibit "C", which are attached hereto and incorporated herein by this reference, and are hereinafter referred to as the "Farm Pond SkyRanch Easements."

D. Developers have acquired interests in the land from the Landowners as well as assignments of rights in the Litigation.

E. Parties hereto desire to compromise and settle all claims, disputes, and controversies between them including but not limited to the claims in the Litigation, which arose prior to execution of this Agreement, hereinafter collectively referred to as the "Disputes."

F. District's plans and specifications for Farm Pond SkyRanch include a flood-control structure, reservoir, and related facilities which will be designed to detain a 100-year storm event. Developers propose a larger flood-control structure with a larger reservoir and enhanced facilities suitable for an urban lake development. Developers' proposal shall hereinafter be referred to as "Farm Pond B." Attached hereto as Exhibit "D" and incorporated by this reference is a conceptual diagram of Farm Pond B.

G. Parties hereto have reached a resolution of the Disputes which include the substitution of the proposed Farm Pond B for Farm Pond SkyRanch with Developers agreeing to pay all the additional costs associated with the design, testing, and construction of Farm Pond B. As part of the resolution, District and Developers are also concurrently entering into an agreement that permits Developers, at their cost, to excavate, grade and fill areas within and around Farm Pond B, without decreasing the net flood storage benefits, to form finger like areas which will be used for lots and connecting streets, and to construct a hard edge around the shoreline of the reshaped lake ("Urban Lake Agreement"). The resolution also includes the dismissal of the Litigation identified in Paragraph B above and the mutual release of all claims by Each Party.

H. Parties wish to enter into this Agreement for the purpose of setting forth the terms and conditions of the settlement as more fully set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Settlement and Release**

(a) District agrees to pay Parties in Interest and Parties in Interest agree to accept from District the total sum of One Million Dollars (\$1,000,000) for the Farm Pond SkyRanch Easements and in complete settlement and release of the Disputes, subject to Parties in Interest furnishing District with a title policy showing fee simple title in the Parties in Interest, subject to the Farm Pond SkyRanch Easements and other customary easements and restrictions of record. Payment shall be made as follows:

(i) District has deposited \$833,000.00 in the County Court of Lancaster County for the acquisition of the Easements. Parties agree to file appropriate motions, which are attached hereto as Exhibit "E" and incorporated herein by this reference, concurrently

with the execution of this Agreement, instructing the County Court to pay the funds to the Parties in Interest as set forth on Exhibit "F", which is attached hereto and incorporated herein by this reference.

(ii) District agrees to pay the balance of \$167,000.00 to the Parties in Interest as set forth on Exhibit "F" at the time the funds are released from Lancaster County Court.

(b) District and Developers agree to concurrently enter into the Urban Lake Agreement.

2. District Approval of Plans for Farm Pond B

(a) Parties agree that the development and construction of Farm Pond B shall include all work associated with construction of the enlarged dam, which will be designed to detain a 100-year storm event, emergency spillway, and the excavation of soils from the detention reservoir as necessary to construct the larger dam emergency spillway.

(b) Unless otherwise agreed to by Parties, Developers shall, at their own cost and expense, complete, on or before December 31, 2004, the initial plans and specifications for Farm Pond B, which may include a provision for additional storm water detention. Developers also agree to provide District with a true and correct copy of such plans and specifications within 5 days after completion. Developers agree that such plans and specifications must be submitted in writing to the District, for the District's approval and District agrees that its approval will not be unreasonably withheld. The District acknowledges that the Developers intend to utilize Olsson Associates as the engineer for the project.

(c) The Parties further agree to diligently and without delay work toward finalizing all plans and specifications and obtaining all permits and approvals, including a 404 permit from the Army Corps of Engineers and approval of the plans and specifications by the State of Nebraska and as soon as possible and not later than July 1, 2005.

3. Easements

(a) The Farm Pond SkyRanch Easements identified on Exhibits "B" and "C" shall be subject to the terms, conditions, and restrictions set forth in this Agreement and shall replace the "Permanent Easements" identified in the Litigation.

(i) The Farm Pond SkyRanch Easements are granted to the District for the purpose of and in connection with the construction, reconstruction, operation, maintenance, repair and inspection of Farm Pond SkyRanch, including a site where suitable borrow material can be obtained from the permanent pool and a site where common excavation material can be stored, all as shown on Exhibit "A"; and for the flowage of any waters in, over, upon, or through such structure, and for the permanent storage and the temporary detention, either or both, of any waters and sediment which are impounded, stored or detained by such structure.

(ii) The Farm Pond SkyRanch Easements include the following:

(A) the permanent easement for dam and spillway, containing 21.8 acres, more or less, as shown and identified on Exhibits "A" and "C";

(B) the permanent easement for permanent pool, containing 27.1 acres, more or less, as shown and identified on Exhibits "A" and "C";

(C) the permanent easement for the buffer zone, containing 4.3 acres, more or less, as shown and identified on Exhibit "A" as a thirty foot (30') strip of land around the perimeter of the permanent pool for the purpose of planting and replanting permanent vegetation to reduce shoreline erosion and to serve as a sediment filter for overland runoff and which will be located 30 feet horizontally from elevation 1188.00' (NGVD Datum).

(D) the permanent easement for the flood pool, containing 36.1 acres, more or less, as shown and identified on Exhibits "A" and "C" and which will be located between elevation 1188.00' and 1198.00' (NGVD Datum).

(E) the permanent access easement for ingress and egress to the flood retarding structure, containing 1.4 acres, more or less, as described on Exhibits "A" and "C", for construction, inspection, maintenance and repair of the flood retarding structure.

The total area contained in the Farm Pond SkyRanch Easements is 90.7 acres, more or less, all as shown and identified on Exhibits "A," "B" and "C."

(iii) The District does not by the acquisition of the Farm Pond SkyRanch Easements herein intend to take nor does it take any mineral rights.

(iv) The Parties in Interest are prohibited from constructing, operating, maintaining or locating any structure, of any kind whatsoever, whether temporary or permanent, in, over or upon the Farm Pond SkyRanch Easements. Structure does not include fence posts. This prohibition shall also include the construction of any well. The Parties in Interest are also prohibited from placing any fill material in or on the Farm Pond SkyRanch Easements.

(v) Unless otherwise provided in this Agreement, the Parties in Interest, their heirs, personal representatives, successors, and assigns are reserved the right and privilege to use the Farm Pond SkyRanch Easements at any time, and in any manner, and for any purpose not inconsistent with the full use and enjoyment by the District, its successors and assigns, of the rights and privileges granted herein, including density calculations for land use development.

(vi) The Farm Pond SkyRanch Easements shall not pass nor shall the same be construed to pass, to the District any fee simple interest or title to the Farm Pond SkyRanch Easements.

(b) Prior to the bid letting process for Farm Pond B, Parties in Interest agree to grant, at no additional cost to the District, one or more additional easements that the approved plans show

are necessary for the construction of Farm Pond B. Developers agree to pay all costs associated with such grants, including but not limited to, survey, preparation of documents and recording fees.

