



MISC 2006141079



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Upon Recording, Return To: Gary Gotsdiner, McGill, Gotsdiner, Workman & Lepp, P.C., L.L.O.; 11404 West Dodge Road, Suite 50

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 12/13/2006 14:49:50.84



2006141079

### SUBSIDIARY DECLARATION

**THIS SUBSIDIARY DECLARATION** ("*Subsidiary Declaration*") is entered into this 17<sup>th</sup> day of November, 2006, by SHAMROCK PARKING, L.L.C., a Nebraska limited liability company ("*Shamrock*", also referred to as "*Declarant*"), American National Bank, a national banking association, its successors and assigns ("*Owner*"), and The Paxton Condominium Association, Inc. (the "*Association*").

### **RECITALS**

**WHEREAS**, Shamrock is the Declarant under the Declaration (as defined below) which establishes a Condominium Regime which comprises certain real property (the "*Parking Facility*") including the building and improvements thereupon generally located within the block bordered by 14<sup>th</sup> Street, 15<sup>th</sup> Street, Farnam Street and Harney Street in Omaha, Nebraska, and legally described as follows:

Lot 1, in Block 138, in the Original City of Omaha, Replat 1;

**WHEREAS**, Shamrock is the Declarant under the Declaration (as defined below) which establishes a Condominium Regime which comprises certain real property (the "*Paxton Building*") including the building and improvements located thereupon adjacent to the Parking Facility generally located within the block bordered by 14<sup>th</sup> Street, 15<sup>th</sup> Street, Farnam Street and Harney Street in Omaha, Nebraska, and legally described as follows:

Lots 1 and 2, and the East One-Third of Lot 3, in Block 138, in the Original City of Omaha;

**WHEREAS**, SHAMROCK and Owner entered into that certain Purchase Agreement dated March 10, 2006, including the Addendum thereto dated March 10, 2006 (collectively the Purchase Agreement and Addendum are referred to as the "*Purchase Agreement*"), whereby Shamrock, as seller, agreed to sell and Owner, as buyer, agreed to purchase a condominium unit (the "*Bank Property*") within the Parking Facility, legally described as follows:

Unit G-100, and the related Allocated Interests, and Parking Units 4-06, 4-08, 4-10 and 4-12 in the Paxton Condominium property regime, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County,

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Nebraska, pursuant to Declaration and Master Deed of the Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska;

**WHEREAS**, Shamrock has entered into and declared that certain Declaration and Master Deed of the Paxton Condominium Property Regime dated October 16, 2006 (the "*Declaration*") and recorded as Instrument No. 2006120877 recorded October 20, 2006 in the official records of Douglas County, Nebraska, with respect to the Parking Facility and the Paxton Building (collectively, the Parking Facility and Paxton Building may be referred to as the "*Condominium Regime*"), which subjects the Condominium Regime to a condominium form of ownership, having a governing owners association known as The Paxton Condominium Association, Inc., a Nebraska non-profit corporation (the "*Association*"), as provided for in the Nebraska Condominium Act (the "*Act*") and as outlined in the Bylaws (the "*Bylaws*") for the Association; and

**WHEREAS**, Owner currently intends to open a full service banking facility (the "*Bank*") on the Bank Property; and

**WHEREAS**, in order to induce Owner to execute the Purchase Agreement, Shamrock agreed to make certain modifications to the Declaration, and pursuant to Section 14.3 of the Declaration, Shamrock is willing to modify the Declaration as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shamrock and Owner hereby agree as follows:

#### **AGREEMENT**

1. **RECITALS.** The Recitals as set forth above are hereby incorporated into this Subsidiary Declaration as if fully set forth herein.

2. **MODIFICATION.** Shamrock, as declarant, does hereby covenant and agree the Declaration (pursuant to Section 14.3 of the Declaration) is hereby modified in the manner hereinafter set forth, and does hereby declare that the Condominium Regime and all present and future owners and occupants of the parcels therein shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions set forth in the Declaration, as modified by this Subsidiary Declaration, which shall run with the equitable and legal title of such land and shall be for the benefit or burden, as the case may be, of the owners or permittees of the Condominium Regime and Bank Property or any portion thereof, their respective heirs, legal representatives, successors and assigns, and any mortgagees, and that said parcels shall be maintained, kept, sold and used in full compliance with and subject to the Declaration, as modified by this Subsidiary Declaration.

3. **DEFINITIONS.** Unless otherwise defined in this Subsidiary Declaration, all capitalized terms used in this Subsidiary Declaration will have the same meanings ascribed to

such terms in the Declaration.

#### 4. DEVELOPMENT GUIDELINES AND ARCHITECTURAL CONTROL.

4.1 The Declaration is hereby modified with respect to the Bank Property to provide that Owner may alter, repair, maintain, remove, replace, redesign, design and/or construct improvements (the "*Bank Improvements*") related to existing Improvements or new Improvements within the Bank Property without the approval of the Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable. All Bank Improvements shall be (i) made using materials of quality similar or better than those used in the original construction of the Improvements; (ii) constructed in good workmanlike manner; and (iii) constructed in full compliance with all applicable rules, orders, ordinances, regulations, requirements, statutes and laws. Upon the reasonable request of the Declarant, during the Period of Declarant Control, the Board and/or Association thereafter, as applicable, the Bank shall provide copies of all necessary public permits required for the alteration, repair, maintenance, removal, replacement, redesign and/or construction of the Bank Improvements. However, the provisions of this Section 4.1 are subject to Section 7.1(a) of the Declaration with respect to changes or modifications of any exterior wall of the Condominium Regime.

4.2 Without prior written approval of the Declarant during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, Owner may not alter (i) the structural aspects of the initial construction of the Parking Facility, (ii) the lighting within the Common Elements in a manner that will diminish the illumination or safety provided to such Common Elements by its lighting, provided, however, that Owner may reconfigure lighting in Common Elements adjacent to the Bank Property that affect its banking operations in any manner that is reasonably necessary or convenient to its banking operations, or (iii) the accesses to and from the Bank Property to the Common Elements adjacent to the Bank Property in a manner that will materially diminish the safety provided by such access design, provided, however, upon prior approval of the Declarant, the Board or Association as the case may be (which approval shall not be unreasonably withheld, conditioned or delayed), that Owner may reconfigure access to and from Common Elements adjacent to the Bank Property as may be necessary or convenient to its banking operations.

4.3 Declarant hereby approves the current plans for the initial Bank Improvements to be constructed on the Bank Property prepared by RDG Schutte Wilscam Birge, dated July 27, 2006, as subsequently modified in immaterial fashion (including the site plan, landscaping plan, exterior elevations, engineering and other plans a part thereof).

4.4 In the event Owner elects, in its sole discretion, to cease drive through operations on the Bank Property, Owner may alter, repair, maintain, remove, replace, redesign, design and/or construct improvements ("*Replacement Improvements*") upon that portion of the Bank Property that is currently planned for use as a drive through banking facility. Owner may construct Replacement Improvements with the approval of

the Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed. All Replacement Improvements shall be (i) made using materials of quality, color and design reasonably similar to or better than those used in the original construction of the Parking Facility; (ii) constructed in good workmanlike manner; and (iii) constructed in full compliance with all applicable rules, orders, ordinances, regulations, requirements, statutes and laws. Upon the reasonable request of the Declarant, during the Period of Declarant Control, the Board and/or Association thereafter, as applicable, the Bank shall provide copies of all necessary public permits required for the alteration, repair, maintenance, removal, replacement, redesign and/or construction of the Replacement Improvements.

