

## NOTICE OF SALE OF REAL ESTATE

Recitals

1. Ferne Beasley, Connie L. Hagen, and Arlyn W. Neuhaus, are the record owners of the following described real estate situated in Douglas County, Nebraska, to-wit:

The West Forty (40) acres of the West one-half (W 1/2) of the Section Two (2), Township Fifteen (15), North, Range Eleven (11), East of the 6th P.M., in Douglas County, Nebraska, except the part thereof conveyed to the State of Nebraska by deed recorded in the office of the Register of Deeds of Douglas County, Nebraska, on March 3, 1952, in Book 906 of Deed Records at Page 719.

2. The purpose of this Notice of Sale of Real Estate is to give notice by public record that the named owners have sold the above-described real estate to Cieslik & Sons, Co. by a "Contract for Conditional Sale of Real Estate" with the purchase price being paid by installments and the Warranty Deed for conveyance of the real estate being held in escrow by the Dakota Title Co., Omaha, Nebraska, the Escrow Agent.

Notice

Ferne Beasley, Connie L. Hagen, and Arlyn W. Neuhaus hereby give notice:

1. The above-described real estate has been sold by written "Contract for Conditional Sale of Real Estate" to Cieslik & Sons, Co., by an agreement dated November 1, 1981.

2. The purchase price for the sale of the premises is, according to the terms of the "Contract for Conditional Sale of Real Estate" to be paid for by installments, the last installment payment of which is due and payable on the 1st day of November, 1986, together with interest on the unpaid balance of the principal to the last installment payment date.

3. A Warranty Deed conveying the above-described real estate duly and property executed by the above-named owner to Cieslik & Sons, Co., as grantee, has been delivered to Dakota Title Co., Omaha, Nebraska, and is held in escrow by said Dakota Title Co., Omaha, Nebraska, the Escrow Agent, according to the terms and provisions of the "Contract for Conditional Sale of Real Estate".

Dated this 17<sup>th</sup> day of November, 1981.

Arlyn W. Neuhaus  
Arlyn W. Neuhaus

Ferne Beasley  
Ferne Beasley

Connie L. Hagen  
Connie L. Hagen

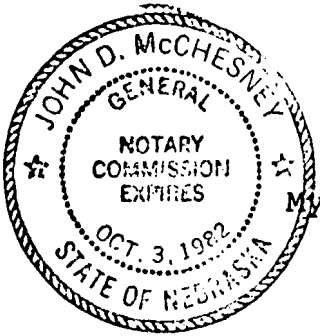
WITNESSED BY:

Howard Chubb

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a Notary Public qualified for said County, personally came Arlyn Neuhaus, Ferne Beasley and Connie L. Hagen, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal on this 17<sup>th</sup> day of November, 1981.



*John D. McChesney*  
Notary Public

My commission expires:

*3 Noice*

RECEIVED  
1981 NOV 25 PM 3:49  
C. HARVEY COSTER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBRASKA

Book 663  
Page 418  
of misc

Fee 25  
Index ✓  
Comped ✓  
N 2-15-11  
2-15-11



(This is a legally binding contract. If not understood, seek legal advice.)

OMAHA BOARD OF REALTORS<sup>®</sup>  
For Exclusive Use of Members Only

BOOK 675 PAGE 434

UNIFORM PURCHASE AGREEMENT

The REALTOR negotiating this agreement is a member of the Omaha Board of REALTORS<sup>®</sup> and as such is governed by its CODE OF ETHICS AND RULES OF FAIR BUSINESS PRACTICE.

Lee L. Lonville, REALTORS Sept. 28, 19 80

I, the undersigned Purchaser, hereby agree to purchase the property described as follows:  
Address 144th West Maple St., Omaha, Nebr.  
Legal Description Traot 1, 10 Acres 10.012 Sec. 2, Township 15 North R. 11 E of the 6th P.M. Douglas County, Nebraska

including all fixtures and equipment permanently attached to said premises. The only personal property included is as follows: none

Subject, however, and on condition that the owner thereof has good, valid and marketable title, in fee simple, and said owner agrees to convey title to said property to me or my nominees by warranty deed or land contract free and clear of all liens, encumbrances or special taxes levied or assessed, except NO exceptions

Subject, however, to all building and use restrictions, utility easements not exceeding 10 feet in width abutting the boundary of said property, and covenants now of record. Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed or now under construction but not yet assessed.

I agree to pay for same Twenty-nine thousand and no/100 (\$ 29,000.00 ) DOLLARS, on the following terms: \$ 500.00 deposited herewith as evidence by your receipt attached below. Balance to be paid only as shown in following paragraphs 4, 5 and 6.

#1 All Cash

Balance of \$ \_\_\_\_\_ to be paid in cash or by certified check at time of delivery of deed, no financing being required.

#2 Conditional Upon Loan

Balance of \$ \_\_\_\_\_ to be paid in cash or by certified check at time of delivery of deed, conditional however, upon my ability to obtain a loan, to be secured by first mortgage, or deed of trust, on above described property in the amount of \$ \_\_\_\_\_. Said loan to be VA \_\_\_\_\_, FHA \_\_\_\_\_, CONVENTIONAL \_\_\_\_\_, P.M.I. \_\_\_\_\_, or VA/FHA \_\_\_\_\_, with terms providing for stated interest not exceeding \_\_\_\_\_% per annum, and monthly payments of approximately \$ \_\_\_\_\_ plus taxes and insurance. Loan origination fee/service fee to be paid by purchaser. I agree to make application for said loan within 5 days of acceptance of this offer. I hereby authorize you to negotiate for a loan on the above basis and I agree to sign all papers and pay all costs in connection therewith, and to establish escrow reserves as required. If said loan is not approved within \_\_\_\_\_ days from date of acceptance hereof, this offer to be null and void, and the money paid herewith to be returned to me. However, if processing of the application has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has in the normal course of its business advised either approval or rejection.

#3 Assume Existing Mortgage

I agree to assume and pay existing mortgage balance in favor of \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ and pay the balance in cash or by certified check at the time of delivery of deed; it being understood that present mortgage terms call for stated interest rate of \_\_\_\_\_% per annum and payments of \$ \_\_\_\_\_ per \_\_\_\_\_. Said payment includes \_\_\_\_\_. Stated interest on existing loan to be prorated to date of closing. I also agree to reimburse the Seller for the amount in the escrow reserve account which is to be assigned to me.

#4 Land Contract

Balance to be evidenced by land contract with present owner, providing for additional cash payment or certified check of \$ 5,500.00 at time of execution of the contract, and remainder \$ 23,000.00 to be paid in monthly payments of \$ 300.00, or more, which monthly payments shall include stated interest at the rate of 11% per annum computed monthly on the unpaid portion of the principal. All other terms and conditions of the land contract to be as mutually agreed.

#5

We will pay \$3,500.00 more cash, on day of closing, and \$2,000.00 more cash not later than 1st, 1981. This \$2,000.00 is over and above our regular 300.00 monthly payments.

#6 Urban Taxes

ALL consolidated real estate taxes which will become delinquent in the year 19 80 will be treated as though all are current taxes, and those taxes and rents, if now rented, shall be pro-rated as of date of possession \_\_\_\_\_.

#7 Rural Taxes

ALL consolidated real estate taxes for the year 19 \_\_\_\_ (based on current assessment and mill levy) and rents, if now rented, shall be pro-rated as of date of possession \_\_\_\_\_.

