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File No. 16-473

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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 5/29/2008 14:24:25.91
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WHEN RECORDED, PLEASE RETURN TO:

First National Bank of Omaha
 1620 Dodge Street, Stop 4300
 Omaha, Nebraska 68197-4300
 Attention: Mortgage Loan Department

**AMENDED AND RESTATED DEED OF TRUST,
 SECURITY AGREEMENT AND ASSIGNMENT OF RENTS**

THIS AMENDED AND RESTATED DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GIVEN THAT IS A CONSTRUCTION SECURITY INTEREST.

THIS AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Deed of Trust") is made as of May 20, 2008, by and among Sagewood Development Company, LLC, a Nebraska limited liability company ("Trustor"), whose address is 13215 Birch Street, Omaha, Nebraska 68164; FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Beneficiary"), whose address is 1620 Dodge Street, Stop 4300, Omaha, Nebraska 68197-4300, Attention: Mortgage Loan Department; and FIRST NATIONAL BANK OF OMAHA, a national banking association, whose address is 1620 Dodge Street, Stop 4300, Omaha, Nebraska 68197-4300 ("Trustee"),

WITNESSETH:

WHEREAS, on or about May 28, 2004, Trustor and HCN Limited Partnership, a Nebraska limited partnership, formerly known as H C N, Limited, a Nebraska limited partnership ("HCN"), executed and delivered a Deed of Trust, Security Agreement and Assignment of Rents ("Prior Deed of Trust") to First National Bank of Omaha as trustee and beneficiary under said Prior Deed of Trust; and

WHEREAS, as of May 28, 2004, HCN was the owner of the real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof ("Original Parcel"); and

WHEREAS, subsequent to the date of execution of the Prior Deed of Trust, HCN conveyed the Original Parcel to Trustor, and subsequent to the transfer of the Original Parcel by HCN to Trustor, Trustor has platted, or re-platted, or both, the Original Parcel, and the legal description of the lots that constituted a portion of the Original Parcel and are owned by Trustor as of the date of execution of this Deed of Trust are described in Exhibit "B" attached hereto and by this reference made a part hereof (the real property described in Exhibit "B" attached hereto is referred to in this Deed of Trust as the "Real Property"); and

WHEREAS, Trustor has requested Beneficiary to extend the term of the loan ("Prior Loan") granted by Beneficiary to Trustor that is secured by the Prior Deed of Trust, and Beneficiary is willing to extend the term of the Prior Loan; and

WHEREAS, the balance of the indebtedness due and owing by Trustor to Beneficiary in connection with the Prior Loan is Five Million Three Hundred Fifty-five Thousand Two Hundred Seventy-four and 45/100ths Dollars (\$5,355,274.45) ("Loan") as of January 1, 2008; and

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness due and owing pursuant to the Loan and the trust herein created, the receipt of which is hereby acknowledged:

OTW 92072

The foregoing items of Real Property 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:

(i) Payment of indebtedness evidenced by that certain Amended and Restated Promissory Note dated May 20, 2008 (the "Promissory Note"), executed by Trustor in favor of Beneficiary in the principal amount of Five Million Three Hundred Fifty-five Thousand Two Hundred Seventy-four and 45/100ths Dollars (\$5,355,274.45), bearing interest and being payable as provided therein, according to its terms, and all extensions, renewals and modifications thereof;

(ii) Payment of all other indebtedness and performance of all obligations and covenants of Trustor under each of the "Loan Documents," as hereinafter defined; and

(iii) Payment of all of the principal of and interest on any future advances under the Loan Documents, and all sums advanced by Beneficiary to protect the Mortgaged Property, with interest thereon at the Default Rate provided by the Promissory Note from the date of advance by Beneficiary to the date of payment by Trustor.

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

The indebtedness secured hereby is further evidenced and secured by the following documents, executed by Trustor, which, with this Deed of Trust, the Promissory Note and any amendments or supplements thereto or modifications thereof are hereinafter referred to collectively as the "Loan Documents:"

- (a) Escrow Security Agreement dated even date herewith;
- (b) an Environmental Indemnity Agreement dated May 28, 2004;
- (c) Notice of Commencement bearing even date herewith; and
- (d) UCC-1 Financing Statement filed June 2, 2004,

and is guaranteed by Robert P. Horgan, N. P. Dodge Company, a Nebraska corporation, Mark Palmer, Herbert L. Freeman, and Michael L. Riedmann, pursuant to (i) a Guaranty of Payment executed by N. P. Dodge Company, Mark Palmer, Herbert L. Freeman, and Michael L. Riedmann, jointly and severally, and (ii) a Guaranty of Payment executed by Robert P. Horgan..

