

INSTRUCTIONS: READ THIS ENTIRE DOCUMENT BEFORE SIGNING. If any statement is not accurate, insert a note directing attention to the reverse side and set forth an accurate statement on the reverse side, and NOTIFY THE TITLE COMPANY OF ANY ADDITIONS PRIOR TO CLOSING.

STATE OF NEBRASKA)
)
COUNTY OF _____)

FILE NO. M-45

In order to induce Commonwealth Land Title Insurance Company and Ganz Title & Escrow Company to issue its policy of title insurance on the property described; Unit B-2, LaVista at Lighthouse Point Condominiums, as located on part of Lot 1, Block 7, Lighthouse Point, an addition to the City of Kearney, Buffalo County, Nebraska, according to a Declaration recorded July 29, 2004 at Inst. 2004-7164, as amended at Inst. 2004-9824, together with the undivided interest in the common elements as described in said Declaration to be appurtenant to such unit; with an address 4100 Country Club Lane, B-2, Kearney, Nebraska, the undersigned, hereinafter referred to as affiant (whether one or more), being of lawful age first duly sworn upon oath, states TO THE BEST OF AFFIANT'S KNOWLEDGE that:

1. The property is located in a platted subdivision and that there is located thereon a single-family dwelling.
Yes _____ No _____ (mark one)
2. There are no unpaid bills for labor, services or materials for construction of improvements, alterations or repairs to the property during the last six months of which Affiant is aware, and Affiant has not received any notices of lien liability nor is Affiant aware of any such notices.
3. There is no pending work in the immediate vicinity of the property for matters such as: grading, repairing or paving of streets or sidewalks; installation or repair of sewer, water or electrical lines; installation of street lights; etc.
4. There are no marriage dissolutions, child or spousal support proceedings or judgments, probate, conservatorship or guardianship proceedings, tax liens, bankruptcies, pending lawsuits or unsatisfied judgments of record, in any court, State or Federal, against the affiant or which will attach to the above described property. Any such matters appearing against similar names are not against the affiant.

Dated this _____ day of _____, _____.

Buyer

Buyer

Subscribed to and sworn to before me this _____ day of _____, _____.

(Seal)

Notary Public



Commonwealth Land Title Insurance Company
2019 Walton Road, St. Louis, Missouri 63114
PHONE: 314 423-3390 \ FAX: 314 423-2661

NEBRASKA CLOSING PROTECTION LETTER

When a Commonwealth Land Title Insurance Company agent is specified in connection with closing of real estate transactions in which you are the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, and such interest is the subject of a title insurance policy issued by this Company, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing, when such closings are conducted by the agent and where such loss arises out of:


- A. Failure of the agent to comply with your written closing instruments to the extent that they relate to (1) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including obtaining of such documents as are necessary to establish such status of title or lien, or (2) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (3) the collection and payment of funds due you, or
- B. Fraud or dishonesty of the agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with the loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions:

- A. The Company will not be liable to you for loss arising out of:
 - 1. Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal, subordination, rewording of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name.
 - 3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of the Company for loss incurred by you in connection with closing of real estate transactions by the agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- D. Claims shall be made promptly to the Company at its principal office at 101 Gateway Centre Parkway, Gateway One, Richmond, VA 23235-5153. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
WILLIAM P. FOLEY
SENIOR VICE PRESIDENT

Inst. 2004 - 9824

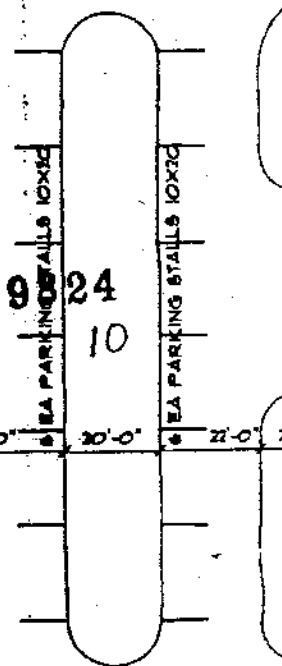
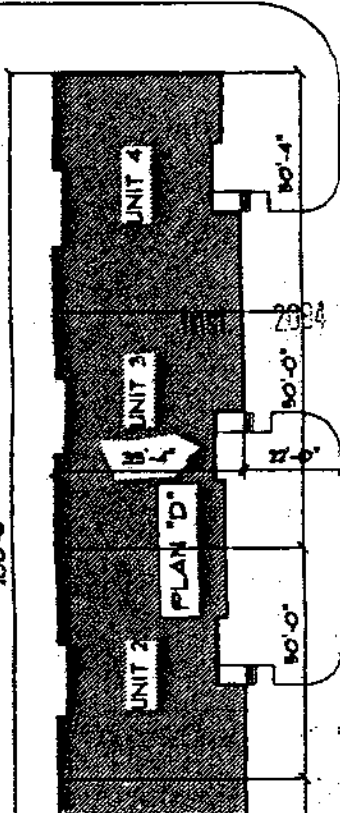
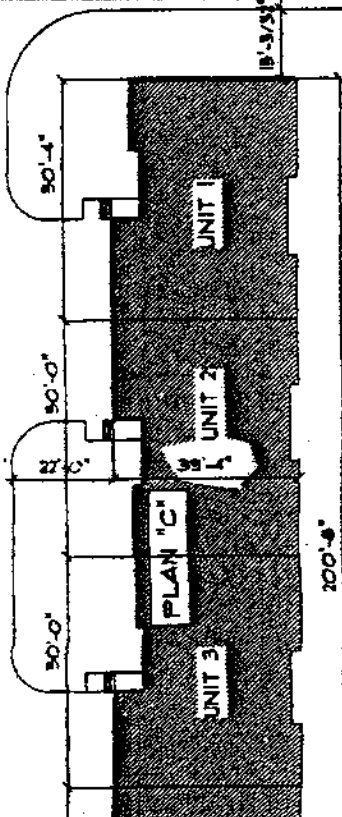
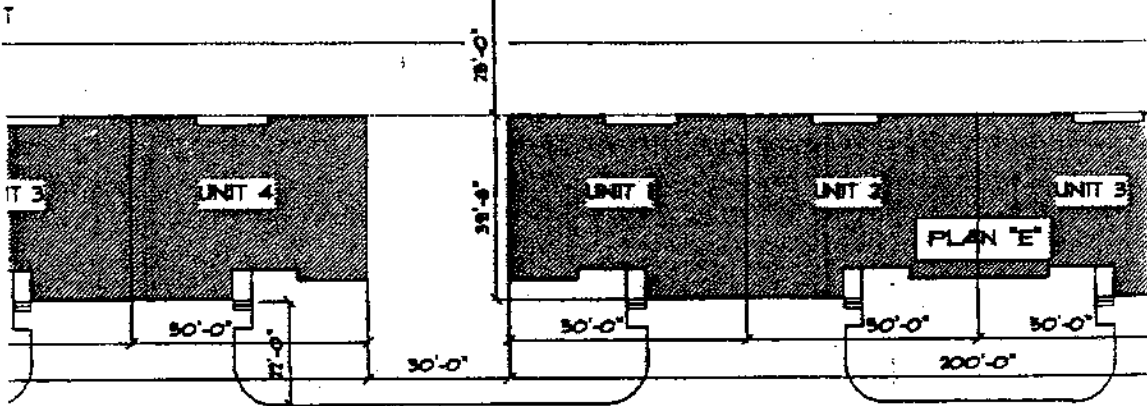
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Lighthouse Point Condominium

26 TH AVENUE

553.94' F / 554.1' A

N 00 DEG 15' 28" E



Inst. 2004 - 9824

iniums"

