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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BKP comp. C/O COMP 8/13DEL SCAN dc EV**DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF LAKE CUNNINGHAM RIDGE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS Declaration is made on the date hereinafter set forth by Lake Cunningham Ridge, L.L.C., a Nebraska Limited Liability Corporation of Omaha, Nebraska, who is hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of Lots 1 through 93, and Outlots "A" and "B", Lake Cunningham Ridge, a subdivision in Douglas County, Nebraska.

NOW, THEREFORE, the Declarant hereby declares that all of Lots 1 through 93, and Outlots "A" and "B", Lake Cunningham Ridge, a subdivision in Douglas County, Nebraska, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (covenants). These covenants shall run with such lots and shall be binding upon all parties having or acquiring any right, title or interest in such lots, or any part thereof, and they shall inure to the benefit of each Owner thereof.

**ARTICLE I.
RESTRICTIONS AND COVENANTS**

1. Each Lot, except Outlots A and B, 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 or assigns, for use in connection with a Common Facility, or as a church, school, park or for other nonprofit use.

2. 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, a private garage, and attached breezeways incidental to residential uses.

Please Return to:

**FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482**

Attn: KKIC

18913

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3. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna shall be erected on any Lot without recorded written consent of owners of record of all property within two hundred feet of any Lot line on which such structure is sought to be placed. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any Lot.

4. 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 "For Sale" or "For Rent"; nor shall the Lot or dwelling thereon 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 dwelling thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing shall not apply to the business activities, signs and billboards or the construction and maintenance of dwellings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots or homes thereon. Nothing in this provision shall prohibit Declarant or assignee from constructing its usual signage for its model home area.

5. 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 operations, and then only in as neat and inconspicuous a manner as possible.

6. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot, other than in an enclosed structure, unless it is on concrete pad at the rear of the dwelling in which case the rear yard shall be enclosed by a wood fence of not less than six feet in height. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. 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 6 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of dwellings during their period of construction. All Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

7. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container 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 nor shall refuse, rubbish or cutting be deposited on any street, road or Lot. No permanent clothes line shall be permitted outside of any dwelling at any time.

8. A public sidewalk shall be constructed of concrete four (4) feet wide by three and one-half (3 1/2) inches thick in front of each built upon Lot and upon the street side of each built upon 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 dwelling and before occupancy thereof, provided, however, this provision shall vary to comply with any requirements of the City of Omaha. It is understood, however, that from time to time because of weather or material shortages the Owner may be allowed to move in prior to sidewalk construction, but only after an escrow has been established to assure such construction when weather and material availability permits.

9. 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 that a dog house constructed for one (1) dog shall be permitted, provided always that the construction plans, specifications and the location of the proposed structure have first been approved by all of the Owners of Lots located in whole or in part within one hundred feet of the Lot on which such dog house is to be placed. In any event, dog houses shall only be allowed at the rear of the dwelling, concealed from public view. No dog runs or kennels of any sort shall be allowed.

10. Except as provided herein, all exposed side and rear concrete block or masonry foundation walls must be painted. All driveways shall be full width concrete construction. Fireplace chimneys shall be covered with brick or wood. The roof of all dwellings shall be covered with asphalt or wooden shingles.

11. All telephone cable television, electric, power and any other service lines from property line to dwelling shall be underground.

12. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 445 of Douglas County, Nebraska and to the City of Omaha, Nebraska, their respective employees, representatives, successors, assigns and the employees, and representatives of its successors or assigns, to enter upon said property to construct, reconstruct, repair, maintain, improve, and inspect each sewer, and to inspect sewage thereof or therein.

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13. Declarant shall be allowed to operate and maintain model homes in Lake Cunningham Ridge. This right shall not expire with the sale of the last buildable Lot in Lake Cunningham Ridge.

14. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. The following provisions may be enforced by the Lake Cunningham Hills Neighborhood Association, a Nebraska not for profit corporation or its successors:

A. **Landscaping:** Declarant, as soon as weather reasonably permits after the paving is installed in Phase I of Lake Cunningham Ridge, will install a landscaping buffer along the rear 20 feet of Lots 11 through 19, inclusive. Such landscaping shall be in accordance with the Landscaping Plan prepared by Purdy & Slack, a copy of which is attached hereto. In the event any of such landscaping shall die, the Homeowner's Association created herein shall replace such dead landscaping within ninety (90) days or as soon thereafter as weather permits. At least one (1) tree shall be planted with each home.

B. **Garages:** All homes constructed shall have a two-car attached garage. The garages will be of exterior material that compliments or matches those used on the primary structure.

C. **Pitch of Roof:** The manufactured homes or any home constructed shall have a minimum 3:12 pitch roof. The definition of a 3:12 pitch roof shall be that which is customary in manufactured homes. Exact measurements may vary slightly upward or downward.

D. **Mix of Elevations:** The Declarant will mix the street front elevations so that duplicate units shall be spaced no less than three lots apart.

E. **Front Stoop or Steps:** Each home will have a concrete stoop or concrete stoop with steps. Steps will not be constructed of wood. All stoops and steps will have concrete footings.

F. **Basements:** All homes will have City approved footed foundations and at least 50% will have basements.

G. **Brick Facing:** All exposed foundations will have brick front facades facing the street fronting the home.

H. **Minimum Home Width:** Each residence shall contain a minimum of 1050 square feet of living area, exclusive of basement and garage areas. The exterior width (cross section) of all dwellings, less appurtenances shall be a minimum of 24 feet.

I. **Entry Road:** The subdivision entrance on 80th Street will be landscaped in accordance with the Landscaping Plan attached hereto.

J. **On-Site Built Homes:** Nothing in this covenant prevents what is commonly referred to as a "stick built home" or on-site construction homes. No used homes will be allowed to be moved into the development.

K. **Storage Sheds.** Any storage sheds to be constructed shall be approved in writing by the Declarant before they are permitted to be constructed. All plans shall be submitted to the Declarant in form and size acceptable to the Declarant and shall include a provision for a concrete floor and sided of exterior materials that compliment or match those of the home on the lot.

L. **Pets.** All pets (dogs, cats, etc.) shall be kept in a fenced rear yard or on a leash and not be allowed to roam free.

16. These covenants shall run with the land and shall be binding on the Declarant, all Owners and all persons claiming under them for a period of 25 years from the date these covenants are recorded.

ARTICLE II. **HOMEOWNERS ASSOCIATION**

1. **The Association.** Declarant has or will cause the incorporation of Lake Cunningham Ridge Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has 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, including Outlots "A" and "B" for the general use, benefit and enjoyment of the Members. Common Facilities may including recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks dedicated and non-dedicated roads, paths, ways and green areas; and signs and entrances for Lake Cunningham 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 and 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 by 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 Lake Cunningham Ridge; and the protection and maintenance of the residential character of Lake Cunningham Ridge.

2. **Membership and Voting.** Lake Cunningham Ridge will be developed in two (2) phases consisting of separate residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. 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 of 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 persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. **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.

B. The Landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Lake Cunningham 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.

4. **Mandatory Duties of Association.** The Association shall maintain and repair for all of the Lake Cunningham Ridge subdivision signs, maintain Outlots A & B and the trees, bushes and shrubs, comprising the buffer installed on the rear 20 feet of Lots 11 through 19, inclusive, which have been installed in all phases of Lake Cunningham Ridge subdivision in generally good and neat condition.

5. **Imposition of Dues and Assessments.** The Association may fix, levy and charge the Owner of each Lot with a dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this declaration. Except as otherwise specifically 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.

6. **Abatement of Dues and Assessments.** Notwithstanding any other provisions of this declaration, the Board of Directors may abate all or part of the dues or assessments due 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.

7. **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.

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

9. **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.

10. **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 Section 6 of this Article.

11. **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 assessment shall be and become a lien as of the date such amounts first become due and payable.

12. **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 or assessment shall bear interest from the due date at the rate of sixteen percent (16%) 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.

13. **Subordination of the Lien to Mortgagee.** 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 III
GENERAL PROVISIONS

1. **Remedy on Violation.** If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation. Additionally, as provided in Paragraph 15 of Article I of these covenants, the Lake Cunningham Hills Homeowners Association shall have the right to enforce the provisions contained in said paragraph.

2. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

3. **Binding on Successors.** The covenants and restrictions herein contained shall run with the land, and shall be binding upon the Declarant, all Owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

4. **Enforcement by Declarant.** Nothing herein contained shall in any way be construed as imposing upon the Declarant or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

5. **Amendments.** For a period of ten (10) years following the date hereof, Declarant shall have the exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Any amendment or modification to Paragraph 15, Article I of these covenants shall require the prior written consent of the Lake Cunningham Hills Neighborhood Association or its successor.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 12th day of April, 2000.

DECLARANT:

LAKE CUNNINGHAM RIDGE, L.L.C.,
a Nebraska Limited Liability Corporation

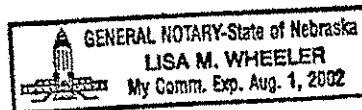
By Kenneth J. Jansen Member
KENNETH J. JANSEN Title

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2000 by Kenneth J. Jansen, _____ of Lake Cunningham Ridge, L.L.C., a Nebraska Limited Liability corporation, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 12 day of April, 1999.