Possession of said premises shall be delivered to me on or before date of closing deal at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Within 10 days from the date of acceptance of this offer, or loan approval, Seller shall furnish to Purchaser either a complete abstract of title (certified to date by a bonded abstracter) or a title insurance commitment (binder), as determined by Seller. Within ten (10) days thereafter, Purchaser shall deliver to Seller a copy of attorney's opinion, or notice, showing defects, if any, in the title. If title defects are found, Seller, after written notice thereof, shall endeavor to correct the same to Purchaser's satisfaction within a reasonable period of time. If the defects are not cured within a reasonable time, then either Purchaser or Seller may rescind this agreement and Seller shall refund to Purchaser the deposit made hereunder. Purchaser agrees to close said purchase within 10 days after delivery of said abstract of title, or title commitment (binder), or in the event defects are found in said title, within ten (10) days after such defects are cured. The cost of title insurance policy issued in connection with this sale shall be equally divided between Purchaser and Seller. It is understood that the documentary revenue on the conveyance is to be paid for by Seller.

This offer is based upon my personal inspection or investigation of the premises and not upon any representation or warranties of condition by the Seller or his agent. Seller agrees to maintain, until delivery of possession, the heating, air condition, water heater, sewer, plumbing and electrical systems and any built-in appliances in working conditions.

Any risk of loss to the property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on said property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, whereupon Seller shall then refund to Purchaser the deposit made hereunder. Purchaser, except for V.A. loan, agrees to pay the cost of a termite inspection of the house and attached structures, and Seller agrees to pay for any treatment or repair work found necessary. If repairs are found to be needed for issuance of termite warranty, upon completion of repairs, Purchaser agrees to accept said treated real estate.

WITNESS: Lee L. Lonville  
Steven E. Taylor, Purchaser  
Susan M. Taylor, Purchaser  
Address 1697 Nebraska Ave, Phone 455-9117

NAMES FOR DEED: RECEIVED FROM Steven E. and Susan M. Taylor

the sum of Five hundred and no/100 (\$ 500.00 ) DOLLARS (by check )

to apply on the purchase price of the above described property on terms and conditions as stated herein, it being hereby agreed and understood that in the event of the above offer is not accepted by the owner of said property within the time hereinafter specified, or that in the event there are any defects in the title which cannot be cured as specified above, the money hereby paid is to be refunded. In the event of refusal or failure of the purchaser to consummate the purchase, the owner may, at his option, retain the said money hereby paid as liquidated damages for such failure to carry out said agreement of sale, subject to the terms of the listing agreement.

This receipt is not an acceptance of the above offer, it being understood that the above proposition is taken subject to the written approval and acceptance by the owner on or before Oct. 1, 1980

7022 Granddall Ave 571-7363 BY Lee L. Lonville REALTORS<sup>®</sup>  
OFFICE ADDRESS PHONE #

William H Knutson  
One of M.

#5 Continued Seller agrees to build a road ~~from~~ <sup>from</sup> 144th Street to the West to 30 feet West of ~~Seller's~~ the East line of Tract 1. The road to be graded, and covered with a minimum of 2 inches of crushed rock, at the sellers expense. Seller to maintain the road from 144th to the East line of Tract 2 and 4. Road to be completed not later than May 10th, 1981 Road to be at least 50 ft wide

ACCEPTANCE

Omaha, Nebraska, 19 80

The undersigned accept the foregoing proposition on the terms stated and agree to convey title to said property, deliver possession, and perform all the terms and conditions set forth.

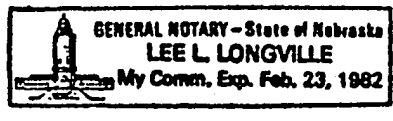
The undersigned further agree to pay to the named REALTORS \$ 700 cash for professional services and understand that this offer is conditioned upon the purchasers' ability to obtain a loan and that \_\_\_\_\_ may be obligated to pay a discount fee of \_\_\_\_\_ per cent of the amount of purchasers' loan.

Receipt of executed copy of this agreement is acknowledged this 29 day of Sept, 1980

Witness Lee L. Longville

Henry Joensfeldt  
SELLER

POOR INSTRUMENT FILED



State of Nebraska )  
County of Douglas ) ss.  
The foregoing Purchase Agreement was acknowledged before the undersigned on Sept 29, 1980, by Henry Joensfeldt

(Seal) Lee L. Longville  
Notary Public

Receipt of executed copy of this instrument is acknowledged this 29 day of Sept, 1980  
Steven E. Taylor  
Susan M. Taylor  
Buyers Names

VA ESCAPE CLAUSE  
AMENDATORY TO SALES CONTRACT OR PURCHASE AGREEMENT  
Dated \_\_\_\_\_, 19\_\_\_\_, on  
property located at \_\_\_\_\_

Handwritten notes: 2-15-11, 1-15-11, Compod, Inbox, 6-25

Handwritten notes: Book 675, Page 434, 25

RECEIVED  
1982 AUG 11 PM 2:03  
CLARENCE COUNTY REGISTER & CLERK

Handwritten note: 3/1

Seller \_\_\_\_\_ Purchaser \_\_\_\_\_  
Seller \_\_\_\_\_ Purchaser \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

PURCHASER PLEASE NOTE

In closing your purchase, we, as agents, are required to have cash, or its equivalent, upon conveyance of title. Please bring cash, certified check or cashier's check for the balance of your payments. This will permit us to deliver papers promptly. If property is to be used as your principal residence, check with County Assessor's Office for a Homestead Exemption Application.

SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing. Seller should insure all personal property remaining on the premises prior to delivering possession.

Steven Taylor  
4697 Kub. Ave.  
104

1986 SEP 16 PM 12:56

OPTION AGREEMENT

GEORGE J. DOBROWICZ  
REGISTRAR OF DEEDS -  
SOUTHERN DISTRICT, NEBR.

OPTION AGREEMENT made this 15<sup>th</sup> day of September, 1986 by and between BRUHN'S PACKING COMPANY, INC., a Nebraska corporation, hereinafter referred to as the SELLER, and PAPIO NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska, hereinafter referred to as the PURCHASER.

For and in consideration of the payment of the sum of Seventeen Thousand Seven Hundred Eighteen and 25/100 DOLLARS (\$17,718.25) by the PURCHASER to the SELLER, the receipt of which is hereby acknowledged, the mutual covenants hereinafter contained, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. INITIAL GRANT OF OPTION. The SELLER does hereby grant to the PURCHASER the exclusive option to purchase, upon the terms and conditions hereinafter set forth, a permanent easement over property of the SELLER situated in the County of Douglas, State of Nebraska, the property over which such easement would be granted being a tract of land in the West half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, containing 41.690 acres, and being more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by reference.

2. FORM OF THE EASEMENT. The permanent easement to which this agreement applies shall be in the form as set forth in the ADDENDUM at the foot of this agreement.

3. SELLER'S WARRANTIES. Seller warrants that it has good and marketable title to the property, free and clear of all liens and encumbrances, except current year taxes which the SELLER agrees to pay; that SELLER has legal power and lawful authority to convey this permanent easement to PURCHASER; and, that SELLER will defend PURCHASER'S title to this permanent easement against the lawful claims of all persons.

4. OPTION PRICE. The initial option shall continue from the date of the execution of this agreement and shall expire at 12:01 A.M. CST on September 15, 1987. If the PURCHASER exercises the initial option on or before such expiration date the purchase price for the permanent easement shall be the sum of One Hundred Seventy-Seven Thousand One Hundred Eighty-Two and 50/100 Dollars (\$177,182.50), less the aforementioned sum paid as consideration for this agreement, which sum shall be credited to the purchase price. If the PURCHASER does not timely exercise this initial option, it shall lose all further rights or claims to the property, and to the consideration paid for this agreement, except as otherwise provided below in paragraph 5.

