

PLEASE RETURN TO:  
HEARTLAND TITLE SERVICES, INC.  
1320 S 119th ST  
OMAHA, NE 681444

94 MAR - 7 AM 10: 30

INSTRUMENT NUMBER  
94-05099

*Carol A. Davis*  
REGISTER OF DEEDS

|   |
|---|
| Prof- <input checked="" type="checkbox"/> M |
| D.C. <input checked="" type="checkbox"/>    |
| Year <input type="checkbox"/>               |
| Filed <input type="checkbox"/>              |
| Checked <input type="checkbox"/>            |
| Fee \$ 1.50                                 |

94-05099

RECEIVED

93 2956

NEBRASKA DOCUMENTARY  
STAMP TAX

MAR - 7 1994

94-25 BY QAD

JOINT TENANCY WARRANTY DEED

RICHARD W. JANSEN AND MARY ANN JANSEN, Husband and wife,  
GRANTOR, in consideration of One Dollar and other Valuable  
Consideration received from GRANTEEES, LARRY G. KERSTEN AND  
JUDITH A. KERSTEN, Husband and wife, conveys to GRANTEEES, as joint  
tenants and not as tenants in common, the following described real  
estate (as defined in Neb. Rev. Stat. 76-201):

A tract of land located in the Southeast Quarter of the Southeast  
Quarter of Section 2, Township 13 North, Range 10 East of the 6th  
P.M., in Sarpy County, Nebraska, more fully described as follows:  
Referring to the Southeast corner of said Section 2; thence North  
0 degrees 32' 05" East (assumed bearing), along the East line of  
Southeast Quarter, 637.49 feet, thence North 89 degrees 27' 55"  
West, 55.00 feet to a point on the westerly right of way line of  
State Highway No. 6 and the true point of beginning; thence North  
89 degrees 58' 38" West, 447.36 feet, thence North 90 degrees  
00' 00" West, 826.83 feet to a point on the West line of the  
Southeast Quarter Southeast Quarter; thence North 0 degrees 21' 23"  
East along said West line, 342.29 feet; thence North 90 degrees  
00' 00" East, 1,275.15 feet to a point on the westerly right of way  
line of State Highway No. 6; thence South 0 degrees 31' 04" West,  
along said right of way, 342.48 feet to the point of beginning,  
reserving however, for the benefit of Grantors, their heirs,  
assigns and invitees, easements upon and across the West 50 feet  
of said real estate, more particularly described as: referring to  
the Southeast Corner of said Southeast Quarter Southeast Quarter;  
thence North 0 degrees 32' 05" East, along the East line of the  
Southeast Quarter Southeast Quarter, 637.49'; thence North 89  
degrees 27' 55" West, 55.00' to a point on the West right of way  
line of State Highway No. 6 and the true point of beginning;  
thence continuing North 89 degrees 58' 38" West, 50.00', thence  
North 0 degrees 31' 04" East, 342.46'; thence North 90 degrees  
00' 00" East, 50.00'; thence South 0 degrees 31' 04" West, 342.48'  
to the point of beginning,

and the East 50 feet of said real estate more particularly  
described as: referring to as the Southwest corner of said  
Southeast Quarter Southeast Quarter; thence North 0 degrees 21' 23"  
East, along the West line of the Southeast Quarter Southeast  
Quarter, 638.16' to the true point of beginning; thence continuing  
North 0 degrees 21' 23" East, 342.29', thence North 90 degrees  
00' 00" East, 50.00'; thence South 0 degrees 21' 23" West, 342.29';  
thence North 90 degrees 00' 00" West, 50.00' to the beginning, said  
easements for the purpose of ingress and egress to the lands  
adjoining said above described real estate.

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

05099

94-05099 A

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements and restrictions of record;
- (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 this 31<sup>st</sup> day of December, 1993.

*Richard W. Jansen*  
Richard W. Jansen, Grantor

*Mary Ann Jansen*  
Mary Ann Jansen, Grantor

STATE OF NEBRASKA )

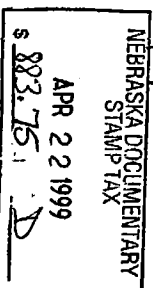
County of Sarpy ) ss.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of December, 1993, by Richard W. Jansen and Mary Ann Jansen, Husband and Wife, Grantor.



*Gloria E. Koke*  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
49-011987  
99 APR 22 PM 3:34  
*Long S. [Signature]*  
REGISTER OF DEEDS



Counter 2D  
Verify AK  
D.E. AK  
Proof AK  
Fee \$ 10.50  
OK ☒ Stamp ☐ ☐

655-142

MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, HIS SUCCESSORS AND ASSIGNS, UNDER TRUST AGREEMENT DATED FEBRUARY 24, 1995, GRANTOR, in consideration of Ten Dollars (\$10.00) and other valuable consideration received from Grantee, conveys to Chestnut Ridge, L.L.C., a Nebraska limited liability company, 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.

subject to easements, reservations, covenants and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR:

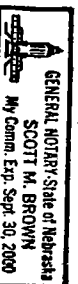
- (1) is lawfully seized of such real estate and that it is free and clear of all liens and encumbrances, except easements, restrictions and covenants of record
  - (2) has legal power and lawful authority to convey the same;
  - (3) warrants and will defend title to the real estate against any acts of the GRANTOR.
- Executed April 1, 1999.

MAURICE M. UDES, TRUSTEE OF THE  
MAURICE M. UDES REVOCABLE TRUST  
NO. 2, HIS SUCCESSORS AND ASSIGNS,  
UNDER TRUST AGREEMENT DATED  
FEBRUARY 24, 1995

By: *Maurice M. Udes*  
Maurice M. Udes, Trustee

STATE OF NEBRASKA     )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 1st day of April, 1999, by Maurice M. Udes, Trustee of the Maurice M. Udes Revocable Trust No. 2, his successors and assigns, under Trust Agreement dated February 24, 1995, to my known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as trustee.



*[Signature]*  
Notary Public

011987

99-0119874

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2, THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 466.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; THENCE CONTINUING S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE N00°10'15"W ALONG SAID WEST LINE, 1993.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 555.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.13 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"E ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.881 ACRES, MORE OR LESS.



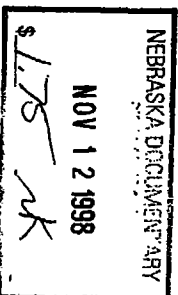
FILED SARPY CO. NE.

INSTRUMENT NUMBER  
98-032195

98 NOV 12 PM 12: 03

REGISTER OF DEEDS  
*Heidi S. Douglas*

98-032195



RECORDED  
INDEXED  
FILED  
FEE \$ 10.50  
m  
DHS

QUIT CLAIM DEED

MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey, demise, and quitclaim unto PAUL S. McCUNE, MAURICE M. UDES, HERBERT FREEMAN, KEVIN IRISH and CAROLE HUNSLEY, as tenants in common, as Grantees, all of its right, title and interest, without reservation, in and to the following described real property located in Sarpy County, Nebraska:

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

Dated this 22<sup>nd</sup> day of October, 1998.

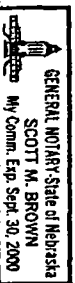
MAURICE M. UDES REVOCABLE  
TRUST NO. 2

By: *Maurice M. Udes*  
Maurice M. Udes, Trustee

STATE OF NEBRASKA     )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 22<sup>nd</sup> day of October, 1998, by Maurice M. Udes, Trustee of the Maurice M. Udes Revocable Trust No. 2, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Trustee.

*Scott M. Brown*  
Notary Public



032195

98-032195A

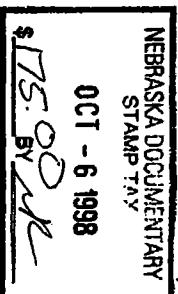
**EXHIBIT**

LEGAL DESCRIPTION - TRUSTEE'S TRACT

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S89°13'14"W ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, 1335.54 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE ALONG SAID WEST LINE S00°10'15"E, 1857.60 FEET TO THE POINT OF BEGINNING; THENCE N89°49'45"E 71.49 FEET; THENCE S00°10'15"E, 135.33 FEET TO A POINT ON THE NORTH LINE OF TAX LOT 5A1B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 71.49 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N00°10'15"W ALONG SAID WEST LINE, 135.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.223 ACRES, MORE OR LESS.

FILED SAKPY CO. NE.  
INSTRUMENT NUMBER  
98-028181  
98 OCT - 6 AM 10: 13  
*Donna J. Howard*  
REGISTER OF DEEDS



Counter *DL*  
Verify *DL*  
D.E. *MS*  
Proof *MS*  
Fee \$ *15.50*  
Or ☒ Cash ☐ *DL*

Prepared by: Cornerstone Title & Escrow, Inc., P.O. Box 540730, Omaha, Nebraska 68154-0730

### WARRANTY DEED

BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, and ANTHONY R. GRECO, TRUSTEE OF THE ANTHONY R. GRECO AMENDED AND RESTATED REVOCABLE TRUST DATED MAY 27, 1997, Grantors, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, convey and demise unto MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, as Grantee, the following described real property, together with all improvements and appurtenances thereto:

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

Grantors covenant with the Grantee that Grantors:

1. are lawfully seised of such real estate and that it is free and clear of all encumbrances, except easements, restrictions and covenants of record;
2. have legal power and lawful authority to convey the same;
3. warrant and will defend title to the real estate against all lawful claims.

Dated this 29<sup>th</sup> of September, 1998.

*Bernard J. Wilson*  
BERNARD J. WILSON, Grantor.  
*Rose Marie Wilson*  
ROSE MARIE WILSON, Grantor.

ANTHONY R. GRECO AMENDED AND  
RESTATED REVOCABLE TRUST  
DATED ~~MAY~~ MAY 27, 1997,  
Grantor.  
By: *Anthony R. Greco*  
Anthony R. Greco, Trustee

028181

98-28181A

STATE OF NEBRASKA     )  
                                  ) ss:  
COUNTY OF             )

On this 29<sup>th</sup> day of September, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss:  
COUNTY OF             )

On this 29<sup>th</sup> day of September, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named ANTHONY R. GRECO, to me known to be the Trustee of the Anthony R. Greco Amended and Restated Revocable Trust dated May 27, 1997, and the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as trustee.



[Signature]  
Notary Public

Exhibit "A"

98-28/81B

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., in Sarpy County, Nebraska, more fully described as follows: Referring to the Southeast corner of said Section 2; thence North 00°32'05" East (assumed bearing), along the East line of the Southeast Quarter, 637.49 feet, thence North 89°27'55" West, 55.00 feet to a point on the Westerly right-of-way line of State Highway No. 6 and the true point of beginning; thence North 89°58'38" West, 447.36 feet, thence North 90°00'00" West, 826.83 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter; North 00°21'23" East along the West line, 342.29 feet; thence North 90°00'00" East, 1,275.15 feet to a point on the Westerly right-of-way line of State Highway No. 6; thence South 00°31'04" West, along said right-of-way, 342.48 feet to the point of beginning.

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000 07007  
2000 MAR 29 AM 10:02  
*James J. Brindley*  
REGISTER OF DEEDS

Goumer SS  
Verify ✓  
D.E. su  
Proof ✓  
Fee \$ 80.50  
ck ☒ Cash ☐ Chg ☐

FIRST AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CHESTNUT RIDGE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS FIRST AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Chestnut Ridge, a subdivision in Sarpy County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-27183 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on August 27, 1999, by CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 119, inclusive, and Lots 121 through 142, inclusive,  
in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article IV, Paragraph 1 is deleted in its entirety and replaced with the following Paragraph 1:

"1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, People's Natural Gas, the City of Gretna and Sanitary and Improvement District No. 206 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight

2000-07007A

(8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded."

2. The Declaration is in all other matters ratified and affirmed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_\_\_ day of March, 2000.

CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes  
Maurice M. Udes, Manager

By: K. Irish  
Kevin Irish, Manager

By: Paul M. Brown  
Paul M. Brown, Manager

By: Paul McCune  
Paul McCune, Manager

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was signed before me this 22<sup>nd</sup> day of March, 2000, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.



Mary F. Gostomski  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2001-08042  
2001 MAR 29 PM 2:45  
*Donna M. Anderson*  
REGISTER OF DEEDS

Counter DV  
Verify AK  
D.E. AK  
Proof AK  
Fee \$ 20.50  
ck ☒ Cash ☐ Chg ☐  
9487

THIRD AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CHESTNUT RIDGE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS THIRD AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Chestnut Ridge, a subdivision in Sarpy County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-27183 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on August 27, 1999, amended by the First Amendment to the Declaration dated March 22, 2000, and recorded in Instrument Number 2000-07007 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on March 29, 2000, and further amended by the Second Amendment to the Declaration dated May 15, 2000, and recorded in Instrument Number 2000-11814 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on May 18, 2000, by CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 27, inclusive, Chestnut Ridge Replat 1, Lots 27 through 119, inclusive, Chestnut Ridge, and Lots 121 through 141, inclusive, Chestnut Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

- Article II, Paragraph 1 is deleted in its entirety and replaced with the following Paragraph 1:

"1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along the east sixteen (16) feet of Lots 102 through 119, inclusive, Chestnut Ridge, and the south sixteen (16) feet of Lot 27, Chestnut Ridge Replat 1, and Lots 132 through 141 inclusive, Chestnut Ridge."

- The Declaration is in all other matters ratified and affirmed.

08042



2001-08042A

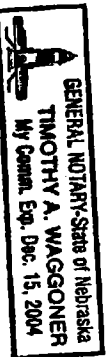
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this Sun day of ~~February~~, 2001.  
MARCH

CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, "Trustor"

By: Barbara Udes Shaw  
Barbara Udes Shaw, Manager

STATE OF NEBRASKA       )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this Sun day of MARCH, 2001, by Barbara Udes Shaw, Manager of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed as Manager of the limited liability company.



[Signature]  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000 11814  
2000 HY 18 AM 11:19  
*George J. Henderson*  
REGISTER OF DEEDS

Counter 500  
Verify AKC  
D.E. in  
Proof 88.50  
Fee \$ 88.50  
ck ☒ Cash ☐ Chg ☐

SECOND AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CHESTNUT RIDGE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS SECOND AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Chestnut Ridge, a subdivision in Sarpy County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-27183 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on August 27, 1999, amended by the First Amendment to the Declaration dated August 27, 2000, and recorded in Instrument Number 2000-07007 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on March 29, 2000, by CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 119, inclusive, and Lots 121 through 142, inclusive,  
in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

- Article I, Paragraph 17 is deleted in its entirety and replaced with the following Paragraph 17:  
"17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed six (6) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof, provided, however, this provision shall vary to comply with any requirements of the City of Gretna."
- The Declaration is in all other matters ratified and affirmed.

2000-11814A

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15<sup>th</sup> day of March, 2000.  
May

CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes  
Maurice M. Udes, Manager

By: K. Irish  
Kevin Irish, Manager

By: Paul M. Brown  
Paul M. Brown, Manager

By: Paul McCune  
Paul McCune, Manager

STATE OF NEBRASKA       )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 15<sup>th</sup> day of May, 2000, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.