(c) District agrees to release to Parties in Interest, without additional consideration, portions of the Farm Pond SkyRanch Easements, which the approved plans show are unnecessary for the construction, maintenance or operation of Farm Pond B. Developers agree to pay all costs associated with such release including but not limited to survey, preparation of documents and recording fees.

4. **Permits**

(a) District shall be responsible for obtaining all the permits and governmental approval necessary for the construction of Farm Pond SkyRanch including, but not limited to, Section 404 permits.

(b) Developers agree to obtain in the District's name any additional permits needed for the construction and operation of Farm Pond B.

(c) Each Party agrees to use its best efforts to assist the other party in obtaining all necessary permits, variances and waivers.

5. **Bidding**

District agrees to be responsible for the bid letting process including the awarding of a contract for the construction of Farm Pond B.

6. **Construction**

Parties agree that construction of Farm Pond B shall commence immediately upon the issuance of all necessary permits, unless otherwise agreed between the Parties, and shall be completed by June 30, 2006. After completion of construction, District agrees to use its best efforts to maintain the water level in Farm Pond B at the draw down elevation until either the District is notified in writing by Developers to close the draw down or January 1, 2010, whichever first occurs.

7. **Costs**

(a) Developers and District agree to share the cost of the construction of Farm Pond B based on an allocation of such costs as follows:

(i) District will pay the costs that would have been incurred if Farm Pond SkyRanch had been constructed as planned and designed; and

(ii) Developers will pay the additional costs that will be incurred as a result of the construction of Farm Pond B.

(b) Developers agree to pay all costs of the planning and design of Farm Pond B, including but not limited to, drilling, testing, and geotechnical investigations.

(c) Developers and District agree to share in construction observation costs for Farm Pond B on a pro rata basis based on the costs allocated in the Farm Pond B construction.

(d) District, shall be responsible for the cost of its own staff and agent time expended in the performance of this Agreement

(e) In the event that the Parties do not agree on the division between them of any shared costs, they agree to submit their disagreement to the dispute resolution process described in Paragraph 11 (g) below.

(f) Developers agree to pay their share of the construction costs of Farm Pond B by depositing sufficient funds in escrow as provided in Paragraph 12 below, prior to the commencement of the letting of any construction bids.

8. Maintenance and Liability

(a) The term "maintenance" as used herein shall include maintenance, repairs, operations, management, scheduling, coordination of uses, vegetation management, weed control and removal of debris such as branches or other items which could undermine the integrity of the dam.

(b) After the construction of Farm Pond B, District agrees to maintain the dam, emergency spillway, and related flood control facilities at its cost.

(c) District agrees to plant and maintain the appropriate vegetation on the dam and spillway areas of Farm Pond B.

(d) Developers agree to maintain the permanent pool, buffer zone, and flood pool of Farm Pond B until such time as Farm Pond B is converted to an Urban Lake pursuant to the Urban Lake Agreement, at which time the Developers shall have such maintenance responsibilities as set forth in the Urban Lake Agreement, or until the Developers inform the District that it has abandoned its plans to construct the Urban Lake, at which time the District shall have such maintenance responsibilities as set forth in the Farm Pond SkyRanch Easements.

9. Insurance and Indemnity

(a) District and Developers each agree to maintain public liability and property damage insurance, in the respective amounts of \$1,000,000 per person and \$5,000,000 per occurrence or as required by statute to cover their respective liabilities regarding the dam, reservoir, and other related structures and facilities. District and Developers agree to name the other as an additional insured on such policies of insurance.

(b) District and Developers agree to fully indemnify the other party for any negligent act or omission arising out of or resulting from any matter covered by this Agreement. Parties acknowledge and understand that the District shall have no liability whatsoever with respect to

any recreational uses or activities engaged in by any resident, guest, or invitee on the premises of Farm Pond B or area surrounding Farm Pond B, including any bike trials, except for the District's willful or negligent acts or omissions. Developers agree to indemnify District for any claims, liabilities, suits, costs, or expenses, including attorney fees, arising out of or resulting from any recreational use of Farm Pond B.

10. **Control of Dam and Emergency Spillway**

(a) Parties agree that the District shall have sole authority and control over the dam, emergency spillway and related structures and facilities of Farm Pond B. Notwithstanding the foregoing, Parties in Interest, and their successors and assigns, shall have the right to utilize the dam, spillway, permanent pool, buffer zone and flood pool of Farm Pond B for recreational purposes, provided such use does not interfere with the operation or maintenance of Farm Pond B.

11. **Miscellaneous Provisions**

(a) Developers may, at their sole cost and expense, construct trails across the dam and emergency spillway at a specific location approved in writing by District. Provided, however, that Developers agree that such trails will not interfere with the structural integrity or safety of the dam and emergency spillway. Developers agree that District has the right, prior to construction, to grant approval in writing of the plans and specifications for construction of such trails. District agrees that such approval shall not be unreasonably withheld. Developers or their successors and assigns agree to maintain and repair the trails at their own cost and expense.

(b) Parties in Interest warrant and represent that they have full authority to execute this Agreement which includes a release, and to bind each of the Parties in Interest; that they have no knowledge of other persons or entities having an interest in the claims of those landowners whose consent is necessary to obtain for the District a full and complete release. Parties in Interest warrant and represent that they have not sold, assigned or transferred to any other person, firm, or corporation any claim or demand, or any part thereof, described in this Agreement.

(c) Developers warrant and represent that they have authority to negotiate this Agreement on behalf of SWR Investments, LLC and the Sesostris Temple Holding Corporation. Developers covenant and unconditionally agree to indemnify and hold the District harmless from any and all actions, causes of action, claims, demands, liabilities, damages and expenses District may sustain or incur by reason of any claim arising out of or from the Litigation by any Landowner.

(d) Parties agree that upon the payment of the settlement as provided in Paragraph 1, that the Litigation shall be dismissed with prejudice, Each Party to pay its own costs including attorney fees.

(e) District agrees to construct a fence, consisting of three smooth wire strands, around the perimeter of the dam and emergency spillway. District agrees that it will construct gates or other openings in the fence. District agrees to modify the construction materials of the fence at Parties in Interest's request, if District determines that such modifications serve the District's

purposes. If District approves such modification, Parties in Interest agree to pay all costs and expenses of such modification.

(f) Parties in Interest agree to be solely responsible for payment of all taxes and assessments levied against the Property and/or arising from Developers' contribution of funds to oversize the Farm Pond SkyRanch flood control structure, reservoir and related facilities, including all sales and use taxes if any. Pursuant to *Neb. Rev. Stat. § 77-2704.15* the District is tax exempt from sales and use taxes and Developers covenant and unconditionally agree to indemnify and hold the District and Landowners harmless from any and all sales and use taxes arising from Developers' contribution of funds to oversize the Farm Pond SkyRanch flood control structure, reservoir and related facilities. Provided, however; that in the event the acquisition of the Farm Pond SkyRanch Easements by the District for the construction of Farm Pond SkyRanch causes Parties in Interest to be disqualified for any greenbelt designation or special valuation as agricultural or horticultural land use under *Neb. Rev. Stat. § 77-1344(1)*, thereby subjecting Parties in Interest to potential additional tax liability upon disqualification under *Neb. Rev. Stat. § 77-1347*, District shall have the right to either (i) contest such additional tax liability at its sole cost and expense, or (ii) pay Parties in Interest one-half the amount of the additional recaptured tax liability, and one-half of the amount of any and all penalties and costs associated therewith, that are imposed solely due to the acquisition of Easements for construction of Farm Pond SkyRanch. If District elects to contest such tax liability and loses such contest, District agrees to pay Parties in Interest one-half of the amounts provided for in the previous sentence.