177,182.50  
D

789 40 50  
8-15  
B

5. **ADDITIONAL OPTION.** If the PURCHASER does not elect to purchase the permanent easement as provided above in paragraph 4, nevertheless, if, on or before September 15, 1987, the PURCHASER shall make an additional payment of the sum of Seventeen Thousand Seven Hundred Eighteen and 25/100 Dollars (\$17,718.25) to the SELLER, the PURCHASER shall have an additional exclusive option to purchase the permanent easement, hereinafter referred to as "the additional option". The additional option shall continue from the date of such additional payment and shall expire at 12:01 AM CST on September 15, 1988; and, if on or before such expiration date, the PURCHASER exercises the additional option, the purchase price shall be the sum of One Hundred Seventy-Seven Thousand One Hundred Eighty-Two and 50/100 Dollars (\$177,182.50), less the sums paid for the additional option and less the sums paid for the option provided in paragraph 4. If the PURCHASER does not timely exercise the additional option, it shall lose all further rights or claims to the consideration paid for the additional option, to the consideration paid for the option provided in paragraph 4, and to the property.

6. **EXERCISE OF OPTION.** The initial option or the additional option shall be exercisable only by the mailing by the PURCHASER of written notice to the SELLER by certified mail, addressed to the SELLER at the address set forth in paragraph 8 of this option agreement. Closing of the purchase transaction under this option agreement shall take place at the principal office of the PURCHASER on the 45th day after the mailing to the SELLER of such written notice of exercise (or on the next business day if such 45th day is a Saturday, Sunday, or legal holiday). At the closing, the SELLER shall execute the permanent easement in the above-described form and deliver the same to the PURCHASER, and the PURCHASER shall deliver to the SELLER the balance of the purchase price.

7. **ABSTRACT OF TITLE/TITLE INSURANCE.** Within 30 days after the execution of this option agreement, the SELLER shall deliver to the PURCHASER an abstract of title covering the property, continued down to the date of this agreement, or a title insurance binder, showing SELLER'S title to be good and marketable or insurable, and, in the case of a title insurance binder, insuring the PURCHASER'S title to the permanent easement. The PURCHASER then shall have 30 days in which to examine the abstract or title insurance binder. If the abstract of title or title insurance binder fails to disclose the title of the SELLER to be good and marketable or insurable, the PURCHASER shall notify the SELLER in writing of any defects within such 30-day period, and the SELLER shall have a reasonable time in which to make its title good and marketable or insurable, and shall use due diligence in an effort to do so. If, after using due diligence, the SELLER is unable to make its title good and marketable or insurable within such reasonable time, the PURCHASER shall have the option either to accept the permanent easement with the SELLER'S title in its existing condition with no further obligation on the part of the SELLER to correct the

defect, or to cancel this option agreement. If this option agreement is thus cancelled, all money paid by the PURCHASER to the SELLER pursuant to this option agreement shall be returned to the PURCHASER, and this option agreement shall terminate without further obligation of either party to the other.

8. The mailing address of the Seller is: RR- Box 3164-Elkhorn, NE.

IN WITNESS WHEREOF, the parties have set their hands the date first above written.

PAPIO NATURAL RESOURCES DISTRICT,  
Purchaser

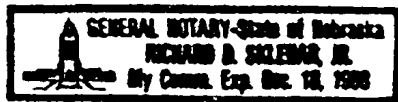
By Steve J. Oltman  
General Manager

BRUHN'S PACKING COMPANY, INC.,  
Seller

By Jacqueline Bruhn Polan  
President

State of Nebraska )  
County of Douglas ) ss.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1986 by the above-named Jacqueline Bruhn Polan, President of Bruhn's Packing Company, Inc., a Nebraska corporation, on behalf of the corporation.



Richard D. Szelmer, Jr.  
Notary Public

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ADDENDUM  
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## PAPIO NATURAL RESOURCES DISTRICT

STORAGE & FLOWAGE  
EASEMENT

## SITE D-18 PAPILLION CREEK PROJECT

Pursuant to the OPTION AGREEMENT between the parties, dated September 15, 1986 and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to BRUHN'S PACKING COMPANY, INC., A Nebraska corporation (hereinafter referred to as GRANTOR) by the PAPIO NATURAL RESOURCES DISTRICT (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon the tract of land in the West Half of the Northeast Quarter and the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, State of Nebraska, more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "the easement area") for the purpose of and in connection with the construction, operation, maintenance and inspection of a grade stabilization structure designated as D-18, in the plans for the Papillion Creek Watershed; for the flowage of any waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment that are impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the easement area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the easement area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction, the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure, and the right of the GRANTEE to construct and maintain fences enclosing such portions of the easement area (except the West four hundred feet (W. 400') thereof) as the GRANTEE determines necessary for public safety or preservation of the GRANTEE'S improvements contemplated by this easement; provided that, the exercise by the GRANTEE of such rights shall not encroach on the exercise by the GRANTOR of the rights reserved as provided below in sub-paragraph 2(b).

A diagram showing the approximate configuration and location of grade stabilization structure D-18 is attached hereto as Exhibit B and incorporated herein by reference.



In the event construction on the grade stabilization structure is not commenced within fifty (50) years from the date hereof, the rights and privileges herein granted shall revert to and become the property of the GRANTOR, its successors and assigns.

The rights and privileges herein granted shall be subject to the following terms and conditions:

(1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646.

(2) (a) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the easement area at any time, in any manner and for a purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the right and privilege herein granted.

(b) For itself, and for its successors and assigns, GRANTOR specifically reserves the right to construct, operate and maintain pedestrian and vehicular roads and bridges in the West four hundred feet (W.400') of the easement area for the purpose of providing access and egress for subdivision purposes to land of the Grantor South of and contiguous to the easement area, provided that no such road or bridge structure shall obstruct the flow of water in, to or from the easement area nor reduce the water and sediment detention and storage capacity of the easement area, and, provided further, that GRANTEE shall not be liable for any damages to any such road or bridge in the West four hundred feet (W. 400') of the easement area caused by flooding or other water damage thereto.

(3) GRANTOR warrants that it has good and marketable title to the property, free and clear of all liens and encumbrances, except current year taxes which the GRANTOR agrees to pay; that GRANTOR has legal power and lawful authority to convey this permanent easement to GRANTEE and, that GRANTOR will defend GRANTEE'S title to this permanent easement against the lawful claims of all persons.