5. BANK ENTRY, SIGNAGE, LIGHTING AND ANTENNAS.

5.1 Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, or their agents may not enter the Bank Property in connection with the maintenance, repair, restoration or landscaping obligations set forth in the Declaration, as modified by this Subsidiary Declaration, without the prior express consent of Owner, which shall not be unreasonably withheld (except in the case of an emergency or where it is reasonably determined that it is necessary to enter the Bank Property to avoid or minimize personal injury or property damage to the Condominium (in which case, the Declarant, Board or Association, as applicable, shall indemnify, defend and hold Owner harmless from and against any loss, liability, damage or expense relating to or arising out of such entry.)

5.2 Notwithstanding anything to the contrary set forth in the Declaration or in this Subsidiary Declaration, Owner shall not be responsible for any costs incurred in connection with or related to (i) the original construction of the Improvements to the Condominium Regime or any expansion thereof (excluding any improvements installed within the Bank Property by Owner); (ii) the cost of correcting defects in or inadequacy of the initial design or construction of the Condominium Regime or any expansion thereof, or the repair or replacement of any of the original materials or equipment required as a result of such defect or inadequacy; (iii) payments of principal or interest related to any financing obtained in connection with the construction of any part of the original Condominium Regime or any expansion thereof except for financing undertaken by the Association solely for renovation of the Parking Facility; (iv) reserves for anticipated future expenses associated with portions of the Condominium Regime other than the Parking Facility; (v) costs and expenses associated with the replacement of any parking areas that are not the collective responsibility of all owners of parking spaces within the Parking Facility; (vi) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with the development, leasing and releasing of any portion of the Condominium Regime; (viii) any item for which Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, is reimbursed by insurance or otherwise compensated, (x) any interest or penalties incurred as a result of Declarant's, during the Period of Declarant Control, the Board's and/or the Association's thereafter, as applicable, failure to pay a bill as the same

shall become due, (xi) the cost of renting or leasing any item if the purchase price thereof would not properly be included as a Common Element Expense liability, (xii) the cost of removing or remediating any hazardous substance (except to the extent such items constitute a Common Element Expense Liability); (xiii) any and all costs associated with the operation of Declarant; (xiv) any expenses due to the fault or negligence of Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, and/or any other occupant of the Condominium Regime or any expansion thereof, their respective agents, contractors, employees and representatives (except to the extent such items constitute a Common Element Expense Liability); and (xv) any items which are solely the obligation of Declarant and (xvi) any expense, expenditure, fee, reserve, contingency or other amount payable (of any type or for any reason) with respect to any portion of the Condominium Regime other than the Parking Facility.

5.3 If Declarant erects or allows to be erected any freestanding multi-panel identification signs within the Parking Facility identifying any other occupants of the Condominium Regime, Owner shall have the right to mount a sign panel thereon (or other signage consistent with the style of the freestanding sign) of the same size as the largest sign panel, or smaller if Owner so chooses, permitted for any other occupant. In such event, Owner shall be responsible for the pro rata costs of the fabrication, installation and maintenance of said freestanding multi-panel identification sign panel faces. Owner shall be allowed to erect such exterior signs as are reasonably necessary and convenient to direct existing and potential bank customers to its location within the Parking Facility, all such signs erected within the Parking Facility that are not on the Bank Property shall conform with the architectural requirements set forth in the Declaration, as modified by this Subsidiary Declaration.

5.4 Owner may erect such lighting and operate such lighting within the Bank Property as is reasonably necessary or convenient to its banking and business operations conducted on the Bank Property. The Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, shall not prevent or otherwise interfere with any lighting erected within the Bank Property by Owner; provided however, Owner shall not materially impact lighting within the Common Elements without prior approval of the Declarant, Board or Association, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed.

5.5 Owner shall be allowed to erect such antennae or other similar devices as may be reasonably necessary or convenient to its banking and business operations conducted on the Bank Property. The Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, shall not prevent or otherwise interfere with any antenna erected on the Bank Property by Owner. Notwithstanding anything to the contrary contained in the Declaration or in this Subsidiary Declaration, Owner shall obtain the Declarant's, during the Period of Declarant Control, the Board's and/or the Association's thereafter, as applicable, approval or consent to any antennae that Owner desires to erect on the Bank Property (including without limitation, location, style and visibility).

5.6 Owner shall be the sole and exclusive party allowed to erect, construct, maintain or place any signage (of any type whatsoever) on the exterior walls of the Parking Facility for a period of Thirty (30) years from and after the date of recording of the Subsidiary Declaration; accordingly, no party shall be entitled to erect, construct, maintain or place any signage (of any type or for any reason) on exterior walls or other portions of the Parking Facility except within the sign areas identified on Exhibit "A" as follows: (i) the occupant of Unit G-140 may place signage within the area designated for such Unit; (ii) the occupants of Units 440 and 450 may place signage within the areas designated for such Units, and (iii) the Owner may place signage within the area designated for Owner (provided that the signage referenced in subsections (i), (ii) and (iii) shall comply with the sign criteria provided in the Declaration). The Owner shall not construct or maintain any signage which is unrelated to Owner's business activity. In all events, the original signage constructed by the Owner on the Parking Facility shall be deemed acceptable without further approval unless it is located outside of the designated Owner-areas set forth on Exhibit "A" (except that lighting fixtures may be installed outside of such designated areas without prior approval of the Declarant or the Association). Any replacements for or changes to Owner's original signage shall remain subject to the sign criteria set forth in the Declaration; however, so long as Owner is operating the Bank Property as a financial institution, Owner, and/or any successor or transferee financial institution may change such signage within the designated sign areas identified on Exhibit "A" from time to time without prior approval of the Declarant or Association. Owner may further erect, construct, maintain and place pedestrian signage, directional signage and ATM signage on or about the Parking Facility subject to prior approval of the Declarant or the Association; and, signage which is substantially similar to the signage depicted on Schedule "B" hereto shall, in all events, be deemed approved. Any approvals to be furnished by the Declarant or the Association under this Section 5.6 may not be unreasonably withheld, conditioned or delayed.

6. COMMON ELEMENTS ALTERATIONS. Without the prior written consent of Owner, which shall not be unreasonably withheld, Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, may not alter, modify, reconfigure, relocate, block, interfere with, remove and/or create any Common Elements or Easements within the Parking Facility in any manner which may materially interfere with or impair (i) the ability of Owner to conduct banking operations or activities related to its banking operations, including drive through banking, on the Bank Property; (ii) ingress or egress to the Bank Property across any Common Elements or Limited Common Elements, as the case may be, from adjacent streets, roadways, alleyways, pedestrian walkways or generally accessible Common Elements; (iii) ingress or egress from the Bank Property across the Common Elements or Limited Common Elements to adjacent streets, roadways or alleyways, pedestrian walkways or generally accessible Common Elements except for temporary periods for repairs and/or reconstruction; or (iv) the sight lines of the Bank Property (other than reasonable interference from landscaping). The limitations and restrictions in this Section shall not apply with respect to any taking or condemnation by any governing jurisdiction.