(g) In the event any dispute or controversy arising out of or relating to this Agreement occurs, Parties agree to exercise their best efforts to resolve the dispute as soon as possible. Parties shall without delay continue to perform their respective obligations under this Agreement, which are not affected by the dispute. Each Party may invoke the dispute resolution process set forth in this paragraph by giving to the other party written notice of its intent to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Each Party shall designate, within five (5) working days of the notice, a representative who shall attempt to resolve the dispute. If the designated representatives of the Parties cannot resolve the dispute, the Parties shall meet within twenty (20) days thereafter, or such longer time as may be agreed upon, and attempt to resolve the dispute. If the dispute is not resolved within ten (10) business days after such meeting, the dispute shall be referred to arbitration pursuant to the Nebraska Uniform Arbitration Act, *Neb. Rev. Stat. §§ 25-2601 to 25-2622*.

(h) Each Party will, whenever it shall be reasonably requested to do so by another Party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each Party shall cooperate in good faith with the other Parties and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

(i) Developers may be relieved and discharged from their obligations under this Agreement upon creating, in writing, a permanent and continuous association of property owners

who would assume such obligations including, but not limited to, the insurance and indemnification provisions of Paragraph 9(a) and (b). Developers shall not be relieved of any obligation hereunder until construction of Farm Pond B has been completed in accordance with the approved Plans and documents creating the association have been reviewed and approved by the District and filed of record with the Register of Deeds.

(j) This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

(k) In addition to any other information which may reasonably be requested, any Party shall without charge, at any time and from time to time hereafter, within fourteen (14) days after written request from another Party for the same, certify by written instrument duly executed and acknowledged to any person, firm or corporation the following information which was specified in such request:

1. Whether this Agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
2. Whether this Agreement is still valid;
3. The existence of any default under this Agreement; and
4. The existence of any claims or amounts owed to such Party by any other Party.

Any such certificate may be relied on by the Party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the Party executing it.

(l) In the event a Party fails to comply with any of the material terms hereof, then the another Party may declare a default fourteen (14) days after the defaulting Party receives written notice specifying the nature thereof, provided, however, that with respect to any failure which cannot reasonably be cured within fourteen (14) days, a default shall not be considered to have occurred if a Party commences to cure such failure within such fourteen (14) day period and continues to proceed diligently with the cure of such failure. If any of the events of default set forth in this Agreement shall occur and the defaulting Party fails to cure the same within the express curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

(m) Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant. This Agreement and the Urban Lake Agreement contain the entire agreement of the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned Parties.

(n) Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence of this Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against any Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

(o) If any notice is required to be given under this Agreement, it may only be given in writing and delivered by mail, telegram, personal delivery, facsimile transmission, or electronic data transmission. For purposes of mailing of notice under this Agreement or as otherwise required by law, the mailing addresses of the Parties are:

To the District: Lower Platte South Natural Resources District
3125 Portia Street PO Box 83581
Lincoln, NE 68501

with a copy to: Crosby Guenzel LLP
134 South 13th Street, Suite 400
Lincoln, NE 68508
Attn: Steve Seglin

To Developers: Ridge Development Company
2001 Pine Lake Road, Suite 100
Lincoln, NE 68512

Southview, Inc.
8644 Executive Woods Drive
Lincoln, NE 68512

Developments Unlimited, LLP
8644 Executive Woods Drive
Lincoln, NE 68512

with a copy to: Seacrest & Kalkowski, P.C.
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

To the Landowners: SWR Investments, LLC
4505 South 98th Street
Lincoln, NE 68526

Richard Meginnis
238 South 13th
Lincoln, NE 68508

Sesostris Temple Holding Corporation
1717 Yolande Avenue
Lincoln, NE 68521

with a copy to:

Paula Metcalf
Attorney-at-Law
4535 Normal Boulevard, Suite 295
Lincoln, NE 68506

Kinsey Ridenour Becker & Kistler, LLP
121 South 13th Street, Suite 601
Lincoln, NE 68508
Attn: Robert D. Kinsey, Jr.

Each Party shall supply any address changes to the other Party in writing. Any Party may change its address by giving notice in writing, stating its new address, to any other Party as provided above. The newly designated address shall be that Party's address for the purpose of all communications, demands, notices or objections permitted or required to be given or served under this Agreement.

12. Security for Developers' Share of the Costs

(a) Developers agree to place in escrow sufficient funds to cover their share of the costs attributed to Farm Pond B as described in Paragraph 7 above. A failure to timely deposit the required funds into escrow shall be deemed a breach of this Agreement and the District may, in addition to other remedy, proceed with the construction of Farm Pond SkyRanch if such funds are not deposited within thirty (30) days after notice of request for escrow funds.

(b) Parties agree that the funds shall be placed in escrow and disbursed therefrom in accordance with an Escrow Agreement, which the District and Developers agree to execute at the same time that this Agreement has been executed. The form of the Escrow Agreement is attached hereto as Exhibit "G" and incorporated herein by reference as though fully set forth.

(c) Developers agree to place such funds in escrow prior to the letting of bids on Farm Pond B.

13. Mutual Release

(a) Upon the payment of the settlement amount as provided for in Paragraph 1 above, Each Party hereby releases the other of and from any and all claims, causes of actions, liabilities, costs and expenses arising out of the Disputes referenced in Paragraph E above. Provided, however, that this Release will not operate on or have any affect on the promises and covenants agreed to herein except in so far as they relate to the Disputes as identified in Recital E.

(b) Parties in Interest warrant and represent that they have full authority to execute this Agreement which includes a release, and to bind each of them by this release; that they have no knowledge of any other persons or entities having an interest in the claims of Parties in Interest whose consent is necessary to obtain for District a full and complete release. Parties in Interest warrant and represent that they have not sold, assigned or transferred to any other person, firm, or corporation any claim or demand, or any part thereof, described in this Agreement.

**RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation**

By: Thomas E. White
Thomas E. White
President of Development

By: John C. Brager
John C. Brager
President of Construction

SOUTHVIEW, INC., a Nebraska corporation

By: John F. Schleich
John F. Schleich, Vice President

**DEVELOPMENTS UNLIMITED, LLP, a
Nebraska limited liability partnership**

By: **RIDGE DEVELOPMENT COMPANY,**
a Nebraska corporation, Member

By: Thomas E. White
Thomas E. White
President of Development

By: John C. Brager
John C. Brager
President of Construction

By: **SOUTHVIEW, INC., a Nebraska
corporation, Member**

By: John F. Schleich
John F. Schleich, Vice President

**SWR INVESTMENTS, LLC, a Nebraska
limited liability company**

By: Richard W. Tate
Title: President

PAULA J. METCALF, Trustee

**RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation**

By: _____
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President of Development

By: _____
John C. Brager
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By: _____
John F. Schleich, Vice President

**SWR INVESTMENTS, LLC, a Nebraska
limited liability company**

By: _____
Title: _____

Paula J. Metcalf

PAULA J. METCALF, Trustee

LINCOLN AG-PRODUCTS CO., a
Nebraska corporation

By: _____
Title: _____

Thomas O. Meginnis

THOMAS O. MEGINNIS, a married person

Karen M. Meginnis

KAREN M. MEGINNIS, a married person

RICHARD W. MEGINNIS, a married person

LISA J. MEGINNIS, a married person

DANIEL H. MEGINNIS, a married person

JILL M. MEGINNIS, a married person

MARK W. MEGINNIS, an individual

SESOSTRIS TEMPLE HOLDING
CORPORATION, a Nebraska nonprofit
corporation

By: _____
Title: _____

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political
subdivision of the State of Nebraska

By: _____
Title: _____

LINCOLN AG-PRODUCTS CO., a
Nebraska corporation

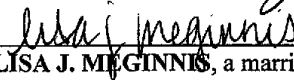
By: _____
Title: _____

THOMAS O. MEGINNIS, a married person

KAREN M. MEGINNIS, a married person



RICHARD W. MEGINNIS, a married person



LISA J. MEGINNIS, a married person

DANIEL H. MEGINNIS, a married person

JILL M. MEGINNIS, a married person

MARK W. MEGINNIS, an individual

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SESOSTRIS TEMPLE HOLDING
CORPORATION, a Nebraska nonprofit
corporation

By: _____
Title: _____

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political
subdivision of the State of Nebraska

By: _____
Title: _____

LINCOLN AG-PRODUCTS CO., a
Nebraska corporation

By: _____
Title: _____

THOMAS O. MEGINNIS, a married person

KAREN M. MEGINNIS, a married person

RICHARD W. MEGINNIS, a married person

LISA J. MEGINNIS, a married person

DANIEL H. MEGINNIS, a married person

JILL M. MEGINNIS, a married person

MARK W. MEGINNIS, an individual

SESOSTRIS TEMPLE HOLDING
CORPORATION, a Nebraska nonprofit
corporation

By: *Neil A. Henry*
Title: *President*

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political
subdivision of the State of Nebraska

By: *[Signature]*
Title: *General Manager*

Additional signature page to Mutual Settlement Agreement and Release

Dated: November 30, 2004

Lincoln Ag-Products, Co.,
a Nebraska Corporation,
by its Successors In Interest,

Lincoln Ag-Products, Co.
a Nebraska Corporation

By: Richard W. Finke
Richard W. Finke,
Authorized Agent

Finke Gardens, Inc.
a Nebraska Corporation

By: Richard W. Finke
Richard W. Finke,
President

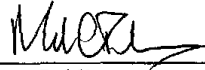
Fusion Unlimited, Inc.
a Nebraska Corporation

By: Richard W. Finke
Richard W. Finke,
Authorized Agent

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

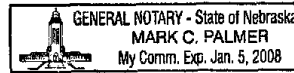


The foregoing was acknowledged before me this 3RD day of December, 2004, by Thomas E. White, President of Development of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

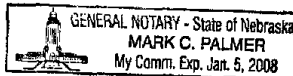


The foregoing was acknowledged before me this 3RD day of December, 2004, by John C. Brager, President of Construction of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

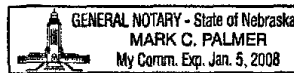


The foregoing was acknowledged before me this 3RD day of December, 2004, by John F. Schleich, Vice President of **Southview, Inc.**, a Nebraska corporation, on behalf of the corporation.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing was acknowledged before me this 3RD day of December, 2004, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing was acknowledged before me this 30 day of December, 2004, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

Mark C. Palmer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

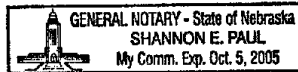


The foregoing was acknowledged before me this 30 day of December, 2004, by John F. Schleich, Vice President of Southview, Inc., a Nebraska, corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

Mark C. Palmer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 7 day of December, 2004, by Richard W. Finke, President of **SWR Investments, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



Shannon E. Paul
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ___ day of _____, 2004, by **Paula J. Metcalf**, Trustee.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2004, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2004, by John F. Schleich, Vice President of Southview, Inc., a Nebraska, corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ of **SWR Investments, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 6th day of December, 2004, by **Paula J. Metcalf**, Trustee.

Ruth M. Wallace

Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ of **Lincoln Ag-Products Co.**, a Nebraska corporation, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing was acknowledged before me this 2ND day of DECEMBER, 2004, by **Thomas O. Meginnis**, a married person.

Dawn Groenjes
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing was acknowledged before me this 2ND day of DECEMBER, 2004, by **Karen M. Meginnis**, a married person.

Dawn Groenjes
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2004, by **Richard W. Meginnis**, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____ of **Lincoln Ag-Products Co.**, a Nebraska corporation, on behalf of the corporation.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by **Thomas O. Meginnis**, a married person.

Notary Public

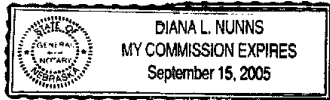
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by **Karen M. Meginnis**, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 3rd day of December, 2004, by **Richard W. Meginnis**, a married person.



Diana L. Nunns
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 3rd day of December, 2004, by **Lisa J. Meginnis**, a married person.



Diana L. Nunns
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by **Daniel H. Meginnis**, a married person.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by **Jill M. Meginnis**, a married person.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by **Mark W. Meginnis**, an individual.

Notary Public

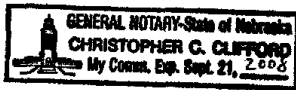
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2004, by
Lisa J. Meginnis, a married person.

Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing was acknowledged before me this 2nd day of December, 2004, by
Daniel H. Meginnis, a married person.



Christopher C. Clifford
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing was acknowledged before me this 2nd day of December, 2004, by
Jill M. Meginnis, a married person.



Christopher C. Clifford
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by
Mark W. Meginnis, an individual.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2004, by
Lisa J. Meginnis, a married person.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by
Daniel H. Meginnis, a married person.

Notary Public


STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2004, by
Jill M. Meginnis, a married person.

Notary Public

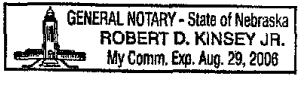
STATE OF Colorado)
) ss.
COUNTY OF Eagle)

The foregoing was acknowledged before me this 4th day of December, 2004, by
Mark W. Meginnis, an individual.