A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S 87°38'37" W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 132.00 FEET; THENCE S 02°02'59" E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S 87°38'37" W ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 268.00 FEET; THENCE S 02°02'59" E, 288.00 FEET; THENCE S 70°42'22" W, 138.19 FEET; THENCE S 81°51'07" W, 197.27 FEET; THENCE N 71°29'14" W, 188.81 FEET; THENCE N 74°27'35" W, 96.92 FEET; THENCE S 39°37'17" E, 39.16 FEET; THENCE S 54°11'57" W, 94.12 FEET; THENCE S 02°21'23" E, 340.87 FEET; THENCE S 86°46'37" W, 102.45 FEET; THENCE N 74°35'23" W, 96.00 FEET; THENCE S 80°15'37" W, 100.00 FEET; THENCE S 68°01'57" W, 21.23 FEET; THENCE N 02°21'57" W, 219.25 FEET; THENCE S 73°13'19" W, 195.31 FEET; THENCE S 74°26'04" W, 177.13 FEET; THENCE S 86°53'32" W, 135.02 FEET; THENCE S 68°01'31" W, 199.55 FEET; THENCE S 78°53'28" W, 314.26 FEET; THENCE N 37°11'29" W, 42.78 FEET; THENCE N 05°57'28" E, 44.99 FEET; THENCE S 56°58'23" W, 46.25 FEET; THENCE N 34°12'14" W, 57.53 FEET; THENCE S 50°35'51" W, 54.95 FEET; THENCE N 79°59'37" W, 147.85 FEET; THENCE S 67°07'38" E, 156.60 FEET; THENCE S 09°16'06" W, 316.22 FEET; THENCE S 04°15'57" W, 158.23 FEET; THENCE S 24°27'18" E, 95.10 FEET; THENCE S 51°39'00" W, 130.00 FEET; THENCE S 01°55'56" E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SAID SECTION 2, 34.40 FEET; THENCE N 54°26'00" E, 168.38 FEET; THENCE S 04°59'17" W, 30.93 FEET; THENCE S 39°37'26" W, 142.64 FEET; THENCE S 08°27'56" W, 66.91 FEET; THENCE N 50°59'36" E, 202.93 FEET; THENCE N 63°56'25" E, 284.04 FEET; THENCE N 65°17'01" E, 168.15 FEET; THENCE N 80°01'08" E, 228.42 FEET; THENCE N 65°02'21" E, 120.62 FEET; THENCE S 41°45'00" E, 54.38 FEET; THENCE S 19°37'52" E, 56.20 FEET; THENCE N 03°32'33" E, 45.32 FEET; THENCE N 07°52'28" E, 58.61 FEET; THENCE N 88°51'21" E, 194.33 FEET; THENCE N 74°57'19" E, 137.53 FEET; THENCE S 44°29'58" E, 88.21 FEET; THENCE N 15°24'44" E, 85.45 FEET; THENCE N 77°06'17" E, 139.71 FEET; THENCE S 75°40'15" E, 149.94 FEET; THENCE S 66°06'52" E, 72.61 FEET; THENCE S 43°58'35" E, 78.78 FEET; THENCE N 48°53'40" E, 109.94 FEET; THENCE N 80°43'17" E, 143.02 FEET; THENCE S 43°16'17" E, 168.78 FEET; THENCE S 18°35'22" E, 203.99 FEET; THENCE S 06°00'45" E, 182.53 FEET; THENCE S 08°36'49" E, 344.32 FEET; THENCE S 05°02'59" W, 70.66 FEET; THENCE N 13°40'41" E, 71.76 FEET; THENCE N 83°24'55" E, 63.92 FEET; THENCE S 53°06'31" E, 16.04 FEET; THENCE N 33°32'30" E, 14.13 FEET; THENCE N 21°17'07" E, 274.78 FEET; THENCE N 15°50'43" E, 235.31 FEET; THENCE N 06°10'58" E, 228.50 FEET; THENCE N 87°57'01" E, 61.14 FEET; THENCE N 02°02'59" W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, 802.38 FEET; THENCE S 87°57'01" W, 132.00 FEET; THENCE N 02°02'59" W, 330.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.690 ACRES MORE OR LESS.





BK 0809 PG 231



MISC 1987 05608

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OPTION AGREEMENT

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

OPTION AGREEMENT made this 20<sup>th</sup> day of MARCH, 1987 by and between BRUHN'S PACKING COMPANY, a Nebraska corporation, and Wayne T. Fober and Jean L. Fober, husband and wife, hereinafter collectively referred to as the SELLER, and PAPIO NATURAL RESOURCES DISTRICT, a sub-division of the State of Nebraska, hereinafter referred to as the PURCHASER.

For and in consideration of the payment of the sum of Two Thousand One Hundred and 00/100 DOLLARS (\$2,100.00) by the PURCHASER to the SELLER, the receipt of which is hereby acknowledged, the mutual covenants hereinafter contained, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. **GRANT OF OPTION.** The SELLER does hereby grant to the PURCHASER the exclusive option to purchase, upon the terms and conditions hereinafter set forth, a permanent easement over property of the SELLER situated in the County of Douglas, State of Nebraska, the property over which such easement would be granted being a tract of land in the North half of Section 2, Township 15 North, Range 11 East, of the 6th P.M. Douglas County, Nebraska, containing 1.90 acres, and being more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by reference.

2. **FORM OF THE EASEMENT.** The permanent easement to which this agreement applies shall be in the form as set forth in the ADDENDUM at the foot of this agreement.

3. **SELLER'S WARRANTIES.** Seller warrants that it has good and marketable title to the property, free and clear of all liens and encumbrances, except current year taxes which the SELLER agrees to pay; that SELLER has legal power and lawful authority to convey this permanent easement to PURCHASER: and, that SELLER will defend PURCHASER'S title to this permanent easement against the lawful claims of all persons.

4. **OPTION PRICE.** The option shall continue from date of execution of this agreement and shall expire at 12:01 A.M. CST on MARCH, 20, 1988. If the PURCHASER exercises the option on or before such expiration date, the purchase price for the permanent easement shall be the sum of Twenty-One Thousand and 00/100 Dollars (\$21,000.00), less the aforementioned sum paid as consideration for this agreement, which sum shall be credited to the purchase price. If the PURCHASER does not timely exercise this option, it shall lose all further rights or claims to the property, and to the consideration paid for this agreement.

5. **EXERCISE OF OPTION.** The option shall be exercisable only by the mailing by the PURCHASER of written notice of exercise to the SELLER by certified mail, addressed to the SELLER at the address set forth in paragraph 6 of this option agreement. Closing of the purchase transaction under this option agreement shall take place at the principal office of the PURCHASER on the 45th day after the mailing to the SELLER of such written notice of exercise (or on the next business day

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A D D E N D U M

## PAPIO NATURAL RESOURCES DISTRICT

## STORAGE AND FLOWAGE

## EASEMENT

## SITE D-18 PAPIILLION CREEK PROJECT .

Pursuant to the OPTION AGREEMENT between the parties, dated MARCH 20, 1987 and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to BRUHN'S PACKING COMPANY, A Nebraska corporation and Wayne T. Fober and Jean L. Fober, husband and wife, (hereinafter collectively referred to as GRANTOR) by the PAPIO NATURAL RESOURCES DISTRICT (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon the tract of land in the North Half of Section 2, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, State of Nebraska, more particularly described in the legal description attached, hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "the easement area") for the purpose of and in connection with the construction, operation, maintenance and inspection of a grade stabilization structure designed as D-18, in the plans for the Papillion Creek Watershed; for the flowage of any waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment that are impounded, stored or



detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the easement area for the purpose of construction, inspection, maintenance, the right of the GRANTEE to control vegetation and insects in the easement area, and the right of the GRANTEE to construct and maintain fences enclosing such portions of the easement area as the GRANTEE determines necessary for public safety or preservation of the GRANTEE'S improvements contemplated by this easement.

In the event construction on the grade stabilization structure is not commenced within (50) fifty years from the date hereof, the rights and privileges herein granted shall revert to and become the property of the GRANTOR, its successors and assigns.

The rights and privileges herein granted shall be subject to the following terms and conditions:

(1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE is not required by law or by this easement to

undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646.

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the easement area at any time, in any manner and for a purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the right and privilege here granted.

(3) GRANTOR warrants that it has good and marketable title to the property, free and clear of all liens and encumbrances, except current year taxes which the GRANTOR agrees to pay; that GRANTOR has legal power and lawful authority to convey this permanent easement to GRANTEE and, that GRANTOR will defend GRANTEE'S title to this permanent easement against the lawful claims of all persons.

(4) GRANTOR shall not be responsible for operation and maintenance of the improvements contemplated by this easement.

(5) No excavation, filling or boring shall be done in the easement area without the prior consent of the GRANTEE.

(6) The easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

(7) It is understood that no promises, verbal agreements, or understanding except as herein noted have been made or will be honored by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_

BRUHN'S PACKING CO., GRANTOR

Grantor - Wayne T. Fober

\_\_\_\_\_

By \_\_\_\_\_

Grantor - Jean L. Fober

President

State of Nebraska)

)ss

County of Douglas)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 19\_\_ by the above-named \_\_\_\_\_, President of Bruhn's Packing Company, Inc., a Nebraska Corporation, on behalf of the corporation.