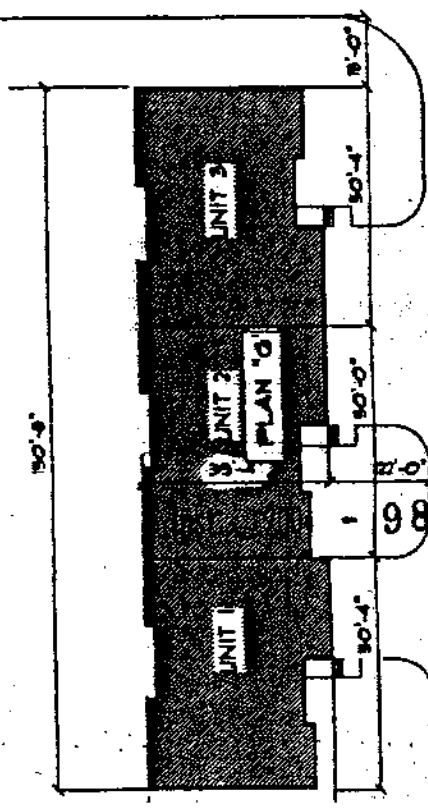
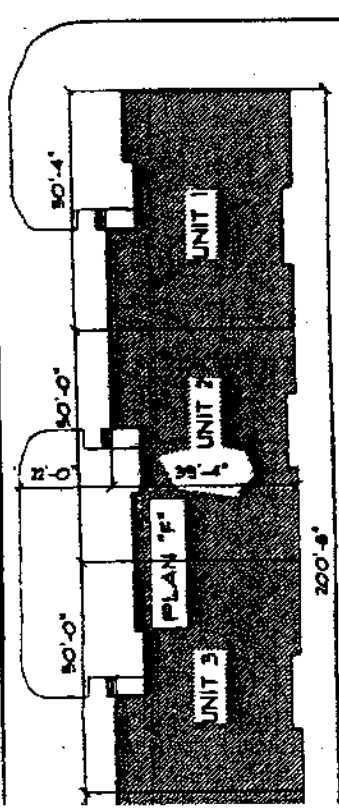
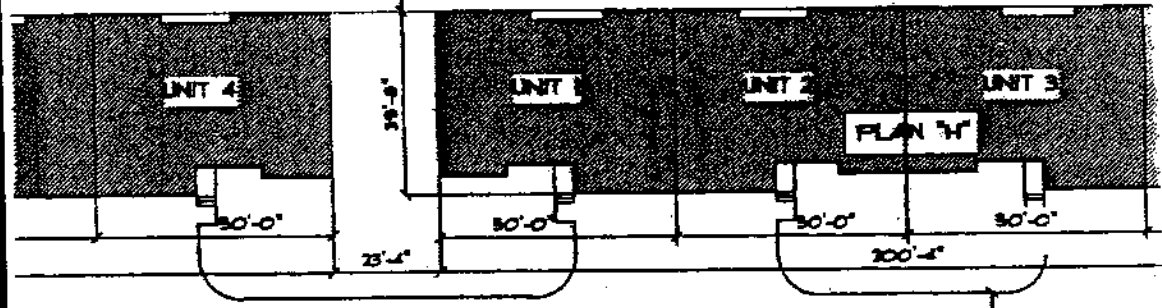
1/2" R. ROD

N 89 DEG 50'26" E
33.0' P.M.A.