[Signature]  
Notary Public

99-27188

Counter 5  
Verify

~~D.E. 377~~

Fee \$ 138.50  
Cash ☐ Cng ☐

—

**LLOYD J. DOWDING**  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, #1109  
PAPILLION, NE 68046-2895  
402-593-5773

99-27188 A

DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CHESTNUT RIDGE, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 119, inclusive, and Lots 121 through 142, inclusive,  
in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Chestnut Ridge, for the maintenance of the character and residential integrity of Chestnut Ridge, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Chestnut Ridge. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Chestnut Ridge, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's Association.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors

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or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. No residence, building, driveway, swimming pool, pool house, dog house, or other external improvement, above or below the ground, (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Chestnut Ridge Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots, including all other phases, or ten (10) years, whichever shall occur first, all discretions of Declarant under this Article I,

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Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein.

3. Any patio, patio enclosure, swing set, playground equipment, dog house, kennel or dog run, tree house, antenna satellite dishes not greater than eighteen inches (18") in diameter, flag pole, or Declarant approved storage shed, shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.
4. One (1) small shed or outbuilding not to exceed eight (8) feet in width, six (6) feet in height, and ten (10) feet in length may be constructed along the twenty (20) foot wide strip abutting the rear lot line, of wood similar in style and color to the Improvement, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns.
5. No solar-collecting panels or equipment, wind-generating power equipment, flag poles, or above ground swimming pools in excess of eighteen inches (18") in depth, metal storage sheds or satellite receiving station or satellite dishes greater than eighteen inches (18") in diameter shall be permitted on any of the lots subject to these covenants.
6. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house, kennel or dog run, which shall be located adjacent to the rear portion of the dwelling concealed from public view. No livestock or agricultural-type animals shall be allowed in Chestnut Ridge Subdivision, including pot-bellied pigs.
7. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. Residences on all lots shall have a minimum front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum side set back of ten percent (10%) of the distance measured at the twenty-five foot setback, and a street side yard set back of fifteen (15) feet for those houses on corner lots.
8. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, simulated brick, stone, stucco, vinyl siding or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, or other material and color specifically approved by Declarant.
9. All exterior wood surfaces shall only be painted in tones of browns and grays, which color shall first be approved by Declarant, or its assigns, prior to the installation of the paint.

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10. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind shall be constructed on the Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.
11. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.
12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 12 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.
13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or Declarant approved storage shed facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be commercially hydroseeded, as set forth in Exhibit "A", or fully sodded, at the time of completion of the Improvements.
14. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
15. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet.



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16. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.
17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof, provided, however, this provision shall vary to comply with any requirements of the City of Gretna.
18. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.
19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.
20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.
21. No structure of a temporary character, carport, trailer, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Chestnut Ridge to any Lot without the written approval of Declarant.
22. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted in Chestnut Ridge Subdivision.

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ARTICLE II.  
LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along the north sixteen (16) feet of Lots 33 and 34, the east sixteen (16) feet of Lots 48, 50, 59, 60, 61, the south sixteen (16) feet of Lots 1 and 82, the north sixteen (16) feet of Lots 83 and 103, (the "Landscape Buffer and Boundary Fence"). Each of such lots are collectively referred to as the "Boundary Lots."
2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Chestnut Ridge Homeowners Association to maintain, repair and replace the Landscape Buffer. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

ARTICLE III.  
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant shall cause the incorporation of Chestnut Ridge Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:
  - A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Chestnut Ridge. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.
  - B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.
  - C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Chestnut Ridge; and the protection and maintenance of the residential character of Chestnut Ridge.

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2. Membership and Voting. Chestnut Ridge is being divided into one hundred forty three (143) separate single-family residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Chestnut Ridge as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming before the Members of the Association.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Chestnut Ridge Homeowners Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

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- B. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Chestnut Ridge.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
- 5. Mandatory Duties of Association. The Association shall maintain and repair any landscape buffer, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.
- 6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically

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provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Paragraph 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Paragraphs 3 and 4 of this Article.

10. Annual Dues. The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Paragraph 7 above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

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14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgage. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

#### ARTICLE IV. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, People's Natural Gas, the City of Gretna and Sanitary and Improvement District No. 202 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for People's Natural Gas, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of

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all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the Boundary Lots.

4. Other easements are provided for in the final plat of Chestnut Ridge which is filed in the Register of Deeds of Sappy County, Nebraska (Book 99, Page 27187).

ARTICLE V.  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Provided, however, that the provisions of Article I, Paragraph 23 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

3. By written consent of the Declarant, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on the Chestnut Ridge subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver,

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modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

15 IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15 day of June, 1999.

CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes  
Maurice M. Udes, Manager

By: K. Irish  
Kevin Irish, Manager

By: Paul M. Brown  
Paul M. Brown, Manager

By: Paul McCune  
Paul McCune, Manager

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was signed before me this 15 day of June, 1999, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.



[Signature]  
Notary Public



FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-011988  
99 APR 22 PM 3:36  
D.E. 24  
Verify 3  
Proof 24  
Fee \$ 80.50  
OK ☒ Cash ☐ Card ☐  
REGISTER OF DEEDS  
*Dea D. D. D. D.*

*CHASTINE BROSKE*  
*LOTS*

DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS

This Deed of Trust, Security Agreement and Assignment of Rents (this "Deed of Trust") made this 1st day of April, 1999 by:

Trustor: Chestnut Ridge, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Beneficiary: BHD, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Beneficiary: New Millennium IV, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Beneficiary: McCune Development, L.L.C.  
Address: 19411 Schram Road  
Omaha, NE 68028

Beneficiary: B-4, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Trustee: Paul M. Brown, Trustee  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

I. For good and valuable consideration, Trustor irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in Sarpy County, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Property"), together with all buildings and improvements or hereafter erected upon the Property (hereinafter called the "Improvements"), all rents, profits, royalties, income and other benefits derived from the Property; all easements, licenses, rights of way now or hereafter accruing to the Property; and any and all awards made for the taking by eminent domain, including proceeds of any agreement made in lieu thereof (collectively referred to as the "Security");

II. Trustor further grants Beneficiary a security interest in the following (the "Personal Property"):

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A. All right, title and interest of Trustor in and to all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Property or used in connection therewith.

B. All of Trustor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Mortgaged Property (as defined below), whether now existing or entered into or obtained after the date hereof, and

C. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Mortgaged Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages, and Trustor hereby authorizes, directs and empowers Beneficiary, at his option, on Trustor's behalf, or on behalf of the successors or assigns of Trustor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

The foregoing items of Real and Personal Property are hereinafter called the "Mortgaged Property."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Trustor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Deed of Trust expressed to be kept, performed by and observed by or on the part of the Trustor, then the Trustee, its successors and assigns, shall reconvey and release the Mortgaged Property.

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(a) The payment of the debt to each of the Beneficiaries evidenced by (i) the Trustor's Promissory Note payable to BHD, L.L.C. dated April 1, 1999, in the principal sum of One Million and No/100 Dollars (\$1,000,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof and (ii) the Trustor's Promissory Note payable to B-4, L.L.C. dated April 1, 1999, in the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof and (iii) the Trustor's Promissory Note payable to McCune Development, L.L.C. dated April 1, 1999, in the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof and (iv) the Trustor's Promissory Note payable to New Millennium IV, L.L.C. dated April 1, 1999, in the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) together with interest,

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and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof (herein collectively referred to as the "Note");

(b) The performance of each agreement between the Trustor and Beneficiary and the performance of the covenants of the Trustor in this Deed of Trust;

(c) The payment of any sum or sums with interest thereon which may later arise under the terms of this Deed of Trust or may be advanced to be secured by this Deed of Trust.

The indebtedness and the obligations secured by this Deed of Trust which are described in (a) through (c) above may be referred to herein as the "Secured Obligations."

The indebtedness secured hereby is further evidenced and secured by a Notice of Commencement, dated of even date herewith, which, which this Deed of Trust and the Promissory Note, are hereinafter referred to collectively as the "Loan Documents."

SECTION 1. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF TRUSTOR.

To protect the security of this Deed of Trust, Trustor hereby covenants, represents, warrants and agrees as follows:

1.1 Obligation. Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and all other charges and fees provided in the Note or secured by this Deed of Trust, and the principal of and interest on any future advances secured by this Deed of Trust.

1.1.1 Prorata Division Among Beneficiaries. Any sums to Beneficiary paid hereunder, whether as proceeds of sale, proceeds of insurance or proceeds of condemnation, shall be divided and distributed prorata among Beneficiaries in proportion to the principal balance plus accrued interest due each Beneficiary on the indebtedness evidenced by the Note at the time of distribution.

1.2 Warranty of Title. Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Property hereby conveyed and has the right to grant and convey the Property; the Property is free and clear of all liens and encumbrances; and Trustor shall warrant and defend the title to the Property against all claims and demands.

1.3 Maintenance of Property.

1.3.1 Good Condition or Repair. Trustor shall keep the Property in good condition and repair, shall not commit or suffer waste; shall not do or allow anything to be done which will increase the risk of fire or other casualty to the Property or diminish the value of the Property except reasonable wear and tear; and may add any building or improve the Property so long as the

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same are done in accordance with the applicable codes, rules and regulations of proper governmental authority.

1.3.2 Condemnation. If the Property or any part thereof is condemned, Trustor shall give immediate written notice of the event to the Beneficiary. Trustor shall pay any proceeds from the condemnation award to the Beneficiary.

1.3.3 Inspection. The Beneficiary or its representative is hereby authorized to enter upon and inspect the Property at any time during normal business hours.

1.3.4 Compliance with Laws. The Trustor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof.

1.4 Insurance.

1.4.1 Insurance Policies. Trustor shall keep the Property insured against (1) liability insurance for the benefit of the Beneficiary and Trustee to protect the Beneficiary and Trustee from any and all claims of personal injury or property damage arising from or out of the Property with single limits of not less than Five Million and No/100 Dollars (\$5,000,000.00); (2) insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" in an amount not less than the original amount of the Note or the full replacement cost of the Improvements and Personal Property, whichever is greater; and (3) other insurance normal and customary for owners and operators of similar property. Further, Beneficiary may require any other reasonable insurance to protect the Property. All insurance shall be paid for by the Trustor, shall be in form and by company approved by the Beneficiary, shall insure the Beneficiary, Trustee and Trustor as their interests appear, and shall provide that the insurance company shall notify the Beneficiary in writing at least 30 days before any cancellation or termination becomes effective as to the Beneficiary.

1.4.2 Proof of Insurance, Advancements. Trustor shall provide the Beneficiary proof of insurance required by this Agreement before advancement of funds under the Promissory Note and within fifteen (15) days prior to the expiration of each such policy. If the Trustor fails to provide insurance, the Beneficiary may declare the Note and Deed of Trust in default. Beneficiary may purchase such insurance as necessary to protect the Property, Beneficiary or Trustee. The cost of the insurance so purchased with interest shall be deemed an advancement to protect the Property and shall be secured by this Deed of Trust until payment is made by Trustor in the amount of the cost of the insurance together with interest thereon at the Default Rate provided by the Note.

1.4.3 Notice of Loss. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

1.4.4 Insurance Proceeds. Insurance proceeds shall be applied to the restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically

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feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Section 6.2 by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

1.4.5 No Effect on Installments. Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Section 1.1, or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Section 5 the Property is acquired by Beneficiary, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

1.4.6 Respective Rights. All of the rights of Trustor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

1.5 Taxes, Assessments and Charges.

1.5.1 Payment of Taxes. Trustor shall pay all taxes, including greenbelt taxes, assessments, liens and other charges including utility charges which may affect the Property as they are due and before they are delinquent. Trustor shall provide Beneficiary proof of payment of said taxes within fifteen (15) days after such tax is due. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law in effect or that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.

1.5.2 Failure to Make Payments. If Trustor fails to make the payments required herein, the Beneficiary may declare the Promissory Note and Deed of Trust in default. In addition, Beneficiary may pay such amounts necessary to protect the Property. The amount of such payment together with interest at the Default Rate provided in the Promissory Note shall be deemed an advancement to protect the Property and shall be secured by this Deed of Trust.

1.6 Condemnation. Condemnation under this Deed of Trust shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof. On condemnation, the Beneficiary may declare the entire indebtedness secured by the Deed of Trust due and payable. The Trustor assigns all rights to compensation or relief for condemnation to the Beneficiary, who may proceed for just compensation in the name of the Trustor or Beneficiary. The proceeds recovered hereunder shall be applied in part of the indebtedness secured by this Deed of Trust, then to any subordinate encumbrance, and then to the Trustor. The Trustor agrees to make such further assignments as necessary to give this provision effect.

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1.7 Additional Liens and Protection of Property and Subrogation.

1.7.1 Protection of Property. Beneficiary in its sole discretion may make any payment, expend or advance any funds it deems necessary to protect the Property. Such payment, expenditures or advancements with interest shall be construed to be an advancement to protect the Property and shall be secured by this Deed of Trust.

1.7.2 Additional Security. In the event Beneficiary at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise ~~realize~~ realize upon the same, at its option, either before, concurrently with or after any sale is made hereafter.

1.7.3 Additional Indebtedness. The Trustor shall not further encumber the Mortgaged Property or any portion thereof (including, without limitation, secured transactions under the UCC) without the prior written consent of Beneficiary.

1.7.4 Subrogation. Beneficiary is subrogated to the claim and liens of all parties whose claims and liens are discharged or paid with the proceeds of the indebtedness secured hereby. The Beneficiary is further subrogated to the Trustor for all insurance proceeds, claims or damages to the Property.

1.8 Environmental Pollutants.

1.8.1 Definition. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste or hazardous or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

1.8.2 Representations and Warranties. Trustor represents, covenants and warrants that the Property is not being used nor has it ever been used for any activities involving Environmental Pollutants nor have Environmental Pollutants been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on or under the Property. No Environmental Pollutant or Environmental Pollutant storage facility is presently situated on the Property.

1.8.3 Indemnification. Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Property or which is now or hereafter located above, in, on, under or around the Property. Any such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the Trust, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Promissory Note or otherwise.

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1.8.4 Compliance with Environmental Requirements. If at any time it is determined that the Property, any activity related to the Property or an Environmental Pollutant above, in, under, from or around the Property is subject to regulation under Environmental Requirements, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if requirement by applicable law, and continue with due diligence to take all appropriate action to comply with all such regulations. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the Property, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

1.8.5 Notification to Be Trustor. Immediately upon obtaining knowledge thereof, Trustor shall notify Beneficiary in writing of:

1.8.5.1 Proceedings. Any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant above, in, on, under, from or around the Property;

1.8.5.2 Claims. All claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant; and

1.8.5.3 Radon. The presence of radon above, in, on, under, from or around the Property in unacceptable levels.

1.8.6 Rights of Beneficiary. Beneficiary shall have the right:

1.8.6.1 Reasonable Suspicion. At any time that Beneficiary reasonably suspects the presence of asbestos or radon or of an Environmental Pollutant subject to regulation under Environmental Requirements above, in, on, under, from or around the Property; or

1.8.6.2 Qualified Independent Environmental Audit. Upon and after default of any of the term and conditions of Section 1.8 hereof, to require Trustor, at the sole cost and expense of Trustor, to employ a qualified independent environmental auditor, acceptable to Beneficiary, to conduct an environmental audit of the Property to determine whether there is any asbestos, radon or Environmental Pollutant above, in, on, under, from or around the Property, such that the Property, any activity related to the Property or the Environmental Pollutant is subject to regulation under Environmental Requirements. Beneficiary shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Property.