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF TRUSTOR

Trustor hereby represents, warrants, covenants and agrees:

Section 1.01. Payment of Secured Obligations. Trustor hereby grants this Deed of Trust to secure the payment and performance when due of the Secured Obligations. The consideration received by Trustor to execute and deliver this Deed of Trust and the liens and security interests created herein are sufficient and will provide a direct economic benefit to Trustor.

Section 1.02. Title of Trustor. Trustor has, subject to Permitted Encumbrances set forth in Exhibit "C" hereto, in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Property, which is free from encumbrance superior to the encumbrance of this Deed of Trust and has full right to make this conveyance.

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Section 6.04. Statements by Trustor. Trustor, within ten (10) days after being given notice, will furnish, or cause to be furnished, to Beneficiary a written statement stating the unpaid principal of and interest on the Promissory Note and any other amounts secured by this Deed of Trust and stating that no offset or defense exists against such amounts.

Section 6.05. Notices. Whenever Beneficiary or Trustor shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid, addressed to the following addresses:

If to Trustor: Sagewood Development Company, LLC
13215 Birch Drive, Suite 103
Omaha, Nebraska 68164

With a copy to: John Q. Bachman
Pansing, Hogan, Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114-3728

If to Trustee or First National Bank of Omaha
Beneficiary: Attention: Senior Officer, Mortgage Loan Department
1620 Dodge Street, Stop 4300
Omaha, Nebraska 68197-4300

With a copy to: Ronald L. Eggers, Esq.
Gross & Welch, P.C., L.L.O.
2120 South 72nd Street, Suite 1500
Omaha, Nebraska 68124-2342

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

Section 6.06. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 6.07. Invalidity of Certain Provisions; Conflicting Provisions If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on such obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Deed of Trust. To the extent any conflict exists between the terms of the Commitment Letter and the terms of the other Loan Documents, the terms of the other Loan Documents will govern.

Section 6.08. Subrogation. To the extent that proceeds of the Promissory Note or advances under this Deed of Trust are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds or advances have been or will be advanced by Beneficiary at Trustor's request, and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

Section 6.09. Change in Ownership. If the ownership of the Mortgaged Property or any part thereof or interest therein becomes vested in a person other than Trustor owning the same on the date hereof, Beneficiary may, without notice to Trustor, deal with such successor or successors in interest with reference to this Deed of Trust and the Secured Obligations in the same manner as with Trustor without in any way vitiating or discharging Trustor's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Property, and no forbearance on the part of Beneficiary, and no extension of the time for the payment of the Secured Obligations, given by Beneficiary, shall operate to release, discharge, modify, change or affect the original liability, if any, of Trustor or the liability of any guarantors or sureties of Trustor, either in whole or in part.

05.16.2008

File No. 16-473

Section 6.10. Assignment of Beneficiary's Interest. It is expressly agreed that any and all terms of this Deed of Trust, the other Loan Documents and all other agreements made or executed by Trustor or others in favor of Beneficiary, and all rights, powers, privileges, options and remedies conferred upon Beneficiary herein and therein, shall inure to and be for the benefit of Beneficiary and may be exercised by Beneficiary, its successors and assigns, and the word "Beneficiary" shall also mean and include the successor or successors and the assign or assigns of Beneficiary and its successors and assigns. Trustor hereby specifically grants unto Beneficiary the right and privilege, at Beneficiary's option, to transfer and assign to any third person all or any part of Beneficiary's rights to receive funds or payments hereunder.

Section 6.11. Time is of the Essence. Time is of the essence under this Deed of Trust and the other Loan Documents.