[Signature]
Notary Public





2115 039 DEED



02630 99 039-

Nebr Doc
Stamp Tax

3/4/99

Date

\$ 924.00

By

*[Signature]*RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 MAR -4 PM 3:22

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WARRANTY DEED

98230279

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Ref

KNOW ALL MEN BY THESE PRESENTS THAT I or WE, MICHAEL ELVERS AND

MARGARET ELVERS, HUSBAND AND WIFE

herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto LAKE CUNNINGHAM RIDGE, L.L.C.

herein called the grantee,

whether one or more, the following described real property in Douglas County, Nebraska

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION TWENTY-THREE
(23), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWELVE (12), EAST OF
THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

2630 H

FEE 5.50 FB 001-6008880
BKP 23-16-12 C/O y COMP EP
DEL SCAN FV

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrances except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to the date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claim of all persons whomsoever.

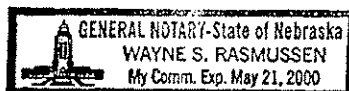
Dated: February 27, 1999

Michael S. Elvers

MICHAEL ELVERS

Margaret Elvers

MARGARET ELVERS

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.The foregoing instrument was acknowledged before me this 27th day of February, 1999
by MICHAEL ELVERS AND MARGARET ELVERS, HUSBAND AND WIFE*Wayne S. Rasmussen*
Notary Public

5/21/2000

My Commission Expires

9815009585-3017

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SEP 24 1 56 PM '96

GEORGE J. H.
REGISTER
DOUGLAS

Site Name: Specialty Tools



Site I.D.: 045-C

GRANT OF ACCESS EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That Quad S. Company, a Nebraska General Partnership Company (hereinafter the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer and convey unto Sprint Spectrum L.P., a Delaware limited partnership, (hereinafter the "Grantee") permanent access easement over the property described on Exhibit "B" attached hereto for the purpose of ingress and egress, seven (7) days a week, twenty-four (24) hours a day, by foot or motor vehicle, to and from the property described on Exhibit "A" attached hereto.

Grantor hereby covenants with said Grantee that: (i) Grantor and its successors and assigns will not take any actions which would interfere with the Easement herein granted; (ii) Grantor has good and lawful authority to grant, transfer and convey the Easement herein granted; (iii) Grantor is the owner of the property described on Exhibit "B" attached hereto in fee simple; and (iv) if Grantor decides to sell all or any part of the property described on Exhibit "B" attached hereto to a purchaser other than Grantee, such sale shall be under and subject to the Easement herein granted and the rights of the Grantee hereunder.

The Easement herein granted and conveyed to the Grantee and the covenants herein contained, shall be Easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective agents, contractors, successors and assigns, but shall terminate if, as and when, Grantee or its successors or assigns shall cease to use the property described on Exhibit "A" attached hereto as a Communications Facility location.

This instrument contains the entire agreement of the parties and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or reservations of the Grantee, its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 24th day of September, 1996.

LOUIS F. STAVA
Grantor

By: Louis F. Stava

Title: GENERAL PARTNER

Omaha.Access Easement.Specialty Tools.cd.08/14/96.4:07 PM

PLEASE RETURN RECORDED DOCUMENT TO:

Sprint Spectrum (Property Department)

5078 South 111th Street

Omaha, NE 68137-2338

(402)597-3660

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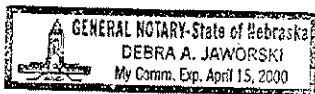
STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 1996

by LOUIS F. STAVA, by _____, as GENERAL PARTNER
NEBRASKA GENERAL
of QUAD S. COMPANY, a PARTNERSHIP corporation, on behalf of the corporation, by
_____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)



My commission expires:

Debora A. Jaworski
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF NEBRASKA

DEBORA A. JAWORSKI
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Acknowledgment: For use in the case of corporations (Omaha)

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "A"
(Communications Facility Location)

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 23, ~~23~~ TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 449.92 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 30.00 FEET;

THENCE SOUTH 85 DEGREES 35 MINUTES 21 SECONDS WEST, 50.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

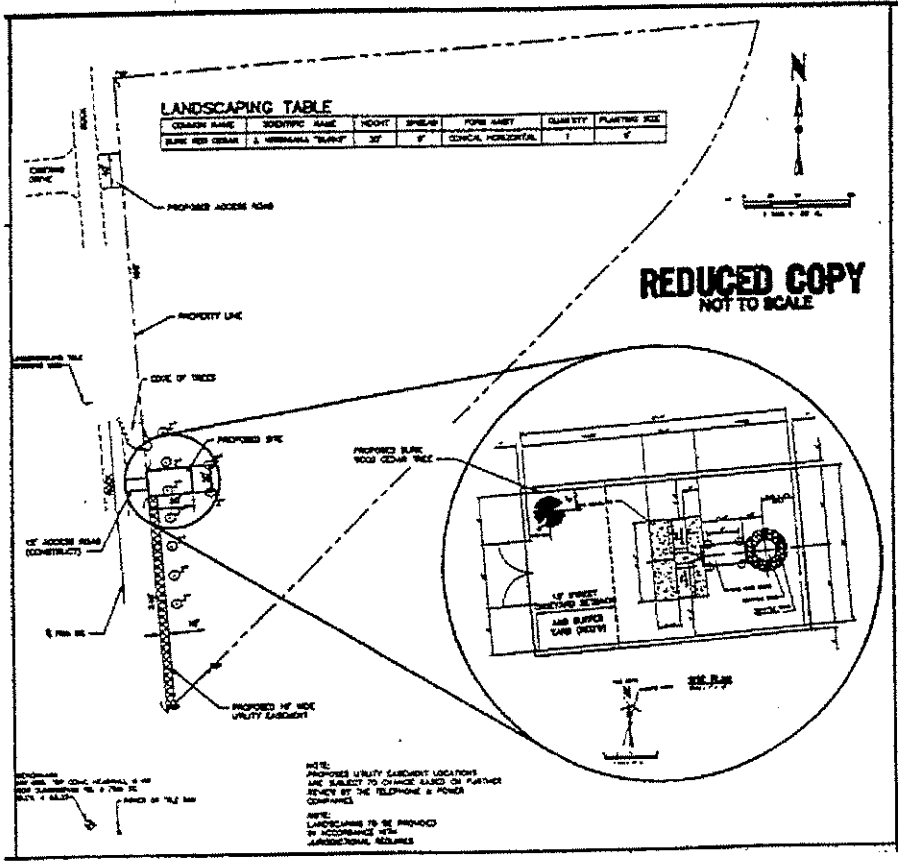
SAID PARCEL CONTAINS AN AREA OF 2000 SQUARE FEET (0.034 ACRES), MORE OR LESS.

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "A"
(Communications Facility Location)

Sketch:



Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "B"
(ACCESS EASEMENT)

A STRIP OF LAND, 10.00 FEET IN WIDTH SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 23, ~~028~~ TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 479.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 10.00 FEET;

THENCE PARALLEL WITH SAID EASTERLY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 237.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CUNNINGHAM ROAD;

THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE AND ALONG A 2181.83 FEET RADIUS CURVE TO THE RIGHT, A DISTANCE OF 13.00 FEET, MORE OR LESS TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 245.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID STRIP CONTAINS AN AREA OF 2400 SQUARE FEET, (0.055 ACRES) MORE OR LESS.

1 OF 2

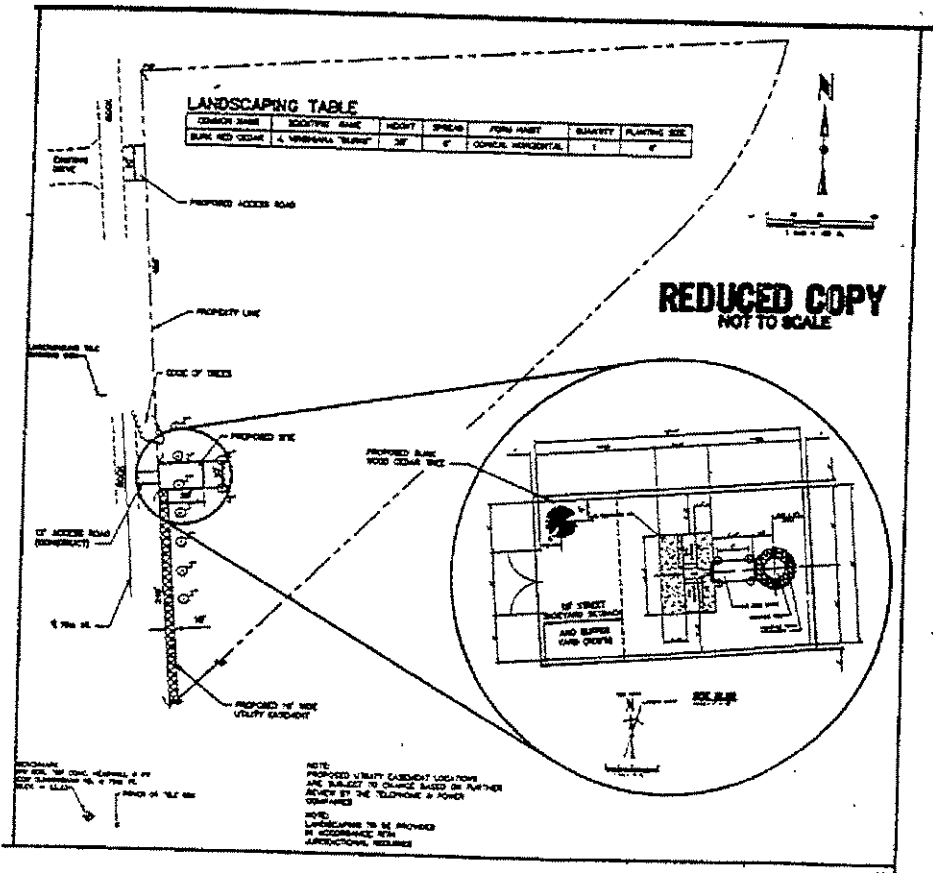
Omaha.Access Easement.Specialty Tools.cd.08/07/96.3:01 PM