7. DURATION OF SUBSIDIARY DECLARATION. This Subsidiary Declaration is for the sole benefit of Owner, its subsidiaries, affiliates, successors and/or assigns. The easements,

covenants, conditions and restrictions contained in this Subsidiary Declaration shall be effective commencing on the date first written above. This Subsidiary Declaration shall be recorded in the official records of Douglas County, Nebraska, and shall remain in full force and effect thereafter during the continuance of the term of the Declaration.

8. CONFLICT. During the term of this Subsidiary Declaration, in the event of a conflict between the terms and conditions of this Subsidiary Declaration and any terms and conditions of the Declaration, the terms and conditions of this Subsidiary Declaration shall control.

9. GOVERNING LAW. This Subsidiary Declaration shall be governed by and construed in accordance with Nebraska law, without regard to its conflicts of laws statutes.

10. AMENDMENT; VOTING CONSENT. The provisions of the this Subsidiary Declaration may be modified, amended or terminated, in whole or in part, only by written consent executed by the Declarant, during the Period of Declarant Control, the Board and/or Association thereafter, as applicable, and executed by Owner. Any modification, amendment or termination, in whole or in part, of this Subsidiary Declaration shall be recorded in the official records of Douglas County, Nebraska. The Declaration shall not be modified, amended or terminated, in whole or in part, in any respect which could materially adversely affect the use or operation of the Bank Property as a banking facility, the approved signage, visibility, safety or operations of or at the Bank Property. No adoption, repeal or amendment of any rules and regulations (which could materially adversely affect Owner's use, signage, visibility or operations at the Bank Property), as modified by this Subsidiary Declaration, shall be effective as to the Bank Property absent the express written consent of Owner, its subsidiaries, affiliates, successors and/or assigns. To the extent that Declarant has the right and opportunity to cast a vote, or grant an approval or consent, regarding any matter affecting the Bank Property under the terms and conditions of the Declaration, as modified by this Subsidiary Declaration, no such vote, approval or consent by Declarant shall be effective without the written consent of Owner, which shall not be unreasonably withheld, conditioned or delayed. Neither the Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, shall approve, consent, waive or permit to continue a change or violation of the Declaration which could materially adversely affect the Bank Property or banking operations by Owner.

11. USE OF THE BANK PROPERTY. Owner may use the Bank Property for any purpose in conformance with applicable law and shall use the Bank Property in conformance with the use restrictions set forth in the Declaration, as modified by this Subsidiary Declaration; provided, however, that any use restrictions set forth in the Declaration, or amendments thereto, which may conflict with Owner's ability to conduct banking operations shall not apply to the Bank Property or Owner's use of Common Elements adjacent to the Bank Property.

12. REMEDIES; ENFORCEMENT. Notwithstanding anything in the Declaration, as modified by this Subsidiary Declaration, to the contrary, Owner shall be entitled to exercise all remedies for default or non-performance and shall enjoy all of the rights and benefits made available to Owners under the Declaration, as modified by this Subsidiary Declaration.

13. EXCLUSIVITY; RIGHT TO ATM. Notwithstanding anything to the contrary, during all periods of time during which Owner generally conducts banking activities on the Property and is not in default under the Declaration, Owner shall have the exclusive right to operate a bank, credit union, mortgage loan or similar financial business in the Condominium Regime. However, in the event Owner elects not to place an ATM machine in the Paxton Building, a single ATM machine may be placed in such building by a third party.

14. ROOF TOP DECK. Subject to the reasonable rules and regulations established by the Association from time to time, the Owner shall have the right to use the Roof-Top Deck (located in the Paxton Building) on an occasional basis from time to time. Owner may use such Deck without separate charge or expense. The license set forth in this Paragraph 14 may not be assigned or transferred without the express written approval of the Association, which such consent may be withheld in the Association's sole discretion.

15. MISCELLANEOUS. No approval or consent to be granted by Owner, Declarant, the Board or the Association under the Declaration or this Subsidiary Declaration shall be unreasonably withheld, conditioned or delayed. The paragraph headings or captions appearing in this Subsidiary Declaration are for convenience only, and shall not affect the interpretation of this Subsidiary Declaration. This written Subsidiary Declaration constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the amendments to the Declarations affecting the Bank Property. Except as specifically set forth herein, the remaining and existing provisions of the Declaration shall remain in full force and effect in accordance with its terms. No waiver, alteration or amendment of any of the terms and conditions of this Subsidiary Declaration will be effective unless such waiver, alteration or amendment is in writing and executed by the parties hereto or their respective successors and/or assigns. The terms and provisions hereof shall be binding upon the successors and assigns of the parties hereto; and all references herein to Owner shall be deemed to include any successor, assignee, purchaser, transferee or trustee of Owner.

16. INDEXING OF THIS SUBSIDIARY DECLARATION. This Subsidiary Declaration shall be recorded and indexed against all Residential, Commercial/Office and Parking Units, and Common Elements, in the Paxton Condominium Property Regime, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, pursuant to Declaration and Master Deed of the Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska. (See Exhibit C Attached)

17. THE ASSOCIATION. The Association shall exercise all reasonable efforts to cause compliance with the terms and provisions of this Subsidiary Declaration.

*[Signatures follow on next page]*



IN WITNESS WHEREOF, Shamrock and Owner have executed this Subsidiary Declaration as of the date first above written.

**SHAMROCK:**

Shamrock Parking, LLC, a Nebraska limited liability company

By: [Signature]  
 Name: Michael T. Moylan  
 Title: member

**OWNER:**

American National Bank, a national banking association

By: [Signature]  
 Name: Thomas Burrows  
 Title: Senior Vice President

**ASSOCIATION:**

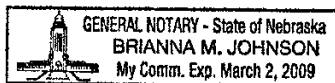
The Paxton Condominium Association, Inc., a Nebraska non-profit corporation

By: [Signature]  
 Name: Michael T. Moylan  
 Title: President

**ACKNOWLEDGEMENTS**

STATE OF Nebraska )  
 ) ss.  
 COUNTY OF Douglas )

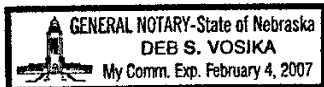
The foregoing Subsidiary Declaration was acknowledged before me on this 17<sup>th</sup> day of November, 2006, by Michael T. Moylan, the member of Shamrock Parking, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



[Signature]  
 Notary Public

STATE OF Nebraska )  
 )  
COUNTY OF Douglas ) ss.

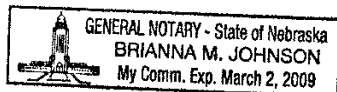
The foregoing Subsidiary Declaration was acknowledged before me on this 15<sup>th</sup> day of November, 2006, by James W. Burns, the Sr. Vice President of American National Bank, a national banking association, on behalf of the bank.



Deb S. Vosika  
Notary Public

STATE OF Nebraska )  
 )  
COUNTY OF Douglas ) ss.

The foregoing Subsidiary Declaration was acknowledged before me on this 17<sup>th</sup> day of November, 2006, by Michael T. Maylan, the President of The Paxton Condominium Association, Inc., a Nebraska non-profit corporation on behalf of the non-profit corporation.



Brianna Johnson  
Notary Public

## AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Jeffrey D. Bell, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 410, and Parking Unit 3-20, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

Dated: December 13<sup>th</sup>, 2006



MICHAEL T. MOYLAN

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.