Section 6.12. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the Promissory Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Mortgaged Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

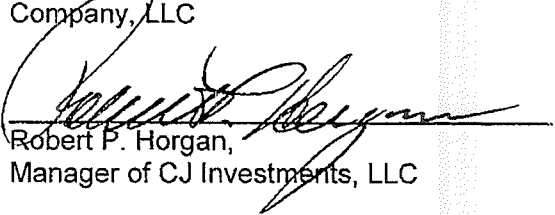
Section 6.13. Prior Documentation. This Amended and Restated Deed of Trust amends and restates, in its entirety, the Prior Deed of Trust executed by the Trustor and HCN to Trustee and Beneficiary, dated May 28, 2004, recorded June 3, 2004, as Instrument No. 2004072335, in the Office of the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

TRUSTOR:

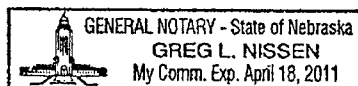
SAGEWOOD DEVELOPMENT COMPANY, LLC,
A Nebraska Limited Liability Company

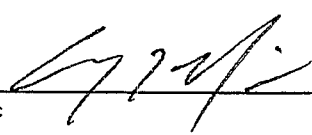
BY: CJ INVESTMENTS, LLC,
A Nebraska Limited Liability Company,
Manager of Sagewood Development
Company, LLC

By: 
Robert P. Horgan,
Manager of CJ Investments, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 20th day of May, 2008, by Robert P. Horgan, Manager of CJ Investments, LLC, a Nebraska limited liability company, Manager of Sagewood Development Company, LLC, a Nebraska limited liability company, on behalf of Sagewood Development Company, LLC.




Notary Public

LEGAL DESCRIPTION

NW NE
SW
NE NW
SE

Attached to and forming a part of file number: OTW92072

A Tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 4; and also the Southwest 1/4 of the Northeast 1/4 of said Section 4; and also the Northeast 1/4 of the Northwest 1/4 of said Section 4; and also the Southeast 1/4 of the Northwest 1/4 of said Section 4; all located in Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said West 1/2 of the Northeast 1/4 of Section 4; thence South $00^{\circ}12'53''$ West (assumed bearing) along the East line of said West 1/2 of the NE 1/4 of Section 4, a distance of 2615.13 feet to the Southeast corner of said West 1/2 of the NE 1/4 of Section 4, said point also being on the North line of Lot 202, Quail Run (Lots 203 thru 330, inclusive), a Subdivision located in the SE 1/4 of said Section 4; thence South $89^{\circ}52'08''$ West along the South line of said NE 1/4 of Section 4, said line also being the North line of said Quail Run (Lots 203 thru 330, inclusive), a distance of 1320.05 feet to the center of said Section 4; Said point also being the Northwest corner of Lot 225, said Quail Run (Lots 203 thru 330 inclusive, said point also being the Northeast corner of Lot 2, the Thomsen Mile West (Lots 2 thru 155, inclusive), a subdivision located in the SW 1/4 of said Section 4; thence South $89^{\circ}52'05''$ West, along the South line of said NW 1/4 of Section 4, said line also being the North line of said The Thomsen Mile West (Lots 2 thru 155, inclusive), a distance of 1320.54 feet to the Southwest corner of said East 1/2 of the NW 1/4 of Section 4, said point also being the Northwest corner of Lot 51, said The Thomsen Mile West (Lots 2 thru 155, inclusive); thence North $00^{\circ}21'07''$ East along the West line of said East 1/2 of the NW 1/4 of Section 4, a distance of 2596.79 feet to the Northwest corner of said East 1/2 of the NW 1/4 of Section 4; thence North $89^{\circ}28'21''$ East along the North line of said NW 1/4 of Section 4, a distance of 1316.23 feet to the Northeast corner of said East 1/2 of the NW 1/4 of Section 4, said point also being the Northwest corner of said West 1/2 of the NE 1/4 of Section 4; thence North $89^{\circ}27'52''$ East along the North line of said NE 1/4 of Section 4, a distance of 1318.31 feet to the point of beginning.

EXCEPT that part taken for Fort Street right of way.

Exhibit A

Parcels

50-34514

Parcel A:

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Lot 1, Lots 3 thru 22, inclusive, Lots 24 thru 30, inclusive, Lot 36, Lots 38 thru 41, inclusive, Lots 49 thru 69, inclusive, Lots 71 and 72, Lot 74, Lots 76 thru 92, inclusive, Lots 94 thru 98, inclusive, Lots 100 thru 102, inclusive, Lots 104 thru 106, inclusive, Lots 110 thru 112, inclusive, Lots 115 thru 172, inclusive, Lots 174 thru 177, inclusive, Lot 181 and Lot 182, Lots 184 thru 202, inclusive, Lots 204 thru 213, inclusive, Lots 216 thru 278, inclusive, Lots 280 thru 284, inclusive, Lots 289 thru 314, inclusive, Lots 326 thru 329, inclusive, Lots 333 thru 341, inclusive, Lots 350 thru 368, inclusive, Lots 371 thru 386, inclusive, Lot 389, Lots 391 thru 438, inclusive, and Outlots A and B, in Sagewood a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska

Parcel B:

3-

Lots 452 thru 455, inclusive, in Sagewood a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

89-1/583258

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Permitted Encumbrances

PLAT:

Plat and Dedication Recorded May 9 2005 at Instrument Number 2005-053143 of the Records of Douglas County, Nebraska, which grants easement(s) to QPPD, Qwest Communication, and Approved Cable TV Franchisees for installation and maintenance of utility facilities on, over, through, under and across a 5 foot strip of land adjoining all front and side boundary lines, Except those side boundary lot lines which are occupied by the common wall between duplex units on lots 285 through 325 inclusive and lots 336 through 357 inclusive and lots 422 through 438 inclusive and also except those side boundary lot lines of lots 138 through 149 inclusive to avoid the gas line easement; an 8 foot strip of land adjoining all rear boundary lines of interior lots; and a 16 foot strip of land adjoining the rear boundary lines of all exterior lots. Plat and Dedication grants an additional easement to Metropolitan Utilities District for installation and maintenance of utility facility on, under, through, and across a 5 foot strip of land abutting all Cul de Sac Streets. Plat reveals the following: certain reservations, restrictions, and limitations, as described thereon. Plat and Dedication grants an additional easement to Metropolitan Utilities District for installation and maintenance of utility facility on, under, through, and across a 5 foot strip of land abutting all Cul de Sac Streets.

Plat and Dedication contains certain provisions for No Direct Access to Fort Street, 174th Street 177th Street and or H W S Cleveland Blvd from adjacent lots. The Association to own and maintain the Outlots A & B. Plat reveals the following: certain reservations, restrictions, and limitations, as described thereon. (As to Lots 1, 3, 24, 25, 27, 28 and 138)

Plat also reveals a Permanent Noise Attenuation and Grading Easement subject to certain provisions, conditions, restrictions and limitations as contained therein, affecting subject property granted to SID 509 & CITY OF OMAHA, on, over, under, through and across a 65 foot/feet strip of land as shown thereon. (As to Lots 3, 4, 21, 22, 28, 29, 30, 452 and 454)

Positive Drainage over the Easements between Lots 30 & 31 shall be perpetually maintained. (As to Lot 30)

Plat also reveals a Perpetual Sewer and Drainage and Channel Blanket Easement subject to certain provisions, conditions, restrictions and limitations as contained therein, affecting subject property granted to Papio-Missouri River Natural Resources District and SID 509 and its successors and assigns, on, over, under, through and across of land as shown thereon. (As to Lots 452 and 453)

Plat also reveals a Permanent Recreation Trail Blanket Easement subject to certain provisions, conditions, restrictions and limitations as contained therein, affecting subject property granted to SID NO. 509 and CITY OF, on, over, under, through and across of land as shown thereon. (As to Lots 452 and 453)

Plat also reveals 30 foot Sanitary Sewer Easement affecting subject property granted to SID No. 509 and City of Omaha, on, over, under, through and across a 20 foot strip of land as shown thereon. (As to Lots 454 and 455)

Plat also reveals 20 foot Sanitary Sewer Easements affecting subject property granted to SID No. 509 and City of Omaha, on, over, under, through and across a 30 foot strip of land as shown thereon. (As to Lots 439, 452, 453 and 454)

Plat also reveals Floodway, as shown thereon. (As to OLA and Lots 452 and 453)

Ratification of Plat recorded May 19, 2005, at Instrument Number 2005-058465 of the Records of Douglas County, Nebraska.