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "B"
(Access Easement)

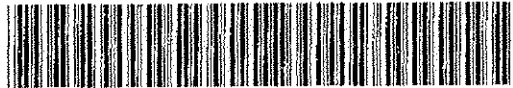
Sketch:



RECEIVED

SEP 24 1 56 PM '96

GEORGE
REGISTERED
DOUGLAS



Site Name: Specialty Tools

Site I.D.: 045-A

GRANT OF UTILITY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That Quad S. Company, a Nebraska General Partnership Inc. a Nebraska Corporation (hereinafter the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer and convey unto Sprint Spectrum L.P., a Delaware limited partnership, Omaha Public Power District, US West Communications, Teleport Communications Group, and any other public utility company (hereinafter collectively referred to as the "Grantees"), permanent utility easement over, across and under the property described on Exhibit(s) "B-" attached hereto for the installation, construction, operation and maintenance (including access to said property for the repair, replacement, inspection and removal) of utility, power and telecommunication cables and related conduits, wires and such other equipment, surface structures and facilities as may be necessary and/or desirable for the operation, maintenance, utilization and servicing of the Communications Facility which is to be constructed by Sprint Spectrum L.P. upon the property described on Exhibit "A" attached hereto.

Grantor hereby covenants with said Grantees that: (i) Grantor and its successors and assigns will not take any actions which would interfere with the Easement herein granted; (ii) Grantor has good and lawful authority to grant, transfer and convey the Easement herein granted; (iii) Grantor is the owner of the property described on Exhibit(s) "B-" attached hereto in fee simple; and (iv) if Grantor decides to sell all or any part of the property described on Exhibit(s) "B-" attached hereto to a purchaser other than Grantees, such sale shall be under and subject to the Easement herein granted and the rights of the Grantees hereunder.

The Easement herein granted and conveyed to the Grantees shall not interfere or otherwise obstruct the Grantor's use of the Property described on Exhibit(s) "B-" attached hereto. Grantees shall provide to Grantor a plan or drawing of any proposed utility installations within the easement area. Any underground utility

PLEASE RETURN RECORDED DOCUMENT TO:
Sprint Spectrum (Property Department)
5078 South 111th Street
Omaha, NE 68137-2338
(402)597-5660

Omaha.Utility Easement.Specialty Tools.cd.08/07/96.10:02 AM

10945
3502 16-12
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installations which may require the removal, destruction or replacement of any asphalt or concrete surfacing within the easement area, shall be subject to prior written approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantees, and their successors and assigns, shall be responsible to repair any damages which may occur to the easement area as a result of their use of said area and the installation of utilities.

The Easement herein granted and conveyed to the Grantees, and the covenants herein contained, shall be Easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective agents, contractors, successors and assigns, but shall terminate if, as and when, Sprint Spectrum L.P. or its successors or assigns shall cease to use the property described on Exhibit "A" attached hereto as a Communications Facility location.

This instrument contains the entire agreement of the parties and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or reservations of the Grantees, their agents or employees, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 24th day of September, 1996.

LOUIS F STAVA,
Grantor

By: *Louis F. Stava*
Title: General Partner

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 24th day of September, 1996

by LOUIS F STAVA, by _____, as GENERAL PARTNER
Nebraska General
of QUAD S. COMPANY, a Partnership corporation, on behalf of the corporation, by
_____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)



My commission expires:

Debra A. Jaworski
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF NEBRASKA

DEBRA A. JAWORSKI
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Acknowledgment: For use in the case of corporations (Omaha)

Site Name: Specialty Tools

Site I.D.: 045-A

EXHIBIT "A"
(Communications Facility Location)

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 449.92 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 30.00 FEET;

THENCE SOUTH 85 DEGREES 35 MINUTES 21 SECONDS WEST, 50.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

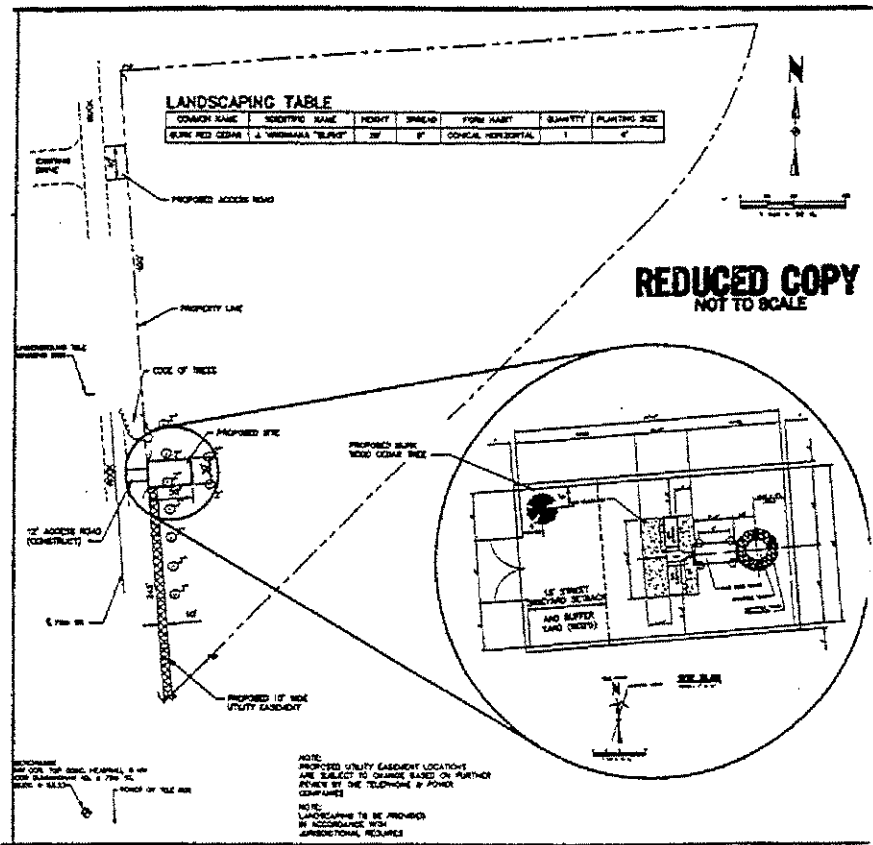
SAID PARCEL CONTAINS AN AREA OF 2000 SQUARE FEET (0.034 ACRES), MORE OR LESS.

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "A"
(Communications Facility Location)

Sketch:



Site Name: Specialty Tools

Site I.D.: 0045-C

**EXHIBITS "B-"
(Utility Easement)**

A STRIP OF LAND, 10.00 FEET IN WIDTH, SITUATE IN THE NORTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER (NE1/4 SE1/4), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 7TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 479.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 10.00 FEET;

THENCE PARALLEL WITH SAID EASTERLY LINE, SOUTH 4 DEGREES 24 MINUTES 29 SECONDS EAST, 237.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE CUNNINGHAM ROAD;

THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE AND ALONG A 2181.83 FEET RADIUS CURVE TO THE RIGHT, A DISTANCE OF 13.00 FEET, MORE OR LESS TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 245.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

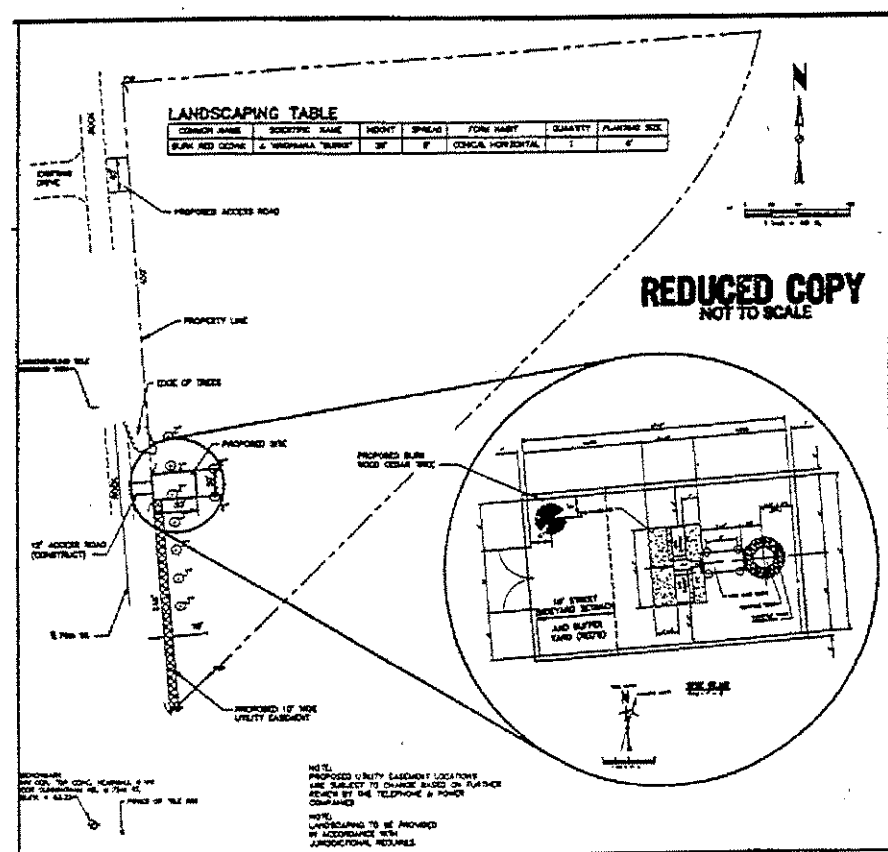
SAID STRIP CONTAINS AN AREA OF 2400 SQUARE FEET, (0.055 ACRES) MORE OR LESS.