1.9 Transfer of the Property; Assumption. If all or part of the Property herein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the grant of any

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leasehold interest of three years or less not containing an option to purchase, or (c) such grant of a leasehold interest as may be approved in writing by the Beneficiary, such action is a breach of this agreement, and Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be due and payable, or cause the Trustee to file a Notice of Default. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Beneficiary and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary shall request, but no transfer or conveyance shall release Trustor from liability on the obligation secured hereby.

## SECTION 2.

### BENEFICIARY'S POWERS.

Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Security not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may from time to time and without notice at the request of one or more Trustors (a) release any person so liable; (b) extend or renew the maturity or alter any of the terms of such obligation; (c) grant other indulgences; (d) release or reconvey or cause to be released or reconveyed at any time at the Beneficiary's option any portion or all of the Property; (e) take or release any other or additional security for any obligation herein mentioned; (f) make compositions or other arrangements with debtors in relation thereto. Beneficiary may, in its sole discretion, (i) inspect the Property at any reasonable time; (ii) require such additional security as may be reasonable; and (iii) substitute the Trustee herein with any person, entity or corporation qualified so to act. The attorneys of the Beneficiary or one of them may now or subsequently be designated the Trustee herein and may perform for the Beneficiary duties as counsel and Trustee. Trustor shall be obligated and bound by the actions of the Beneficiary or any Trustor as herein stated.

## SECTION 3.

### ASSIGNMENT OF RENTS, ISSUES AND PROFITS.

3.1 Assignment of Rents. Trustor hereby absolutely assigns and transfers to Beneficiary all the rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to take possession and control of the Mortgaged Property and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of Trustor or Beneficiary, for all such rents, issues and profits and apply the same to the Secured Obligations; provided, however, that Trustor shall have a revocable license to possess and control the Mortgaged Property and to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an Event of Default under any of the Loan Documents. The assignment of rents, issues and profits of the Mortgaged Property in this Section 3 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.



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3.2 Collection Upon Default. Upon any Event of Default under any of the Loan Documents, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the Mortgaged Property, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any Secured Obligations, and in such order as Beneficiary may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

#### SECTION 4.

#### SECURITY AGREEMENT.

4.1 Creation of Security Agreement. With respect to any portion of the Mortgaged Property which constitutes Personal Property, fixtures or other property governed by the Uniform Commercial Code of the state in which the Property is located ("UCC"), this Deed of Trust shall constitute a security agreement between Trustor as the debtor and Beneficiary as the secured party, and Trustor hereby grants to Beneficiary a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the UCC. Trustor will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the secured interest of Beneficiary, or any modification thereof, and all costs and expenses of any searches required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default, Beneficiary should proceed to dispose of such property in accordance with the provisions of the UCC, ten (10) days notice by Beneficiary to Trustor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Beneficiary may at its option dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the UCC.

4.2 Fixtures. Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Property, and it is intended that as to those goods, this Deed of Trust shall be effective as a financing statement filed as fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated on the first page of this Deed of Trust. The mailing address for Trustor is as stated on the first page of this Deed of Trust.

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SECTION 5. EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT.

5.1 Default, Remedies, Acceleration, Sale.

5.1.1 Default. If there should be an Event of Default on the Promissory Note or if the Trustor does not: (1) perform any of the covenants of the Deed of Trust; (2) if Trustor fails to observe any covenant or condition in any document between Trustor and Beneficiary; or (3) if the Beneficiary has expended sums to protect this Security, then the Trustor has breached this Deed of Trust, is in default and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and such sums shall become due and payable without presentment, demand, protest or notice of any kind except as may be provided in the Promissory Note. In addition or in the alternative, Beneficiary may deliver to Trustee a written declaration of default and deed for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the Property and if the Beneficiary decides the Property is to be sold, the Beneficiary shall deposit with Trustee this Deed of Trust and the Note and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Property to be sold, and Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by the Trustee.

5.1.1.1 Sale of Property. The Trustee shall proceed to sell the Property complying with the Nebraska Trust Deeds Act in regard to notice, time and manner of sale. The Trustee may sell the Property in one or more parcels or with other parcels and in such order as the Trustee may designate, at public auction the highest bidder, purchase price payable in cash or as otherwise suitable. The Trustee may postpone the sale from time to time. The Trustee shall execute and deliver to the purchaser a trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Beneficiary or Trustee, may purchase at the sale.

5.1.1.2 Application of Sale Proceeds. When Trustee sells pursuant to the power herein, Trustee shall apply the proceeds of the sale to the payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the trustee's fees incurred. Trustee's fees hereunder shall be deemed reasonable if they are no greater than 5% of the balance of the original amount secured hereby, plus all costs and expenses of the trustee in performance of his duties, including attorney fees, not otherwise paid as costs, and expenses of exercising the power of sale and of the sale. After the payment of Trustee's fees, if the sale is by a Trustee, or the proper court and other costs of foreclosure and sale pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated below to the payment of:

- (1) Attorney's fees and costs of collection;
- (2) Cost of any evidence of title procured in connection with such sale and any revenue or tax deed to be paid;
- (3) All obligations secured by this Deed of Trust;

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- (4) The remainder, if any, to the person legally entitled thereto.

5.1.2 Sums Advanced to Protect Property. Beneficiary may advance such sums as Beneficiary, in its seems reasonable to protect the Property. Sums advanced to protect the Property whether specifically enumerated as such herein or reasonably construed to be so advanced shall become the obligation of the Trustor. The payment of such sums together with the interest thereon shall be secured by this Deed of Trust. The interest rate for sums advanced to protect the Property shall be at the Default Rate provided in the Promissory Note.

5.2 Trustor's Right to Reinstate. If within one (1) month of the recording of a Notice of Default under this Deed of Trust, if the Power of Sale is to be exercised, Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued. Those conditions are that Trustor: (a) pays Beneficiary all sum which then would be due under this Deed of Trust and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall interest not paid when due, shall bear interest at the date such sums were due, or the highest rate allowed remain fully effective as if no acceleration had occurred.

5.3 Remedies Not Exclusive. The remedies provided in this Agreement shall not be exclusive. Upon the default of the Trustor, the Beneficiary may seek relief by any legal or equitable means including the conventional foreclosure of the Property. The Beneficiary may seek to enforce the agreements here made in such order and manner as Beneficiary sees fit. No remedy is intended to be exclusive but each shall be cumulative. Every power or remedy provided under the Deed of Trust to the Trustee or Beneficiary or to which either of them may otherwise be entitled by law may be exercised concurrently or independently as often as is deemed necessary by the Trustee or Beneficiary or either of them and either of them may pursue inconsistent remedies. The Beneficiary or Trustee may proceed to pursue a deficiency judgment against the Trustor to the extent such action is permitted by law.

5.4 Attorney's Fees, Costs and Expenses. Trustor agrees to pay all fees, costs and expenses including attorney's fees expended by the Beneficiary or the Trustee to collect any sum due hereunder or enforce this Deed of Trust. Such sums shall be deemed an advancement to protect the Property when paid by the Beneficiary. Provided further, however, that this section does not apply to the Trustee fee referred to in Section 5.1.1.2.

SECTION 6.

MISCELLANEOUS.

6.1 Reconveyance by Trustee. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to

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the Trustee for cancellation and retention and upon payment by the Trustor of the Trustee's fees, the Trustee shall reconvey to the Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals and such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in any reconveyance may be described as "The person or persons legally entitled thereto."

6.2 Notices.

6.2.1 Notice. Notice as required by the Nebraska Trust Deeds Act shall be given. Except as provided herein and wherever permissible by law Trustors waive notice. Notices may be sent to the parties at their addresses as listed in this Deed of Trust or as otherwise changed. All notices required herein shall be in writing. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto a notice of such change. Any notice hereunder shall be deemed to have been given when placed within the U.S. mail, postage prepaid, addressed to the address of the party as listed herein or as properly changed.

6.2.2 Mailing Notice. Trustor, Beneficiary and Trustee request that a copy of any notice provided hereunder, provided according to applicable law or provided by the terms of any other security agreement covering the Property herein, be mailed to them at the addresses provided above.

6.3 Forbearance by Beneficiary and Waiver. Any forbearance by Beneficiary to Trustee, Trustor or anyone, in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary to Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring. No waiver shall be construed against the Beneficiary unless such waiver shall be express and in writing signed by the Beneficiary.

6.4 Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.

6.5 Successors and Assigns. This Deed of Trust, and all terms, conditions and obligations herein, apply to and inure to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as a beneficiary herein.

6.6 Severable. In the event any one or more provisions of this Deed of Trust shall be held invalid, illegal or unenforceable, such provision, at the option of the Beneficiary, shall not affect any other provision of this Deed of Trust but the Deed of Trust shall be meant and construed as if such provision had never been a part thereof. If any portion of the debt becomes unsecured for any reason, then at the option of the Beneficiary, any and all payments made hereunder may be declared to first apply to the portions of the debt that have become or are unsecured.

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6.7 Acceptance by the Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, "Trustor"

BHD, L.L.C., a Nebraska limited liability company, Member

By: Maurice M. Udes  
Maurice M. Udes, Manager

NEW MILLENNIUM IV, L.L.C., a Nebraska limited liability company, Member

By: K. Irish  
Kevin Irish, Member

By: Herbert Freeman  
Herbert Freeman, Member

McCUNE DEVELOPMENT, L.L.C., a Nebraska limited liability company, Member

By: Paul McCune  
Paul McCune, Member

B-4, L.L.C., a Nebraska limited liability company, Member

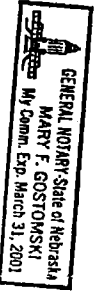
By: Paul Brown  
Paul Brown, Manager

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ACKNOWLEDGMENT

STATE OF NEBRASKA       )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

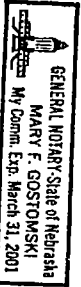
The foregoing instrument was signed before me this 1st day of April, 1999 by Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, Member of Chestnut Ridge, L.L.C, a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and the voluntary act and deed of the limited liability company.



Mary F. Gostowski  
Notary Public

STATE OF NEBRASKA       )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 1st day of April, 1999, by Kevin Irish and Herbert Freeman, Members of New Millennium IV, L.L.C., a Nebraska limited liability company, Member of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed and the voluntary act and deed of the limited liability company.



Mary F. Gostowski  
Notary Public

STATE OF NEBRASKA       )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

The foregoing instrument was signed before me this 1st day of April, 1999, by Paul McCune, Manager of McCune Development, L.L.C., a Nebraska limited liability company, Member of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and the voluntary act and deed of the limited liability company.

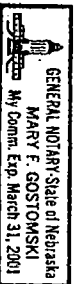


Mary F. Gostowski  
Notary Public

99-011988N

STATE OF NEBRASKA       )  
                                  ) ss:  
COUNTY OF DOUGLAS     )

The foregoing instrument was signed before me this 1<sup>st</sup> day of April, 1999, by Paul M. Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, Member of Chestnut Ridge, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and the voluntary act and deed of the limited liability company.



Mary F. Gostowski  
Notary Public

EXHIBIT "A"

99-019880

# LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 466.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE N00°10'15"W ALONG SAID WEST LINE, 1993.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 555.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.13 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"E ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.881 ACRES, MORE OR LESS.



FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-011988  
99 APR 22 PM 3:36  
Verify 82  
Counter 82  
D.E. 24  
Proof 24  
Fee \$ 80.50  
or 24 Cash ☒ ☐ ☐  
REGISTER OF DEEDS

DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS

This Deed of Trust, Security Agreement and Assignment of Rents (this "Deed of Trust") made this 1st day of April, 1999 by:

Trustor: Chestnut Ridge, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Beneficiary: BHD, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Beneficiary: New Millennium IV, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Beneficiary: McCune Development, L.L.C.  
Address: 19411 Schram Road  
Omaha, NE 68028

Beneficiary: B-4, L.L.C.  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

Trustee: Paul M. Brown, Trustee  
Address: 1925 North 120<sup>th</sup> Street  
Omaha, Nebraska 68154

I. For good and valuable consideration, Trustor irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in Sarpy County, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Property"), together with all buildings and improvements or hereafter erected upon the Property (hereinafter called the "Improvements"), all rents, profits, royalties, income and other benefits derived from the Property; all easements, licenses, rights of way now or hereafter accruing to the Property; and any and all awards made for the taking by eminent domain, including proceeds of any agreement made in lieu thereof (collectively referred to as the "Security");

II. Trustor further grants Beneficiary a security interest in the following (the "Personal Property"):

011988

99-0119884

A. All right, title and interest of Trustor in and to all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Property or used in connection therewith.

B. All of Trustor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Mortgaged Property (as defined below), whether now existing or entered into or obtained after the date hereof; and

C. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Mortgaged Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and Trustor hereby authorizes, directs and empowers Beneficiary, at his option, on Trustor's behalf, or on behalf of the successors or assigns of Trustor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

The foregoing items of Real and Personal Property are hereinafter called the "Mortgaged Property."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Trustor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Deed of Trust expressed to be kept, performed by and observed by or on the part of the Trustor, then the Trustee, its successors and assigns, shall reconvey and release the Mortgaged Property.

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(a) The payment of the debt to each of the Beneficiaries evidenced by (i) the Trustor's Promissory Note payable to BHD, L.L.C. dated April 1, 1999, in the principal sum of One Million and No/100 Dollars (\$1,000,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof and (ii) the Trustor's Promissory Note payable to B-4, L.L.C. dated April 1, 1999, in the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof and (iii) the Trustor's Promissory Note payable to McCune Development, L.L.C. dated April 1, 1999, in the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof and (iv) the Trustor's Promissory Note payable to New Millennium IV, L.L.C. dated April 1, 1999, in the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) together with interest,

99-0119880

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 466.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; THENCE CONTINUING S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N00°10'15"W ALONG SAID WEST LINE, 1993.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 555.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.13 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"E ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.881 ACRES, MORE OR LESS.



PLEASE RETURN TO:  
STEPHEN M. BRUCKNER, ESQ.  
500 ENERGY PLAZA, 409 S. 17 STREET  
OMAHA, NE 68102

98-130214  
ASSIGNMENT OF EASEMENTS

WHEREAS, Omaha Public Power District, hereinafter called OPPD, is a public corporation and political subdivision of the State of Nebraska; and

WHEREAS, Nebraska Public Power District, formerly known as Consumers Public Power District, hereinafter called District, is a public corporation and political subdivision of the State of Nebraska; and


WHEREAS, on July 12, 1968, OPPD and Consumers Public Power District entered into an Electric Interconnection and Interchange Agreement for a portion of the Sheldon-Lincoln-Fort Calhoun Line.