PART OF LOT 1 E
BLOCK SEVEN

166.65' A N 00 DEG E

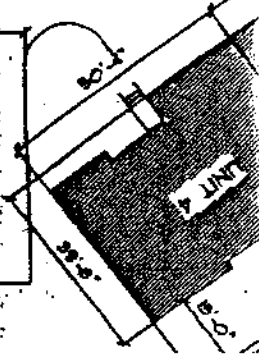
5/8" R. ROD

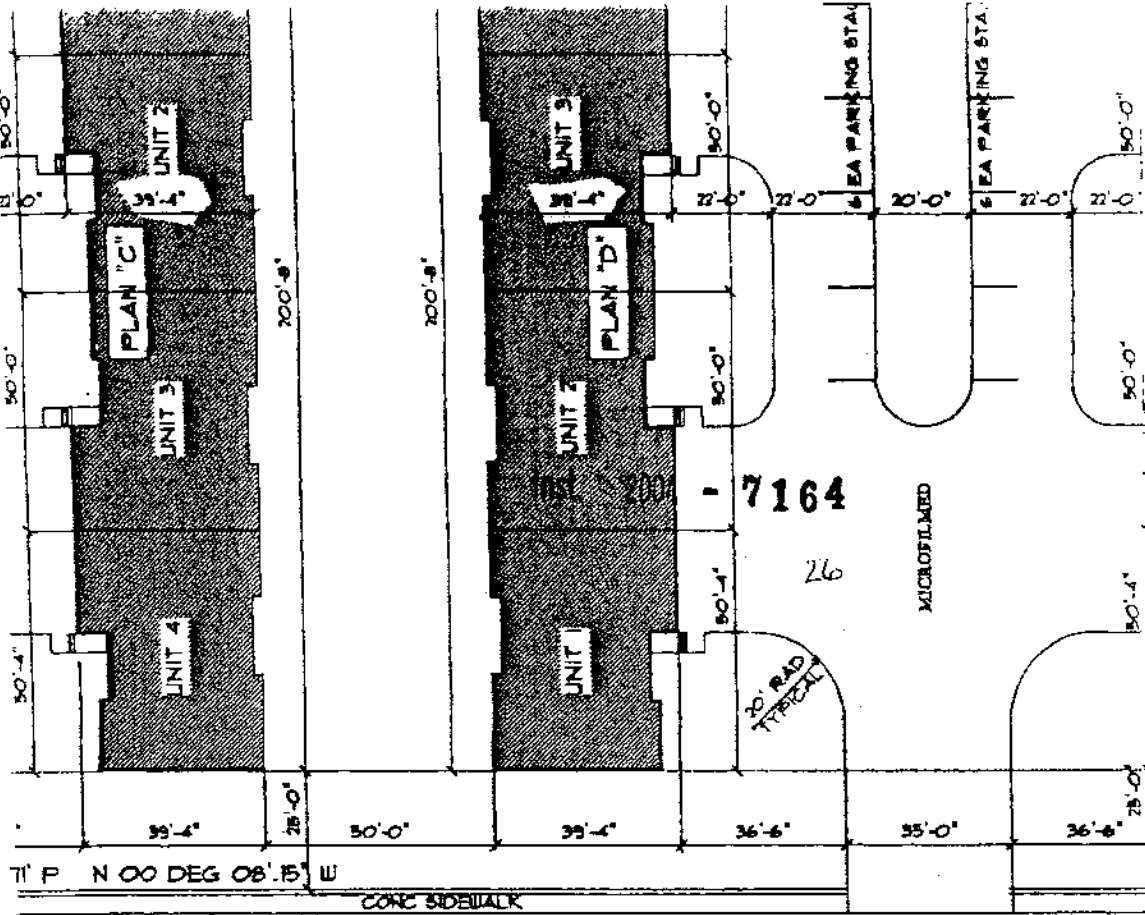


3 EA PARKING
STALLS 10X20

3 EA PARKING
22'-0" 22'-0"

9824





1051 - 2000 - 7164

26

20' RAD TYPICAL

MICROFILMED

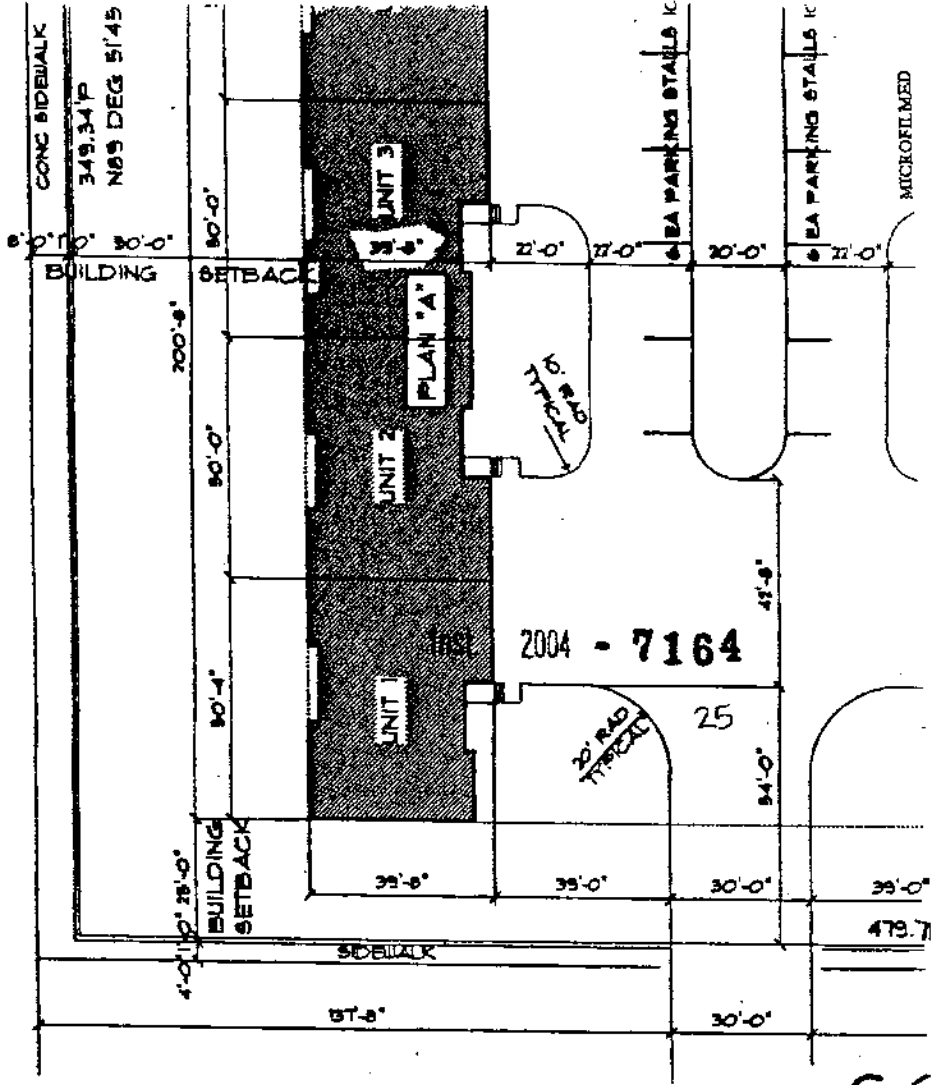
COUNTRY CLUB LANE

CUT OUT IN MEDIAN

PLOT PLAN:

1" = 30'

39 TH STR



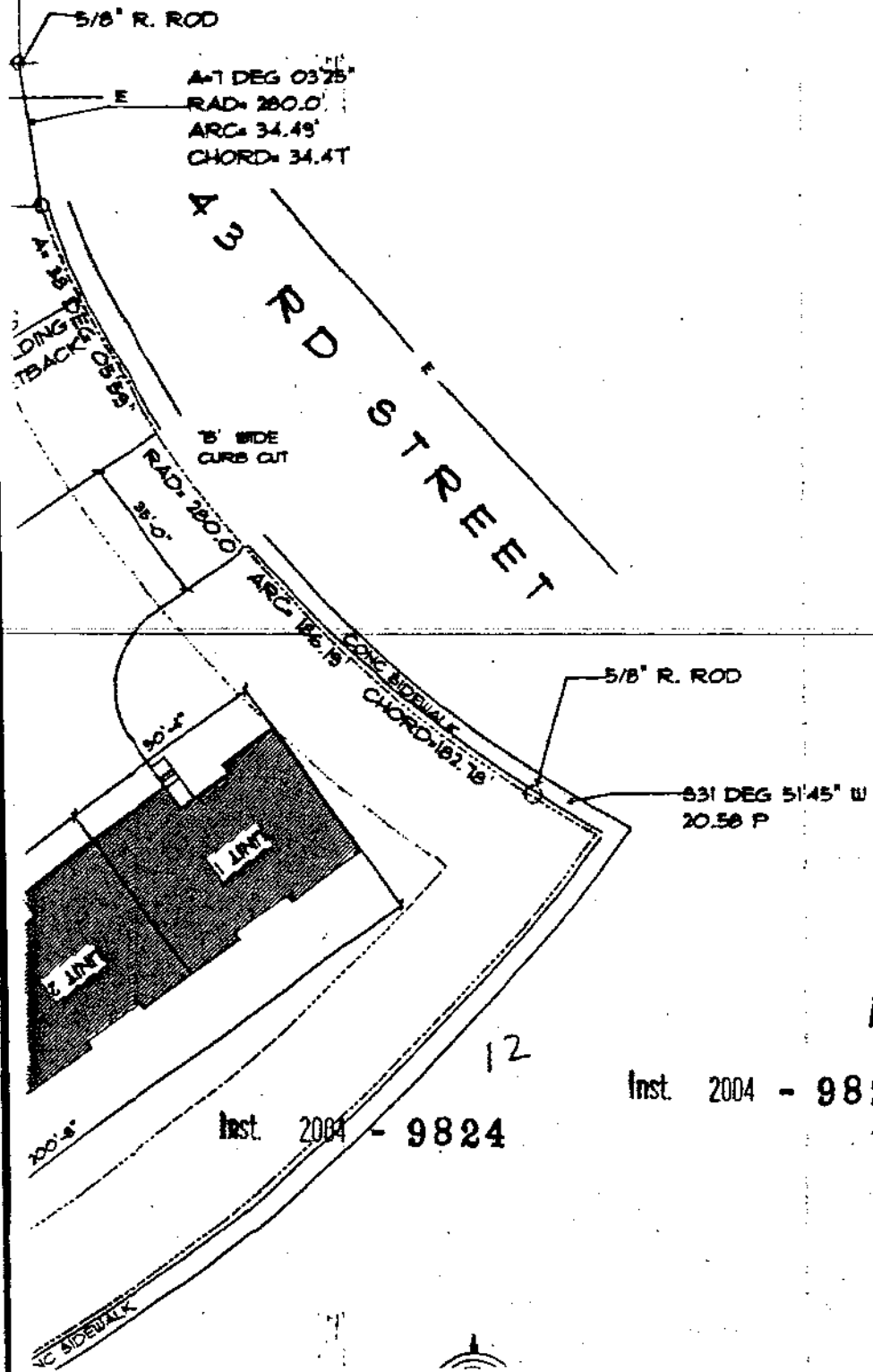
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Inst. 2004 - 9824