Sita Name: Specialty Tools

ite I.D.: 045-C

EXHIBIT "B"
(Access Easement)

Sketch:





1211 467 MISC



06517 97 467-473

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JUN 3 10 01 AM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Re-recorded to correct legal description on Exhibits A & B

Refile

RECEIVED

SEP 24 1 56 PM '96

GEORGE J. DE
REGISTER OF
DOUGLAS CO.

Refile

1189 014 MISC

10945 96 014-020

Site Name: Specialty Tools

GRANT OF UTILITY EASEMENTS

Site I.D.: 045-XC
FEE \$50 2311/12/8 01-6000
DEL C/O COMP
LEGAL PG SCANDC FV

KNOW ALL MEN BY THESE PRESENTS:

That Quad S. Company, a Nebraska General Partnership Inc. a Nebraska Corporation (hereinafter the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer and convey unto Sprint Spectrum L.P., a Delaware limited partnership, Omaha Public Power District, US West Communications, Teleport Communications Group, and any other public utility company (hereinafter collectively referred to as the "Grantees"), permanent utility easement over, across and under the property described on Exhibit(s) "B-" attached hereto for the installation, construction, operation and maintenance (including access to said property for the repair, replacement, inspection and removal) of utility, power and telecommunication cables and related conduits, wires and such other equipment, surface structures and facilities as may be necessary and/or desirable for the operation, maintenance, utilization and servicing of the Communications Facility which is to be constructed by Sprint Spectrum L.P. upon the property described on Exhibit "A" attached hereto.

Grantor hereby covenants with said Grantees that: (i) Grantor and its successors and assigns will not take any actions which would interfere with the Easement herein granted; (ii) Grantor has good and lawful authority to grant, transfer and convey the Easement herein granted; (iii) Grantor is the owner of the property described on Exhibit(s) "B-" attached hereto in fee simple; and (iv) if Grantor decides to sell all or any part of the property described on Exhibit(s) "B-" attached hereto to a purchaser other than Grantees, such sale shall be under and subject to the Easement herein granted and the rights of the Grantees hereunder.

The Easement herein granted and conveyed to the Grantees shall not interfere or otherwise obstruct the Grantor's use of the Property described on Exhibit(s) "B-" attached hereto. Grantees shall provide to Grantor a plan or drawing of any proposed utility installations within the easement area. Any underground utility

Refile

Omaha.Utility Easement.Specialty Tools.cd.08/07/96.10:02 AM

PLEASE RETURN RECORDED DOCUMENT TO:
Sprint Spectrum (Property Department)
5078 South 111th Street
Omaha, NE 68137-2338
(402)597-5660

installations which may require the removal, destruction or replacement of any asphalt or concrete surfacing within the easement area, shall be subject to prior written approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantees, and their successors and assigns, shall be responsible to repair any damages which may occur to the easement area as a result of their use of said area and the installation of utilities.

The Easement herein granted and conveyed to the Grantees, and the covenants herein contained, shall be Easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective agents, contractors, successors and assigns, but shall terminate if, as and when, Sprint Spectrum L.P. or its successors or assigns shall cease to use the property described on Exhibit "A" attached hereto as a Communications Facility location.

This instrument contains the entire agreement of the parties and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or reservations of the Grantees, their agents or employees, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 24th day of September, 1996.

LOUIS F STAVA,
Grantor

By: Louis F Stava

Title: General Partner

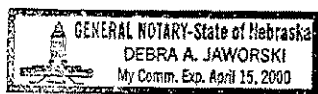
STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 24th day of September, 1991.

by LOUIS F. STAVA, by _____, as GENERAL PARTNER
Nebraska General
of QUAD S. COMPANY, a Partnership corporation, on behalf of the corporation, by
_____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)



My commission expires:

Debra A. Jaworski
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF NEBRASKA

DEBRA A. JAWORSKI
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Acknowledgment: For use in the case of corporations (Omaha)

Site Name: Specialty Tools

Site I.D.: 045-A

EXHIBIT "A"
(Communications Facility Location)

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 449.92 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 30.00 FEET;

THENCE SOUTH 85 DEGREES 35 MINUTES 21 SECONDS WEST, 50.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

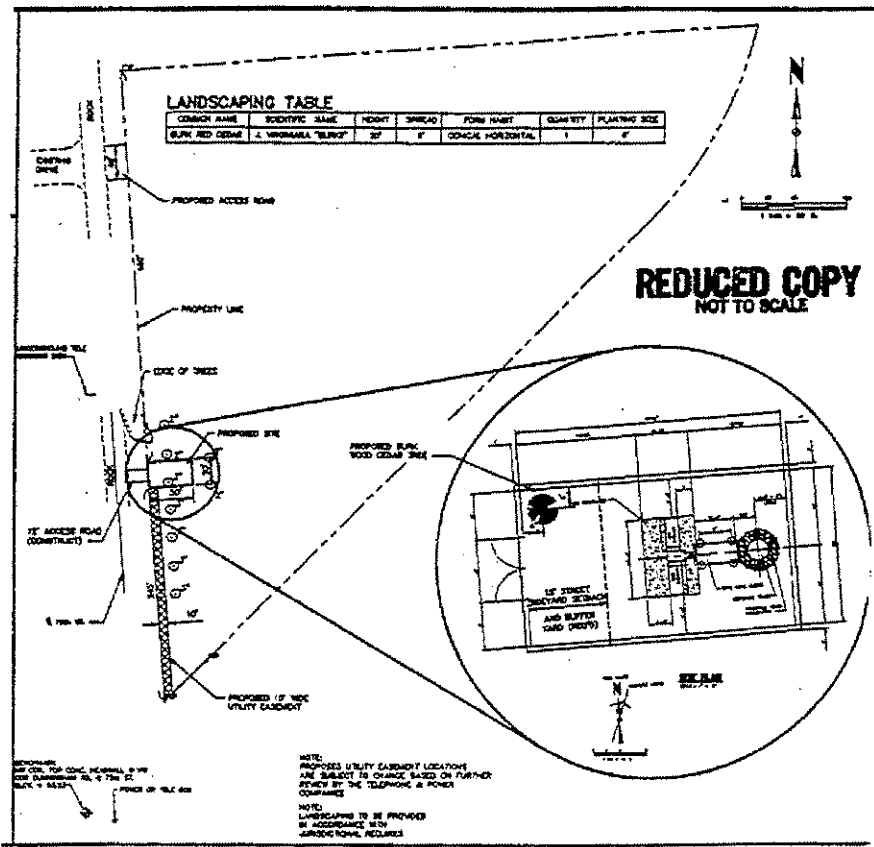
SAID PARCEL CONTAINS AN AREA OF 2000 SQUARE FEET (0.034 ACRES), MORE OR LESS.

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "A"
(Communications Facility Location)

Sketch:



Site Name: Specialty Tools

Site I.D.: 0045-C

**EXHIBITS "B-"
(Utility Easement)**

A STRIP OF LAND, 10.00 FEET IN WIDTH, SITUATE IN THE NORTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER (NE1/4 SE1/4), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 7TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 479.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 10.00 FEET;

THENCE PARALLEL WITH SAID EASTERLY LINE, SOUTH 4 DEGREES 24 MINUTES 29 SECONDS EAST, 237.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE CUNNINGHAM ROAD;

THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE AND ALONG A 2181.83 FEET RADIUS CURVE TO THE RIGHT, A DISTANCE OF 13.00 FEET, MORE OR LESS TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 245.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID STRIP CONTAINS AN AREA OF 2400 SQUARE FEET, (0.055 ACRES) MORE OR LESS.