Lavonne Montoya
Notary Public


STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of December, 2004, by Nath Henry, Potentate of Sesostris Temple Holding Corporation, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



Robert D. Kinsey Jr.
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 14th day of December, 2004, by Glenn D. Johnson, General Manager of Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, on behalf of the political subdivision.



Kathy J. Spence
Notary Public

LOWER PLATTE SOUTH NRD
STEVENS CREEK WATERSHED PROJECT

SKYRANCH FARM POND
EASEMENT

MARK MEGINNIS

PARCEL 1

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 3 I.T., LOCATED IN THE SOUTHEAST QUARTER (SE4), AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N2SE4), ALL LOCATED IN SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE4; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID SE4, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 19 MINUTES WEST, A DISTANCE OF 923 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM); THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE EAST LINE OF SAID N2SE4, SAID POINT ALSO BEING LOCATED 1,392 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF SAID SE4; THENCE SOUTH 00 DEGREES 19 MINUTES EAST, ALONG THE EAST LINE OF SAID N2SE4 AND ALONG THE EAST LINE OF SAID LOT 3 I.T., A DISTANCE OF 469 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

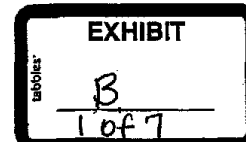
TOGETHER WITH:

PARCEL 2

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N2SE4), LOCATED IN SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE4; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID SE4, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 19 MINUTES WEST, A DISTANCE OF 1,597 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE EAST LINE OF SAID N2SE4, SAID POINT ALSO BEING LOCATED 1,657 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF SAID SE4; THENCE SOUTH 00 DEGREES 19 MINUTES EAST, ALONG THE EAST LINE OF SAID N2SE4, A DISTANCE OF 60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

part N2SE4 1/4



**TOGETHER WITH:
PARCEL 3**

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N2SE4), LOCATED IN SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE4; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID SE4, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 19 MINUTES WEST, A DISTANCE OF 2,361 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE EAST LINE OF SAID N2SE4, SAID POINT ALSO BEING LOCATED 2,465 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF SAID SE4; THENCE SOUTH 00 DEGREES 19 MINUTES EAST, ALONG THE EAST LINE OF SAID N2SE4, A DISTANCE OF 104 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**TOGETHER WITH:
PARCEL 4**

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N2SE4), AND A PORTION OF LOT 14 I.T., LOCATED IN THE NORTHEAST QUARTER (NE4), ALL LOCATED IN SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE4; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID N2SE4, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 19 MINUTES EAST, A DISTANCE OF 112 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM); THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 14 I.T., SAID POINT ALSO BEING LOCATED 547 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 14 I.T.; THENCE SOUTH 00 DEGREES 13 MINUTES EAST, ALONG THE EAST LINE OF SAID LOT 14 I.T., A DISTANCE OF 547 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENTS CONTAIN A CALCULATED AREA OF 5.9 ACRES, MORE OR LESS.

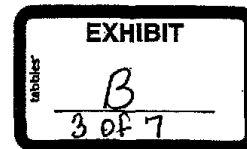
LOWER PLATTE SOUTH NRD
STEVENS CREEK WATERSHED PROJECT

SKYRANCH FARM POND
EASEMENT

SWR INVESTMENTS

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 11 I.T., LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER (S2SW4), AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW4SW4), AND A PORTION OF LOT 8 I.T., LOCATED IN THE NORTHWEST QUARTER (NW4), ALL LOCATED IN SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8 I.T., SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID NW4; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 8 I.T., ON AN ASSUMED BEARING OF NORTH 89 DEGREES 36 MINUTES WEST A DISTANCE OF 1332 FEET TO THE NORTHEAST CORNER OF SAID NW4SW4; THENCE SOUTH 00 DEGREES 21 MINUTES EAST, ALONG THE EAST LINE OF SAID NW4SW4, A DISTANCE OF 463 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM); THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 11 I.T., SAID POINT ALSO BEING LOCATED 923 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SW4; THENCE NORTH 00 DEGREES 19 MINUTES WEST, ALONG THE WEST LINE OF SAID LOT 11 I.T., AND THE WEST LINE OF SAID NW4SW4, A DISTANCE OF 469 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT ALSO BEING LOCATED 1,392 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SW4; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY COUNTER CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE WEST LINE OF SAID NW4SW4, SAID POINT ALSO BEING LOCATED 1,597 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SW4; THENCE NORTH 00 DEGREES 19 MINUTES WEST, ALONG THE WEST LINE OF SAID NW4SW4, A DISTANCE OF 60 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT ALSO BEING LOCATED 1,657 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SW4; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY COUNTER CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE WEST LINE OF SAID NW4SW4, SAID POINT ALSO BEING LOCATED 2,361 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID NW4;



THENCE NORTH 00 DEGREES 19 MINUTES WEST, ALONG THE WEST LINE OF SAID NW4SW4 A DISTANCE OF 104 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT ALSO BEING LOCATED 2,465 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SW4; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY COUNTER CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE WEST LINE OF SAID NW4SW4, SAID POINT ALSO BEING LOCATED 112 FEET, MORE OR LESS, SOUTH OF THE NORTHWEST CORNER OF SAID NW4; THENCE NORTH 00 DEGREES 19 MINUTES WEST, ALONG THE WEST LINE OF SAID NW4SW4, A DISTANCE OF 112 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SW4; THENCE NORTH 00 DEGREES 13 MINUTES WEST, ALONG THE WEST LINE OF SAID LOT 8 I.T., A DISTANCE OF 547 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM); THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY COUNTER CLOCKWISE DIRECTION TO A POINT THAT IS LOCATED 622 FEET, MORE OR LESS, NORTH OF THE SOUTH LINE OF SAID LOT 8 I.T., AND 1,105 FEET, MORE OR LESS, EAST OF THE WEST LINE OF SAID LOT 8 I.T.; THENCE NORTH 50 DEGREES 18 MINUTES WEST A DISTANCE OF 170 FEET, MORE OR LESS; THENCE NORTH 21 DEGREES 16 MINUTES EAST A DISTANCE OF 50 FEET, MORE OR LESS; THENCE SOUTH 83 DEGREES 23 MINUTES EAST A DISTANCE OF 775 FEET, MORE OR LESS; THENCE NORTH 21 DEGREES 16 MINUTES EAST A DISTANCE OF 425 FEET, MORE OR LESS; THENCE SOUTH 68 DEGREES 44 MINUTES EAST A DISTANCE OF 509 FEET, MORE OR LESS; THENCE SOUTH 23 DEGREES 05 MINUTES EAST A DISTANCE OF 698 FEET, MORE OR LESS TO THE EAST LINE OF SAID LOT 8 I.T.; THENCE SOUTH 00 DEGREES 26 MINUTES EAST, ALONG SAID EAST LINE, A DISTANCE OF 269 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 70.4 ACRES, MORE OR LESS.