---

Notary Public

State of Nebraska)

)ss

County of Douglas)

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, a Notary Public in and for said County, personally came the above named Wayne T. Fober and Jean L. Fober, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as GRANTOR and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the Date last aforesaid.

---

Notary Public

LEGAL DESCRIPTION

TRACT "A"

PAPILLION CREEK WATERSHED STRUCTURE SITE D-18

A PART OF THE WEST 269 FEET OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND PART OF THE EAST 50 FEET OF THE NORTH 701 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 11 EAST, THENCE NORTH  $87^{\circ}38'37''$  EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 263 FEET; THENCE SOUTH  $2^{\circ}21'23''$  EAST, 367.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $2^{\circ}21'23''$  EAST, 340.87 FEET TO THE CENTER LINE OF A CREEK; THENCE ALONG THE CENTER LINE OF A CREEK ON THE FOLLOWING FOUR COURSES; SOUTH  $86^{\circ}46'37''$  WEST, 102.45 FEET; THENCE NORTH  $74^{\circ}35'23''$  WEST, 96.00 FEET; THENCE SOUTH  $80^{\circ}15'37''$  WEST, 100.00 FEET; THENCE SOUTH  $68^{\circ}01'57''$  WEST, 21.23 FEET; THENCE NORTH  $2^{\circ}21'57''$  WEST, 219.25 FEET; THENCE NORTH  $72^{\circ}18'22''$  EAST, 177.97 FEET; THENCE NORTH  $62^{\circ}21'48''$  EAST, 156.38 FEET TO THE POINT OF BEGINNING CONTAINING 1.906 ACRES MORE OR LESS.

EXHIBIT 'A'



BK 0834 PG 007



MISC 1987 20852

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FIRST AMENDMENT TO OPTION AGREEMENT

This FIRST AMENDMENT TO OPTION AGREEMENT is made this 9th day of December, 1987 by and between BRUHN'S PACKING COMPANY, a Nebraska corporation, hereinafter referred to as the SELLER, and PAPIO NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska, hereinafter referred to as the PURCHASER.

WHEREAS, an OPTION AGREEMENT was made on September 15, 1986 by and between the parties and recorded in Miscellaneous Book 789 at Page 8, of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska;

WHEREAS, such OPTION AGREEMENT granted to the SELLER the exclusive option to purchase a permanent easement over property of the SELLER in the West half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, containing 41.690 acres, and being more particularly described in the legal description attached to such OPTION AGREEMENT as Exhibit A and incorporated therein by reference; and,

WHEREAS, the OPTION AGREEMENT erroneously described the SELLER as BRUHN'S PACKING COMPANY, INC., a Nebraska corporation, when in fact the correct name of the SELLER is BRUHN'S PACKING COMPANY, a Nebraska corporation,

NOW, THEREFORE, the parties do hereby agree that the OPTION AGREEMENT and the ADDENDUM attached thereto should be amended and corrected to reflect the correct name of the SELLER, and that the OPTION AGREEMENT should be and is ratified and confirmed in all other respects.

IN WITNESS WHEREOF, the parties have set their hands the date first above written.

PAPIO NATURAL RESOURCES DISTRICT,  
Purchaser

By [Signature]  
General Manager

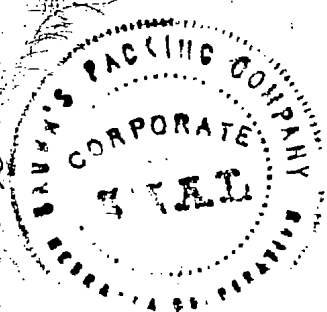
BRUHN'S PACKING COMPANY, Seller

By [Signature]  
President

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PG 7-8 N \_\_\_\_\_ DEL  MC Be  
OF Misc COMP \_\_\_\_\_ F/B \_\_\_\_\_

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1987 DEC -9 PM 3:00

GEORGE J. DUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.



20854 map

State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing FIRST AMENDMENT TO OPTION AGREEMENT was acknowledged before me this 9th day of December, 1987 by the above-named Jaqueline C. Polans, President of Bruhn's Packing Company, a Nebraska corporation, on behalf of the corporation.



Marge Christie  
Notary Public



C98-1230



2083 542 DEED



02580 98 542

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RICHARD N. TAKECHI  
REGISTERED DEEDS  
DOUGLAS COUNTY, NE

WARRANTY DEED

SOPHIE C. SASS, a single person, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, received from GRANTEE, CELEBRITY HOMES, INC., conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

NW/NW  
SW

West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Two (2), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, except a strip of land lying across the western part of the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the northwest corner of said Section 2; thence southerly on the West line of the Northwest Quarter of said Section 2, a distance of 2,632.9 feet to the southwest corner of said Northwest Quarter; thence easterly on the South line of said Northwest Quarter a distance of 40.0 feet; thence northerly on a line 40.0 feet easterly from and parallel to said west line a distance of 2,529.2 feet; thence northeasterly a distance of 93.3 feet to a point 100.00 feet easterly from said West line; thence northerly on a line 100.1 feet easterly from and parallel to said West line a distance of 33.0 feet to a point on the North line of said Northwest Quarter; thence westerly on said North line a distance of 100.0 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances except easements and restrictions of record, and except for any lien for real estate taxes;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed February 26, 1998.

2083 FEE 5.50 FB 01-60000  
BKP 2-15-11 C/O COMP MB  
DEL SCAN old EV

Sophie C. Sass  
SOPHIE C. SASS

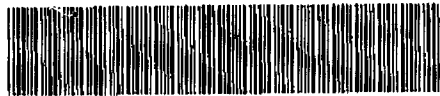
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STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me on February 26, 1998, by SOPHIE C. SASS.

GENERAL NOTARY - State of Nebraska  
PATRICIA DOWSETT  
My Comm. Exp. July 17, 1999

Patricia Dowsett  
Notary Public



2121 527 DEED



06456 99 527-528

Nebr Doc Stamp Tax

5/20/99 Date

\$38.50

By JW

RICHARD REGISTER OF DEEDS DOUGLAS COUNTY, NE

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Bruhn's Packing Company, a Nebraska corporation, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEEES, does grant, bargain, sell, convey and confirm unto Celebrity Homes, Inc., a Nebraska corporation, herein called the GRANTEE whether one or more, the following described real property in Douglas County, Nebraska:

See Exhibit "A" attached hereto and made a part hereof.

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

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

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

DATED THIS 12th day of May, 1999.

Bruhn's Packing Company, a Nebraska corporation

By Jacqueline E. Polan, President

STATE OF NEBRASKA ) )ss. COUNTY OF DOUGLAS )

6456 H

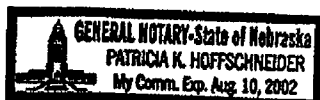
FEE 10 FB 01-60006 BKP 21511 C/O V COMP DEL SCAN FV

On this 12th day of May, 1999, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Jacqueline E. Polan, President of Bruhn's Packing Company, a Nebraska corporation, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal the day and year last above written.

Patricia K. Hoffschneider NOTARY PUBLIC

My commission expires the 8th day of August, 2002.



C99-2416 (35)

EXHIBIT "A"

Except part taken for road purposes; the West Half of the Northeast Quarter and the East half of the Northwest Quarter of Section 2, Township 15 North, Range 11, East of the 6th P.M., in Douglas County, Nebraska;

EXCEPT;

A parcel of land in the North East Corner of the West 1/2 of the North East 1/4 of Section 2, Township 15, Range 11 East of the 6th P.M.