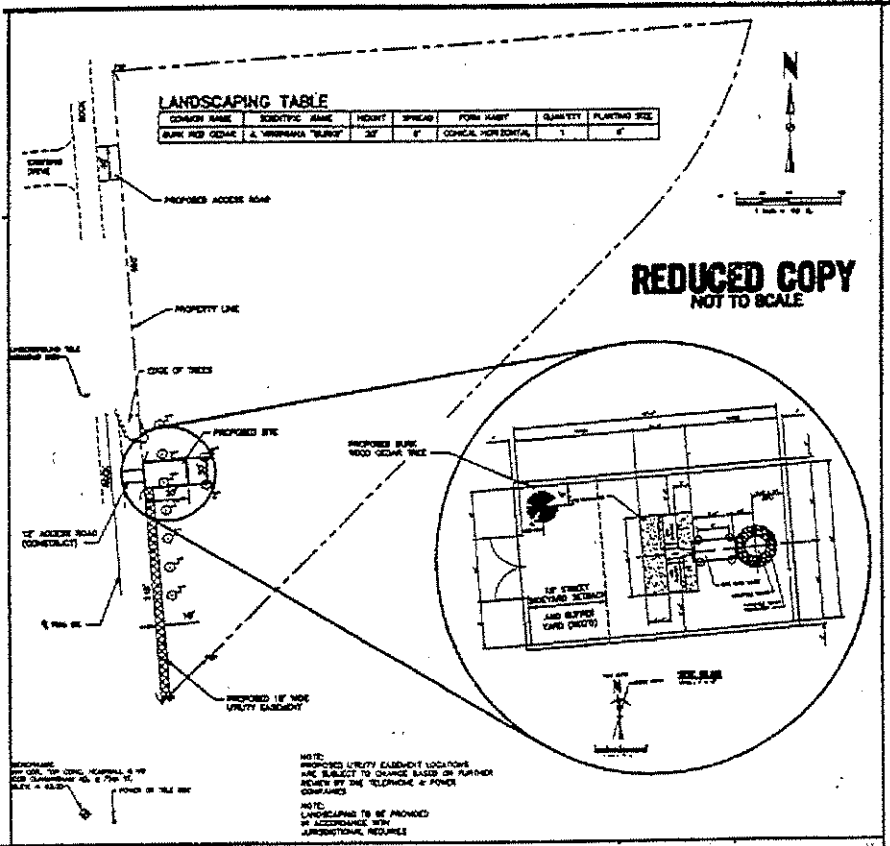
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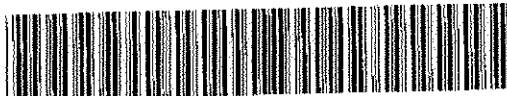
Site Name: Specialty Tools

ite I.D.: 045-C

EXHIBIT "B"
(Access Easement)

Sketch:





1211 449 MISC



06513 97 449-451

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

JUN 3 10 02 AM '96

RECEIVED

Rerecorded to correct legal description on Exhibit A

FEE 15.50 R 23-16-15 01-6000
DEL C/O COMP
LEGAL PG SCAN dc FV

Refile

1189 706 MISC

Refile

11408 96 706-708

Site Name: Specialty Tool

Site I.D.: 045-C

LICENSE AGREEMENT

Sprint Spectrum L.P., a Delaware limited partnership ("Grantor"), for and in consideration of and as a condition of the granting of a special use permit by the city of Omaha, Nebraska ("Grantee"), grants a nonexclusive license to Grantee, to allow the Grantee access to and use of the Grantor's monopole located upon the property described on Exhibit "A" attached hereto (the "Property"), for Grantee's emergency broadcast system, provided that the monopole has the structural integrity to accommodate Grantee's telecommunications equipment, such equipment will not cause any signal interference with the existing equipment on the monopole, and Grantee's plans are approved by Grantor in advance.

The License granted herein to the Grantee shall last only so long as (i) Grantor has the right to operate the communications facility mounted upon the monopole pursuant a lease with the Owner or Lessor of the Property; (ii) Grantor operates the communication facility on the monopole; (iii) Grantor has access and utility easements to the Property; (iv) the operation of the communications facility upon the monopole is in compliance with applicable federal, state and local laws, regulations and ordinances; and (v) the special use permit granted by Grantee to Grantor to erect and maintain the monopole on the Property and the communications facility thereon shall be in effect. The License shall terminate if, as and when, any of the foregoing conditions occur, including without limitation, Grantee or its successors or assigns shall cease to use the Property as a communications facility or the special use permit expires or is withdrawn, or if there is signal interference which is not cured within five days of notice thereof.

This instrument contains the entire agreement of the parties and the Grantor, and may not be amended except in writing, signed by both parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 18th day of September, 1996.

SPRINT SPECTRUM L.P., a Delaware limited partnership,
Grantor

By: _____

Paul M. Jablonski
Paul M. Jablonski

Its: Omaha MTA Director

THE CITY OF OMAHA, NEBRASKA, a municipal corporation

By: _____

Hal Daub

Title: Hal Daub, Mayor

Return: Sprint PCS (Property Dept)
5078 S. 111th St
Omaha, NE 68137

11408 #
FEE 15.50 R 29-16-15 01-6000
DEL PN C/O COMP
LEGAL PG SCAN FV

GEORGE J. RUELEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

OCT 3 9 30 AM '96

RECEIVED

Omaha Specialty Tool 045-C.dj.09/18/96.11:51 AM
License

PLEASE RETURN RECORDED DOCUMENT TO:
Sprint Spectrum (Property Department)
5078 South 111th Street
Omaha, NE 68137-2338
(402)597-5660

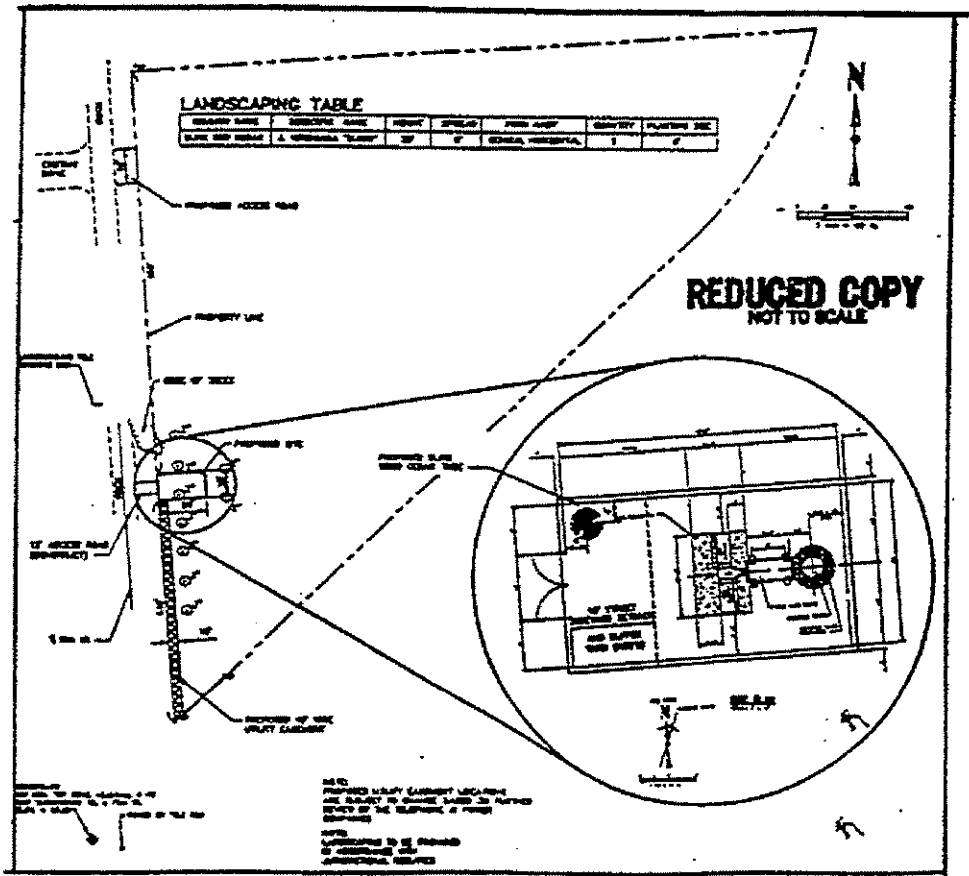
Site Name: Specialty Tool

Site I.D.: 045-C

Exhibit "A"
(Monopole Location)

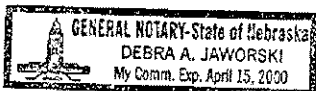
Site situated in the City of Omaha, County of Douglas, State of Nebraska, commonly described as follows:
A parcel of land, situate in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 23, Township 16 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, bounded and described as follows:

Commencing at the northwest corner of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4),
thence easterly, along the northerly line of said Northeast Quarter of the Southeast Quarter (NE 1/4 SE1/4), 33.00 feet to a point on the easterly right-of-way line of 75th Street;
thence along said easterly right-of-way line, South 4 degrees 24 minutes 39 seconds East, 449.92 feet to the TRUE POINT OF BEGINNING;
thence North 85 degrees 35 minutes 21 seconds East, 50.00 feet;
thence South 4 degrees 24 minutes 39 seconds East, 30.00 feet;
thence South 85 degrees 35 minutes 21 seconds West, 50.00 feet to a point on said easterly right-of-way line;
thence along said easterly line, North 4 degrees 24 minutes 39 seconds West, 30.00 feet to the TRUE POINT OF BEGINNING.
Said parcel contains an area of 2000 square feet (0.034 acres), more or less.



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 18th day of September, 1996 by Paul M. Jablonski, Omaha MTA Director of Sprint Spectrum L.P., a Delaware Limited Partnership, on behalf of such limited partnership, as Grantor.

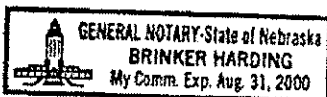


Debra A. Jaworski
Notary Public

My Commission Expires:
4-15-2000

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 25 day of September, 1996 by Hal Daub the City of Omaha, Nebraska, a municipal corporation, on behalf of the City of Omaha, as Grantor.