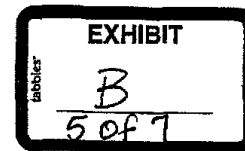
LOWER PLATTE SOUTH NRD
STEVENS CREEK WATERSHED PROJECT

SKYRANCH FARM POND
PERMANENT ACCESS EASEMENT

SWR INVESTMENTS

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 8 I.T., LOCATED IN THE NORTHWEST QUARTER (NW4), OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8 I.T.; SAID POINT BEING LOCATED 50.01 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NW4; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 8 I.T., SAID LINE ALSO BEING THE EAST LINE OF SAID NW4, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 26 MINUTES EAST, A DISTANCE OF 561.0 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 130.0 FEET, A DELTA ANGLE OF 55 DEGREES 16 MINUTES, AN ARC LENGTH OF 125.4 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 12 MINUTES WEST AND A CHORD LENGTH OF 120.6 FEET; THENCE SOUTH 54 DEGREES 50 MINUTES WEST, A DISTANCE OF 130.7 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 100.0 FEET, A DELTA ANGLE OF 72 DEGREES 59 MINUTES, AN ARC LENGTH OF 127.4 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 21 MINUTES WEST AND A CHORD LENGTH OF 119.0 FEET; THENCE SOUTH 18 DEGREES 09 MINUTES EAST, A DISTANCE OF 198.1 FEET; THENCE SOUTH 03 DEGREES 00 MINUTES EAST A DISTANCE OF 95.6 FEET; THENCE NORTH 87 DEGREES 18 MINUTES WEST A DISTANCE OF 124.9 FEET; THENCE SOUTH 75 DEGREES 43 MINUTES WEST, A DISTANCE OF 141.7 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 175.0 FEET, A DELTA ANGLE OF 81 DEGREES 25 MINUTES, AN ARC LENGTH OF 248.7 FEET, A CHORD BEARING OF SOUTH 35 DEGREES 01 MINUTES WEST AND A CHORD LENGTH OF 228.3 FEET; THENCE SOUTH 05 DEGREES 42 MINUTES EAST, A DISTANCE OF 234.1 FEET; THENCE NORTH 68 DEGREES 44 MINUTES WEST, A DISTANCE OF 33.7 FEET; THENCE NORTH 05 DEGREES 42 MINUTES WEST, A DISTANCE OF 218.9 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 205.0 FEET, A DELTA ANGLE OF 81 DEGREES 25 MINUTES, AN ARC LENGTH OF 291.3 FEET, A CHORD BEARING OF NORTH 35 DEGREES 01 MINUTES EAST AND A CHORD LENGTH OF 267.4 FEET; THENCE NORTH 75 DEGREES 43 MINUTES EAST, A DISTANCE OF 146.2 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES EAST A DISTANCE OF 96.3 FEET; THENCE NORTH 03 DEGREES 00 MINUTES WEST A DISTANCE



OF 58.5 FEET; THENCE NORTH 18 DEGREES 09 MINUTES WEST, A DISTANCE OF 194.1 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 130.0 FEET, A DELTA ANGLE OF 72 DEGREES 59 MINUTES, AN ARC LENGTH OF 165.6 FEET, A CHORD BEARING OF NORTH 18 DEGREES 21 MINUTES EAST AND A CHORD LENGTH OF 154.6 FEET; THENCE NORTH 54 DEGREES 50 MINUTES EAST, A DISTANCE OF 130.7 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 100.0 FEET, A DELTA ANGLE OF 55 DEGREES 16 MINUTES, AN ARC LENGTH OF 96.5 FEET, A CHORD BEARING OF NORTH 27 DEGREES 12 MINUTES EAST AND A CHORD LENGTH OF 92.8 FEET; THENCE NORTH 00 DEGREES 26 MINUTES WEST, ALONG LINE THAT IS 30 FEET WEST OF AN PARALLEL WITH THE EAST LINE OF SAID LOT 8 I.T., A DISTANCE OF 561.6 FEET TO THE NORTH LINE OF SAID LOT 8 I.T.; THENCE SOUTH 89 DEGREES 21 MINUTES EAST, ALONG SAID NORTH LINE, SAID LINE ALSO BEING LOCATED 50.0' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW4, A DISTANCE OF 30.0 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1.4 ACRES, MORE OR LESS.

27 February 2004
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LOWER PLATTE SOUTH NRD
STEVENS CREEK WATERSHED PROJECT

SKYRANCH FARM POND
EASEMENT

SESOSTRIS TEMPLE HOLDING CO.

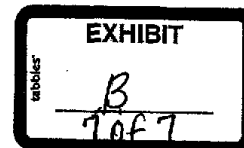
A TRACT OF LAND COMPOSED OF A PORTION OF LOT 11 I.T., LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER (S2SW4), AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE4SW4), ALL LOCATED IN SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE4SW4, THE EAST LINE OF SAID NE4SW4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 25 MINUTES WEST; THENCE SOUTH 72 DEGREES 32 MINUTES WEST A DISTANCE OF 218 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT BEING LOCATED 209 FEET, MORE OR LESS, WEST OF THE EAST LINE OF SAID SW4, AND 67 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID SW4; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO A POINT THAT IS LOCATED 442 FEET, MORE OR LESS, WEST OF THE EAST LINE OF SAID SW4, AND 158 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID SW4; THENCE SOUTH 68 DEGREES 53 MINUTES WEST A DISTANCE OF 261 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1198.0 FEET (NGVD29 DATUM), SAID POINT ALSO BEING LOCATED 686 FEET, MORE OR LESS, WEST OF THE EAST LINE OF SAID SW4, AND 254 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID SW4; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO AN INTERSECTION WITH THE WEST LINE OF THE NE4 OF SAID SW4; THENCE NORTH 00 DEGREES 21 MINUTES WEST, ALONG SAID WEST LINE A DISTANCE OF 463 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID NE4SW4; THENCE SOUTH 89 DEGREES 36 MINUTES EAST, ALONG THE NORTH LINE OF SAID NE4SW4, A DISTANCE OF 1332 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