COVENANTS

Declaration of Covenants, Conditions, Restrictions and Easements of Sagewood recorded December 14, 2005 at Instrument Number 2005157538 of the Records of Douglas County, Nebraska, which contains certain restrictions. Incorporation of Sagewood Homeowners Associations with imposition of dues and assessments. Contains set backs and Architectural control. Contains Common Facilities. Possible telephone connection charges by Qwest Corporation as contained therein, and grants easement to OPPD, Qwest Corporation, Cable Television system, MUD and SID No. 509 for installation and maintenance of utility facilities on, over, through, under and across a 5 foot wide strip of land adjoining all front and side boundary lines; an 8 foot wide strip of land adjoining all rear boundary lines of interior lots; and a 16 foot wide strip of land adjoining all rear boundary lines of exterior lots. Any covenant, condition or restriction in this document indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. §3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people. Affects Lot 1, Lots 3 through 22, inclusive and Lots 24, Lots 27 through 30, inclusive, Lot 38, Lots 38 through 41, inclusive and Lots 49 through 69, inclusive, Lot 71, Lot 72 and Lot 74, Lots 76 through Lot 92, inclusive and Lots 94 through 98, inclusive, and Lots 100 through 102, inclusive, and Lots 104 through 106, inclusive, and Lots 110 through 112, inclusive and Lots 115 through 172, inclusive and Lots 174 through 177, inclusive, Lot 181 and Lot 182, and Lots 184 through 202, inclusive and Lots 204 through 213, inclusive and Lots 216 through 242, inclusive and Lots 358 through 368, inclusive and Lot 371 through 386, inclusive, Lot 389, Lots 391 through 421, inclusive in Sagewood.

Declaration of Covenants, Conditions, Restrictions and Easements of Sagewood recorded 12-28-05, at Instrument Number 2005163067 of the Records of Douglas County, Nebraska, which contains certain restrictions. Incorporation of Sagewood Homeowners Associations with imposition of dues and assessments. Contains set backs. Architectural control and also contains party walls. Contains Common Facilities. Possible telephone connection charges by Qwest Corporation as contained therein, and grants easement to OPPD, Qwest Corporation, Cable Television system, MUD and SID No. 509 for installation and maintenance of utility facilities on, over, through, under and across a 5 foot wide strip of land adjoining all front and side boundary lines; an 8 foot wide strip of land adjoining all rear boundary lines of interior lots; and a 16 foot wide strip of land adjoining all rear boundary lines of exterior lots. Any covenant, condition or restriction in this document indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. §3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people. Affects Lots 289 through 314, inclusive and Lots 325 through 329, inclusive and Lots 333 through 341, inclusive and Lots 350 through 357 inclusive and Lots 422 through 438, inclusive, in Sagewood.

Easements:

Easement dated December 15, 1927 filed May 15, 1928 in Book 83 at Page 303 of the Records of Douglas County, Nebraska, granted to Nebraska Power Company, a corporation for installation and maintenance of facilities over a portion of subject property as described therein, subject to certain provisions, conditions, restrictions and limitations as contained therein and as shown on plat thereon. (As to Lot 152, Lot 251 thru 269)

Easement dated December 10, 1927 filed May 15, 1928 in Book 83 at Page 304 of the Records of Douglas County, Nebraska, granted to Nebraska Power Company for installation and maintenance of facilities over a portion of property as described therein, subject to certain provisions, conditions, restrictions and limitations as contained therein and as shown on plat thereon. (As to Lot 138 thru Lot 152, and Lot 455)

Non-Specific Easement dated January 3, 1962 filed March 21, 1962 in Book 378 at Page 31 of the Records of Douglas County, Nebraska, granted to Northern Natural Gas Company for installation and maintenance of facilities over a portion of property as described therein. (As to Lot 138 thru Lot 149 and Lot 455)

Non-Specific Right of Way Easement dated August 26, 1986 filed September 28, 1986 in Book 863 at Page 408 of the Records of Douglas County, Nebraska, granted to Omaha Public Power District for installation and maintenance of facilities over a portion of subject property as described therein.

Declaration of Storm Water Drainage Easement recorded November 4, 2005, at Instrument Number 2005-140034 of the Records of Douglas County, Nebraska, in favor of Sagewood Development Company LLC, a Nebraska limited liability company, for installation and maintenance of utility facility on, under, through, and across a 20 foot wide strip of land affecting subject property as contained therein. Subject to the provisions, conditions, restrictions and limitations as contained therein. (As to Lots 29, 30, 41, 54 and 56.)

Permanent Easement recorded June 6, 2006, at Instrument Number 2005-064889 of the Records of Douglas County, Nebraska, granted to MUD, for installation and maintenance of utility facility on, under, through, and across subject property as contained therein. Subject to the provisions, conditions, restrictions and limitations as contained therein. (As to Lots 284 and 453)

89-1/563259