Brinker Harding
Notary Public

My Commission Expires:
Aug. 31, 2000



RECEIVED

JUN 3 10 01 AM '97

10516 H-231012
FEE 30.50 RICHARD H. TAKECHI
DEL. C/O DOUGLAS COUNTY, NE
LEGAL PG SCANDL EV

Re-recorded to correct legal description on Exhibits A & B

RECEIVED

SEP 24 1 56 PM '96

GEORGE J. SHY
REGISTERED
DOUGLAS

Refile

Refile

1189 021 MISC

10946 96 021-026

Site Name: Specialty Tools

Site I.D.: 045-C

GRANT OF ACCESS EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That Quad S. Company, a Nebraska General Partnership Company (hereinafter the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer and convey unto Sprint Spectrum L.P., a Delaware limited partnership, (hereinafter the "Grantee") permanent access easement over the property described on Exhibit "B" attached hereto for the purpose of ingress and egress, seven (7) days a week, twenty-four (24) hours a day, by foot or motor vehicle, to and from the property described on Exhibit "A" attached hereto.

Grantor hereby covenants with said Grantee that: (i) Grantor and its successors and assigns will not take any actions which would interfere with the Easement herein granted; (ii) Grantor has good and lawful authority to grant, transfer and convey the Easement herein granted; (iii) Grantor is the owner of the property described on Exhibit "B" attached hereto in fee simple; and (iv) if Grantor decides to sell all or any part of the property described on Exhibit "B" attached hereto to a purchaser other than Grantee, such sale shall be under and subject to the Easement herein granted and the rights of the Grantee hereunder.

The Easement herein granted and conveyed to the Grantee and the covenants herein contained, shall be Easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective agents, contractors, successors and assigns, but shall terminate if, as and when, Grantee or its successors or assigns shall cease to use the property described on Exhibit "A" attached hereto as a Communications Facility location.

This instrument contains the entire agreement of the parties and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or reservations of the Grantee, its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 24th day of September, 1996.

LOUIS F. STAVA
Grantor

By: Louis F. Stava

Title: GENERAL PARTNER

Omaha.Access Easement.Specialty Tools.cd.08/14/96.4:07 PM

Refile

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8003
23-16-12
01-60000
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RL

PLEASE RETURN RECORDED DOCUMENT TO:
Sprint Spectrum (Property Department)
5078 South 111th Street
Omaha, NE 68137-2338
(402)597-5660

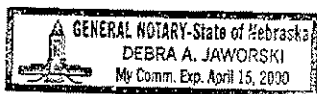
STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 1996

by LOUIS F. STAVA, by _____, as GENERAL PARTNER
NEBRASKA GENERAL
of QUAD S. COMPANY, a PARTNERSHIP corporation, on behalf of the corporation, by
_____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)



My commission expires:

Debra A. Jaworski
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF NEBRASKA

DEBRA A. JAWORSKI
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Acknowledgment: For use in the case of corporations (Omaha)

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "A"
(Communications Facility Location)

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 449.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 30.00 FEET;

THENCE SOUTH 85 DEGREES 35 MINUTES 21 SECONDS WEST, 50.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 2000 SQUARE FEET (0.034 ACRES), MORE OR LESS.

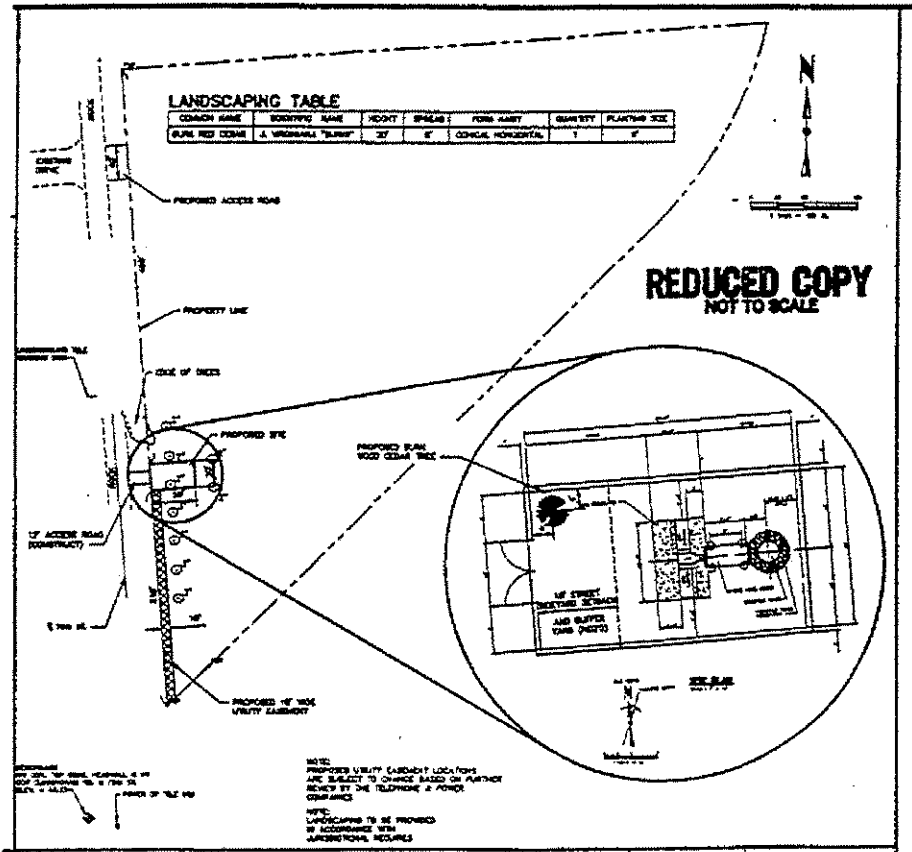
1 OF 2

Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "A"
(Communications Facility Location)

Sketch:



Site Name: Specialty Tools

Site I.D.: 045-C

EXHIBIT "B"
(ACCESS EASEMENT)

A STRIP OF LAND, 10.00 FEET IN WIDTH SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4);

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4), 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 479.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 85 DEGREES 35 MINUTES 21 SECONDS EAST, 10.00 FEET;

THENCE PARALLEL WITH SAID EASTERLY LINE, SOUTH 4 DEGREES 24 MINUTES 39 SECONDS EAST, 237.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CUNNINGHAM ROAD;

THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE AND ALONG A 2181.83 FEET RADIUS CURVE TO THE RIGHT, A DISTANCE OF 13.00 FEET, MORE OR LESS TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 75TH STREET;

THENCE ALONG SAID EASTERLY LINE, NORTH 4 DEGREES 24 MINUTES 39 SECONDS WEST, 245.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID STRIP CONTAINS AN AREA OF 2400 SQUARE FEET, (0.055 ACRES) MORE OR LESS.

1 OF 2

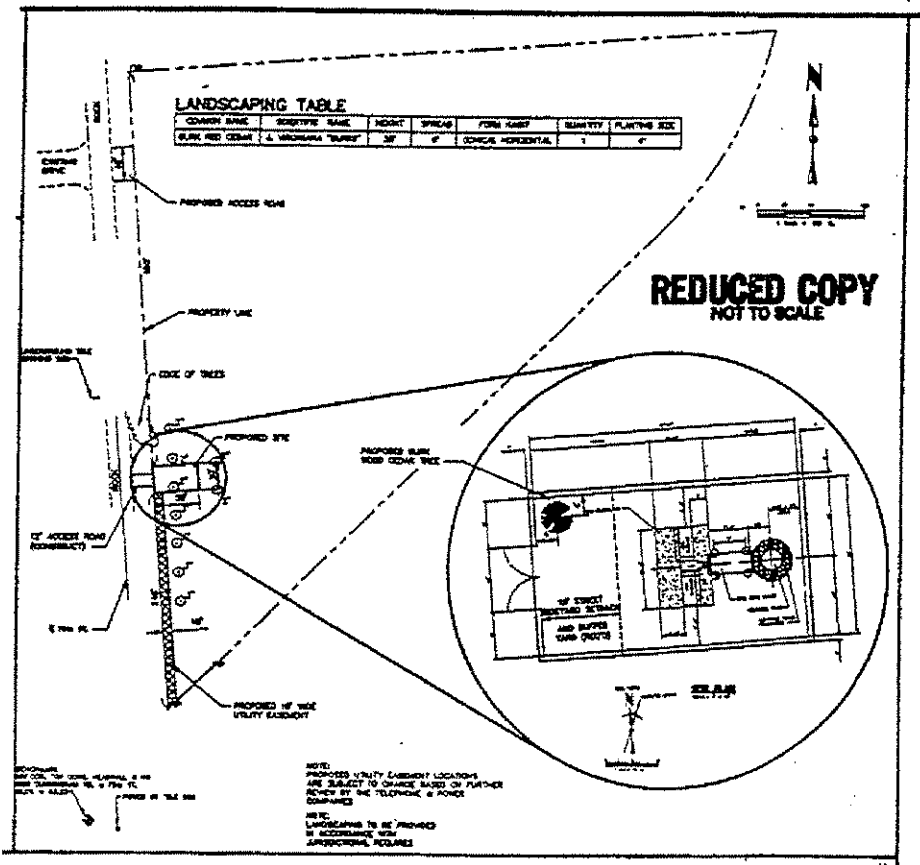
Omaha.Access Easement.Specialty Tools.cd.05/22/97.3:19 PM