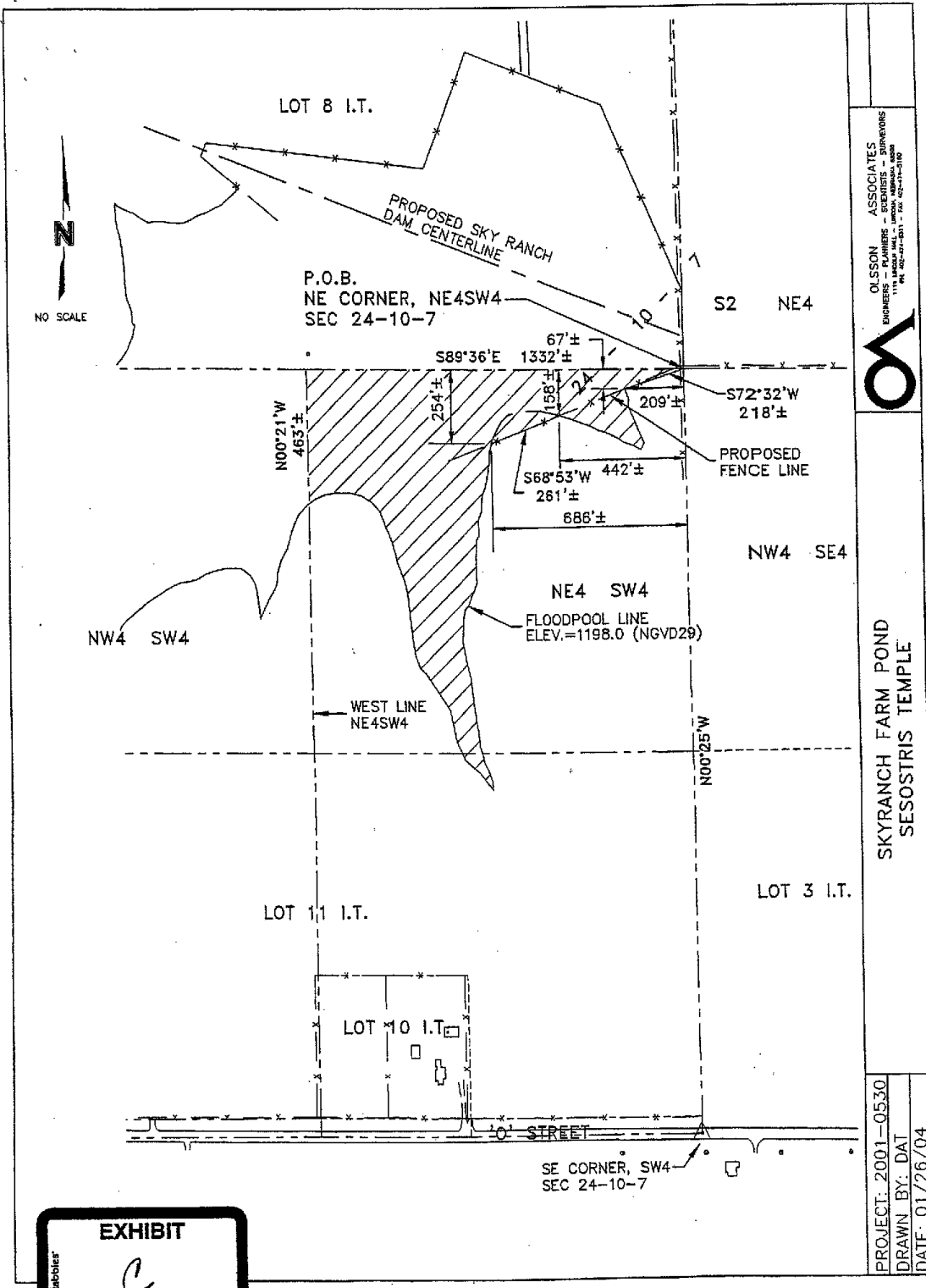
SAID PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 13.1 ACRES, MORE OR LESS.

21 January 2004

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OLSSON ASSOCIATES
 10000 W. 10th Ave. Suite 1000
 Golden, CO 80401
 Phone: 303-440-8101 Fax: 303-440-3100



SKYRANCH FARM POND
 SESOSTRIS TEMPLE

PROJECT: 2001-0530
 DRAWN BY: DAT
 DATE: 01/26/04

EXHIBIT
 C
 4 of 4

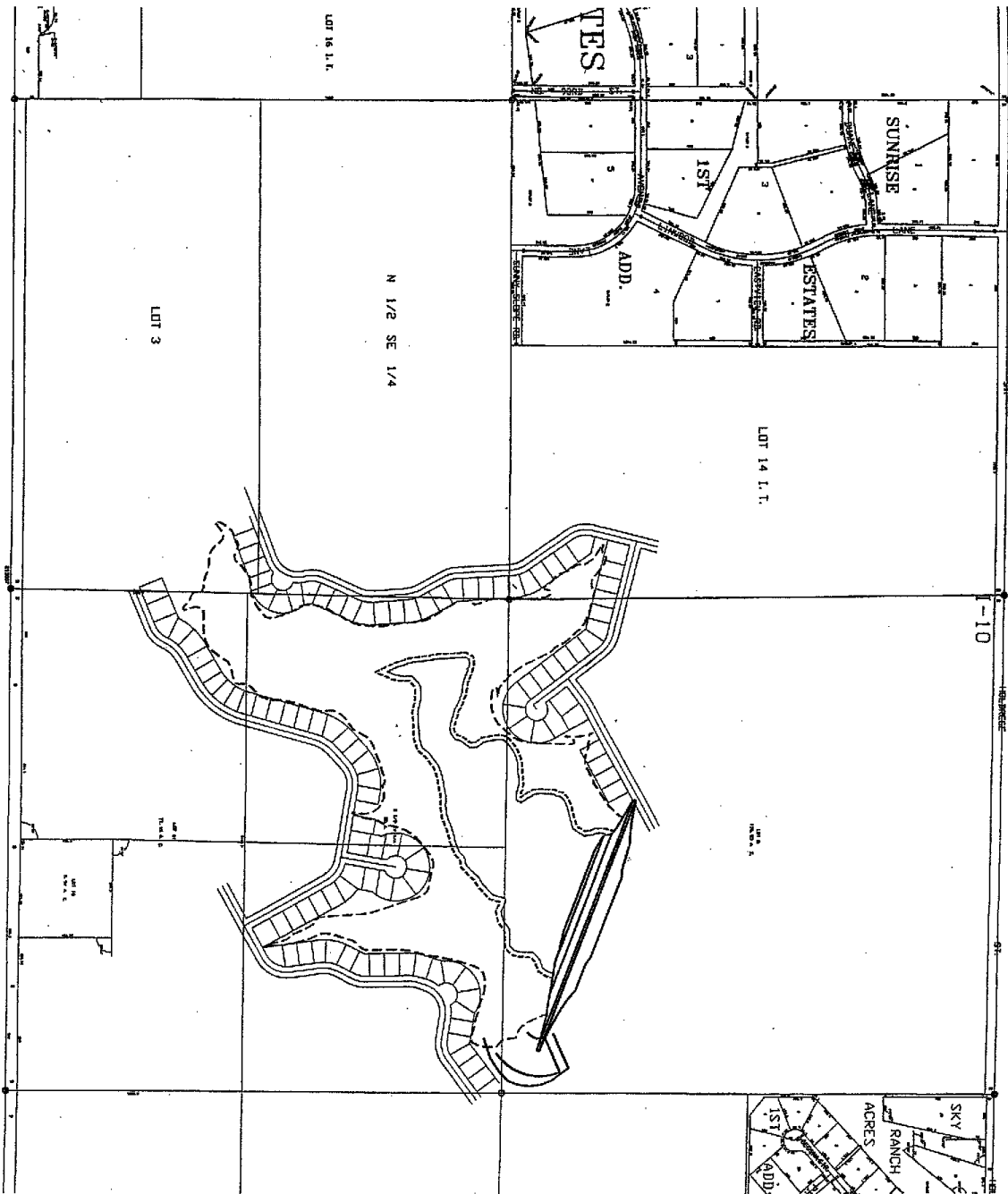


Exhibit "D"

EXHIBIT "E"

Intentionally omitted.