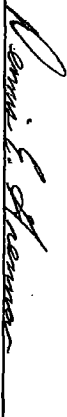
NOW, THEREFORE, in consideration of the performance of the terms and conditions of the Electric Interconnection and Interchange Agreement, and the benefits to accrue to both parties set forth therein, the receipt whereof is hereby acknowledged, District does hereby sell, assign, and transfer unto OPPD, and its successors and assigns, all of the rights, title and interest in and to the District's easements, together with all of the rights and privileges pertaining thereto, which are recorded in the records in Sarpy County, Nebraska, all as more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

In witness whereof, the District has caused this Assignment of Easements to be executed by its duly authorized corporate officer this 5<sup>th</sup> day of May, 1998.

ATTEST

NEBRASKA PUBLIC POWER DISTRICT

  
Title: Assistant Secretary

  
Dennis E. Grennan,  
Senior Vice President, Customer Services

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF PLATTE     )

Before me, a notary public qualified in said county, personally came Dennis E. Grennan, Senior Vice President, Customer Services of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on May 5, 1998.



  
Notary Public

98-130214

44-1820-26

UPDATE - 4/1/98  
UPDATE - 2/1/83

SUMMARY REPORT  
34.5 KV LINE  
TRANSMISSION LINE 3424 - SAPPY COUNTY  
LANCASTER/CASS COUNTY LINE TO GRITVA

Exhibit "A"

| TRACT NO. | PROPERTY OWNER  | SECTION | TOWNSHIP | RANGE | LOCATION                        | STRUCTURE NO.    | ACQUISITION  | PAID       | SIGNED   | DATE & BOOK                           | DAMAGES                             |
|-----------|---|---------|----------|-------|---------------------------------|------------------|--------------|------------|----------|---------------------------------------|-------------------------------------|
| SP1       | Altian Sturzenegger   | 10      | T12N     | R10E  | Gov. Lot #1                     | 130              | Easement     | \$5,000.00 | 12/16/71 | 02/09/72<br>Book 45-Misc.<br>Page 49  | \$5,000.00                          |
| SP1A      | Eva I. Dillon   | 10      | T12N     | R10E  | Gov. Lot #3                     | O.H.             | Easement     | 1,250.00   | 03/04/71 | 03/08/71<br>Book 44-Misc.<br>Page 50  | 150.00                              |
| SP2       | C. Marvin Roberts and<br>Dorothy M. Roberts   | 3       | T12N     | R10E  | SE 1/4<br>in NE 1/4             | 131-133          | Easement     | 10,000.00  | 02/18/71 | 03/31/71<br>Book 44-Misc.<br>Page 111 | 1,000.00                            |
| SP3       | Ronald Patterson and<br>Carol Patterson   | 3       | T12N     | R10E  | NE 1/4 NE 1/4,<br>SE 1/4 NE 1/4 | 1/2 - 134        | Condemnation | 3,125.00   | 03/19/71 | Case 424<br>Docket M3<br>Page 104     |                                     |
| SP4       | Sterling Parker and<br>Skipper Bell Parker,<br>Robert Patterson and<br>Ronald Patterson (Leasees) | 2       | T12N     | R10E  | SE 1/4 NW 1/4                   | 1/2 - 134<br>135 | Condemnation | 3,475.00   | 03/19/71 | Case 424<br>Docket M3<br>Page 104     |                                     |
| SP5       | C. Marvin Roberts and<br>Dorothy M. Roberts<br>(Condemnee)  | 2       | T12N     | R10E  | N 1/4 SW 1/4                    | O.H.             | Easement     | See SP2    | 02/18/71 | 03/31/71<br>Book 44-Misc.<br>Page 153 | See SP2                             |
| SP6       | Arbust Acres, Inc.;<br>Ronald Patterson (Leasee)  | 2       | T12N     | R10E  | N 1/4 NW 1/4                    | 136-137          | Condemnation | 4,125.00   | 03/19/71 | Case 424<br>Docket M3<br>Page 104     |                                     |
| SP7       | Francis Hintz and<br>Margaret Hintz;<br>Edward J. Wagner;<br>Donald Hintz and<br>Normal A. Hintz  | 34      | T13N     | R10E  | SE 1/4<br>NE 1/4                | 138-140          | Easement     | 4,500.00   | 01/30/71 | 02/19/71<br>Book 44-Misc.<br>Page 81  | 1,224.40<br>37.50<br>75.00<br>37.50 |
| SP8       | Patricia McMahon and<br>Lucille D. McMahon  | 34      | T13N     | R10E  | N 1/4 NE 1/4                    | 141-144          | Easement     | 2,150.00   | 01/15/71 | 01/21/71<br>Book 44-Misc.<br>Page 25  | 200.00                              |

Exhibit "A"

SUMMARY REPORT  
345 KV LINE  
TRANSMISSION LINE 3426 - SAPPY COUNTY  
LANCASTER/CASS COUNTY LINE TO GRINA

UPDATE - 2/1/85

| TRACT NO. | PROPERTY OWNER  | DESCRIPTION | SECTION | TOWNSHIP | RANGE | LOCATION                                   | STRUCTURE NO.  | ACQUISITION     | PAID      | SIGNED   | DATE & BOOK  | DAMAGES   |
|-----------|---|-------------|---------|----------|-------|--|----------------|-----------------|-----------|----------|--|-----------|
| SP9       | Henry Dietze Trust,<br>First National Bank of<br>Omaha, Trustee                       |             | 35      | T13N     | R10E  | Pt. of NW 1/4                              | O.H.           | Easement        | \$ 100.00 | 01/31/71 | 02/19/71<br>Book 44-Misc.<br>Page 80                   | -0-       |
| SP10      | Edward James Koutsky and<br>Jeanette Isabelle Koutsky                                 |             | 26      | T13N     | R10E  | SW 1/4                                     | 145-148        | Easement        | 3,200.00  | 01/16/71 | 01/21/71<br>Book 44-Misc.<br>Page 26                   | \$ 100.00 |
| SP11      | Gerald T. Hintz and<br>Marilyn F. Hintz   |             | 27      | T13N     | R10E  | SR 1/2 SR 1/2                              | O.H.           | Easement        | 400.00    | 01/16/71 | 01/21/71<br>Book 44-Misc.<br>Page 27                   | -0-       |
| SP12      | Albin Olson and<br>Bessie Olson   |             | 26      | T13N     | R10E  | W 1/2 NW 1/4                               | 149-151        | Easement        | 2,000.00  | 12/14/70 | 12/24/70<br>Book 43-Misc.<br>Page 487                  | 1,500.00  |
| SP13      | Arthur H. Lienemann   |             | 23      | T13N     | R10E  | SW 1/4                                     | 152-154        | Easement        | 3,500.00  | 12/24/70 | 01/08/71<br>Book 44-Misc.<br>Page 7                    | 1,012.00  |
| SP14      | Herbert H. Lienemann and<br>Helen A. Lienemann  |             | 23      | T13N     | R10E  | NW 1/4                                     | 155-157<br>158 | Easement        | 1,500.00  | 12/14/70 | 12/24/70<br>Book 43-Misc.<br>Page 488<br>Page 488 A    | 381.00    |
| SP15      | State of Nebraska<br>Department of Roads  |             | 23      | T13N     | R10E  | Interstate 80<br>1.540 ft. NW<br>of E line | --             | Permit #0-06359 | --        | 03/16/71 | County Court<br>Report of<br>Appraisers                | 1,283.00  |
| SP17      | John H. Dietz and<br>Alma Dietz;<br>Adolf B. Dietz and<br>Eva A. Dietz<br>(Condemnee) |             | 14      | T13N     | R10E  | S 1/2 SW 1/4                               | 159-160        | Condemnation    | 7,667.00  | 03/18/71 | District Court<br>Journal Entry<br>Docket 13, Page 258 |           |
| SP18      | Russel L. Skog and<br>Beatrice H. Skog<br>(Condemnee)                                 |             | 14      | T13N     | R10E  | N 1/2 SW 1/4                               | 161-162        | Condemnation    | 24,825.00 | 04/20/71 | 06/23/71<br>Book 44-Misc.<br>Page 309                  | 500.00    |
| SP19      | Hulac, Inc.<br>Edw. V. Hulac, Pres.<br>Frank Hulac, Sec.-Treas.                       |             | 14      | T13N     | R10E  | E 1/2 NW 1/4                               | 163-165        | Easement        | 11,500.00 | 05/17/71 | 06/23/71<br>Book 44-Misc.<br>Page 308                  |           |

2 of 4

SUMMARY REPORT  
345 KV LINE  
TRANSMISSION LINE 3424 -  
SARPY COUNTY  
LANCASTER/CASS COUNTY LINE TO GREINA

UPDATE - 2/1/85

| TRACT<br>NO. | PROPERTY OWNER   | DESCRIPTION | SECTION | TOWNSHIP | RANGE | LOCATION                     | STRUCTURE<br>NO. | ACQUISITION            | PAID       | SIGNED   | DATE & BOOK<br>RECORDED                 | DAMAGES    |
|--------------|--|-------------|---------|----------|-------|------------------------------|------------------|------------------------|------------|----------|---|------------|
| SP20         | Charles J. Bystrek and<br>Rita A. Bystrek;<br>Gary E. Reimers and<br>Sandra A. Reimers | RIOE        | 14      | 13N      |       | W 1/2 NW 1/4                 | 0.H.             | Easement               | \$1,000.00 | 01/21/71 | 02/04/71<br>Book 44-Misc.<br>Page 59    | 100.00     |
| SP21         | Lawrence L. Lyons  | RIOE        | 11      | 13N      |       | SE 1/4                       | 166-168          | Easement               | 4,000.00   | 12/18/70 | 01/08/71<br>Book 44-Misc.<br>Page 8     | 412.00     |
| SP22         | Raymond J. McLean and<br>Esther McLean<br>(Condemnee)                                  | RIOE        | 11      | 13N      |       | NE 1/4                       | 169-171          | Condemnation           | 12,557.00  | 03/18/71 | County Court<br>Report of<br>Appraisers |            |
| SP23         | Heinrich Schmack, Jr. and<br>Mrs. Gladys Schmack                                       | RIOE        | 2       | 13N      |       | W 1/2 SE 1/4<br>N 1/2 SW 1/4 | 173-175          | Void Tract<br>Easement | 10,000.00  | 04/12/71 | 04/19/71<br>Book 44-Misc.<br>Page 199   | \$2,900.00 |
| SP25         | Void Tract<br>Walter J. Scheef and<br>Anna Mae Scheef                                  | RIOE        | 2       | 13N      |       | E 1/2 NW 1/4                 | 176-179          | Void Tract<br>Easement | 4,000.00   | 12/08/70 | 12/24/70<br>Book 43-Misc.<br>Page 486   | 1,500.20   |
| SP26A        | Harry Jansen   | RIOE        | 2       | 13N      |       | Tax Lot 1<br>NE 1/4          | 0.H.             | Easement               | 100.00     | 12/16/70 | 12/24/70<br>Book 43-Misc.<br>Page 489   | -0-        |
| SP27         | John Carlin and<br>Pauline Carlin  | RIOE        | 35      | 14N      |       | South 50 Acres<br>SW 1/4     | 180-182          | Easement               | 3,800.00   | 02/18/71 | 03/08/71<br>Book 44-Misc.<br>Page 105   | 432.00     |
| SP27         | Howard C. Krambeck and<br>Alvine Krambeck<br>(Tenant)                                  | RIOE        | 35      | 14N      |       | South 50 Acres<br>SW 1/4     | 180-182          | Easement               | 1.00       | 03/22/71 | 03/31/71<br>Book 44-Misc.<br>Page 151   |            |
| SP28         | Leonard Gramlich and<br>Laura A. Gramlich  | RIOE        | 35      | 14N      |       | North 110 Acres<br>SW 1/4    | 183-184          | Easement               | 10,000.00  | 04/06/71 | 04/19/71<br>Book 44-Misc.<br>Page 198   |            |
| SP29         | W. G. McCubbin and<br>Margaret McCubbin  | RIOE        | 35      | 14N      |       | E 1/2 NW 1/4                 | 185-187          | Easement               | 8,500.00   | 04/12/71 | 04/19/71<br>Book 44-Misc.<br>Page 197   | 1,000.00   |
| SP30         | Harold C. Horn and<br>Lola R. Horn   | RIOE        | 26      | 14N      |       | SW 1/4                       | 188-191          | Easement               | 2,646.00   | 11/04/70 | 12/10/70<br>Book 43-Misc.<br>Page 471   | 3,500.00   |

Exhibit "A"

98-13028D



Exhibit "A"

SUMMARY REPORT  
34.5 KV LINE  
TRANSMISSION LINE 3424 - SARPY COUNTY  
LANCASTER/CASS COUNTY LINE TO GRETNA

UPDATE - 2/1/85

| TRACT<br>NO. | PROPERTY OWNER   | SECTION | TOWNSHIP | RANGE | LOCATION             | STRUCTURE<br>NO. | ACQUISITION     | PAID        | SIGNED   | DATE & BOOK<br>RECORDED              | DAMAGES   |
|--------------|--|---------|----------|-------|----------------------|------------------|-----------------|-------------|----------|--------------------------------------|-----------|
| SP31         | Everett True and<br>Evelyn C. True   | 26      | T14N     | R10E  | E 1/2 NW 1/4         | 192-194          | Easement        | \$ 7,450.00 | 03/08/71 | Book 44-Misc.<br>Page 106            | 1,300.00  |
| SP32         | Everett True and<br>Evelyn C. True   | 23      | T14N     | R10E  | Pt. of E 1/2 SW 1/4  | O.H.             | Easement        | 50.00       | 02/20/71 | Book 44-Misc.<br>Page 108            | -0-       |
| SP33         | Anna Catherine Rohrer  | 26      | T14N     | R10E  | Pt. of W 1/2 NW 1/4  | O.H.             | Easement        | 50.00       | 11/04/70 | Book 43-Misc.<br>Page 472            | -0-       |
| SP34         | Ronald R. Sawyer and<br>Peggy Ann Sawyer   | 23      | T14N     | R10E  | W 1/2 SE 1/4         | 195-197          | Easement        | 3,500.00    | 02/20/71 | Book 44-Misc.<br>Page 109            | \$ 892.80 |
| SP35         | Everett True and<br>Evelyn C. True   | 23      | T14N     | R10E  | E 1/2 SE 1/4         | 198-199          | Easement        | 4,500.00    | 02/20/71 | Book 44-Misc.<br>Page 107            | 849.60    |
| SP36         | Mathilda M. Krambeck   | 24      | T14N     | R10E  | W 1/2 SW 1/4         | 200-201          | Easement        | 3,500.00    | 03/15/71 | Book 44-Misc.<br>Page 152            | 648.00    |
| SP37         | Howard C. Krambeck and<br>Alvina Krambeck  | 24      | T14N     | R10E  | E 1/2 SW 1/4         | 202-206          | Easement        | 15,000.00   | 03/22/71 | Book 44-Misc.<br>Page 150            | 1,958.40  |
| SP81B-011840 | Howard C. Krambeck 24  | 19      | T14N     | R10E  | E 1/2 SW 1/4, SE 1/4 | 207-209          | Quit Claim Deed | --          | 03/07/73 | Book 44-Misc.<br>Page 148, Page 1028 |           |
| SP38         | Computer Developments, Inc.<br>& Investors, Inc.<br>Bernard J. Ortmeyer,<br>Vice Pres. | 19      | T14N     | R11E  | N 1/2 SW 1/4         | 207-209          | Easement        | --          | 04/15/73 | Book 44-Misc.<br>Page 227            |           |
| SP39         | Ralph E. Tetrick, Jr. and<br>Marilyn M. Tetrick  | 19      | T14N     | R11E  | SE 1/4               | 210-212          | Easement        | 8,500.00    | 03/31/71 | Book 44-Misc.<br>Page 307            | 2,000.00  |
| SP40         | Herman Gehrken and<br>Adelaide Gehrken   | 20      | T14N     | R11E  | SW 1/4               | 213-215          | Easement        | 6,000.00    | 01/16/70 | Book 44-Misc.<br>Page 28             | 1,250.20  |
| SP41         | John C. Schneider and<br>Lillian L. Schneider  | 20      | T14N     | R11E  | SE 1/4               | 216-217          | Easement        | 4,000.00    | 03/03/71 | Book 44-Misc.<br>Page 110            | 762.00    |
|              | OPPD Substation  |         |          |       |                      | 218              |                 |             |          |                                      | 150.00    |