Site Name: Specialty Tools

ite I.D.: 045-C

EXHIBIT "B"
(Access Easement)

Sketch:





2119 658 DEED



05390 99 658-660

Nebr Doc
Stamp Tax

53-99

Date

\$ 8.75

By Sam

RECEIVED

MAY 3 2 54 PM '99

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

A-05390 ~~ST~~ VP
FEE 15.50 FB 01-60000
BKP 23-16-12 C/O Y COMP EB
DEL SCAN 1dc FY

VP

Warranty

I-680-9 (165)

APP. R-645

Tract 12

EASEMENT

BOOK 465 PAGE 83

THIS INDENTURE, Made this 30th day of April, 1968, between W. Irving Hansen and Gladys R. Hansen, Husband and Wife

hereinafter called the Grantors, whether one or more, and The State of Nebraska, hereinafter called the Grantee:

WITNESSETH, That the Grantors, in consideration of the sum of Twenty-Five and no/100 - - - (\$25.00) - - - - - DOLLARS in hand paid, the receipt of which is hereby acknowledged, and the further consideration that the premises herein conveyed shall be used for the control of outside advertising signs, displays, and other advertising devices adjacent to the National System of Interstate and Defense Highways, do hereby grant, convey, and confirm unto the Grantee a permanent easement in and to a tract of land situated in Douglas County, Nebraska, described as follows:

All that part of the East Half of the Northeast Quarter of Section 23, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying within 660 feet of the Interstate Highway Right of Way Controlled Access Line as measured at right angles to the centerline of said Interstate Highway and being in accordance with the rules and regulations relating to the Control of Advertising in areas adjacent to the National System of Interstate and Defense Highways in Nebraska, which were adopted pursuant to Section 39-1320.03 R. S. Supp., 1961 and in accordance with Section 8L-907 R. R. S., 1961, approved and filed on June 15, 1961.

The Grantors, for themselves, their heirs, successors and assigns, do hereby covenant with the Grantee and its assigns, that the Grantors are lawfully seized of said premises and that the Grantors have good right and lawful authority to convey said permanent easement; and that the Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands this 30th day of April, 1968.

Grantors

W. Irving Hansen
Gladys R. Hansen

STATE OF Nebraska ss.
Douglas COUNTY)

On this 30th day of April, A.D., 1968,
 before me, the undersigned Willard K. Beahm
 a Notary Public, duly commissioned and qualified for and residing in said
 County, personally came W. Irving Hansen and Gladys R. Hansen, Husband and Wife.

known to be the identical persons whose name are affixed to the fore-
 going instrument as Grantors and acknowledged the same to be Their vol-
 untary act and deed.

WITNESS my hand and Notarial Seal the day and year above
 written.

Willard K. Beahm
 Notary Public

My commission expires the 24th day of January, 1969.

RECEIVED
 1968 JUN 24 AM 9 58
 THOMAS J. O'CONNOR
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
 Douglas County }
 Entered in Numerical Index and
 for record in the office of the Register of
 Deeds of said County and recorded in
 Book 465 of Misc
 Page 83

Willard K. Beahm
 Notary Public

MAILED
 Dupes Books
 State Auditor
 23-16-17
 G.P.N.P.C.
 300

Project No. 1680-9 (165)
 AFE Q645

Easement
 for
 Control of Advertising

From
W. Irving Hansen
Gladys R. Hansen

To
 THE STATE OF NEBRASKA

STATE OF NEBRASKA } ss.
Douglas County }

Entered in numerical index and
 filed for record in the office of the
 Register of Deeds of said County, the
 day of April, 1968
 at 10 o'clock and minutes
 of AM, and duly recorded in Book
 of 465 Page 83

County Clerk
 Deputy

33211

Warranty

I-680-9 (165) ATT: R-615
EASEMENT

Tract

BOOK 465 PAGE 97

THIS INDENTURE, Made this 16 day of April, 1968, between

Marie Mestecky Kruml and Frank Kruml, Wife and Husband
hereinafter called the Grantors, whether one or more, and The State of Nebraska, hereinafter called the Grantee:

WITNESSETH, That the Grantors, in consideration of the sum of Twenty Five and 00/100 (\$25.00) DOLLARS in hand paid, the receipt of which is hereby acknowledged, and the further consideration that the premises herein conveyed shall be used for the control of outside advertising signs, displays, and other advertising devices adjacent to the National System of Interstate and Defense Highways, do hereby grant, convey, and confirm unto the Grantee a permanent easement in and to a tract of land situated in Douglas County, Nebraska, described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 16 North, Range 12 East of the 4th P.M., Douglas County, Nebraska, lying within 660 feet of the Interstate Highway Right of Way Controlled Access Lines as measured at right angles to the Centerline of said Interstate Highway and being in accordance with the Rules and Regulations Relating to the Control of Advertising in Areas Adjacent to the National System of Interstate and Defense Highways in Nebraska, which were adopted pursuant to Section 29-1320.03 R. S. Supp., 1961, and in accordance with Section 81-907 R. S., 1963, approved and filed on June 15, 1961.

The Grantors, for themselves, their heirs, successors and assigns, do hereby covenant with the Grantee and its assigns; that the Grantors are lawfully seized of said premises, and that the Grantors have good right and lawful authority to convey said permanent easement; and that the Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands this 16 day of April, 1968.

Grantors

x Marie Kruml
x Frank Kruml

BOOK 465 PAGE 98
STATE OF Nebraska
Douglas COUNTY) ss.

On this 16 day of April, A.D., 1968,
before me, the undersigned B. E. Fuchs,
a Notary Public, duly commissioned and qualified for and residing in said
County, personally came Marie Mestecky Kruml and Frank Kruml,
known to be the identical persons whose names are affixed to the fore-
going instrument as Grantors and acknowledged the same to be their vol-
untary act and deed.

WITNESS my hand and Notarial Seal the day and year last above
written.

B. E. Fuchs
Notary Public

My commission expires the 25 day of September, 1970.

RECEIVED
98 JUN 24 AM 9 59
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
Douglas County }
Entered in Numerical Index and filed
in the office of the Register of
Deeds of said County and recorded in
Book 465 of MISC
Page 97

John J. [Signature]
Register of Deeds

Deputy
Deputy [Signature]
G.P.N. P.O.
Continued 23-16-17 sec 300

Project No. I-680-9(165)
A/E 8-645

Easement
for
Control of Advertising
From

Marie Mestecky Kruml
Frank Kruml

To
THE STATE OF NEBRASKA } ss.
STATE OF NEBRASKA }
Douglas County }

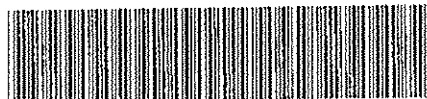
Entered in numerical index and
filed for record in the office of the
Register of Deeds of said County, the
day of April, 1968
at Omaha, Nebraska
and duly recorded in Book
Page

County Clerk
Deputy

33217



5754 120 MTG



18221 99 120-126

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD N. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUL -1 AM 11:11

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State of Nebraska

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REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

☒ Construction Security Agreement

1. **DATE AND PARTIES.** The date of this Deed of Trust is JUNE 24, 1999 and the parties and their addresses are as follows:

TRUSTOR: LAKE CUNNINGHAM RIDGE L.L.C.
A NEBRASKA LIMITED LIABILITY CO
12002 PACIFIC STREET
OMAHA, NE 68154
TAXPAYER I.D. #: 47-0819153

FEE 55.50 FB 01-60000
BKP 23-16-12 C/O VP COM VP
DEL SCAN FV VP

☐ Refer to the Addendum which is attached and incorporated herein for additional Trustors.

TRUSTEE: CITY BANK & TRUST CO
A NEBRASKA BANKING CORPORATION
1135 MAIN
CRETE, NE 68333
TAXPAYER I.D. #: 47-0126890

BENEFICIARY: CITY BANK & TRUST CO.
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
1135 MAIN PO BOX 288
CRETE, NE 68333
TAXPAYER I.D. #: 47-0126890

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property: REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

The property is located in DOUGLAS at 7818 LAKE CUNNINGHAM
(County) (City) Nebraska 68154
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, 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"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 1,000,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
- NOTE 51134

PM
Kit

DFW

- 2
- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
 - C. All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
 - D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
 - E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
- 6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Trustor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.
- 10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Trustor is an entity other than a natural person (such as a corporation or other organization), Beneficiary may demand immediate payment if (1) a beneficial interest in Trustor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation. However, Beneficiary may not demand payment in the above situations if it is prohibited by law as of the date of this Deed of Trust.
- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Trustor is an entity other than a natural person (such as a corporation or other organization), Trustor makes to Beneficiary the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
 - A. Trustor is an entity which is duly organized and validly existing in the Trustor's state of incorporation (or organization). Trustor is in good standing in all states in which Trustor transacts business. Trustor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Trustor operates.
 - B. The execution, delivery and performance of this Deed of Trust by Trustor and the obligation evidenced by the Evidence of Debt are within the power of Trustor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than disclosed in writing Trustor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Beneficiary's prior written consent, Trustor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor will give Beneficiary prompt notice of any loss or damage to the Property. Trustor will keep the Property free of noxious weeds and grasses. Trustor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Beneficiary's prior written consent. Trustor will notify Beneficiary of all demands, proceedings, claims, and actions against Trustor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Trustor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Trustor also agrees that the nature of the occupancy and use will not change without Beneficiary's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Beneficiary's prior written consent except that Trustor has the right to remove items of personal property comprising a part of the Property that become worn

or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Deed of Trust. Trustor shall not partition or subdivide the Property without Beneficiary's prior written consent. Beneficiary or Beneficiary's agents may, at Beneficiary's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Beneficiary's benefit and Trustor will in no way rely on Beneficiary's inspection.