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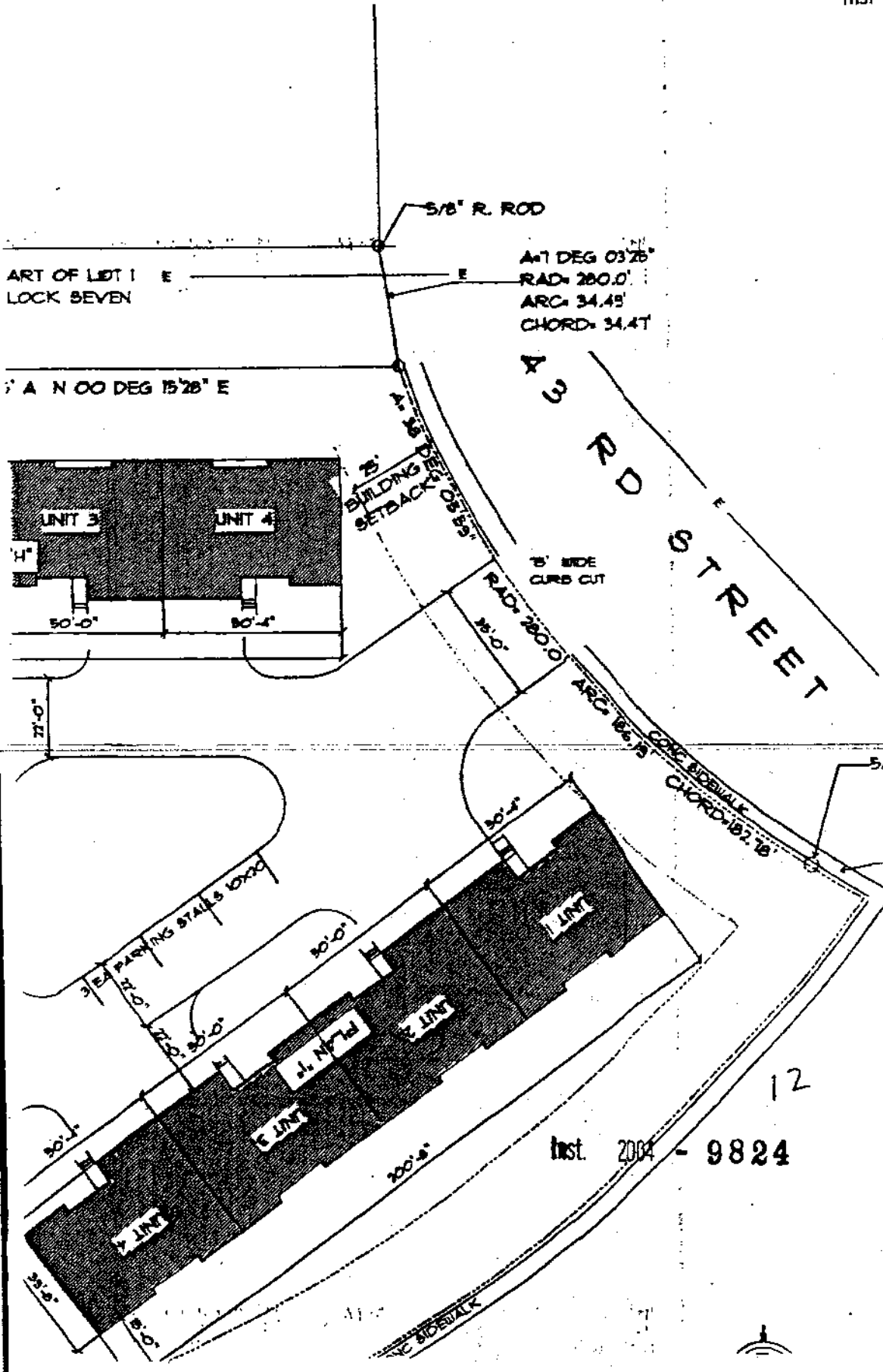
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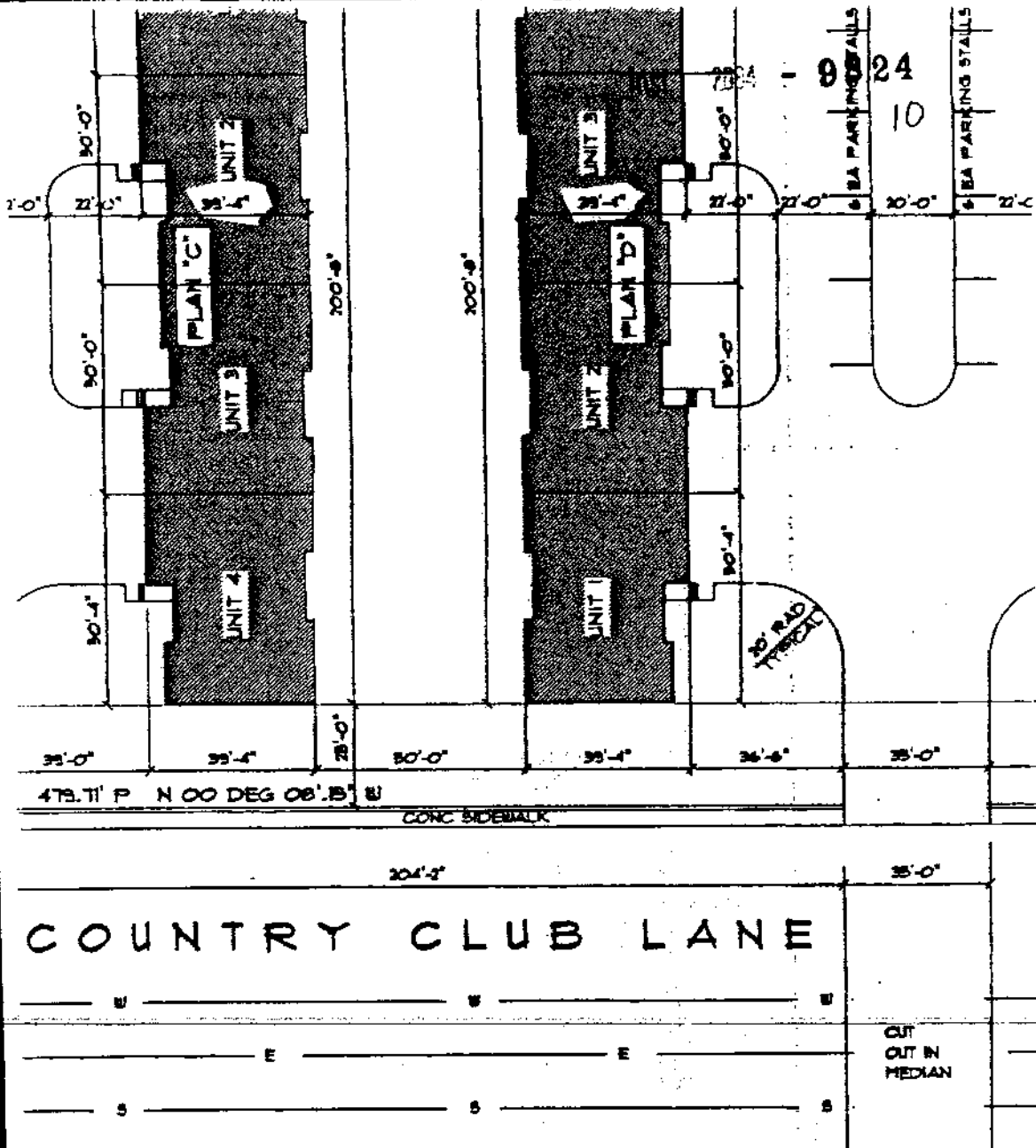
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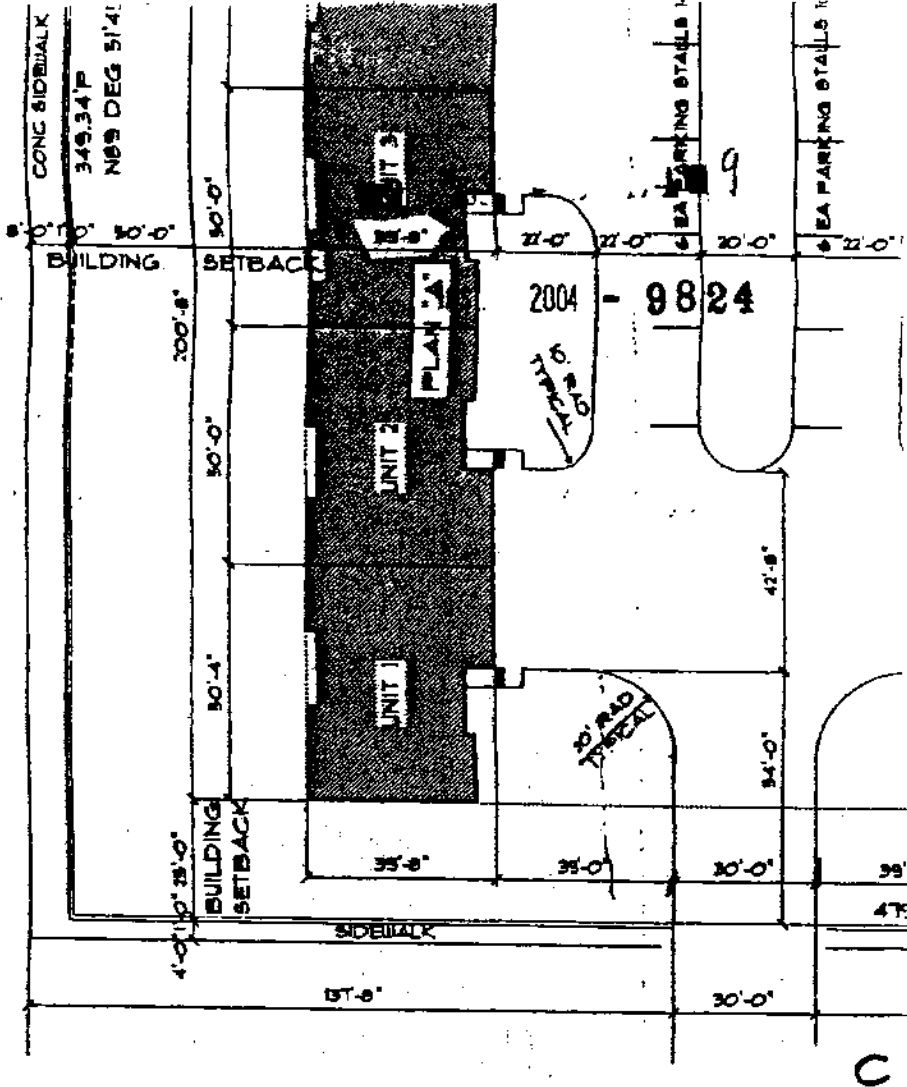