Beginning 33 feet South of the North East Corner of West 1/2 of the North East 1/4 of Section 2, Township 15, Range 11, East of the 6th P.M.; thence South 330 feet; thence West 132 feet; thence North 330 feet; thence East 132 feet to the place of beginning containing 1 acres;

EXCEPT;

Part of the West 269 feet of the North 710 feet of the Northeast Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and part of the East 50 feet of the North 701 feet of the Northwest Quarter of said Section 2 more closely described as:

*NE NW  
SE NW*

*SW NE  
NW NE*

Beginning at the North Quarter Corner of Section 2, Township 15 North, Range 11 East, thence 90° East assumed bearing, along the north section line 263.0 feet, thence South 0° East 708.00 feet to the center line of a creek, thence South 89°8' West 102.45 feet to the centerline of the creek, thence North 72°14'W 96.0 feet to the centerline of the creek, thence South 82°37' W 100.0 feet to the center of the creek, thence South 70°23'20" W 21.23 feet to the center of the creek, thence North 0°0'20" E 700.13 feet to the north section line, thence South 89°59'40" E 50.00 feet to the point of beginning. Containing 5.008 acres, including the county road right of way.

Above description is subject to an easement for passage of farm equipment along the north bank of the creek, described as follows: "from a point on the west line of the tract located 590 feet south of the section line thence easterly to a point on the east line of above described tract located 635 feet south of the section line, thence 25 feet south along the east property line, thence westerly to a point on the west line of the above described tract located 660 feet south of the section line."

AND EXCEPT;

A tract of land located in the SW1/4 of the NE1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said SW1/4 of the NE1/4 of Section 2; thence S89°18'07" W (assumed bearing) along the South line of said NE1/4 of Section 2, a distance of 1013.29 feet; thence N00°41'53"W, a distance of 170.74 feet; thence N40°09'26"E, a distance of 655.82 feet; thence N46°25'41'E, a distance of 55.94 feet; thence N26°51'24", a distance of 50.00 feet; thence S63°08'36"E, a distance of 221.54 feet; thence N26°51'24"E, a distance of 104.19 feet; thence N35°28'13"E, a distance of 14.13 feet; thence N23°12'42"E, a distance of 274.78 feet; thence N17°46'18"E, a distance of 235.31 feet; thence N08°06'33"E, a distance of 228.50 feet; thence N89°52'36"E, a distance of 61.14 feet to a point on the East line of said SW1/4 of the NE1/4 of Section 2, thence S00°06'43" E along said East line of the SW1/4 of the NE1/4 of Section 2, a distance of 1450.12 feet to the point of beginning.



BK 2170 PG 679-681



DEED 2000 17785

Nebr Doc Stamp Tax
12-29-00
Date
EXOS
By <i>CL</i>

RICHARD N. TARNICK  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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### CORPORATION WARRANTY DEED

Celebrity Homes, Inc., a Nebraska corporation, GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration received from GRANTEE, Celebrity Townhomes, L.L.C., a Nebraska limited liability company, conveys to GRANTEE, the following described real estate (as defined in NEB. REV. STAT. § 76-201):

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

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR

- a. is lawfully seized of such real estate and that it is free from encumbrances, except easements, reservations, covenants and restrictions of record;
- b. has legal power and lawful authority to convey the same; and
- c. warrants and will defend title to the real estate against the lawful claims of all persons.

Transaction is exempt from Documentary Stamp Tax pursuant to NEB. REV. STAT. § 76-902(5)(b).

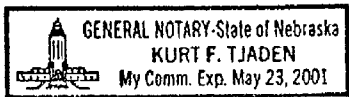
Executed: 12/29/00

CELEBRITY HOMES, INC., a Nebraska corporation, Grantor

By: *Gale L. Larsen*  
Gale L. Larsen, President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing Corporation Warranty Deed was acknowledged before me on the 29 day of December, 2000, by Gale L. Larsen in his capacity as President of Celebrity Homes, Inc. and on behalf of the Corporation.



*Kurt F. Tjaden*  
Notary Public

RETURN: *Celebrity Homes*  
*14002 L ST*  
*Omaha Ne 68137*

133250

<u><i>15</i></u>	FEE	<u>          </u>	FB	<u>          </u>
<u><i>3</i></u>	BKP	<u>          </u>	C/O	<u>          </u>
<u><i>1</i></u>	DEL	<u>          </u>	SCAN	<u><i>12</i></u>
			FV	<u>          </u>

LEGAL DESCRIPTION  
WESTIN HILLS WEST (PROPOSED)  
PARCEL "A"

A tract of land located in the NW 1/4 of Section 2, Township 15 North, Range 11 East of the 6th PM, Douglas County, Nebraska, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 2; thence S00°25'48"E ( assumed bearing) along the East line of said NW 1/4 of Section 2, a distance of 33.00 feet to a point on the South right-of-way line of Fort Street; thence S89°35'22"W along said South right-of-way line of Fort Street, a distance of 49.96 feet; thence S00°25'28"E along said South right-of-way line of Fort Street, a distance of 17.00 feet to the point of beginning; thence S00°25'28"E, a distance of 431.00 feet to a point on the Northerly line of Papillion Creek Watershed Structure Site D-18; thence S75°09'48"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 195.31 feet; thence S76°22'33"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 177.13 feet; thence S88°50'01"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 135.02 feet; thence S69°58'00"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 199.55 feet; thence N88°20'33"W, a distance of 219.46 feet; thence N74°46'02"W, a distance of 361.67 feet; thence N17°28'37"E, a distance of 151.04 feet; thence N72°31'23"W, a distance of 49.60 feet; thence N00°25'48"W, a distance of 324.52 feet to a point on said South right-of-way line of Fort Street; thence N89°35'22"E along said South right-of-way line of Fort Street, a distance of 1252.98 feet to the point of beginning.

Said tract of land contains an area of 15.090 acres, more or less.

EXHIBIT "A"

LEGAL DESCRIPTION  
WESTIN HILLS WEST (PROPOSED)  
PARCEL "B"

A tract of land located in the NW 1/4 of Section 2, Township 15 North, Range 11 East of the 6th PM, Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 2; thence N89°35'22"E ( assumed bearing) along the North line of said NW 1/4 of Section 2, a distance of 76.74 feet; thence S00°24'38"E, a distance of 60.00 feet to the point of intersection of the South right-of-way line of Fort Street and the East right-of-way line of 156th Street, said point also being the point of beginning; thence N89°35'22"E along said South right-of-way line of Fort Street, a distance of 272.89 feet; thence N00°24'38"W along said South right-of-way line of Fort Street, a distance of 10.00 feet; thence N89°35'22"E along said South right-of-way line of Fort Street, a distance of 852.04 feet; thence S00°24'38"E, a distance of 302.96 feet; thence Southeasterly on a curve to the left with a radius of 415.86 feet, a distance of 231.29 feet, said curve having a long chord which bears S16°20'39"E, a distance of 228.32 feet; thence Southeasterly on a curve to the right with a radius of 219.99 feet, a distance of 69.23 feet, said curve having a long chord which bears S23°15'44"E, a distance of 68.94 feet; thence N75°45'12"E, a distance of 25.00 feet; thence S76°31'00"E, a distance of 149.67 feet to a point on the Westerly line of Papillion Creek Watershed Structure Site D-18; thence S11°12'35"W along said Westerly line of Papillion Creek Watershed Structure Site D-18, a distance of 299.97 feet; thence S06°12'26"W along said Westerly line of Papillion Creek Watershed Structure Site D-18, a distance of 158.23 feet; thence S22°30'49"E along said Westerly line of Papillion Creek Watershed Structure Site D-18, a distance of 90.48 feet; thence S55°43'06"W, a distance of 133.77 feet; thence N38°59'37"W, a distance of 0.37 feet; thence Northwesterly on a curve to the right with a radius of 275.00 feet, a distance of 32.25 feet, said curve having a long chord which bears N35°38'01"W, a distance of 32.24 feet; thence S57°43'35"W, a distance of 25.00 feet; thence S82°14'30"W, a distance of 114.28 feet; thence S65°26'05"W, a distance of 91.02 feet; thence S76°34'17"W, a distance of 100.58 feet; thence S80°57'37"W, a distance of 347.54 feet; thence S88°28'45"W, a distance of 89.06 feet; thence N79°05'22"W, a distance of 100.86 feet; thence N68°56'02"W, a distance of 62.26 feet; thence N89°59'09"W, a distance of 71.08 feet; thence S00°00'51"W, a distance of 91.99 feet; thence N89°59'09"W, a distance of 270.00 feet to a point on said East right-of-way line of 156th Street; thence along said East right-of-way line of 156th Street on the following described courses; thence N00°00'51"E, a distance of 1087.26 feet; thence S89°59'09"E, a distance of 10.00 feet; thence N00°00'51"E, a distance of 269.74 feet; thence N40°02'12"F, a distance of 26.72 feet to the point of beginning.