4 of 4

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
47-006168

97 APR -2 PM 3:23

*Paul D. Anderson*  
REGISTER OF DEEDS

|             |        |
|-------------|--------|
| NEED        | WITNES |
| APR 2 1997  |        |
| S 02.25 MR. |        |

Counter *pm*  
Verify *pm*  
D.E. *pm*  
2001 *pm*  
Fee. *pm*  
3k *pm*  
Cash *pm*  
Change *pm*

### WARRANTY DEED

RICHARD W. JANSEN and MARY ANN JANSEN, husband and wife, Grantors, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, convey and demise unto MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, HIS SUCCESSORS AND ASSIGNS, UNDER TRUST AGREEMENT DATED FEBRUARY 24, 1995, as Grantee, the following described real property, together with all improvements and appurtenances thereto:

That part of fractional Lot 5A1, located in the E1/2 of the SE 1/4 of Section 2, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, more fully described as follows: Referring to the E1/4 Corner of said Section 2; thence S 0°32'05" W, (assumed bearing), along the East line of the SE1/4, 460.75'; thence N 89°27'55" W, 55.17' to a point on the Westerly right of way line of State Highway No. 6 and the true point of beginning; thence S 0°36'21" W, 184.00'; thence S 0°31'04" W, 1015.71'; thence N 90°00'00" W, 1275.15' to a point on the West line of the E1/2 of the SE1/4; thence N 0°21'23" E, along said West line, 1654.03'; thence N 89°44'52" E, along the North line of the E1/2 SE1/4, 555.04' to the Northwest Corner of Lot 4; thence S 0°37'48" W, 460.13'; thence N 89°44'15" E, 726.02' to the point of beginning, and the easements for ingress and egress reserved by Grantors in the Warranty Deed dated December 31, 1993 and filed for record on March 7, 1994 at the office of the Register of Deeds of Sarpy County, Nebraska, Instrument No. 94-05099 and the Warranty Deed dated September 19, 1995 and filed for record on September 20, 1995 at the office of the Register of Deeds of Sarpy County, Nebraska, Instrument No. 95-16236.

Grantors covenant with the Grantee that Grantors:

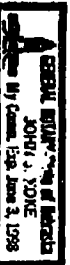
1. are lawfully seized of such real estate and that it is free and clear of all encumbrances, except easements, restrictions and covenants of record;
2. have legal power and lawful authority to convey the same;
3. warrant and will defend title to the real estate against all lawful claims.

DATED this 14 day of September, 1997.

*Richard W. Jansen*  
RICHARD W. JANSEN, Grantor.  
*Mary Ann Jansen*  
MARY ANN JANSEN, Grantor.

STATE OF NEBRASKA )  
                                  *SAC* ) ss.  
COUNTY OF ~~DODGE~~ *JE* )

The foregoing instrument was signed before me this 14 day of September, 1997, by RICHARD W. JANSEN and MARY ANN JANSEN, husband and wife, Grantors.



006168

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-013644  
99 MAY -6 AM 10:21  
*Steve S. Janssen*  
REGISTER OF DEEDS

*99-013644*  
Counter DW  
Verify SW  
D.E. 24  
Proof 24  
Fee \$ 15.50  
OK ☒ Cash ☐ Chg ☐

Prepared by: Brown & Wolff, P.C., 1925 North 120<sup>th</sup> Street, Omaha, Nebraska 68154

### ASSIGNMENT OF EASEMENT

#### PARTIES:

ASSIGNMENT OF EASEMENT ("Assignment") made this 1st day of April, 1999, by and between PLUM CREEK DEVELOPMENT III, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Assignor") and CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Assignee").

#### RECITALS:

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

A. On February 13, 1994, Richard W. Jansen and Mary Ann Jansen, husband and wife, granted an easement to Assignors over a portion of the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., Sarp County, Nebraska, more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference, which said easement was filed on March 7, 1994 as Instrument Number 94-05098 in the records of the Register of Deeds of Sarp County, Nebraska (the "Easement").

B. On October 1, 1998, Larry G. Kersten and Judith A. Kersten, husband and wife, granted an assignment of all of their right, title and interest in the Easement to the Assignor over the property legally described in Exhibit "A".

C. Assignor desires to assign all of their right, title and interest in the Easement to Assignee.

#### ASSIGNMENT:

In consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. ASSIGNMENT OF EASEMENT.

Upon execution hereof by all parties hereto, Assignor hereby sells, transfers, sets over and assigns to Assignee, their successors and assigns, all of Assignor's right, title, interest and estate in and to the Easement.

#### SECTION 2. ACCEPTANCE OF ASSIGNMENT OF EASEMENT.

Upon execution hereof by all parties hereto, Assignee hereby accepts the assignment of Assignor's Easement and Assignee agrees to perform all of the duties and obligations required to be performed as grantees of the Easement.

013644

99-013644A

IN WITNESS WHEREOF, the undersigned have executed this Assignment Of Easement on the day and year first written above.

PLUM CREEK DEVELOPMENT III, L.L.C.,  
a Nebraska limited liability company, Assignor

By: *Paul McCune*  
Paul McCune, Manager

CHESTNUT RIDGE, L.L.C., a Nebraska  
limited liability company Assignor

By: *Paul McCune*  
Paul McCune, Manager

By: *Paul Brown*  
Paul Brown, Manager

By: *Kevin Irish*  
Kevin Irish, Manager

By: *Maurice M. Udes*  
Maurice M. Udes, Manager

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 1st day of April, 1999, by Paul McCune, Manager of PLUM CREEK DEVELOPMENT III, L.L.C., a Nebraska limited liability company, Assignor.

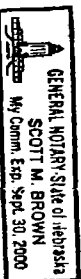


*Scott M. Brown*  
Notary Public

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 1st day of April, 1999, by Paul McCune, Paul Brown, Kevin Irish, and Maurice M. Udes, Managers of CHESTNUT RIDGE, L.L.C., a Nebraska limited liability company, Assignee.



*Scott M. Brown*  
Notary Public

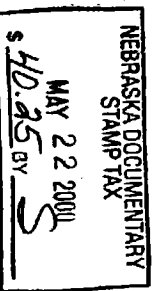
Exhibit "A"

99-013644B

A tract of land 50 feet wide located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as:

Referring to the Southwest corner of said Southeast Quarter of the Southeast Quarter, thence North  $00^{\circ}21'23''$  East, along the West line of the Southeast Quarter of the Southeast Quarter, 33 feet to the true point of beginning; thence continuing North  $00^{\circ}21'23''$  East, 605.16 feet; thence North  $90^{\circ}00'00''$  East, 50.00 feet; thence South  $00^{\circ}21'23''$  West, 605.16 feet; thence North  $90^{\circ}00'00''$  West, 50.00 feet to the point of beginning.

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000 12009  
2000 HY 22 AM 10:52  
*George S. Woodling*  
REGISTER OF DEEDS



Counter S  
Verify AK  
D.E. due  
Proof 26.50  
Fee \$ 26.50  
ck ☒ Cash ☐ Cng ☐

WARRANTY DEED

Chestnut Ridge, L.L.C., a Nebraska limited liability company, Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and demise unto

L. P. Contracting, Inc.

herein called the grantee whether one or more, the following described real property, together with all improvements and appurtenances thereto:

Lot 21 in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

Grantor covenants with the Grantee that Grantor:

1. is lawfully seized of such real estate and that it is free and clear of all encumbrances, except easements, restrictions and covenants of record; all regular taxes and special assessments, except those levied or assessed subsequent to the date hereof;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against all lawful claims.

Dated this 17 of May 2000

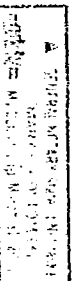
Chestnut Ridge, L.L.C.,  
a Nebraska limited liability company,  
Seller

By: *[Signature]*  
Paul McCune, Manager  
By: *[Signature]*  
Maureen M. Udes, Manager

By: *[Signature]*  
Kevin Irish, Manager  
By: *[Signature]*  
Paul M. Brown, Manager

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 17 day of May 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Paul McCune, Manager of Chestnut Ridge, L.L.C., a Nebraska limited liability company known to me to be the individual who executed the foregoing instrument in such capacity, and acknowledged that he executed the same as his voluntary act and deed.



*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

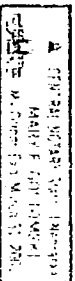
On this 17 day of May 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Kevin Irish, Manager of Chestnut Ridge, L.L.C., a Nebraska limited liability company, known to me to be the individual who executed the foregoing instrument in such capacity, and acknowledged that he executed the same as his voluntary act and deed.



*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 17 day of May 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Paul M. Brown, Manager of Chestnut Ridge, L.L.C., a Nebraska limited liability company, known to me to be the individual who executed the foregoing instrument in such capacity, and acknowledged that he executed the same as his voluntary act and deed.



*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 17 day of May 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Maureen M. Udes, Manager of Chestnut Ridge, L.L.C., a Nebraska limited liability company, known to me to be the individual who executed the foregoing instrument in such capacity, and acknowledged that he executed the same as his voluntary act and deed.



*[Signature]*  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-013643  
99 MAY -6 AM 10:20  
*Shirley J. Janssen*  
REGISTER OF DEEDS

99-013643  
Counter 5  
Verify DM  
D.E. ay  
Proof AT  
Fee \$ 13.50  
OK ☒ Cash ☐ Chg ☐

Prepared by: Brown & Wolff, P.C., P.O. Box 540730, Omaha, Nebraska 68154-0730

### ASSIGNMENT OF EASEMENT

#### PARTIES:

ASSIGNMENT OF EASEMENT ("Assignment") made this 1<sup>st</sup> day of October, 1998, by and between LARRY G. KERSTEN and JUDITH A. KERSTEN (hereinafter referred to as "Assignor") and PLUM CREEK DEVELOPMENT III, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Assignee").

#### RECITALS:

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

A. On February 13, 1994, Richard W. Jansen and Mary Ann Jansen, husband and wife, granted an easement to Assignors over a portion of the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference, which said easement was filed on March 7, 1994 as Instrument Number 94-05098 in the records of the Register of Deeds of Sarpy County, Nebraska (the "Easement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Assignors desires to assign all of their right, title and interest in the Easement to Assignee.

#### ASSIGNMENT:

In consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. ASSIGNMENT OF EASEMENT.

Upon execution hereof by all parties hereto, Assignor hereby sells, transfers, sets over and assigns to Assignee, their successors and assigns, all of Assignor's right, title, interest and estate in and to the Easement.

#### SECTION 2. ACCEPTANCE OF ASSIGNMENT OF EASEMENT.

Upon execution hereof by all parties hereto, Assignee hereby accepts the assignment of Assignor's Easement and Assignee agrees to perform all of the duties and obligations required to be performed as grantees of the Easement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment Of Easement on the day and year first written above.

R+W  
10/2  
Brown & Wolff  
One Bankers Plaza  
1125 N. 152th Street  
Omaha, NE 68154-1591

013643

99-013643A

Larry G. Kersten  
LARRY G. KERSTEN, Assignor

Judith A. Kersten  
JUDITH A. KERSTEN, Assignor

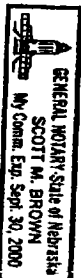
PLUM CREEK DEVELOPMENT III, L.L.C.,  
a Nebraska limited liability company Assignee

By: Larry G. Kersten  
Manager

STATE OF NEBRASKA

COUNTY OF

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 1998, by  
LARRY G. KERSTEN and JUDITH A. KERSTEN, husband and wife, Assignors.



[Signature]  
Notary Public

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 1998, by  
Paul S. McLean, Manager of PLUM CREEK DEVELOPMENT III, L.L.C., a Nebraska limited  
liability company, Assignee.



[Signature]  
Notary Public



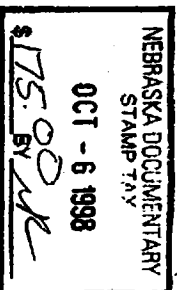
99-013643B

Exhibit "A"

A tract of land 50 feet wide located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as:

Referring to the Southwest corner of said Southeast Quarter of the Southeast Quarter, thence North 00°21'23" East, along the West line of the Southeast Quarter of the Southeast Quarter, 33 feet to the true point of beginning, thence continuing North 00°21'23" East, 605.16 feet, thence North 90°00'00" East, 50.00 feet; thence South 00°21'23" West, 605.16 feet; thence North 90°00'00" West, 50.00 feet to the point of beginning.

FILED SAMPY CO. NE.  
INSTRUMENT NUMBER  
98-028181  
98 OCT -6 AM 10:13  
*George J. Sampy*  
REGISTER OF DEEDS



Counter 152k  
Verify rk  
D.E. rk  
Proof rk  
Fee \$ 15.50  
or ☒ Cash ☐ S/Hg ☐

Prepared by: Cornerstone Title & Escrow, Inc., P.O. Box 540730, Omaha, Nebraska 68154-0730

WARRANTY DEED

BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, and ANTHONY R. GRECO, TRUSTEE OF THE ANTHONY R. GRECO AMENDED AND RESTATED REVOCABLE TRUST DATED MAY 27, 1997, Grantors, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, convey and demise unto MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, as Grantee, the following described real property, together with all improvements and appurtenances thereto:

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

Grantors covenant with the Grantee that Grantors:

1. are lawfully seized of such real estate and that it is free and clear of all encumbrances, except easements, restrictions and covenants of record;
2. have legal power and lawful authority to convey the same;
3. warrant and will defend title to the real estate against all lawful claims.

Dated this 29<sup>th</sup> of SEPTEMBER, 1998.

*Bernard J. Wilson*  
BERNARD J. WILSON, Grantor.