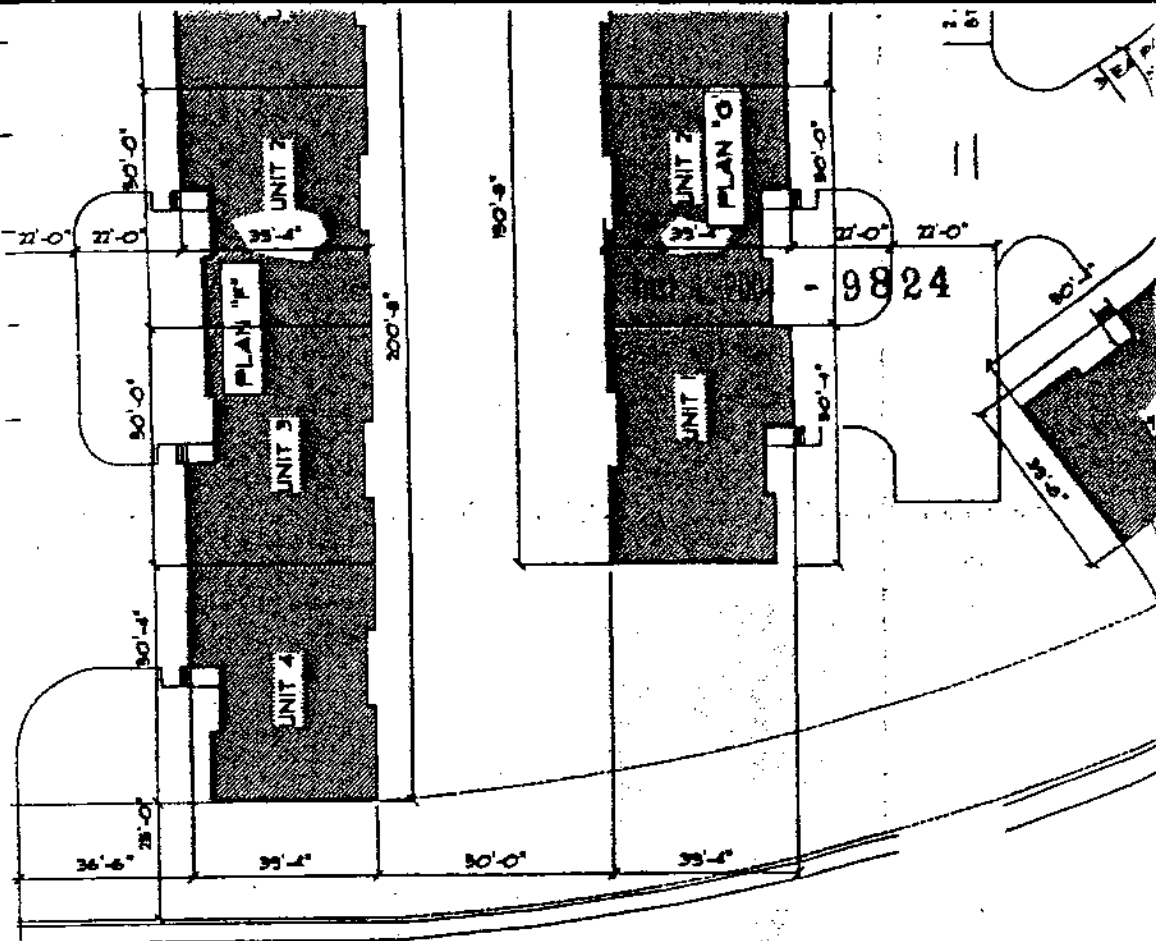
PLOT PLAN:

1" = 30'

39 TH STR

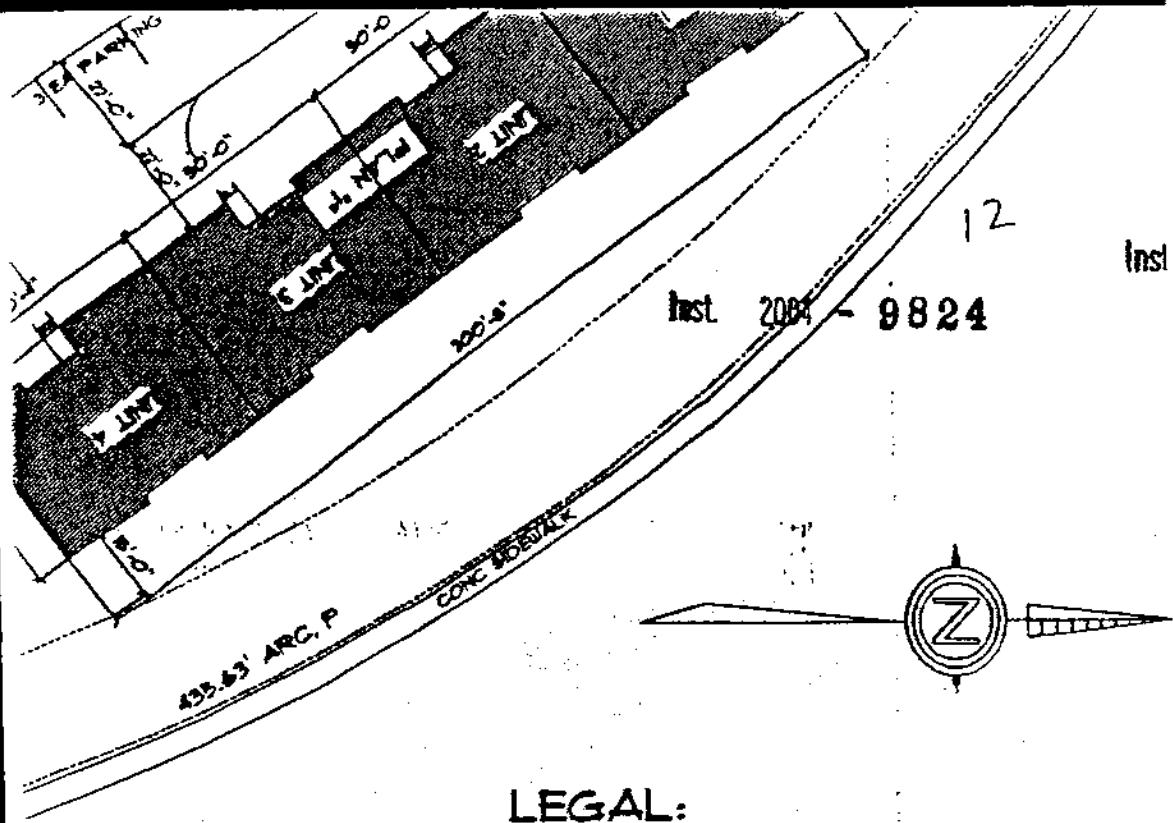


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NOTE:

FOR SPECIFIC LEGA



Inst. 2004 - 9824

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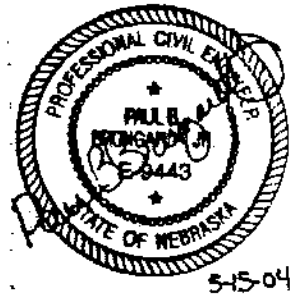
12



LEGAL:
 PART OF LOT 1
 BLOCK 7
 LIGHTHOUSE POINT
 CITY OF KEARNEY
 BUFFALO COUNTY, NE

page 1 of 1
 revised 5-11-05
 date _____
 Plans not valid witho

LEGAL DESCRIPTION SEE EXHIBIT "A"



5-15-04

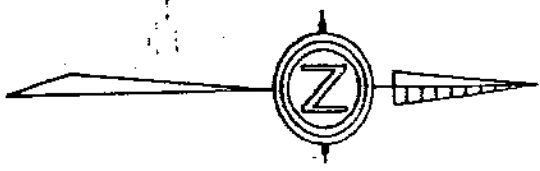
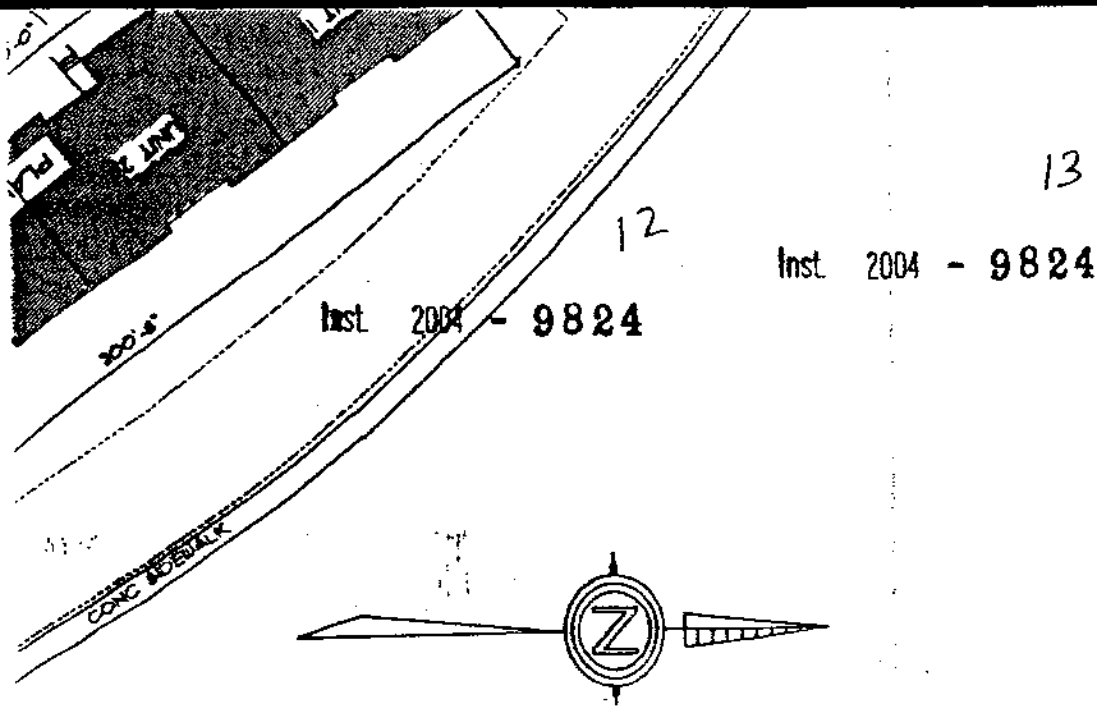
BUILDERS WAREHOUSE
 1-308-387-9656
 Lumber & Building Center