See Lancaster County Court

Case Nos. 04-1794
04-1793
04-1792

for the filed documents.

EXHIBIT "F"

\$833,000 County Court Proceeds

SWR Investments, LLC	\$674,000
Paula J. Metcalf	0
Lincoln Ag-Products C.	0
Thomas O. Meginnis and Karen M. Meginnis	6,200
Richard W. Meginnis and Lisa J. Meginnis	6,200
Daniel H. Meginnis and Jill M. Meginnis	6,200
Mark W. Meginnis	6,200
Ridge Development Company	3,100
Southview, Inc.	3,100
Sesostris Shrine Temple Holding Corp.	128,000
Developments Unlimited, LLP	0
	<u>\$833,000</u>

\$167,000 Additional NRD Funds

SWR Investments, LLC	\$167,000
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ESCROW AGREEMENT

TO: Pinnacle Bank (Escrow Agent)

This Escrow Agreement ("Escrow Agreement") is made and entered into as of this _____ day of _____, 2004, by and between Ridge Development Company, a Nebraska corporation, Southview, Inc., a Nebraska corporation, and Developments Unlimited, LLP, a Nebraska limited liability partnership (collectively "Developers") and Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (the "District").

WHEREAS, on _____, Developers and District entered into the Mutual Settlement Agreement and Release (the "Agreement"); and

WHEREAS, the capitalized terms that are not defined herein are defined in the Agreement; and

WHEREAS, Developers agreed to share the costs of construction of Farm Pond B with District pursuant to the terms of the Agreement ("Developers' Costs"); and

WHEREAS, Developers also agreed to escrow the funds to pay Developers' Costs for their share of the cost of Farm Pond B; and

WHEREAS, Developers desire to enter into this Escrow Agreement to provide for the payment of Developers' Costs.

NOW THEREFORE, it is agreed as follows:

1. Irrevocable Pledge and Assignment of Funds. Pinnacle Bank acknowledges it has accepted an irrevocable pledge and assignment of immediately payable funds in the sum of One Hundred Twenty Percent (120%) of Developers' projected costs of Farm Pond B, from Developer to be held in escrow by Pinnacle Bank, as Escrow Agent, pursuant to the terms of this Escrow Agreement ("Escrow Funds") and the Agreement between the Developer and District, a copy of which is attached hereto and incorporated herein by this reference. Said Escrow Funds shall be held in escrow to be drawn upon by the Escrow Agent to be applied toward Developers' Costs required by the Agreement.

2. Release of Escrow Funds. The Escrow Funds shall be held by Escrow Agent to fund the Developers' Costs as required by the Agreement. By execution of this Escrow Agreement, Developers hereby authorize Escrow Agent, without any further notice or authorization, to draw Escrow Funds, to reimburse District for Developers' Costs, upon receipt of documented payment requests that contain verification from Olsson Associates that the work has been completed in accordance with the requirements set forth in the Agreement.

In the event the Escrow Funds are less than the final actual Developers' Costs, Developers agree to fund the shortfall within thirty (30) days after receipt of written notice from

Exhibit "G"

the Escrow Agent. Upon payment of all of the final actual Developers' Costs, Escrow Agent shall release any remaining Escrow Funds to Developers.

3. Other Escrow Terms. Developers, District and Escrow Agent agree as follows:

a. Escrow Agent shall hold all funds reserved in escrow solely for paying Developers Costs required by the Agreements.

b. Escrow Agent agrees to comply with the delivery instructions stated above. Upon disbursement of all the funds reserved herein, this Escrow Agreement shall terminate.

c. The Escrow Agent's sole responsibility shall be for the safekeeping of funds reserved in escrow and disbursement of such funds in accordance with this Escrow Agreement and the Agreements and the Escrow Agent shall not be required to take any other action with reference to any matters that might arise in connection with such funds or this Escrow Agreement. The Escrow Agent may act upon any written instruction or other instrument, which it in good faith believes to be genuine and what it purports to be. The Escrow Agent shall not be liable to any person for anything that the Escrow Agent may do or refrain from doing in connection herewith unless it is guilty of gross negligence or willful misconduct. The Escrow Agent is not a party to, nor is it bound by, nor does it have to give consideration to the terms or provisions of, even though it may have knowledge of, (i) any agreement or undertaking between the Property Owners or any other party, except as contemplated by this Escrow Agreement; (ii) any agreement or undertaking which may be evidenced or disclosed by this Escrow Agreement; or (iii) any other agreements that may now or in the future be reserved with the Escrow Agent in connection with this Escrow Agreement. The Escrow Agent has no duty to determine or inquire into any happening or occurrence or any performance or failure of performance of the Developers or any other parties with respect to agreements or arrangements with each other or with any other party.

d. If any disagreement should arise among any one or more of the parties hereto or any other party with respect to this Escrow Agreement or any funds reserved in escrow, or if the Escrow Agent is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the absolute right, at its election, to do either or both of the following: (i) withhold or stop all further performance under this Escrow Agreement (save and except the safekeeping of the funds reserved in escrow) and all notice or instructions received in connection herewith until the Escrow Agent is satisfied that all such disagreement has been resolved; or (ii) file a suit in interpleader and obtain an order from a court of appropriate jurisdiction requiring all persons involved to litigate in such court their respective claims rising out of or in connection with any funds reserved with the Escrow Agent pursuant to the provisions hereof.

e. Developers agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees, suffered or incurred by the Escrow Agent in connection with or arising out of this Escrow Agreement, including, but without limiting the generality of the foregoing, a suit in interpleader brought by the Escrow Agent. In the

event the Escrow Agent files a suit in interpleader, it shall ipso facto be fully released and discharged from all obligations further to perform any and all duties or obligations imposed upon it under this Escrow Agreement.

f. Developers shall pay the Escrow Agent's fee of \$ _____ for the services provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first written above.

**RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation**

By: Thomas E White
Thomas E. White
President of Development

By: John C Brager
John C. Brager
President of Construction

Federal I.D. #47-0753353
P.O. Box 22296
Lincoln, NE 68542-2296

**SOUTHVIEW, INC., a Nebraska
corporation**

By: John F. Schleich
John F. Schleich, Vice President

Federal I.D. #47-0754381
8644 Executive Woods Drive
Lincoln, NE 68512

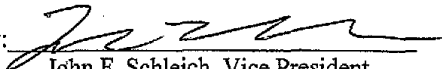
**DEVELOPMENTS UNLIMITED, LLP, a
Nebraska limited liability partnership**

By: **RIDGE DEVELOPMENT
COMPANY, a Nebraska Corporation,
Member**


By: Thomas E White
Thomas E. White
President of Development

By: John C Brager
John C. Brager
President of Construction

By: **SOUTHVIEW, INC.**, a Nebraska Corporation, Member

By: 
John F. Schleich, Vice President

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska

By: 
Title: General Manager

ACCEPTED BY:

PINNACLE BANK

By: _____
Title: _____