*Rose Marie Wilson*  
ROSE MARIE WILSON, Grantor.

ANTHONY R. GRECO AMENDED AND  
RESTATED REVOCABLE TRUST  
DATED MAY 27, 1997,

Grantor  
By: *Anthony R. Greco*  
Anthony R. Greco, Trustee

028181

98-28181A

STATE OF NEBRASKA     )  
                                  ) ss:  
COUNTY OF                )

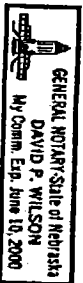
On this 29<sup>th</sup> day of September, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss:  
COUNTY OF                )

On this 29<sup>th</sup> day of September, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named ANTHONY R. GRECO, to me known to be the Trustee of the Anthony R. Greco Amended and Restated Revocable Trust dated May 27, 1997, and the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as trustee.



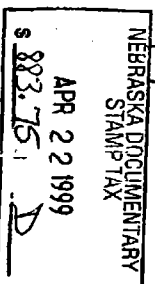
[Signature]  
Notary Public

Exhibit "A"

98-28/81B

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., in Sarpy County, Nebraska, more fully described as follows: Referring to the Southeast corner of said Section 2; thence North 00°32'05" East (assumed bearing), along the East line of the Southeast Quarter, 637.49 feet; thence North 89°27'55" West, 55.00 feet to a point on the Westerly right-of-way line of State Highway No. 6 and the true point of beginning; thence North 89°58'38" West, 447.36 feet; thence North 90°00'00" West, 826.83 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter; North 00°21'23" East along the West line, 342.29 feet; thence North 90°00'00" East, 1,275.15 feet to a point on the Westerly right-of-way line of State Highway No. 6; thence South 00°31'04" West, along said right-of-way, 342.48 feet to the point of beginning.

FILED SAMPY CO. NE.  
INSTRUMENT NUMBER  
99-011987  
99 APR 22 PM 3:34  
*Scott M. Brown*  
REGISTER OF DEEDS



Counter 25  
Verify AK  
D.E. AK  
Proof AK  
Fee \$ 10.50  
on 99 10 10

Trustee's Deed  
(Intervivos Trust)

MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, HIS SUCCESSORS AND ASSIGNS, UNDER TRUST AGREEMENT DATED FEBRUARY 24, 1995, GRANTOR, in consideration of Ten Dollars (\$10.00) and other valuable consideration received from Grantee, conveys to Chestnut Ridge, L.L.C., a Nebraska limited liability company, 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,

subject to easements, reservations, covenants and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free and clear of all liens and encumbrances, except easements, restrictions and covenants of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against any acts of the GRANTOR.

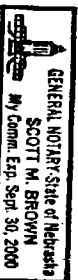
Executed April 1, 1999.

MAURICE M. UDES, TRUSTEE OF THE  
MAURICE M. UDES REVOCABLE TRUST  
NO. 2, HIS SUCCESSORS AND ASSIGNS,  
UNDER TRUST AGREEMENT DATED  
FEBRUARY 24, 1995

By: Maurice M. Udes  
Maurice M. Udes, Trustee

STATE OF NEBRASKA )  
                                  ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was signed before me this 1st day of April, 1999, by Maurice M. Udes, Trustee of the Maurice M. Udes Revocable Trust No. 2, his successors and assigns, under Trust Agreement dated February 24, 1995, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as trustee.



Notary Public

011987

99-011987A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

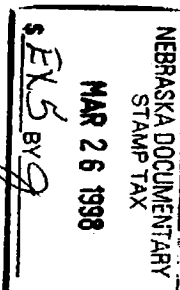
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S00°00'27"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 2, 460.75 FEET; THENCE N89°59'33"W, 55.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°04'50"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 184.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°01'35"E, 1355.06 FEET TO THE NORTHEAST CORNER OF TAX LOT 5B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5B, 466.19 FEET TO THE NORTHEAST CORNER OF TAX LOT 5A1B; THENCE CONTINUING S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 808.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE N00°10'15"W ALONG SAID WEST LINE, 1993.37 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N89°13'14"E ALONG SAID NORTH LINE, 555.04 FEET TO THE NORTHWEST CORNER OF TAX LOT 4; THENCE S00°06'10"W ALONG THE WEST LINE OF SAID TAX LOT 4, 460.13 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 4; THENCE N89°12'37"E ALONG THE SOUTH LINE OF SAID TAX LOT 4, 726.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 50.881 ACRES, MORE OR LESS.

After recording return to:  
David P. Wilson  
Marta Clare & Richards  
11605 Miracle Hills Drive, #300  
Omaha, NE 68154-4487  
(402) 492-9800

REGISTER OF DEEDS

98 MAR 26 AM 9:59

FILED SAPPY CO. NE.  
INSTRUMENT NUMBER  
98-007181



Quarter 99  
Section 27  
Range 14  
Township 27  
County 14  
Date 3/26/98  
Time 9:59  
Page 1

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

THAT ANTHONY R. GRECO and MINNA LU GRECO, husband and wife, and BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, ("Grantors"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, ("Grantees") the following described real property in Sarpy County, Nebraska, to wit:

An undivided One-Half (1/2) interest in and to the following property:

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., in Sarpy County, Nebraska, more fully described as follows: Referring to the Southeast corner of said Section 2; thence North 0 degrees 32'05" East (assumed bearing), along the East line of the Southeast Quarter, 637.49 feet, thence North 89 degrees 27'55" West, 55.00 feet to a point on the Westerly right-of-way line of State Highway No. 6 and the true point of beginning; thence North 89 degrees 58'38" West, 447.36 feet, thence North 90 degrees 00'00" West, 826.83 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter; North 0 degrees 21'23" East along said West line, 342.29 feet; thence North 90 degrees 00'00" East, 1,275.15 feet to a point on the Westerly right-of-way line of State Highway No. 6; thence South 0 degrees 31'04" West, along said right-of-way, 342.48 feet to the point of beginning.

TO HAVE AND TO HOLD the above-described premises together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Grantees and to their successors and assigns forever, so that neither the said Grantors, nor any persons in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

EXECUTED this 12 day of MAY, 1998

007181

**GRANTORS:**

**GRANTORS:**

~~ANTHONY R. GRECO~~

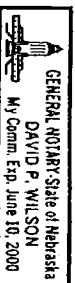
MINNA LU GRECO

BERNARD J. WILSON

ROSE MARIE WILSON

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.  
)

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of MAY, 1998, by ANTHONY R. GRECO and ~~MANNA LU~~ GRECO, husband and wife, Grantors.



Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 1998, by BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, Grantors.



Notary Public



INSTRUMENT NUMBER  
98-007180

98 MAR 26 AM 9:58

**After recording return to:**

**David P. Wilson**

**Marks Clare & Richards**  
11605 Miracle Hills Drive

(402) 492-9800

# REGISTER OF DEEDS

NEBRASKA DOCUMENTARY  
STAMP TAX

**MAR 26 1998**

SL 5 BY 9

Q8-07180

Counter ~~24~~  
Verify: ~~24~~

14/11/20

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That ANTHONY R. GRECO and MINNA LU GRECO, husband and wife, and BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, ("Grantors"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto ANTHONY R. GRECO, TRUSTEE OF THE ANTHONY R. GRECO AMENDED AND RESTATED REVOCABLE TRUST DATED MAY 27, 1997, and his successors in trust, the following described real property in Sarpy County, Nebraska, to wit:

An undivided One-Half (1/2) interest in and to the following property:

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 13 North, Range 10 East of the 6th P.M., in Sarpy County, Nebraska, more fully described as follows: Referring to the Southeast corner of said Section 2; thence North 0 degrees 32'05" East (assumed bearing), along the East line of the Southeast Quarter, 637.49 feet, thence North 89 degrees 27'55" West, 55.00 feet to a point on the Westerly right-of-way line of State Highway No. 6 and the true point of beginning; thence North 89 degrees 58'38" West, 447.36 feet, thence North 90 degrees 00'00" West, 826.83 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter; North 0 degrees 21'23" East along said West line, 342.29 feet; thence North 90 degrees 00'00" East, 1,275.15 feet to a point on the Westerly right-of-way line of State Highway No. 6; thence South 0 degrees 31'04" West, along said right-of-way, 342.48 feet to the point of beginning.

TO HAVE AND TO HOLD the above-described premises together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Trustee and to his successors and assigns forever, so that neither the said Grantor, nor any person in his name and behalf shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In the event of the death, resignation or inability of ANTHONY R. GRECO to serve as Trustee, then those persons then acting as successor Trustee(s) pursuant to the Anthony R. Greco Amended and Restated Revocable Trust Agreement, dated May 27, 1997, shall be the successor Trustee(s) hereunder, with full power to sell, transfer and convey the above-described real property.

007180

98-071804

EXECUTED this 12 day of MAY, 1998.

GRANTORS:

Anthony R. Greco  
ANTHONY R. GRECO

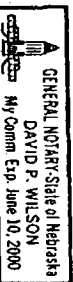
Minna Iu Greco  
MINNA IU GRECO

Bernard J. Wilson  
BERNARD J. WILSON

Rose Marie Wilson  
ROSE MARIE WILSON

STATE OF NEBRASKA                     )  
COUNTY OF DOUGLAS                ) ss.

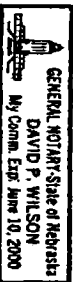
The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of MAY, 1998, by ANTHONY R. GRECO and MINNA IU GRECO, husband and wife, Grantors.



David P. Wilson  
Notary Public

STATE OF NEBRASKA                     )  
COUNTY OF DOUGLAS                ) ss.

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of MAY, 1998, by BERNARD J. WILSON and ROSE MARIE WILSON, husband and wife, Grantors.

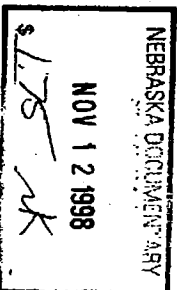


David P. Wilson  
Notary Public

R:\9725.000\ESTIA\SARPY.PAC

98-032195

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**98-032195**  
98 NOV 12 PM 12:03  
REGISTER OF DEEDS  
*Heidi J. [unclear]*



*nk*  
*dy3*  
*m*  
Fee \$10.50

QUIT CLAIM DEED

MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey, demise, and quitclaim unto PAUL S. MCCUNE, MAURICE M. UDES, HERBERT FREEMAN, KEVIN RISH and CAROLE HUNSLEY, as tenants in common, as Grantees, all of its right, title and interest, without reservation, in and to the following described real property located in Sarpy County, Nebraska:

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

Dated this 22<sup>nd</sup> day of October, 1998.

MAURICE M. UDES REVOCABLE  
TRUST NO. 2

By: *Maurice M. Udes*  
Maurice M. Udes, Trustee

STATE OF NEBRASKA )  
                                  ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was signed before me this 22<sup>nd</sup> day of October, 1998, by Maurice M. Udes, Trustee of the Maurice M. Udes Revocable Trust No. 2, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Trustee.

*[Signature]*  
Notary Public



032195

EXHIBIT       

98-032195A

LEGAL DESCRIPTION - TRUSTEE'S TRACT

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S89°13'14"W ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, 1335.54 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE ALONG SAID WEST LINE S00°10'15"E, 1857.60 FEET TO THE POINT OF BEGINNING; THENCE N89°49'45"E 71.49 FEET; THENCE S00°10'15"E, 135.33 FEET TO A POINT ON THE NORTH LINE OF TAX LOT 5A1B; THENCE S89°28'22"W ALONG THE NORTH LINE OF SAID TAX LOT 5A1B, 71.49 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N00°10'15"W ALONG SAID WEST LINE, 135.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.223 ACRES, MORE OR LESS.

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000 12010  
2000 MAY 22 AM 10:53  
*Handwritten signature*  
REGISTER OFF ~~DEPT~~

*SVV*  
Counter 11  
Verify 11  
D.E. 11  
Proof 11  
Fee 6.50  
OR 11 073

PARTIAL DEED OF RECONVEYANCE  
(Under Nebraska Trust Deeds Act)

Know All Men by These Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust, Security Instrument and Assignment of Rents dated April 1, 1999, executed by Chestnut Ridge, L.L.C., a Nebraska limited liability company, wherein Paul M. Brown is Trustee for the benefit of BHD, L.L.C., New Millennium IV, L.L.C., McCune Development, L.L.C., B4, L.L.C., the Beneficiary named therein, said Deed of Trust recorded in the Mortgage Records in the office of the Register of Deeds of Sarpy County, Nebraska, as instrument number 99-011988, the Beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered:

NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereto all of the interest and estate derived to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

Lot 21 in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

Dated this 17 day of May 2000

*Handwritten signature of Paul M. Brown*  
Paul M. Brown, Trustee

STATE OF NEBRASKA  
COUNTY OF DOUGLAS )  
} ss.

The foregoing instrument was acknowledged before me this 17 day of May 2000, by  
Paul M. Brown, Trustee.

*Handwritten signature of Mary F. Gostowski*  
Notary Public  


This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property.

Dated: May 17, 2000

BHD, L.L.C., a Nebraska limited liability company  
By: *Handwritten signature of Maurice M. Udes*  
Maurice M. Udes, Manager

NEW MILLENNIUM IV, L.L.C., a Nebraska limited liability company  
By: *Handwritten signature of Kevin Ish*  
Kevin Ish, Member  
By: *Handwritten signature of Herbert Freeman*  
Herbert Freeman, Member

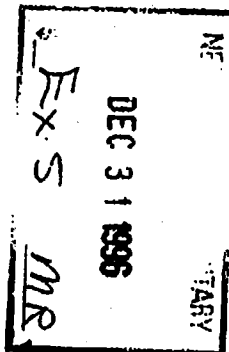
McCune Development, L.L.C., a Nebraska limited liability company  
By: *Handwritten signature of Paul McCune*  
Paul McCune, Member

B4, L.L.C., a Nebraska limited liability company  
By: *Handwritten signature of Paul Brown*  
Paul Brown, Manager  
12010

(1017)

96 126 123

76-264116



Counted by  
Verify ☒  
D.E. ☒  
Prod. ☒  
Fee \$16.50  
Or ☒  
Cash ☐  
Chg ☐

QUITCLAIM DEED

HERMAN SCHNACK and GLADYS SCHNACK, Husband and Wife, Grantors, in consideration of TWO & NO/100 DOLLARS (\$2.00), receipt of which is hereby acknowledged, quitclaim and convey to THE SCHNACK FAMILY GENERAL PARTNERSHIP dated December 24, 1996, Grantee, the following described real estate (as defined in Neb. Rev. Stat. Section 76-201) in Sarpy County, Nebraska:

160 acres in the SE1/4 of Section 26-14-10, Sarpy County, Nebraska;

79.65 acres in the W1/2NE1/4 of Section 4-13-10, Sarpy County, Nebraska; and

157.60 acres in the W1/2SE1/4, N1/2SW1/4 and S1/2SW1/4 North and West of the Railroad Tracts in Section 2-13-10, Sarpy County, Nebraska.