PLOT PLAN DESIGNED FOR:

FERNANDO SUGERA

BUILDERS WAREHOUSE IS NOT A PROFESSIONAL ENGINEER OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONSTRUCTION SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

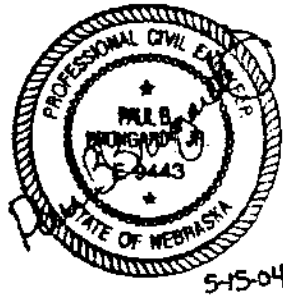
THIS SEAL AND APPROVAL IS VOID WITHOUT THIS PLAN.



LEGAL:
 RT OF LOT 1
 BLOCK 7
 LIGHTHOUSE POINT
 CITY OF KEARNEY
 BUFFALO COUNTY, NE

Building & Zoning
 page 1 of 5 pages
 revised 5-17-04
 date _____
 Plans not valid without this stamp

CON SEE EXHIBIT "A"



- 05-05-2004
- 03-26-2004
- 01-27-2004
- 10-02-2003
- 08-18-2003

ERS WAREHOUSE
 1-308-367-5656
 Lumber & Building Center

PLOT PLAN DESIGNED FOR:
FERNANDO SUGERA

CREATED BY JACQUE
PAGE 1
OF 1

I, PAUL B. ALLARD, ENGINEER OR ARCHITECTURAL AS SHOWN ACCORDING TO THE CONTRACTOR'S CONDITIONS ARE TO BE OBSERVED BY CONTRACTOR.

LIGHTHOUSE POINT SUBDIVISION AGREEMENT
(As Amended May 28, 2002)

3

WHEREAS, DT Development Inc, a Nebraska Corporation doing business in Buffalo County, Nebraska, as owner of a tract of land described as follows:

A tract of land located in the Southwest Quarter of Section 27, Township 9 North, Range 16 West, 6th P.M., Buffalo County, Nebraska, more particularly described as:

All of the Southwest Quarter of said section, except the South 554 Feet thereof, plus lot 2, High Plains Subdivision to the City of Kearney, Buffalo County Nebraska, said tract containing 145.79 acres, more or less;

desires to develop said tract into a subdivision to be known as "Lighthouse Point," an addition to the City of Kearney, Buffalo County, Nebraska, and

WHEREAS, pursuant to the City of Kearney Subdivision Ordinance, Subdivision Ordinance No. 5421 as contained in the Subdivision Regulation Handbook of the City of Kearney, Nebraska, a Subdivision Agreement must be reached between owners of any land located within the City of Kearney and within two miles thereof, and the City of Kearney, a City of the First Class, before such land may be subdivided, and

WHEREAS, the parties recognize that the final plat for Lighthouse Point may have some dimensional variances and/or lot numbering deviations from those set out below,

THEREFORE, the undersigned, DT Development, Inc., hereinafter referred to as "Owner," and the City of Kearney, hereinafter referred to as the "City," in consideration of the mutual covenants and agreements hereinafter contained, agree to the following:

OWNER AGREES AS FOLLOWS:

1. To comply with the terms and conditions of the City of Kearney Subdivision Ordinance, Subdivision Ordinance No. 5421 as contained in the Subdivision Regulation Handbook of the City of Kearney, Nebraska.
2. To pay for all design services for Lighthouse Point improvements as provided in this agreement, except for those specifically designated in this agreement as being the responsibility of the City.
3. To pay for all construction costs for items specifically cited herein as being the responsibility of the Owner.
4. To indemnify and hold harmless the City and its agents, officers, and employees for any and all claims, damages, losses or expenses, including reasonable attorney's fees, that arise out of or allegedly arise out of the negligence or omissions of the owner, its agents, and employees concerning the design or construction of the systems and facilities described in this agreement, only until such time as such systems or facilities are dedicated to and

accepted by the City. At the time of such dedication, the Owner shall transfer, assign, and set over any and all warranties flowing to the Owner from each and every builder or designer of such improvements, as there may be, to the City.

5. To construct a lake on Lot 33 of Block 3 of the Lighthouse Point preliminary plat as approved on May 21, 1993, such lot referred to as Lot 5 of Block 1 on the final Lighthouse Point plat, and on adjacent City property currently known as Ted Baldwin Park. The lake shall be constructed to the City's design, subject to the Owner's approval, in accordance with the Lighthouse Point preliminary plat as approved on May 21, 1993, and the final Lighthouse Point plat.
6. To create a Homeowners' Association to maintain the lake's shoreline along all private property in such a way as to minimize erosion and deterioration of the lake.
7. To construct a feeder canal from a location on the north side of 39th Street to the lake to channel storm water to the lake (traversing Lot 4 of Block 2 and Lot 32 of Block 3 of the Lighthouse preliminary plat as approved on May 21, 1993, such areas known as Lot 4 of Block 8 and Lot 19 of Block 1 respectively on the final Lighthouse Point plat). The construction of the feeder canal and all associated work shall proceed in accordance with the City's design, subject to the Owner's approval, and shall include sediment settling area(s) as determined necessary by qualified engineers.
8. To construct a well and associated piping and other related work for replenishing the lake's water level as needed, such water level to be maintained at a minimum pool level to be determined during the design of said lake, except as provided below. The construction of the well and associated piping and all associated work shall proceed in accordance with the City's design, subject to the Owner's approval.
9. To restore to its original condition all City property disturbed during construction of the lake or its associated work, unless otherwise agreed upon by the Owner and City.
10. The City shall convey to the Lighthouse Point Homeowners' Association Lot 4, Block 2, except that portion previously dedicated to the City for the hike/bike trail, as shown in Lighthouse Point preliminary plat as approved on May 21, 1993. Also, the City shall convey to the Lighthouse Point Homeowners' Association that portion of Lot 32, Block 3 that is south of a line agreed upon which shall be north of the well and pumping station.
11. To construct an eight foot wide hike/bike trail through the following areas: the area south of Lot 1 of Block 1, Lot 4 of Block 2 and the area across the west edge of Lighthouse Point along 30th Avenue of Lighthouse Point preliminary plat as approved on May 21, 1993 and also construct an eight foot wide hike/bike trail along the entire north boundary of the subdivision as original laid out in the Lighthouse Point preliminary plat as approved on May 21, 1993. The construction of the hike/bike trail and the corresponding landscaping and contouring in the areas contiguous to the hike/bike trails will be provided by the owner in accordance with the City's design and subject to owner's approval. Construction, landscaping and contouring of the hike/bike trail shall be completed within one year of the execution of this amendment.