NOTARY PUBLIC

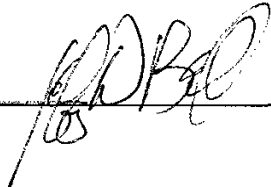


**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 12<sup>th</sup> day of December 2006.

PURCHASER:

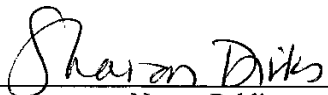
  
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STATE OF NEBRASKA       )  
                                      )ss.  
COUNTY OF DOUGLAS     )

Before me, a notary public, in and for said county and state, personally came Jeff Bell, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2006.



  
\_\_\_\_\_  
Notary Public


## AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Louise A. Rinn, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 308, and Parking Unit 3-08 and 3-16, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

Dated: December 13, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 13 day of December, 2006, by Michael T. Moylan.



  
NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 4th day of December 2006.

PURCHASER:

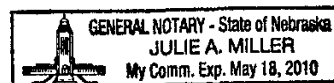
Louise A. Rinn

STATE OF NEBRASKA       )  
  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Louise A. Rinn, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 4 day of December, 2006.

Julie A. Miller  
Notary Public



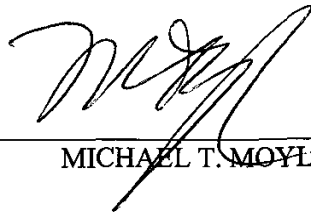
## AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Jeffrey Stormberg, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 404, and Parking Unit B-19, B-21, 3-34 and 3-36, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

Dated: December 13, 2006



MICHAEL T. MOYLAN

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.



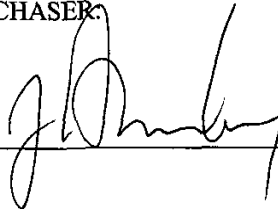

NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 3 day of November 2006.

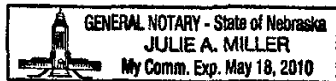
PURCHASER:


  
\_\_\_\_\_

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Jeffrey Stormberg, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 3 day of November, 2006.



  
Notary Public



## AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Bradley J. Simpson, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 402, and Parking Unit 3-21, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

Dated: December 13, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.



  
NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 10 day of Nov. 2006.

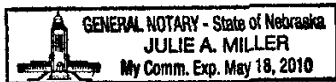
PURCHASER:

Bradley J. Simpson

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Bradley J. Simpson, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 10 day of November, 2006.



Julie A. Miller  
Notary Public

## AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Gertrude Schneider, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 312, and Parking Unit 3-17, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

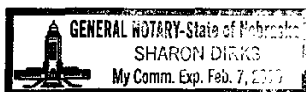
Further Affiant sayeth not.

Dated: December 13, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.



  
NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 4th day of December 2006.

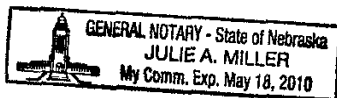
PURCHASER:

Gertrude E. Schneider

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Gertrude E. Schneider, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 4 day of December, 2006.



Julie A. Miller  
Notary Public

## AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Kellye A. O'Hara, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 412, and Parking Unit 3-28 and 3-29, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

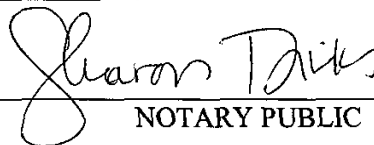
Dated: December 13<sup>th</sup>, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.



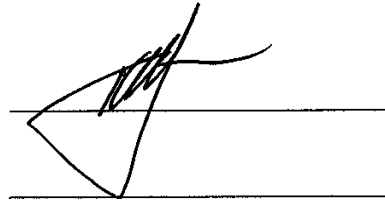
  
NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 12<sup>th</sup> day of December 2006.

PURCHASER:



STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Kelley & HART, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2006.



Sharon Dirks  
Notary Public

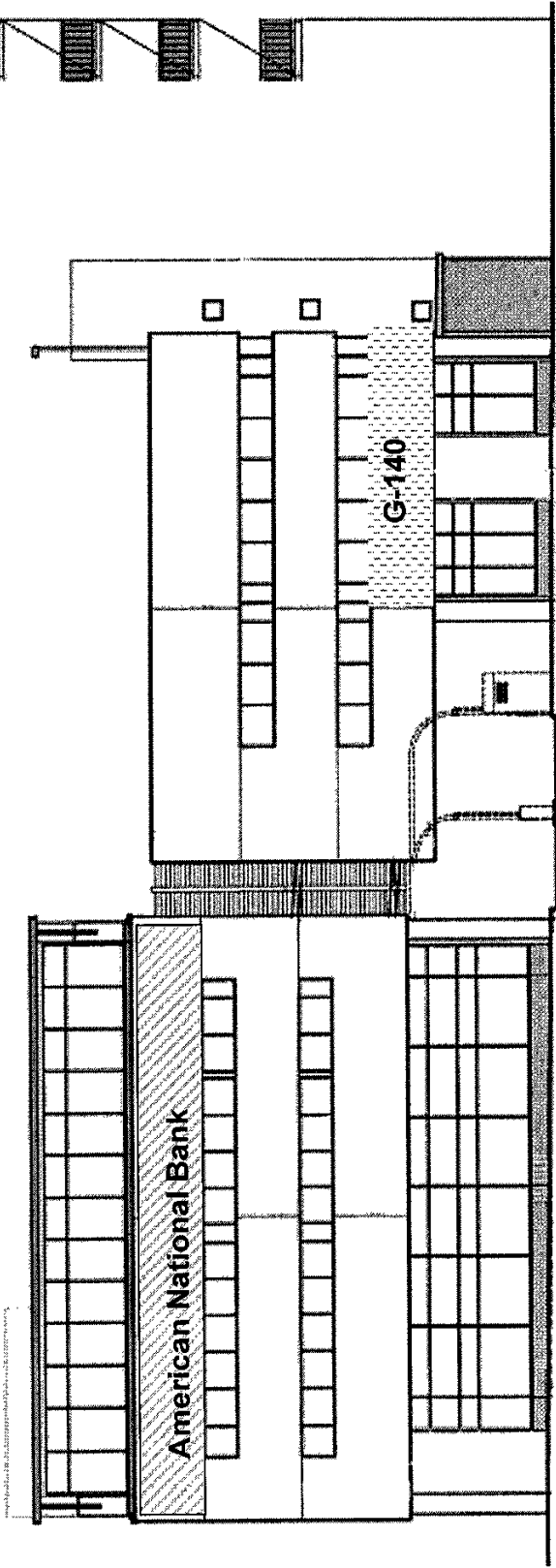
EXHIBIT "A"