Said tract of land contains an area of 38.147 acres, more or less.

EXHIBIT "B"



BK 2179 PG 347-353



DEED 2001 05142

Nebr Doc Stamp Tax
6.201
Date
\$ 5.80
By

RICHARD N TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

01 MAY -2 AM 11:34

RECEIVED

FEE 99.50 FB See attached

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_

DEL \_\_\_\_\_ SCAN ck FV \_\_\_\_\_

WARRANTY DEED

Celebrity Townhomes, L.L.C., a Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration received from GRANTEE, Celebrity Townhomes, Inc., a Nebraska corporation, conveys to GRANTEE the following described real estate (as defined in NEB. REV. STAT. §76-201):

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

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR

- (1) is lawfully seised of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to real estate against the lawful claims of all persons.

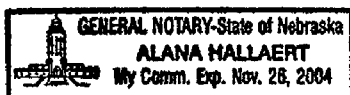
Transaction is exempt from documentary stamp tax pursuant to NEB. REV. STAT. § 76-902(5)(b).

Executed this 1<sup>ST</sup> day of May, 2001.

CELEBRITY TOWNHOMES, L.L.C.,  
a Nebraska limited liability company, Grantor

By: Gale L. Larsen  
Gale L. Larsen, Manager

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )



The foregoing Warranty Deed was acknowledged before me on this 1<sup>ST</sup> day of May, 2001, by Gale L. Larsen in his capacity as Manager of Celebrity Townhomes, L.L.C. and on behalf of the limited liability company.

Alana M. Hallaert  
Notary Public

145272v2  
Celebrity Homes  
14002 L ST  
Omaha, Ne 68137

8617

BROOKHAVEN WEST ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska

North ½ Lot 22 Brookhaven West n/k/a Lot 2, Brookhaven West Replat 4 MI-04758  
 North ½ Lot 23 Brookhaven West n/k/a Lot 1, Brookhaven West Replat 7 MI-04802  
 East ½ Lot 49 Brookhaven West n/k/a Lot 5 Brookhaven West Replat 6 MI-04759  
 Lot 50 Brookhaven West n/k/a Lots 7 and 8 Brookhaven West Replat 6 MI-04759  
 Lot 51 Brookhaven West n/k/a Lots 9 and 10 Brookhaven West Replat 6  
 Lot 52 Brookhaven West n/k/a Lots 1 and 2 Brookhaven West Replat 9 MI-04943  
 Lot 53 Brookhaven West n/k/a Lots 1 and 2 Brookhaven West Replat 10 MI-04945  
 Lot 54 Brookhaven West n/k/a Lots 1 and 2 Brookhaven West Replat 11 MI-04947  
 Lots 55-60 Brookhaven West MI-04753 6  
 Lot 62 Brookhaven West n/k/a Lots 3 and 4 Brookhaven West Replat 5 MI-04756  
 North ½ Lot 63 Brookhaven West n/k/a Lot 5 Brookhaven West Replat 5  
 Lot 64 Brookhaven West n/k/a Lots 7 and 8 Brookhaven West Replat 5  
 Lots 1-15 Brookhaven West Replat 8 MI-04942 15

(39)

WESTIN HILLS WEST 2 ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska

Lots 14-26 MC-43603

(13)

WESTIN HILLS WEST 2 REPLAT 1 ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska

Lots 1-15 MC-43604

(15)

WOODCREEK ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska

Lots 1-5 Woodcreek Replat 3 MI-44637 5  
 North ½ Lot 6 Woodcreek Replat 2 n/k/a Lot 1 Woodcreek Replat 23 MI-44710  
 North ½ Lot 7 Woodcreek Replat 2 n/k/a Lot 1 Woodcreek Replat 24 MI-44712  
 Lot 1 Woodcreek Replat 9 MI-44665  
 Lots 1-3 Woodcreek Replat 2 MI-44625 3  
 North ½ Lot 11 Woodcreek Replat 2 n/k/a Lot 10 Woodcreek Replat 21 MI-44667  
 North ½ Lot 13 Woodcreek Replat 2 n/k/a Lot 14 Woodcreek Replat 21  
 Lot 14 Woodcreek Replat 2 n/k/a Lots 15 and 16 Woodcreek Replat 21  
 Lot 15 Woodcreek Replat 2 n/k/a Lots 17 and 18 Woodcreek Replat 21  
 Lots 1-11 Woodcreek Replat 11 11  
 South ½ Lot 22 Woodcreek Replat 2 n/k/a Lot 2 Woodcreek Replat 21  
 North ½ Lot 23 Woodcreek Replat 2 n/k/a Lot 3 Woodcreek Replat 21  
 North ½ Lot 26 Woodcreek Replat 2 n/k/a Lot 1 Woodcreek Replat 18 MI-44685

(30)



WESTIN HILLS REPLAT 1 ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska

Lots 10-13 MC-43387 4  
South 1/2 Lot 14 Westin Hills Replat 1 n/k/a Lot 1 Westin Hills Replat 44 MC-43454 (16)  
Lot 2 Westin Hills Replat 38 MC-43449

WESTIN HILLS REPLAT 7 ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska

Lots 1-13 and 19-23 MC-43401 18  
West 1/2 Lot 14 Westin Hills Replat 7 n/k/a Lot 1 Westin Hills Replat 45 MC-43456  
East 1/2 Lot 15 Westin Hills Replat 7 n/k/a Lot 4 Westin Hills Replat 45 (22)  
West 1/2 Lot 16 Westin Hills Replat 7 n/k/a Lot 5 Westin Hills Replat 45  
West 1/2 Lot 18 Westin Hills Replat 7 n/k/a Lot 10 Westin Hills Replat 45

LEGAL DESCRIPTION  
CATTAIL CREEK (PROPOSED)  
PARCEL "A"

01-60000

A tract of land located in the SW 1/4 of Section 5, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence N01°59'03"W (assumed bearing) along the West line of said SW 1/4 of Section 5, a distance of 60.63 feet; thence N88°00'57"E, a distance of 60.00 feet to the point of beginning; thence N01°59'03"W, a distance of 300.00 feet; thence S88°00'57"W, a distance of 10.00 feet; thence N01°59'03"W, a distance of 1571.12 feet; thence N88°00'57"E, a distance of 408.83 feet; thence S29°12'46"E, a distance of 700.46 feet; thence S23°23'49"E, a distance of 855.76 feet; thence S00°04'21"E, a distance of 213.19 feet; thence Easterly on a curve to the left with a radius of 300.00 feet, a distance of 103.69 feet, said curve having a long chord which bears S82°41'08"E, a distance of 103.17 feet; thence N87°24'48"E, a distance of 39.50 feet; thence S02°35'12"E, a distance of 220.00 feet; thence S87°24'48"W, a distance of 868.22 feet; thence N02°35'12"W, a distance of 10.00 feet; thence S87°24'48"W, a distance of 300.00 feet to the point of beginning.