- 5
12. To develop Country Club Lane with center medians which include lighting. Such medians shall be formed during the construction of the street, in accordance with the City's design, subject to the Owner's approval, and each shall include lighting, turf, and an irrigation system. Lighting shall incorporate standard devices used by the Nebraska Public Power District unless the Owner, subject to approval by the City, elects to employ custom lighting. All construction, maintenance and improvement costs related to the interior of the medians shall be the responsibility of the Homeowners' Association created by Owner.
 13. To develop Lot 1 of Block 1 of the Lighthouse Point preliminary plat as approved on May 21, 1993, referred to as Lot 1 of Block 7 in the Lighthouse Point final plat, as a planned zone to include duplex condominiums. The Owner shall landscape, light, and otherwise improve the area and create a Homeowners' Association as the ongoing entity to maintain and further improve this area. The Owner shall construct privacy fencing along the South and East sides of this lot of either brick, rock, wood, or a combination thereof and in compliance with City codes.
 14. To create a Homeowners' Association which will have the ongoing responsibility to maintain the medians, the approximately fifty (50) foot wide strip along the south edge of Lot 1 of Block 15 of the Lighthouse Point preliminary plat as approved on May 21, 1993, referred to as Lot 1 of Block 7 in the Lighthouse Point final plat, and the common areas within the overall development site.
 15. To deed a parcel of land in Lot 2 of Block 1 of the Lighthouse Point preliminary plat as approved on May 21, 1993, referred to as the north/northwest corner of Lot 1 of Block 7 in the Lighthouse Point final plat, to the New Life Assembly Church for ingress and egress to the church parking lot. The Owner shall provide concrete paving on the said land as agreed to with the New Life Assembly Church.
 16. As the result of negotiations with the City, to pay a pro-rated (proportionate) share of the cost of necessary lift station(s), based upon the percentage of benefit resulting to the owner as compared to the total area of benefit. For example: if the lift station will serve 600 acres total area, and the Owner has 60 acres, then the Owner will pay 10 percent of the cost of the lift station. Payment for all associated piping providing flow into the lift station(s) shall be in accordance with the Subdivision Ordinance cited in this agreement.

CITY AGREES AS FOLLOWS:

1. To comply with the terms and conditions of the City of Kearney Subdivision Ordinance, Subdivision Ordinance No. 5421 as contained in the Subdivision Regulation Handbook of the City of Kearney, Nebraska.
2. To maintain any and all property dedicated to the City by the Owner in at least as good as condition as it exists at the time of its dedication, subject to normal wear and tear, but shall in no event shall it to fall into disrepair. The City may also, at its option, construct new or additional improvements on said dedicated property in a fashion equal to or greater than the facilities which are existing on such property at the time of dedication.
3. To maintain the lake's shoreline along all public property in such a way as to minimize erosion and deterioration of the lake (except as set out in paragraph 6 on page 2).

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4. To maintain the eight-foot-wide hike/bike trails through dedicated park areas following their completion, inspection, and acceptance by the City and dedication by the Owner. The City will maintain these hike/bike trails in at least as good as condition as they exist at the time of their dedication, subject to normal wear and tear, but shall in no event allow them to fall into disrepair.
5. To pay for electricity and other power costs for park lighting.
6. To assist the Owner in coordinating with the Nebraska Public Power District, US West, and New Life Assembly Church to obtain permission for the Owner to install a hike/bike trail (of like characteristics as in Lighthouse Point) on the lots owned by the Nebraska Public Power District, US West, and New Life Assembly Church.
7. To not allow parking along the curbs on Country Club Lane within the boundary of the development site as shown in the Lighthouse Point preliminary plat as approved on May 21, 1993.
8. Payment for all piping providing flow into the lift station shall be in accordance with the Subdivision Ordinance cited in this agreement. If the lift station and associated piping to provide flow from the lift station to the existing City system are not installed by the City in a timely manner satisfactory to the Owner, the Owner has the option, at no additional cost to the City, to proceed with constructing the lift station in accordance with City design (and associated piping to connect the lift station to the existing City system) according to City specifications, including acquisition of any necessary easements. Upon completion, inspection and acceptance by the City, the lift station (and associated piping to connect the lift station to the existing City system) shall be dedicated to the City.

BINDING UPON ALL HEIRS, ASSIGNS AND SUCCESSORS

All other terms and conditions of the original agreement shall remain in full force and effect and shall be unchanged by this amendment.

This agreement shall be binding upon the heirs, assigns, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands this 28 day of May, 2002.

DT DEVELOPMENT, INC., a Nebraska Corporation

By [Signature]
Jeffrey L. Orr, Its Attorney

CITY OF KEARNEY, NEBRASKA

By [Signature]
Peter G. Kotsiopoulos, Mayor

Exhibit "A" to Amendment to Lighthouse Subdivision Agreement (May 28, 2002)

7

	<u>Block</u>	<u>Lot(s)</u>
Lighthouse Point	1	1-22
	2	1
	3	1-8
	4	1-2
	5	1-11
	6	1
	7	1-6
	8	1-4
Lighthouse Point Second Addition		1-10
Lighthouse Point Third Addition	1	1-6
	2	1
	3	1
Lighthouse Point Fourth Addition	1	1-2
	2	1-2
	3	1
	4	1-22
Lighthouse Point Fifth Addition	1	1-10
	2	1-10
	3	1-3
	4	1-2
Lighthouse Point Sixth Addition	1	1-6
	2	1
	3	1-17
	4	1-3
All located in the City of Kearney.	5	1-14
Buffalo County, Nebraska.		

Proposed Lighthouse Point Seventh Addition

A tract of land being part of the North Half of the Southwest Quarter of Section 27, Township 9 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of Outlot "C", Lighthouse Point Sixth Addition, an addition to the City of Kearney, said place of beginning being on the North line of the Southwest Quarter of said Section 27; thence N89°26'19"E on the aforesaid North line a distance of 1172.44 feet to the Northwest corner of Lot 5, Block 1, Lighthouse Point, an addition to the City of Kearney, Buffalo County, Nebraska; thence S15°32'07"E along the West line of said Lot 5 a distance of 128.05 feet; thence S24°42'W continuing on the aforesaid West line a distance of 116.7

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feet; thence S33°21' W on said West line a distance of 231.81 feet to the Northeast corner of Lot 2, Block 1, Lighthouse Point Third Addition, an addition to the City of Kearney, Buffalo County, Nebraska; thence S89°55' W along the North line of the aforesaid Lighthouse Point third Addition a distance of 316.65 feet to the East line of Country Club Lane, a street in the City of Kearney, Buffalo County, Nebraska; thence N00°08'15"W along the aforesaid East line a distance of 40.65 feet; thence S89°55' W a distance of 80.0 feet to the Northeast corner of Lot 1, Block 2, Lighthouse Point Fifth Addition, an addition to the City of Kearney, Buffalo County, Nebraska; thence S89°55' W along the North line of the aforesaid Lighthouse Point Fifth Addition a distance of 614.64 feet to the Southeast corner of Lot 1, Block 1, Lighthouse Point Sixth Addition; thence N00°05' W along the East line of the aforesaid Lot 1, Block 1 a distance of 164.99 feet to the centerline of 48th Street, a street in the City of Kearney, Buffalo County, Nebraska; thence S89°55' W along said centerline a distance of 18.55 feet; thence N00°05' W a distance of 30.0 feet to the Southeast corner of Lot 1, Block 2, Lighthouse Point Sixth Addition; thence N00°05' W along the East line of said Lighthouse Point Sixth Addition a distance of 177.39 feet to the place of beginning. Containing 10.24 acres, more or less, Buffalo County, Nebraska.

8

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RECORDED
BUFFALO COUNTY, NE 1

2003 AU 29 AM 11:41

Kellie John
REGISTER OF DEEDS

NUM PAGES 9
DOC TAX _____ PD _____ CHG _____ RET _____
FEES 123.50 PD _____ CHG A RET _____
TOTAL _____
CK NUM _____ BY _____
BY _____
REC'D _____
RETURN _____
CITY OF KEARNEY
BOX 1180
KEARNEY, NE 68848

TRACT INDEX PO
COMPUTER PO
COMPALED X

CERTIFICATE

STATE OF NEBRASKA)
COUNTY OF BUFFALO) SS
CITY OF KEARNEY)

I, Michaele E. Trembly, duly appointed, qualified, and acting City Clerk of the City of Kearney, Nebraska, do hereby certify that the attached is a true and correct copy of Resolution No. 2002-138 as was passed and approved by the City Council of the City of Kearney at its regular meeting held May 28, 2002.

WITNESS MY HAND and official seal this 13th day of August, 2003.

Michaele E. Trembly
MICHAELLE E. TREMBLY
CITY CLERK




Inst. 2003 - 11536

RESOLUTION NO. 2002-138

2

NOW, THEREFORE, BE IT RESOLVED by the President and Council of the City of Kearney, Nebraska, that the "Lighthouse Point Subdivision Agreement (As Amended May 28, 2002)", marked as Exhibit "A" and made a part hereof by reference, be and is hereby accepted and approved.