**OWNER SIGNAGE AREAS**

279499\_15.DOC

-11-

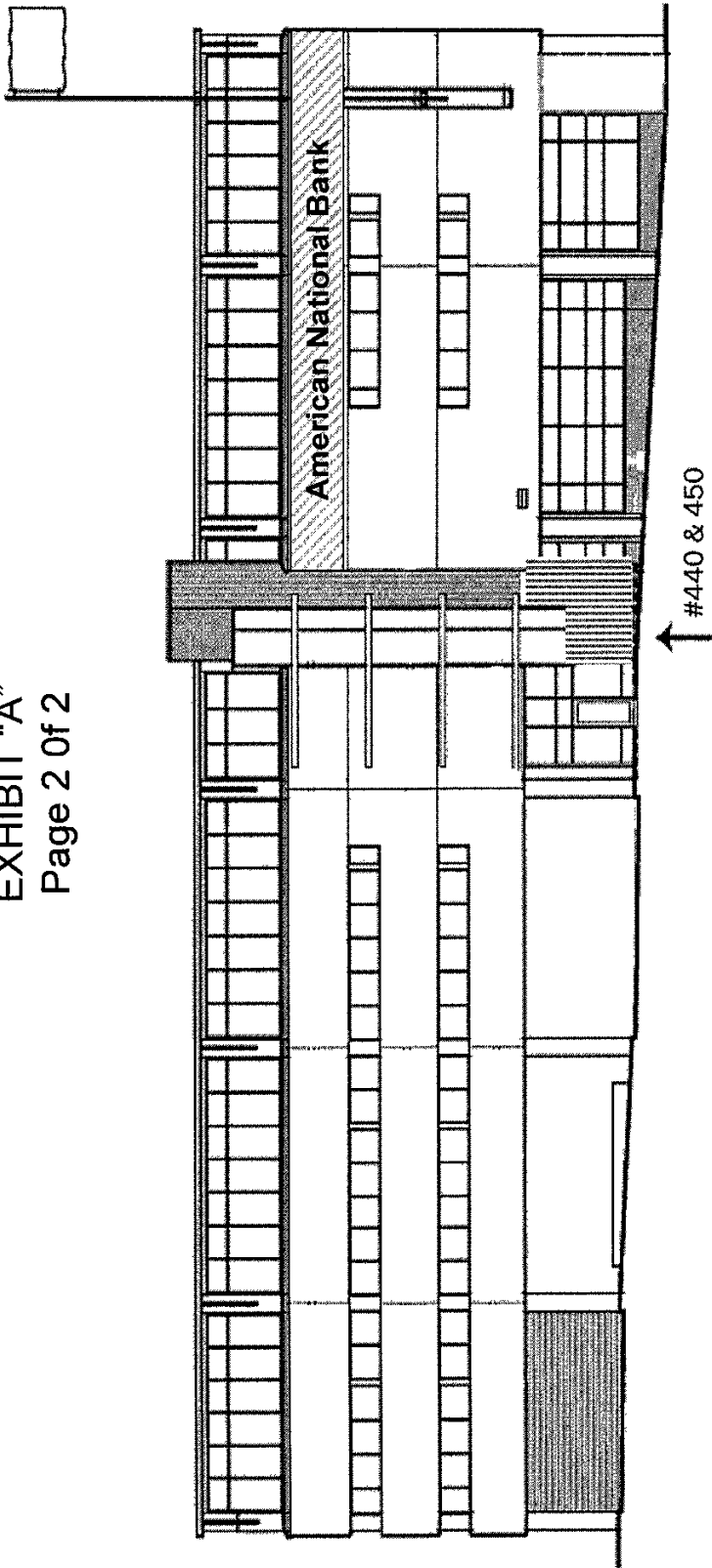
EXHIBIT "A"  
Page 1 of 2



EAST ELEVATION



EXHIBIT "A"  
Page 2 Of 2



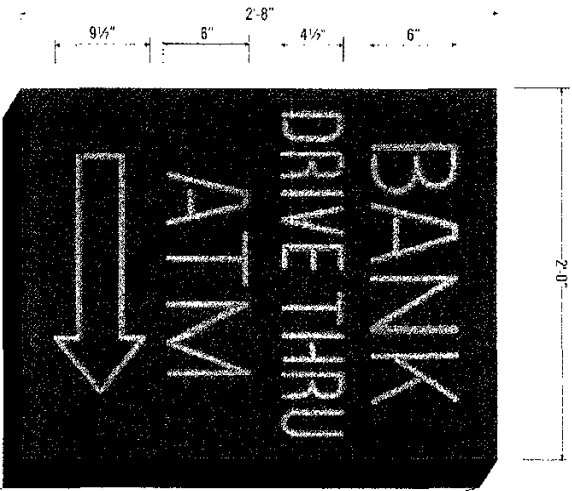
SOUTH ELEVATION

EXHIBIT "B"

**PEDESTRIAN SIGNAGE  
DIRECTIONAL SIGNAGE  
ATM SIGNAGE**

279499\_15.DOC

POOR COPY



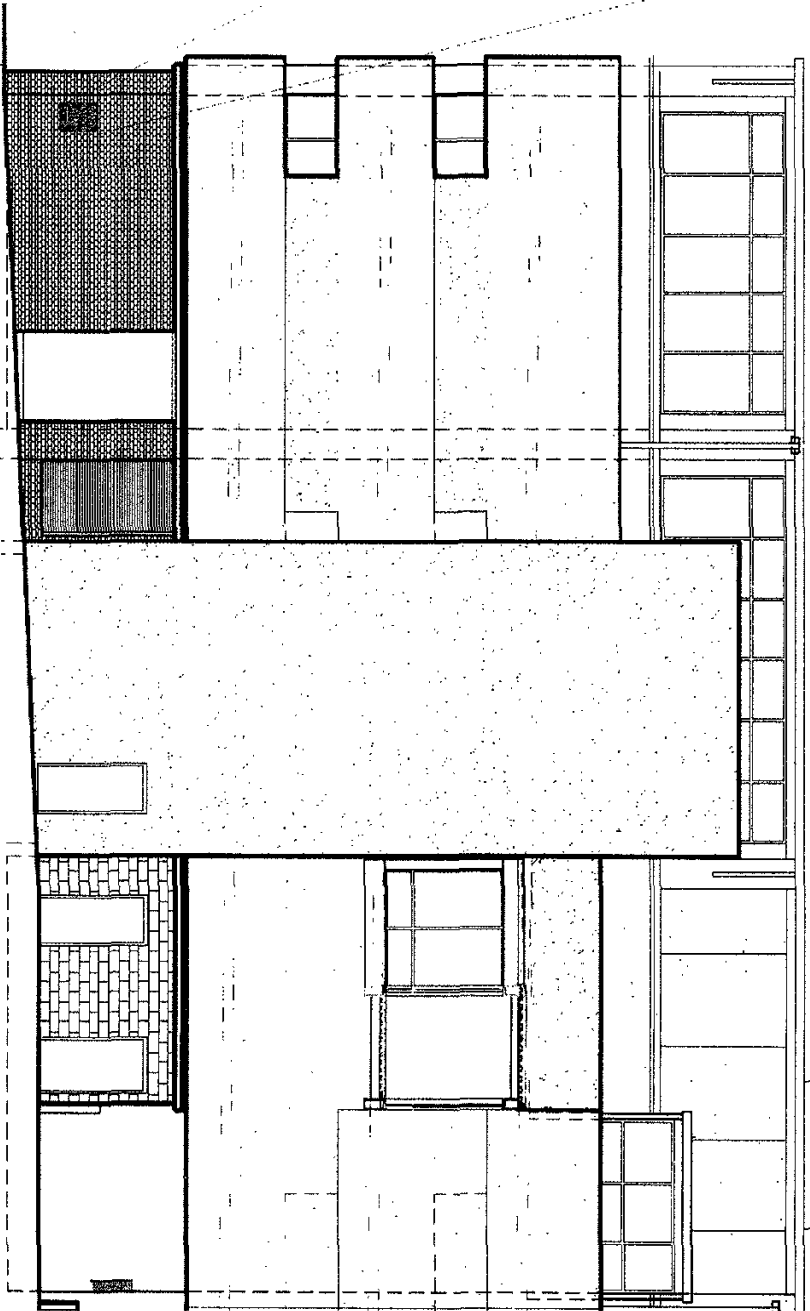
Scale 1\"/>

S/F NEON CABINET

Furnish and install (1) one new S/F Neon Cabinet

Cabinet to be fabricated with angle aluminum covered with aluminum painted MP 28448 METALLIC SLATE.  
Cabinet to have 3/4\"/>

All electrical components to be UL listed.