Executed: 12-29-96 <sup>1ms</sup>

Herman Schnack  
HERMAN SCHNACK

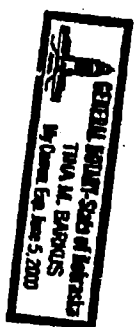
Gladys Schnack  
GLADYS SCHNACK

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

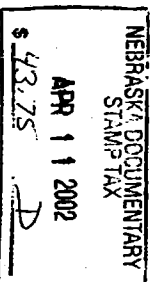
The foregoing instrument was acknowledged before me on 12-29-96 <sup>1ms</sup> by  
HERMAN SCHNACK and GLADYS SCHNACK.

Lina M. Barbous  
Notary Public

Return to:  
Kenneth W. Pickens, P.C.  
1125 S. 103rd St., Suite 650  
Omaha, NE 68124



FILED SAPPY CO. NE.  
INSTRUMENT NUMBER  
2002-13439  
2002 APR 11 P 12:49 3  
*George J. Windstar*  
REGISTER OF DEEDS



**WARRANTY DEED**

Counter D 111  
Verify SA  
D.E. SA  
Proof SA  
Fee \$ 5.50  
OK ☒ Cash ☐ chg ☐  
1771/1770

Chestnut Ridge, L.L.C., a Nebraska limited liability company, Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and demise unto

Windstar Homes, Inc.

herein called the grantee whether one or more, the following described real property, together with all improvements and appurtenances thereto:

Lot 7 in Chestnut Ridge, a subdivision in Sappy County, Nebraska.

Grantor covenants with the Grantee that Grantor:

1. is lawfully seized of such real estate and that it is free and clear of all encumbrances, except easements, restrictions and covenants of record; all regular taxes and special assessments, except those levied or assessed subsequent to the date hereof;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against all lawful claims.

Dated this 12 of April, 2002.

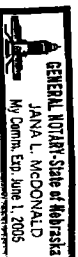
Chestnut Ridge, L.L.C.,  
a Nebraska limited liability company,  
Seller

By: *Eugene J. Graves*  
Eugene J. Graves, Authorized Representative

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 12 day of April, 2002, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Eugene J. Graves, Authorized Representative of Chestnut Ridge, L.L.C., a Nebraska limited liability company known to me to be the individual who executed the foregoing instrument in such capacity, and acknowledged that he executed the same as his voluntary act and deed.

*John F. McDonald*  
Notary Public



DANIELA TITLE & ESCROW CO.

7-148711

Return To: Windstar Homes  
253 13804 Fort Street  
Omaha, NE 68164

13439

FILED SARY CO. NE.  
INSTRUMENT NUMBER  
97-010210  
97 MAY 23 PM 4:20  
REGISTER OF DEEDS

under SEA  
city: SEA  
E: SEA  
se: SEA  
k: SEA  
cash: SEA  
charge: SEA

97-010210

Release SE  
94-11165  
from Chesnut Road  
prospect

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to original Financing Statement and Security Agreement No. 94-11165 Dated: May 6, 1994. Sary County, Nebraska filed: May 16, 1994 Cont: \_\_\_\_\_

| Debtor(s) (Last Name First)<br>(Show Address)                                      | Secured Party and Address   |
|--|---|
| JANSEN, Richard W. & Mary Ann, h&w<br>20801 Ruff Road, Box 180<br>Gretna, NE 68028 | Metropolitan Life Insurance Company<br>Agricultural Investments<br>4401 Westown Parkway, Suite 220<br>West Des Moines, IA 50266 |

☐ Termination Statement. The Metropolitan Life Insurance Company, secured party named herein, certifies that they no longer claim a security interest under the Financing Statement and Security Agreement bearing the file number shown above, described as: \_\_\_\_\_

☐ Continuation Statement. The original Financing Statement and Security Agreement between the foregoing Debtor and the Metropolitan Life Insurance Company, the Secured Party named herein, bearing the file number shown above, is still effective. Described as: \_\_\_\_\_

☒ Partial Release. From the collateral described in the Financing Statement and Security Agreement bearing the file number shown above, the Metropolitan Life Insurance Company, the Secured Party named herein, releases the following: that part more fully described as follows: Referring to the E $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 2, T13N, R10E of the 6th P.M., 0°32'05" W, (assumed bearing), along the E $\frac{1}{4}$  corner of said Sec. 2, thence S 89°27'55" W, 55.17' to a point on the Westerly right of way line of State Highway No. 6 and the true point of beginning, thence S 0°36'21" W, 184.00', thence S 0°31'04" W, 1015.71', thence N 90°00'00" W, 1275.15' to a point on the W line of the E $\frac{1}{2}$ SE $\frac{1}{4}$ , thence N 0°21'23" E, along said W line, 1654.03', thence N 89°44'52" E, W, 460.13', thence N 89°44'15" E, 726.02' to the point of beginning, and the easements for ingress and egress reserved by Grantors in the Warranty Deed dated December 31, 1993 and filed for record on March 7, 1994 at the office of the Register of Deeds of Sary County, Nebraska, Instrument No. 94-05099 and the Warranty Deed dated September 19, 1995 and filed for record on September 20, 1995 at the office of the Register of Deeds of Sary County, Nebraska, Instrument No. 95-16236.

This lien is to continue in full force and effect on the remaining property described in said Financing Statement and Security Agreement.

Dated 5-19-97 Metropolitan Life Insurance Company  
By Anna P. Butler 610210

DAKOTA TITLE & ESCROW CO. L127512

-5A1A



FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-018990  
99 JUN 16 AM 11:17  
*Lloyd J. Dowding*  
REGISTER OF DEEDS

99-18990  
Counter 2  
Verify MC  
D.E. 3  
Proof MC  
Fee \$ 11.00  
Ck ☒ Cash ☐ Chg ☐



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, #1109  
PAPILLION, NE 68046-2895  
402-593-5773

99-18990A

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to original Financing Statement and Security Agreement No. 94-11165 Dated: May 6, 1994, Sarpy County, Nebraska Filed: May 16, 1994  
Cont: \_\_\_\_\_

| Debtor(s) (Last Name First)<br>(Show Address)                                      | Secured Party and Address  |
|--|--|
| Jansen, Richard W. & Mary Ann, h&w<br>20801 Ruff Road, Box 180<br>Gretta, NE 68028 | Metropolitan Life Insurance Company<br>Agricultural Investments-Iowa Office<br>4401 Westown Parkway, Suite 220<br>West Des Moines, IA 50266<br>Formerly<br>Metropolitan Life Insurance Company<br>Nebraska Branch Office<br>2550 N. Diets Avenue<br>P.O. Box 159<br>Grand Island, NE 68802 |

☐ **Termination Statement.** The Metropolitan Life Insurance Company, secured party named herein, certified that they no longer claim a security interest under the Financing Statement and Security Agreement bearing the file number shown above, described as:

☒ **Continuation Statement.** The original Financing Statement and Security Agreement between the foregoing Debtor and the Metropolitan Life Insurance Company, the Secured Party named herein, bearing the file number shown above, is still effective. Described as follows: See Attached Exhibit "A"

☐ **Partial Release.** From the collateral described in the Financing Statement and Security Agreement bearing the file number shown above, the Metropolitan Life Insurance Company, the Secured Party named herein, releases the following:

This lien is to continue in full force and effect on the remaining property described in said Financing Statement and Security Agreement.

Metropolitan Life Insurance Company  
By: *Clare Bender*  
Dated: 5-5-99

018990

99-18990E

EXHIBIT A

A tract of land located in E $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 2, T13N, R10E of the 6<sup>th</sup> P.M., in Sarpy County, NE, EXCEPT these tracts conveyed by Warranty Deed recorded August 18, 1970 in Bk. 145, Pg. 1413, Warranty Deed recorded June 9, 1972 in Bk. 147, Pg. 1343, Warranty Deed recorded November 18, 1975, in Bk. 150, Pg. 2752, Warranty Deed recorded July 9, 1992 as Instrument No. 92-13829 and by Warranty Deed recorded March 7, 1994, as Instrument No. 94-05099 all in Deed Records, Sarpy County, NE, AND EXCEPT tracts for road purposes described in Warranty Deed recorded January 4, 1943 in Bk. 60, Pg. 620, and in Warranty Deed recorded February 4, 1958 in Bk. 86, Pg. 284 Deed Records, Sarpy County, NE (aka Tax Lot 5A1A)

W $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 36, T13N, R10E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, except a one acre tract of land located in the W $\frac{1}{2}$ NE $\frac{1}{4}$  of said Sec. 36 described as follows: Referring to the NE corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$  of said Sec. 36, thence W 500 ft along the N line of said Sec. 36, to the point of beginning, thence continuing W along the N line of said Sec. 36 a distance of 208.71 ft, thence S 208.71 ft, thence E 208.71 ft, thence N 208.71 ft to the point of beginning, s/k/a Tax Lot 3A and 3B.

A tract of land located in Sec. 17 and 18, T13N, R10E of the 6<sup>th</sup> P.M., Sarpy County, NE being a part of the E3/4 of the NE $\frac{1}{4}$ , part of the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ , part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , part of Government Lot 1 and part of Government Lot 2, together with accretion thereto, all in Sec. 17, and Tax Lot A in Sec. 18, more particularly described as follows: Referring to the NE corner of Sec. 17, T13N, R10E of the 6<sup>th</sup> P.M., Sarpy County, NE, thence S 89°59' W 3485.18 ft to the point of beginning on the E Bank of the Platte River, thence N 89°59' E 1616.14 ft, thence S 34°11' W 280 ft, thence S 62°19'30" W 257.92 ft, thence S 49°33' W 1074.15 ft, thence S 77°48' W 639.50 ft, thence S 31°53' W 718.97 ft, thence S 12°46' W 862.78 ft, thence N 89°52'30" W 1540.89 ft to a point on the E bank of the Platte River, thence NE along the E bank of the Platte River to the point of beginning, all bearings in the above description are based on the E line of Sec. 17, which is assumed to bear due N and S, subject to easement for public roads, and subject to Right of Way Deeds to Western Sarpy Drainage District recorded May 17, 1915, in Bk. 46, Pg. 694, January 7, 1918, in Bk. 47, Pg. 588, June 18, 1919 in Bk. 49, Pg. 225 and August 7, 1922, in Bk. 51, Pg. 184, Deed Records, Sarpy County, NE.

A tract of land located in Sec. 17, T13N, R10E of the 6<sup>th</sup> P.M., Sarpy County, NE, being a part of the E3/4 of the NE $\frac{1}{4}$ , part of the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ , part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , part of Government Lot 1, and part of Government Lot 2, all in said Sec. 17, and more particularly described as follows: Commencing at the NE corner of said Sec. 17 as the point of beginning, thence due S (assumed bearing) along the E line of said Sec. 17 a distance of 2645.06 ft to the E $\frac{1}{4}$  corner of said Sec. 17, thence N 89°52'30" W 4267.73 ft, thence N 12°46' E 862.78 ft, thence N 31°53' E 718.97 ft, thence N 77°48' E 639.50 ft, thence N 49°33' E 1074.15 ft, thence N 62°19'30" E 257.92 ft, thence N 34°11' E 280 ft, thence N 89°59' E 1869.04 ft to the point of beginning, EXCEPT tract for road purposes described in Quit Claim Deed recorded October 29, 1895 in Bk. 29, Pg. 370 Deed Records, Sarpy County, NE and subject to easement of public roads, and subject to right of way Deeds to Western Sarpy Drainage District recorded May 17, 1915 in Bk. 46, Pg. 694, January 7, 1918 in Bk. 47, Pg. 588, June 18, 1919 in Bk. 49, Pg. 225, and August 7, 1922 in Bk. 51, Pg. 184, Deed Records, Sarpy County, NE aka Tax Lot 1, 2 and A.

99-189900

Lot 1, in Platte Valley, a subdivision in Sarpy County, NE, EXCEPT a tract for road purposes described in Warranty Deed recorded November 21, 1983 in Bk. 158, Pg. 3416 Deed Records, Sarpy County, NE. A tract of land situated in the E 366 ft of the S 595 ft of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Sec. 22, T13N, R10E of the 6<sup>th</sup> P.M., in Sarpy County, NE.

A one acre tract of land located in the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 36, T13N, R10E of the 6<sup>th</sup> P.M., Sarpy County, NE described as follows: Referring to the NE corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$  of said Sec. 36, thence W 500 ft along the N line of said Sec. 36 to the point of beginning, thence continuing W along the N line of said Sec. 36 a distance of 208.71 ft, thence S 208.71 ft, thence E 208.71 ft., thence N 208.71 ft to the point of beginning, aka Tax Lot 4.

The N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 36, T13N, R10E of the 6<sup>th</sup> P.M., Sarpy County, NE.

FILED SAMPY CO. NE.  
INSTRUMENT NUMBER  
2000 09196  
2000 AP 19 AM 11:19  
Deed of Trust  
REGISTER OF DEEDS

Counter SS  
Verify AK  
D.E. FE  
Proof 2650  
Fee \$ 2650  
CK ☒ Cash ☐ Chg ☐

**Deed of Trust, Security Agreement  
and Fixture Financing Statement**  
(Nebraska)



This Deed of Trust, Security Agreement and Fixture Financing Statement ("Deed of Trust") is made 04/13/2000 by and between Windstar Enterprises, Inc.

(the "Trustor") and Corporation

Northwest Bank Nebraska, National Association

(the "Trustee"), a national banking association, and

Northwest Bank Nebraska, National Association

(the "Beneficiary"), a national banking association.

WITNESSETH:

IF THIS BOX IS CHECKED ☒ THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND CREATES, GRANTS AND CONSTITUTES A CONSTRUCTION SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW.

WHEREAS:

☒ Trustor has executed and delivered to Beneficiary a promissory note in the principal sum of \_\_\_\_\_

One Hundred Eight Thousand and 0/100

Dollars (\$ 108,000.00 ), dated 04/13/2000 , payable to the order of Beneficiary and having a maturity of

04/01/2001 , together with interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof (hereinafter the "Note").

☐ (the "Borrower"), has applied to Beneficiary for one or more loans, letters of credit, or other financial accommodations and may hereafter from time to time apply to Beneficiary for additional loans, letters of credit and other financial accommodations, and to induce Beneficiary to provide financial accommodations to Borrower:

☐ If this box is checked, Trustor has guaranteed to Beneficiary the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Beneficiary (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

☐ If this box is checked, Trustor has guaranteed to Beneficiary the payment and performance of the debt, liability, or obligation of Borrower to Beneficiary evidenced by or arising out of the following: \_\_\_\_\_

and any extensions, renewals or replacements thereof, together with accrued interest thereon and related costs of enforcement and collection expenses, pursuant to a Guaranty (hereinafter the "Guaranty") of even date herewith.

Trustor shall also pay all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust and the performance of the covenants and agreements of Trustor, whether or not set forth herein and perform, discharge and comply with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference (Trustor's obligations under the Note or the Guaranty, as applicable, and all such other sums are hereinafter collectively referred to as the "Obligations").