Said tract of land contains an area of 35.780 acres, more or less.

LEGAL DESCRIPTION  
CATTAIL CREEK (PROPOSED)  
PARCEL "B"

A tract of land located in the SW 1/4 of Section 5, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 5; thence N87°21'09"E (assumed bearing) along the North line of said SW 1/4 of Section 5, a distance of 50.00 feet to the point of beginning; thence continuing N87°21'09"E along said North line of the SW 1/4 of Section 5, a distance of 1265.62 feet; thence S01°54'25"E, a distance of 1211.93 feet; thence S60°47'50"W, a distance of 240.61 feet; thence N54°11'26"W, a distance of 178.68 feet; thence N01°58'46"W, a distance of 190.96 feet; thence S88°01'14"W, a distance of 92.58 feet; thence N43°22'16"W, a distance of 64.08 feet; thence N32°39'25"W, a distance of 618.54 feet; thence N22°10'39"W, a distance of 108.87 feet; thence N12°31'51"W, a distance of 109.26 feet; thence N01°58'46"W, a distance of 82.09 feet; thence S88°01'14"W, a distance of 400.69 feet; thence N01°59'03"W, a distance of 135.07 feet to the point of beginning.

Said tract of land contains an area of 20.251 acres, more or less.

LEGAL DESCRIPTION  
WESTIN HILLS WEST (PROPOSED)  
PARCEL "A"

01-60000

①

A tract of land located in the NW 1/4 of Section 2, Township 15 North, Range 11 East of the 6th PM, Douglas County, Nebraska, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 2; thence S00°25'48"E ( assumed bearing) along the East line of said NW 1/4 of Section 2, a distance of 33.00 feet to a point on the South right-of-way line of Fort Street; thence S89°35'22"W along said South right-of-way line of Fort Street, a distance of 49.96 feet; thence S00°25'28"E along said South right-of-way line of Fort Street, a distance of 17.00 feet to the point of beginning; thence S00°25'28"E, a distance of 431.00 feet to a point on the Northerly line of Papillion Creek Watershed Structure Site D-18; thence S75°09'48"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 195.31 feet; thence S76°22'33"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 177.13 feet; thence S88°50'01"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 135.02 feet; thence S69°58'00"W along said Northerly line of Papillion Creek Watershed Structure Site D-18, a distance of 199.55 feet; thence N88°20'33"W, a distance of 219.46 feet; thence N74°46'02"W, a distance of 361.67 feet; thence N17°28'37"E, a distance of 151.04 feet; thence N72°31'23"W, a distance of 49.60 feet; thence N00°25'48"W, a distance of 324.52 feet to a point on said South right-of-way line of Fort Street; thence N89°35'22"E along said South right-of-way line of Fort Street, a distance of 1252.98 feet to the point of beginning.

Said tract of land contains an area of 15.090 acres, more or less.

NE NW

LEGAL DESCRIPTION  
WESTIN HILLS WEST (PROPOSED)  
PARCEL "B"

A tract of land located in the NW 1/4 of Section 2, Township 15 North, Range 11 East of the 6th PM, Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 2; thence N89°35'22"E ( assumed bearing) along the North line of said NW 1/4 of Section 2, a distance of 76.74 feet; thence S00°24'38"E, a distance of 60.00 feet to the point of intersection of the South right-of-way line of Fort Street and the East right-of-way line of 156th Street, said point also being the point of beginning; thence N89°35'22"E along said South right-of-way line of Fort Street, a distance of 272.89 feet; thence N00°24'38"W along said South right-of-way line of Fort Street, a distance of 10.00 feet; thence N89°35'22"E along said South right-of-way line of Fort Street, a distance of 852.04 feet; thence S00°24'38"E, a distance of 302.96 feet; thence Southeasterly on a curve to the left with a radius of 415.86 feet, a distance of 231.29 feet, said curve having a long chord which bears S16°20'39"E, a distance of 228.32 feet; thence Southeasterly on a curve to the right with a radius of 219.99 feet, a distance of 69.23 feet, said curve having a long chord which bears S23°15'44"E, a distance of 68.94 feet; thence N75°45'12"E, a distance of 25.00 feet; thence S76°31'00"E, a distance of 149.67 feet to a point on the Westerly line of Papillion Creek Watershed Structure Site D-18; thence S11°12'35"W along said Westerly line of Papillion Creek Watershed Structure Site D-18, a distance of 299.97 feet; thence S06°12'26"W along said Westerly line of Papillion Creek Watershed Structure Site D-18, a distance of 158.23 feet; thence S22°30'49"E along said Westerly line of Papillion Creek Watershed Structure Site D-18, a distance of 90.48 feet; thence S55°43'06"W, a distance of 133.77 feet; thence N38°59'37"W, a distance of 0.37 feet; thence Northwesterly on a curve to the right with a radius of 275.00 feet, a distance of 32.25 feet, said curve having a long chord which bears N35°38'01"W, a distance of 32.24 feet; thence S57°43'35"W, a distance of 25.00 feet; thence S82°14'30"W, a distance of 114.28 feet; thence S65°26'05"W, a distance of 91.02 feet; thence S76°34'17"W, a distance of 100.58 feet; thence S80°57'37"W, a distance of 347.54 feet; thence S88°28'45"W, a distance of 89.06 feet; thence N79°05'22"W, a distance of 100.86 feet; thence N68°56'02"W, a distance of 62.26 feet; thence N89°59'09"W, a distance of 71.08 feet; thence S00°00'51"W, a distance of 91.99 feet; thence N89°59'09"W, a distance of 270.00 feet to a point on said East right-of-way line of 156th Street; thence along said East right-of-way line of 156th Street on the following described courses; thence N00°00'51"E, a distance of 1087.26 feet; thence S89°59'09"E, a distance of 10.00 feet; thence N00°00'51"E, a distance of 269.74 feet; thence N40°02'12"E, a distance of 26.72 feet to the point of beginning.

Said tract of land contains an area of 38.147 acres, more or less.

NW } NW  
SW } NW

EXHIBIT "A"

LEGAL DESCRIPTION

01-60000

①

A TRACT OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE 1/4 OF SECTION 11; THENCE S89°18'40"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NE 1/4 OF SECTION 11, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF LOT 190, NELSON'S CREEK, A SUBDIVISION LOCATED IN THE SE 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°18'40"W ALONG SAID SOUTH LINE OF THE NE 1/4 OF SECTION 11, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 190, NELSON'S CREEK, AND THE NORTH LINE OF LOT 8, NELSON'S CREEK REPLAT, A SUBDIVISION LOCATED IN SAID SE 1/4 OF SECTION 11 AND THE NORTH RIGHT-OF-WAY LINE OF 145TH AVENUE, A DISTANCE OF 1165.01 FEET TO A POINT ON THE CENTERLINE OF SAID 145TH AVENUE RIGHT-OF-WAY; THENCE N00°41'20"W, A DISTANCE OF 425.82 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 93.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°11'44"E, A DISTANCE OF 92.66 FEET; THENCE N17°04'47"E, A DISTANCE OF 195.66 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 630.00 FEET, A DISTANCE OF 613.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N79°11'12"E, A DISTANCE OF 589.46 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 440.00 FEET, A DISTANCE OF 293.25 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N70°23'12"E, A DISTANCE OF 287.85 FEET; THENCE N89°28'47"E, A DISTANCE OF 241.13 FEET; THENCE S00°30'59"E, A DISTANCE OF 899.88 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 905,808 SQUARE FEET OR 20.794 ACRES MORE OR LESS.

SE NE

page 6 of 6