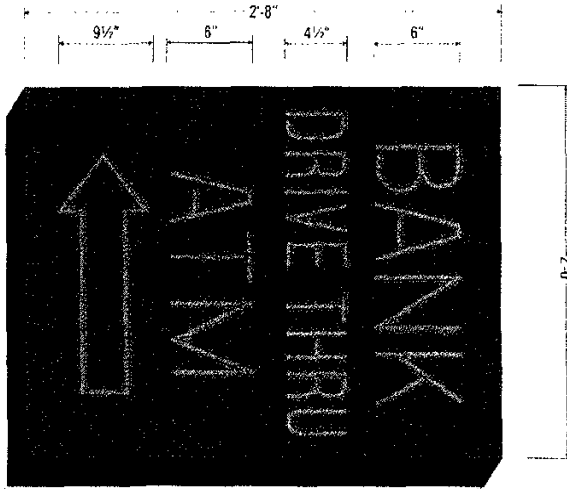


NORTH DRIVE THRU ELEVATION | Scale 1/8\"/>

See dwg #21091b for specs

<div><div><div>SIGNS</div><div>713 F. Street Omaha, NE 68131 402.346.1477 402.346.3250 signproductsco.com</div></div><div>neon products co., inc.</div></div>							
American National Bank   Downtown Omaha		10.10.06 rev		Gabby Ryan		10.16.26 18.04.26 0.0000 C:\projects\2021\american-national-bank	
21090a				Heidi Clausen			

POOR COPY



Scale 1" = 1'

**S/F NEON CABINET**

**Furnish and install (1) one new S/F Neon Cabinet**

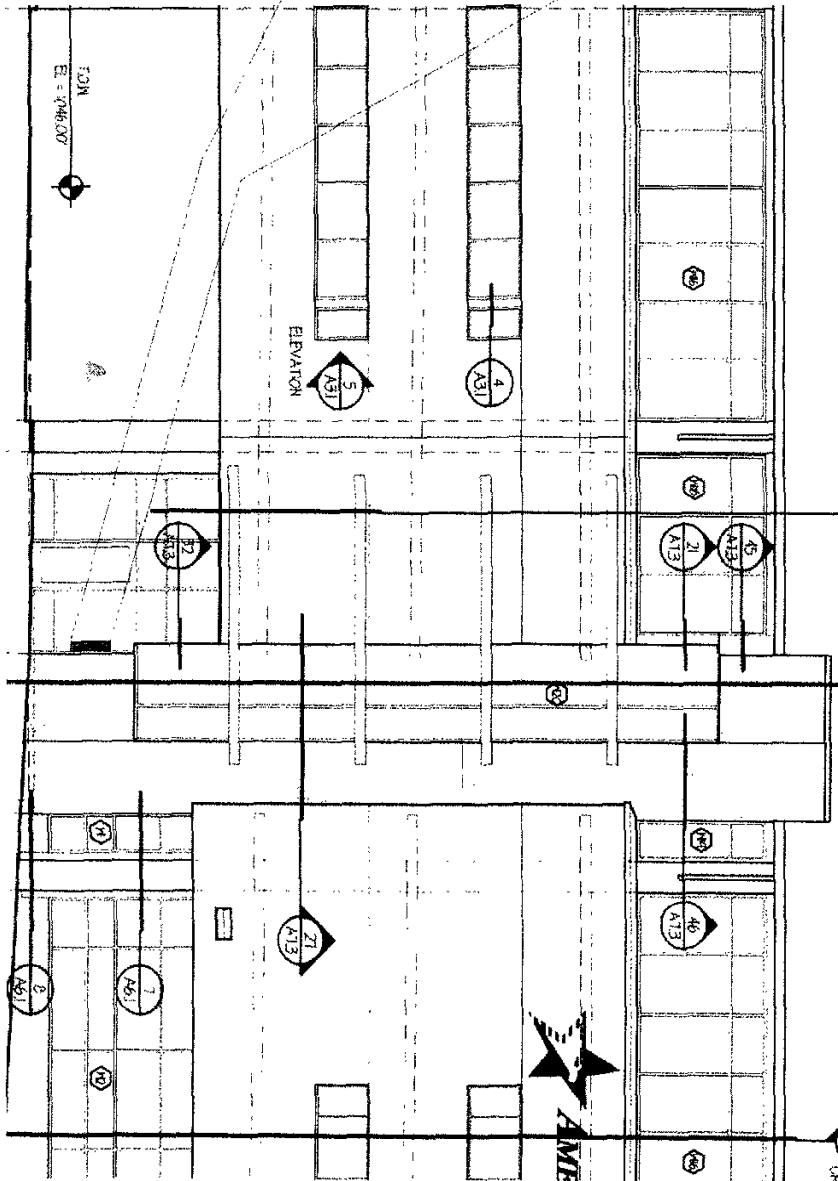
Cabinet to be fabricated with single aluminum covered with aluminum painted MP 2944R METALLIC SLATE.

Cabinet to have 3/4" aluminum retainers.

Cabinet face to be 3/16" CLEAR Acrylic.

Cabinet to have 15mm HORIZON BLUE Skeleton Neon operating on transformers

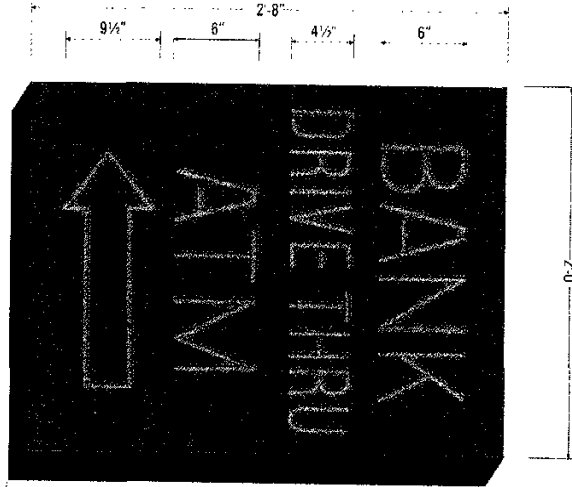
All electrical components to be UL listed.



SOUTH ELEVATION | Not to Scale

<b>SIGNS</b> 4113 F. Street Omaha, NE 68131 402.345.5477 402.345.3520 info@neonproducts.com			
<b>neon products co, inc.</b>			
American National Bank   Downtown Omaha		Gaby Ryan	
21091a		Heidi Claussen	

POOR COPY



Scale 1" = 1'

**S/E NEON CABINET**

**Furnish and Install (1) one new S/E Neon Cabinet**

Cabinet to be fabricated with angle aluminum covered with aluminum painted MP 28448 METALLIC SLATE.

Cabinet to have 3/4" aluminum retainers.