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the Obligations, Trustor irrevocably grants and transfers to Trustee, in trust, WITH POWER OF SALE, the following described property located in the County of Sarpy State of Nebraska:

Lot 24, Chestnut Ridge, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

SUBJECT TO: easements and restrictions of record, and:

together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, cupboards, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building, improvement or improvement now or hereafter located thereon, (iii) all easements and rights of way appurtenant thereto, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature), pertaining thereto, (v) all rents, issues, profits and income therefrom (subject to the right of Trustor to collect and apply such rents, issues, profits and income as they become due and payable so long as no event of default exists hereunder), (vi) all royalties, mineral, oil and gas rights and profits, water, water rights, and proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which are hereinafter collectively the "Trust Property."

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:**

1. Title. Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns the Trust Property (subject to any lien and sale contract described above) and has the right to convey the Trust Property, that the Trust Property is free from any prior lien or encumbrance except as otherwise listed above, that this Deed of Trust is and will remain a valid and enforceable lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary. Trustor hereby relinquishes all right of dower and homestead in and to the Trust Property.

2000-09190D

IN WITNESS WHEREOF, this Deed of Trust has been duly executed the day and year first above written.

Signatures

Trustor's Name

Windstar Enterprises, Inc.

Signature

X Wayne R Childers

Name and Title (if applicable)

Wayne R Childers, President

Signature

Susan Q Moen

Name and Title (if applicable)

Susan Moen, Secretary

X

Name and Title (if applicable)

Signature

X

Name and Title (if applicable)

Individual

STATE OF NEBRASKA

COUNTY OF \_\_\_\_\_, SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_

Witness my hand and official seal.

Signature of Person Taking Acknowledgment

Title or Rank

Serial Number (if any)

My commission expires:

[Notarial Seal]

Organization

STATE OF NEBRASKA

COUNTY OF Lincoln, SS

The foregoing instrument was acknowledged before me this April 13, 2000, by Wayne R Childers, President and Susan Moen, Secretary on behalf of the Corporation \_\_\_\_\_.

Witness my hand and official seal.

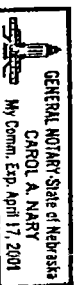
Carol A. Nary

Signature of Person Taking Acknowledgment

Title or Rank

Serial Number (if any)

My commission expires:



Return to: Norwest Bank Nebraska, N.A.

P.O. Box 3408

Omaha, NE 68103

Attn: LDA Dept.

## ASSIGNMENT OF EASEMENTS

PURSUANT TO

SALE OF FACILITIES AGREEMENT

1982 APR -2 PM 4:11

BETWEEN

NEBRASKA PUBLIC POWER DISTRICT

AND

OMAHA PUBLIC POWER DISTRICT

REGISTER OF DEEDS

Effective February 1, 1982

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the performance of the terms and conditions of the Sale of Facilities Agreement between Nebraska Public Power District and Omaha Public Power District effective the first day of February, 1982, the Nebraska Public Power District (NPPD), Columbus, Nebraska, a public corporation and political subdivision of the State of Nebraska does hereby grant, sell, assign, and deliver unto the Omaha Public Power District (OPPD), Omaha, Nebraska, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, all of the right, title, and interest of NPPD in and to the easements as described in Exhibits "A" and "B", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said property interests as described in Exhibits "A" and "B" unto OPPD, its successors and assigns forever.



65-201A

IN WITNESS WHEREOF, NPPD has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers as of

the 30<sup>th</sup> day of March, 19 82.

ATTEST:

NEBRASKA PUBLIC POWER DISTRICT

[Signature]  
File # 186 Assistant Secretary

By [Signature]  
Title: DEPUTY GENERAL MANAGER

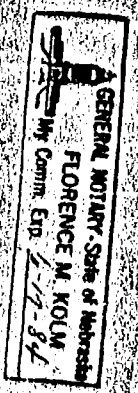
(Corporate Seal)

STATE OF NEBRASKA

COUNTY OF DeWitt ) ss.

On this 30<sup>th</sup> day of March, 19 82, before me a Notary Public in and for said County and State, personally came the above-named Al & Jennifer and Robert W. McQuinn of Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above as President and Secretary of said corporation, and acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal on the date last above written.



[Signature]  
Notary Public



Assignment of Easements for 161KV Transmission Line No. 1559

| <u>Date</u>                             | <u>Grantor</u>                        | <u>Description</u>  | <u>Recorded</u>                        |
|---|---------------------------------------|---|--|
| Tract #34D<br>1-27-56<br>(Tree Permit)  | Henry A. & Mildred L. Bell            | E <sub>2</sub> -SE <sub>4</sub> , Sec. 3, T-13-N, R-10-E  |  |
| Tract #35<br>3-2-56<br>(Easement)       | Marcus & Betty Schnack                | W <sub>2</sub> -NW <sub>4</sub> , Sec. 2, T-13-N, R-10-E  | 4-30-56<br>Book 20 - Misc.<br>Page 254 |
| Tract #35A<br>2-9-56<br>(Easement)      | Walter & Anna Scheef                  | E <sub>2</sub> -NW <sub>4</sub> , except R.R. R-O-W,<br>Sec. 2, T-13-N, R-10-E                  | 4-30-56<br>Book 20 - Misc.<br>Page 253 |
| Tract #35B<br>2-8-56<br>(Easement)      | Harry Jansen                          | Tax lot 1 in NE <sub>4</sub> , Sec. 2, T-13-N,<br>R-10-E  | 4-30-56<br>Book 20 - Misc.<br>Page 252 |
| Tract #35C<br>2-16-56<br>(Tree Permit)  | Herman & Gladys Schnack,<br>Jr.       | N <sub>2</sub> -SW <sub>4</sub> , & W <sub>2</sub> -SE <sub>4</sub> , Sec. 2, T-13-N,<br>R-10-E |  |
| Tract #35D<br>12-9-56<br>(Tree Permit)  | Jacob L. & Freda M. Schram            | E <sub>2</sub> -SE <sub>4</sub> , Sec. 2, T-13-N, R-10-E  |  |
| Tract #36<br>2-21-56<br>(Easement)      | Leota Schram, et al                   | Tax lot 2, in NW <sub>4</sub> , Sec. 1,<br>T-13-N, R-10-E                                       | 4-30-56<br>Book 20 - Misc.<br>Page 245 |
| Tract #36A<br>2-16-56<br>(Easement)     | Catherine Kinbeiter                   | NE <sub>4</sub> , Sec. 1, T-13-N, R-10-E  | 4-30-56<br>Book 20 - Misc.<br>Page 251 |
| Tract #36B<br>12-30-55<br>(Tree Permit) | Anna Rohwer                           | W <sub>2</sub> -SW <sub>4</sub> , Sec. 1, T-13-N, R-10-E  |  |
| Tract #36C<br>3-6-56<br>(Tree Permit)   | Albert & Christena<br>Stollenberg     | E <sub>2</sub> -SW <sub>4</sub> & W <sub>2</sub> -SE <sub>4</sub> , Sec. 1, T-13-N,<br>R-10-E   |  |
| Tract #36D<br>12-30-55<br>(Tree Permit) | Elise Eggers                          | E <sub>2</sub> -SE <sub>4</sub> , Sec. 1, T-13-N, R-10-E  |  |
| Tract #37<br>1-12-56<br>(Easement)      | Hans & Marie Ehlers<br>Dorothy Ehlers | W <sub>2</sub> -NW <sub>4</sub> & Tax lot B, Sec. 6,<br>T-13-N, R-11-E                          | 4-30-56<br>Book 20 - Misc.<br>Page 233 |

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002 08637

2000 AP 13 PM 3:50

George D. Brown  
REGISTER OF DEEDS

GRAHMER S.W.  
Verify AL  
D.E. AL  
PROOF D  
Fee \$ 5.50  
OK ☒ Cash ☐ Chg ☐

PARTIAL DEED OF RECONVEYANCE  
(Under Nebraska Trust Deeds Act)

Know All Men by These Presents:

For good and valuable consideration paid, the receipt and sufficiency of which is acknowledged by the signature of the Beneficiary of a certain Deed of Trust, Security Instrument and Assignment of Rents dated April 1, 1989, executed by Chestnut Ridge, L.L.C., a Nebraska limited liability company, wherein Paul M. Brown is Trustee for the benefit of BHD, L.L.C., New Millennium IV, L.L.C., McCune Development, L.L.C., B4, L.L.C., the Beneficiary named therein, said Deed of Trust recorded in the Mortgage Records in the office of the Register of Deeds of Sarpy County, Nebraska, as instrument number 99-011988; the Beneficiary has requested that this Partial Deed of Reconveyance be executed and delivered;

NOW THEREFORE, in consideration of the foregoing and in accordance with the request of the Beneficiary as evidenced by his signature below, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereto all of the interest and estate derived to said Trustee by or through said Deed of Trust in the following described premises, but only as to such premises:

Lot 24 in Chestnut Ridge, a subdivision in Sarpy County, Nebraska.

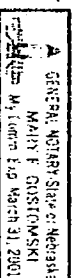
Dated this \_\_\_\_\_ day of \_\_\_\_\_

Paul M. Brown  
Paul M. Brown, Trustee

STATE OF NEBRASKA  
COUNTY OF DOUGLAS )  
} ss.

The foregoing instrument was acknowledged before me this 11 day of April, 2000, by  
Paul M. Brown, Trustee.

Walter G. Brown  
Notary Public



This is to certify that the above named Trustee has been requested in writing to execute the foregoing Partial Deed of Reconveyance and his action in doing so is ratified and confirmed in all respects.

The undersigned hereby represents and warrants to the Trustee that the undersigned owns the entire beneficial interest under said Deed of Trust and has full right and authority to direct the Trustee to reconvey said property.

Dated April 11, 2000

BHD, L.L.C., a Nebraska limited liability company  
By: Maurice M. Udes  
Maurice M. Udes, Manager

NEW MILLENNIUM IV, L.L.C., a Nebraska limited liability company  
By: Kevin Isen  
Kevin Isen, Member  
By: Herbert Freeman  
Herbert Freeman, Member

McCune Development, L.L.C., a Nebraska limited liability company  
By: Paul McCune  
Paul McCune, Member

B4, L.L.C., a Nebraska limited liability company  
By: Paul M. Brown  
Paul M. Brown, Manager

DAKOTA TITLE & ESCROW CO.

L141709

08637

FILED SARPT.CO. NE.  
INSTRUMENT NUMBER  
2000 19471  
2000 AU -7 PM 3:06  
*Shirley J. [Signature]*  
REGISTER OF DEEDS

Counter 537  
Verify AK  
D.E. AK  
Proof AK  
Fee \$ 20.50  
CK ☒ CASH ☐ CHG ☐  
7057

State of Nebraska

Space Above This Line For Recording Data

### DEED OF TRUST

(With Future Advance Clause)

☒ Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is JULY 26, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

**TRUSTOR:**

JEFF MCCALL D/B/A MCCALL CONTRACTING  
A NEBRASKA CORPORATION  
11805 QUAIL DR  
BELLEVUE, NE 68123  
TAXPAYER I.D. #: 47-0550184

☐ If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures and acknowledgments.

**TRUSTEE:**

PINNACLE BANK  
A NEBRASKA BANKING CORPORATION  
817 VILLAGE SQUARE, PO BOX 519  
GRIINA, NE 68028  
TAXPAYER I.D. #: 47-0098450

**BENEFICIARY: PINNACLE BANK**

*R-L*  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA  
PO BOX 519 - 817 VILLAGE SQUARE  
GRIINA, NE 68028-0519  
TAXPAYER I.D. #: 47-0098450

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property: LOT 18, CHESTNUT RIDGE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

The property is located in SARPY  
12510 S. 218TH AVE. (County) at  
(Address) GRIINA, Nebraska 68028  
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 95,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
NOTE DATED 7-26-00 FOR \$95,000.

19471

2000-10471C

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Beneficiary's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Beneficiary to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Beneficiary's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Beneficiary and Trustor, Trustor agrees to waive any rights that may prevent Beneficiary from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Trustor agrees that Beneficiary and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Trustor's consent. Such a change will not release Trustor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Beneficiary.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Beneficiary is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

26. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisal and homestead exemption rights relating to the Property.

27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☒ Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ Fixture Filing. Trustor grants to Beneficiary a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other .....
- ☐ Additional Terms.

**SIGNATURES:** By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

JEFF MCCALL D/B/A MCCALL CONTRACTING

BY: Jeff McCall 7-26-00  
(Signature) JEFF MCCALL, OWNER (Date) (Signature) (Date)

**ACKNOWLEDGMENT:**

STATE OF Alaska COUNTY OF Seward  
(Individual) This instrument was acknowledged before me this 26 day of July, 2000, } ss.

by Jeff McCall  
My commission expires: August 1, 2001

(Notary Public)

FILED SAPPY CO. NE.  
INSTRUMENT NUMBER  
0000-12814

2000 MAY 31 AM 10:32

RECORDER NOTE  
check notary

REGISTRAR OF DEEDS  
*Donna J. Wadsworth*

Counter *8*  
Verify *AS*  
D.E. *AS*  
Proof *AS*  
Fee \$ *20.50*  
OK ☒ Cash ☐ Chg ☐

State of Nebraska

Space Above This Line For Recording Data

### DEED OF TRUST

(With Future Advance Clause)

☐ Construction Security Agreement

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is MAY 19, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

TRUSTOR:

LP CONTRACTING, INC.  
A NEBRASKA CORPORATION  
19908  
GRETNA, NE 68028  
TAXPAYER I.D. #: 47-0819644

☐ If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures and acknowledgments.

TRUSTEE:

PINNACLE BANK  
A NEBRASKA BANKING CORPORATION  
817 VILLAGE SQUARE, PO BOX 519  
GRETNA, NE 68028  
TAXPAYER I.D. #: 47-0098450

BENEFICIARY: PINNACLE BANK

ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA  
PO BOX 519 - 817 VILLAGE SQUARE  
GRETNA, NE 68028-0519  
TAXPAYER I.D. #: 47-0098450

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following described property: LOT 21, CHESTNUT RIDGE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA.

The property is located in SAPPY  
12522 SO. 218TH AVE. (County) GREINA, Nebraska 68028  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 115,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
PROMISSORY NOTE DATED MAY 19, 2000, MATURITY NOV. 16, 2000.

3000 12814 C

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Beneficiary's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Beneficiary to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Beneficiary's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Beneficiary and Trustor, Trustor agrees to waive any rights that may prevent Beneficiary from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Trustor agrees that Beneficiary and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Trustor's consent. Such a change will not release Trustor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Beneficiary.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Beneficiary is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

26. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisal and homestead exemption rights relating to the Property.

27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Future Filing.** Trustor grants to Beneficiary a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other .....
- ☐ **Additional Terms.** .....

**SIGNATURES.** By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

BY: [Signature]  
(Signature) LONN PETERSEN, PRESIDENT

(Date)

BY: [Signature]  
(Signature) TAREN PETERSON, SEC.

(Date)

**ACKNOWLEDGMENT:**

(Individual)

STATE OF NE COUNTY OF Sandy  
This instrument was acknowledged before me this 23 day of May, 2009, by [Signature]  
My commission expires: .....