- 13. AUTHORITY TO PERFORM.** If Trustor fails to perform any of Trustor's duties under this Deed of Trust, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Deed of Trust, Beneficiary may, without notice, perform the duties or cause them to be performed. Trustor appoints Beneficiary as attorney in fact to sign Trustor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Beneficiary may do whatever is necessary to protect Beneficiary's security interest in the Property. This may include completing the construction.

Beneficiary's right to perform for Trustor shall not create an obligation to perform, and Beneficiary's failure to perform will not preclude Beneficiary from exercising any of Beneficiary's other rights under the law or this Deed of Trust. Any amounts paid by Beneficiary for insuring, preserving or otherwise protecting the Property and Beneficiary's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

- 14. ASSIGNMENT OF LEASES AND RENTS.** Trustor irrevocably grants, conveys and sells as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, revenues, royalties, proceeds, bonuses, and all rights and claims which Trustor may have that in any way pertains to or is on account of the use or occupancy of the whole or any part of the Property.

Trustor will promptly provide Beneficiary with true and correct copies of all existing and future Leases. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default. Trustor will not collect in advance any Rents due in future lease periods, unless Trustor first obtains Beneficiary's written consent. Upon default, Trustor will receive any Rents in trust for Beneficiary and Trustor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Beneficiary's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Beneficiary's attorneys' fees, paralegal fees and court costs.

Trustor acknowledges that this assignment is perfected upon the recording of this Deed of Trust and that Beneficiary is entitled to notify any of Trustor's tenants to make payment of rents due or to become due to Beneficiary. However, Beneficiary agrees that only on default will Beneficiary notify Trustor and Trustor's tenants and make demand that all future Rents be paid directly to Beneficiary. On receiving the notice of default, Trustor will endorse and deliver to Beneficiary any payments of Rent in Trustor's possession.

Trustor covenants that no default exists under the Leases or any applicable landlord law. Trustor also covenants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Trustor will promptly notify Beneficiary of any noncompliance. If Trustor neglects or refuses to enforce compliance with the terms of the Leases, then Beneficiary may, at Beneficiary's option, enforce compliance. Trustor will obtain Beneficiary's written authorization before Trustor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Trustor will hold Beneficiary harmless and indemnify Beneficiary for any and all liability, loss or damage that Beneficiary may incur as a consequence of the assignment under this section.

- 15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

- 16. DEFAULT.** Trustor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Deed of Trust, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Beneficiary that is false or incorrect in any material respect by Trustor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, appointment of a receiver for, or application of any debtor relief law to, Trustor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Beneficiary at any time that Beneficiary is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the Property is impaired;
- F. A material adverse change in Trustor's business including ownership, management, and financial conditions, which Beneficiary in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

- 17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Beneficiary to provide Trustor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Beneficiary may accelerate the Secured Debt and foreclose this Deed of Trust in a manner provided by law if this Trustor is in default.

At the option of Beneficiary, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Deed of Trust and any related documents including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Beneficiary, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Beneficiary all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Beneficiary may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Beneficiary is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require full and complete cure of any existing default. By not exercising any remedy on Trustor's default, Beneficiary does not waive Beneficiary's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Trustor agrees to pay all of Beneficiary's expenses if Trustor breaches any covenant in this Deed of Trust. Trustor will also pay on demand all of Beneficiary's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Beneficiary in respect to the Property. Trustor agrees to pay all costs and expenses incurred by Beneficiary in enforcing or protecting Beneficiary's rights and remedies under this Deed of Trust, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Beneficiary agrees to release this Deed of Trust and Trustor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Trustor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Trustor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Trustor will immediately notify Beneficiary if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Trustor will take all necessary remedial action in accordance with Environmental Law.
- D. Trustor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Trustor or any tenant of any Environmental Law. Trustor will immediately notify Beneficiary in writing as soon as Trustor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Beneficiary has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Trustor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Beneficiary first consents in writing.
- G. Trustor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Trustor will permit, or cause any tenant to permit, Beneficiary or Beneficiary's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Trustor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Beneficiary's request and at any time, Trustor agrees, at Trustor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Beneficiary. The choice of the environmental engineer who will perform such audit is subject to Beneficiary's approval.
- J. Beneficiary has the right, but not the obligation, to perform any of Trustor's obligations under this section at Trustor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Trustor will indemnify and hold Beneficiary and Beneficiary's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Beneficiary and Beneficiary's successors or assigns may sustain; and (2) at Beneficiary's discretion, Beneficiary may release this Deed of Trust and in return Trustor will provide Beneficiary with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Beneficiary's rights under this Deed of Trust.

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L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Beneficiary or any disposition by Beneficiary of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. **CONDEMNATION.** Trustor will give Beneficiary prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Trustor further agrees to notify Beneficiary of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Trustor authorizes Beneficiary to intervene in Trustor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Trustor assigns to Beneficiary the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior security agreement.

21. **INSURANCE.** Trustor agrees to maintain insurance as follows:

A. Trustor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property according to the terms of this Deed of Trust.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard "mortgage clause" and, where applicable, "beneficiary loss payee clause." Trustor shall immediately notify Beneficiary of cancellation or termination of the insurance. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall immediately give to Beneficiary all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made immediately by Trustor.

Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. 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.

B. Trustor agrees to maintain comprehensive general liability insurance naming Beneficiary as an additional insured in an amount acceptable to Beneficiary, insuring against claims arising from any accident or occurrence in or on the Property.

C. Trustor agrees to maintain rental loss or business interruption insurance, as required by Beneficiary, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Beneficiary.

22. **NO 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.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem necessary. Trustor warrants that all financial statements and information Trustor provides to Beneficiary are, or will be, accurate, correct, and complete. Trustor agrees to sign, deliver, and file as Beneficiary may reasonably request any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Trustor's obligations under this Deed of Trust and Beneficiary's lien status on the Property. If Trustor fails to do so, Beneficiary may sign, deliver, and file such documents or certificates in Trustor's name and Trustor hereby irrevocably appoints Beneficiary or Beneficiary's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Deed of Trust are joint and individual. If Trustor signs this Deed of Trust but does not sign the 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. Trustor agrees that Beneficiary and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or the Evidence of Debt without Trustor's consent. Such a change will not release Trustor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Trustor and Beneficiary.

If this Deed of Trust secures a guaranty between Beneficiary and Trustor and does not directly secure the obligation which is guarantied, 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 including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Deed of Trust 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 Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, 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 or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.

[Handwritten initials]
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26. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

27. **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 Deed of Trust, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Deed of Trust:

- ☒ **Construction Loan.** This Deed of Trust 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 Trustor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Trustor grants to Beneficiary a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ **Personal Property.** Trustor grants to Beneficiary a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Trustor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Trustor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement of purposes of Article 9 of the Uniform commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.

29. **OTHER TERMS.** If checked, the following are applicable to this Deed of Trust:

- ☒ **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 Deed of Trust will remain in effect until released.
- ☐ **Agricultural Property.** Trustor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Trustor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ **Additional Terms.**

DESIGNATION OF HOMESTEAD

Pursuant to the Farm Homestead Protection Act, designation of homestead ☐ is attached to this Deed of Trust and made a part hereof ☐ has been disclaimed; the disclaimer is attached to this Deed of Trust and made a part hereof.

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Trustor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.

☒ Actual authority was granted to the parties signing below by resolution signed and dated MARCH 1, 1999

Entity Name: LAKE CUNNINGHAM RIDGE L.L.C.
A NEBRASKA LIMITED LIABILITY CO

Entity Name:

BY: [Signature]
(Signature) KENNETH JANSEN, PRESIDENT (Date)

(Signature) DONALD HANSEN, MEMBER (Date)

BY: [Signature]
(Signature) DUANE MENKE, MEMBER (Date)

(Signature)

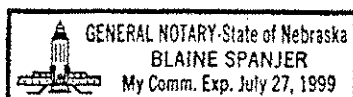
☐ Refer to the Addendum which is attached and incorporated herein for additional Trustors, signatures and acknowledgments.

ACKNOWLEDGMENT:

(Individual) STATE OF, COUNTY OF } ss.
This instrument was acknowledged before me this day of
by
My commission expires:
(Seal)

(Notary Public)

(Business or Entity Acknowledgment) STATE OF NEBRASKA, COUNTY OF SALINE } ss.
This instrument was acknowledged before me this 24TH day of JUNE, 1999
by KENNETH JANSEN AND DUANE MENKE, PRESIDENT AND MEMBER DONALD HANSEN, MEMBER
of LAKE CUNNINGHAM RIDGE L.L.C. (Title(s))
a A NEBRASKA LIMITED LIABILITY CO (Name of Business or Entity)
My commission expires:
(Seal)



X [Signature]
BLAINE SPANJER (Notary Public)