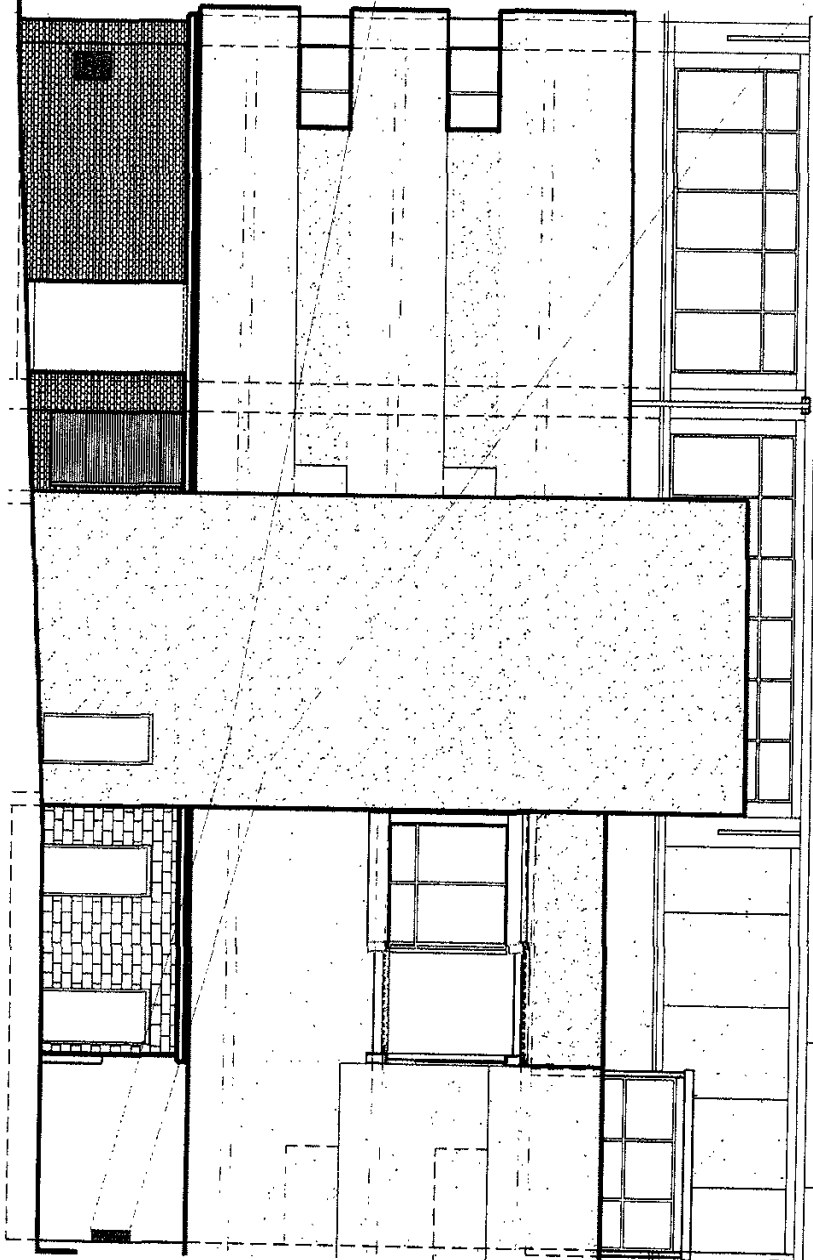
Cabinet face to be 3/16" CLEAR Acrylic.

Cabinet to have 1 5mm HORIZON BLUE Skeleton Neon operating on transformers.

All electrical components to be UL listed.

See dwg. # 21090a for specs.

NORTH DRIVE THRU ELEVATION | Scale 1/8" = 1'



**SIGNS**  
4713 F Street Omaha, NE 68117  
(402) 346 5477  
neonproductsco.com

**neon products co., inc.**

American National Bank | Downtown Omaha


10.10.06

21091b

Gaby Ryan

Heddi Clausen

8 1/2"



S/F NEON CABINET

**Furnish and Install (1) one new S/F Neon Cabinet**

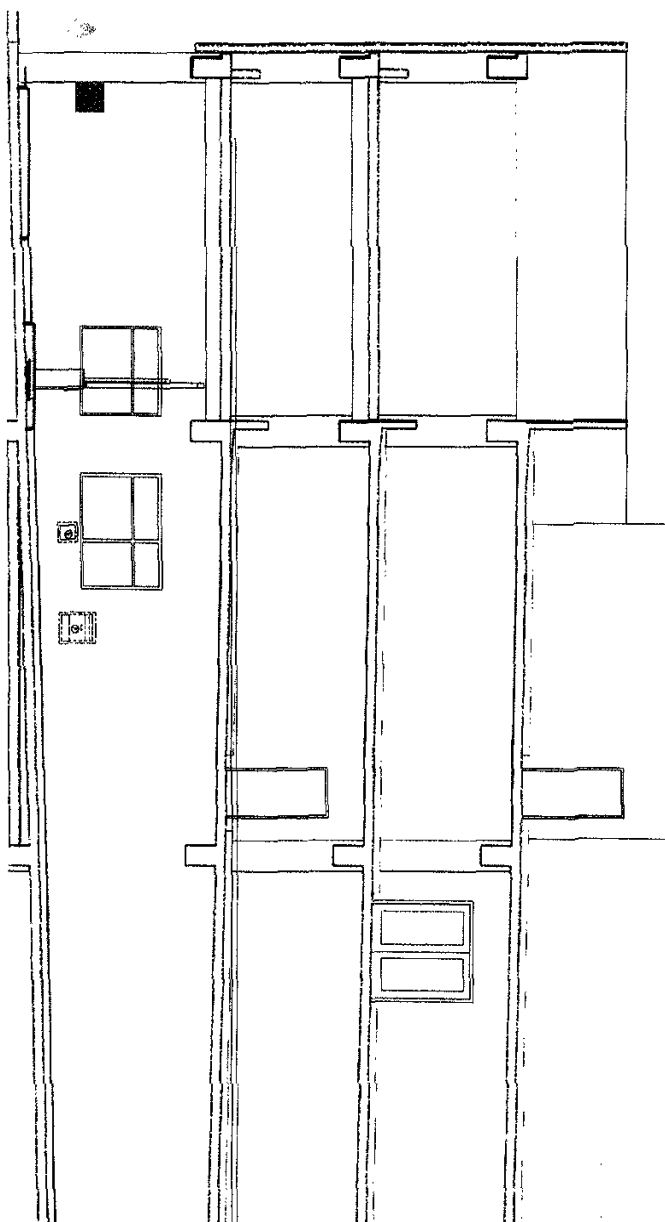
Cabinet to be fabricated with angle aluminum covered with aluminum painted MP 28448 METALLIC SLATE.

Cabinet to have 1" aluminum retainers.

Cabinet face to be 3/16" CLEAR Acrylic.

Cabinet to have 15mm CLEAR RED Skeleton Neon operating on transformers.

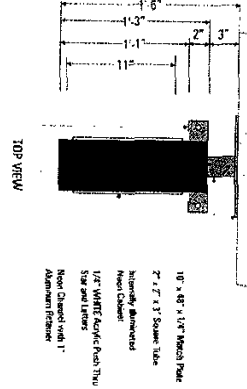
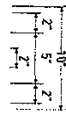
**All electrical components to be UL listed.**



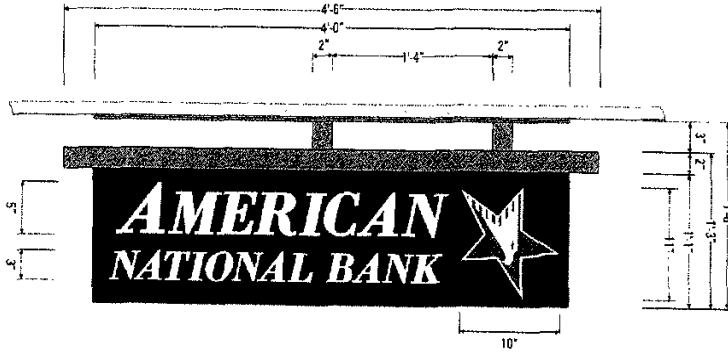
NORTH DRIVE THRU ELEVATION ! Scale 1/8" = 1'

30/33

POOR COPY

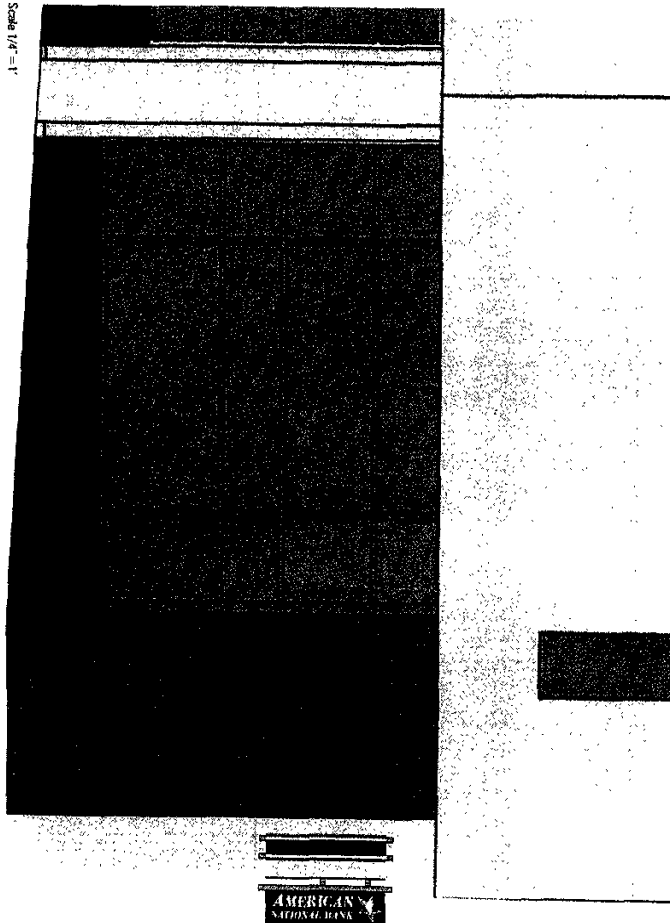


TOP VIEW



Scale 1" = 1'

SIDE VIEW



Scale 1/4" = 1'

D/F: PEDESTRIAN SIGNS

Furnish and install (2) two new D/F Internally Illuminated Pedestrian Signs

- Signs to be built from angle aluminum covered with aluminum painted to match PMS 281C DARK BLUE.
- Cabinet faces to be metal aluminum with 1/4" WHITE Acrylic push thru letters and size.
- Sign to have TRANSLUCENT GOLD MIRROR (230,341) 3M Prismatic vinyl with white applied to first surface.
- Cabinet to be illuminated with 15mm 6500 WHITE Cold Neon mounted to aluminum rods on chrome cabinet frame.
- Cabinet to have (2) Neon Channels built from aluminum channel painted MET SILVER T80 with 15mm 6500 WHITE Neon mounted to cabinet edge as shown. Channel(s) to have 1" aluminum valance.
- Channels to have 3/16" CLEAR Acrylic faces with second surface diffuser (bb).
- Cabinet to be mounted to 2" x 2" Square Tube painted MET SILVER T80 with 10' x 48' x 1/4" Match Plate flush mounted to wall using proper hardware and fasteners.
- All electrical components to be UL listed.

<b>SIGNS</b> 4713 F Street Omaha, NE 68117 (402) 346-5477 P (402) 346-9225 F neonproductsco,inc.	American National Bank   Downtown		Gaby Ryan Heidi Claussen	
21098	10.10.06			

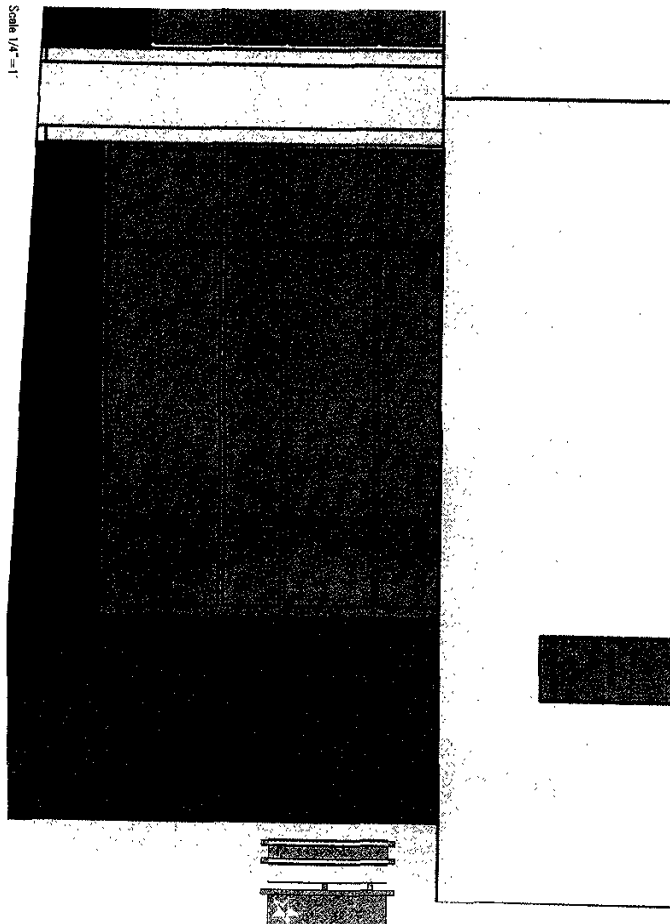
A diagram of a rectangular section with a total width of 10 inches. It features a central hole with a width of 5 inches. On either side of this central hole, there is a smaller hole with a width of 2 inches. The diagram shows the relative positions and widths of these three holes.



**All electrical components to be UL listed.**



## SIDE VIEW



Scale 1/4"=1'

American National Bank   Downtown				
	10.10.06		Gaby Ryan	
21099			Heidi Clausen	



**EXHIBIT C**  
**LEGAL DESCRIPTION OF THE PAXTON**  
**CONDOMINIUM PROPERTY REGIME**

Units 102, 124, 136, 136A, 204, 210, 214, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 502, 504, 506, 508, 510, 512, 600, 602, 604, 606, 608, 610, 612, 700, 702, 704, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1012, 1100, 1101, 1102, 1103, 1200, B-01 through B-53, inclusive, 2-01 through 2-25, inclusive, 2-29 through 2-54, inclusive, 3-01 through 3-54, inclusive, 4-01 through 4-29, inclusive, G-140, G-100, 440, 450, all in the PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded on October 20, 2006, as Instruments No. 2006120877 of the Records of Douglas County, Nebraska.