PASSED AND APPROVED THIS 28TH DAY OF MAY, 2002.


PRESIDENT OF THE COUNCIL
AND EX-OFFICIO MAYOR

ATTEST:


CITY CLERK



COMMITMENT FOR TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Issued from the
office of:

**GANZ TITLE &
ESCROW COMPANY**

319 West 11th Street
P. O. Box 895
Kearney, NE 68848-0895
Phone: (308) 237-5146
Fax: (308) 234-5399

Form B 1004-8

**COMMITMENT FOR
TITLE INSURANCE**

American Land Title Association (1966)

Issued by
**Commonwealth Land
Title Insurance Company**

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
Telephone, toll free: 800 448-7086
www.landam.com

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PERMANENT AND TEMPORARY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That NEW LIFE ASSEMBLY, Grantor herein, in consideration of the covenants and agreements herein expressed, and of the sum of Five Dollars (\$5.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, release and convey to the CITY OF KEARNEY, NEBRASKA, a Municipal Corporation, herein referred to as "City" or "Grantee", and its successors and assigns, temporary and/or permanent easements as specified in, over, under, upon and through the following described tracts of land for the purposes of clearing, trenching for, laying, constructing, operating, using, replacing, repairing and maintaining public utilities, including but not limited to, sewer and water main facilities, together with the right of access for ingress and egress to said easements for said purposes:

Permanent Easement

A 15-foot wide permanent easement for storm sewer described as follows:

The West 15 feet of Lot 1, Block 7, Lighthouse Point Addition, as it abuts Lot 2 of said block, all in the City of Kearney, Buffalo County, Nebraska, containing 0.05 acres, more or less.

Temporary Construction Easement

An 18-foot wide temporary construction easement described as follows:

The East 18 feet of the West 33 feet of Lot 1, Block 7, Lighthouse Point Addition, as it abuts Lot 2, Block 7, all in the City of Kearney, Buffalo County, Nebraska.

A drawing of the location of said easements, marked as Exhibit "A", is attached hereto and made a part hereof by reference.

The afore-said easements are executed, delivered and granted upon the following conditions, to-wit:

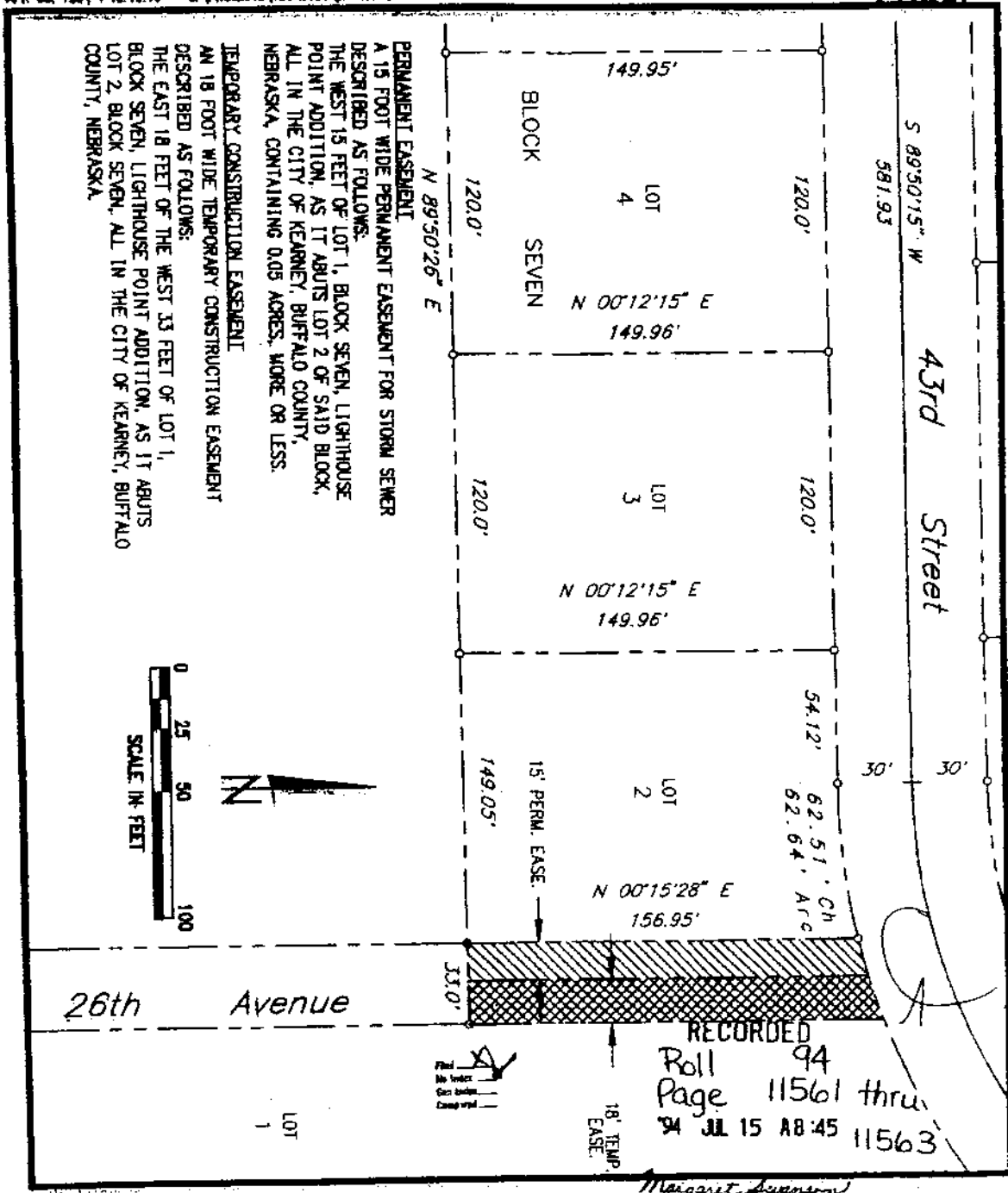
1. The grant of a temporary easement to those portions of the property which lie outside the boundaries of the aforesaid permanent easement shall terminate ninety (90) days after filing of the notice of completion of construction by the City.

* 319 * 15⁵⁰

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APR 08, 1984 16:19:19 C:\PROJECTS\130A1065\ESMNT-8



PERMANENT EASEMENT
 A 15 FOOT WIDE PERMANENT EASEMENT FOR STORM SEWER DESCRIBED AS FOLLOWS:
 THE WEST 15 FEET OF LOT 1, BLOCK SEVEN, LIGHTHOUSE POINT ADDITION, AS IT ABUTS LOT 2 OF SAID BLOCK, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.03 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT
 AN 16 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
 THE EAST 16 FEET OF THE WEST 33 FEET OF LOT 1, BLOCK SEVEN, LIGHTHOUSE POINT ADDITION, AS IT ABUTS LOT 2, BLOCK SEVEN, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA.

RECORDED
 Roll 94
 Page 11561 thru
 94 JUL 15 1984 11563

Margaret Swanson
 REGISTER OF DEEDS
 BUFFALO COUNTY, NE.

Exhibit A

INSTRUCTIONS: READ THIS ENTIRE DOCUMENT BEFORE SIGNING. If any statement is not accurate, insert a note directing attention to the reverse side and set forth an accurate statement on the reverse side, and NOTIFY THE TITLE COMPANY OF ANY ADDITIONS PRIOR TO CLOSING.

SELLER/OWNER AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

FILE NO. M-45

In order to induce Commonwealth Land Title Insurance Company and Ganz Title & Escrow Company to issue its policy of title insurance on the property legally described as: Unit B-2, LaVista at Lighthouse Point Condominiums, as located on part of Lot 1, Block 7, Lighthouse Point, an addition to the City of Kearney, Buffalo County, Nebraska, according to a Declaration recorded July 29, 2004 at Inst. 2004-7164, as amended at Inst. 2004-9824, together with the undivided interest in the common elements as described in said Declaration to be appurtenant to such unit; with an address 4100 Country Club Lane B-2, Kearney, Nebraska, the undersigned, hereinafter referred to as affiant (whether one or more), being of lawful age first duly sworn upon oath, states to the best of affiant's knowledge that:

1. Affiant has owned the described property exclusively and continuously for more than six months immediately preceding the date hereof.
2. The property is located in a platted subdivision and that there is located thereon a single-family dwelling which has been completed for at least six months. Yes _____ No _____ (mark one)
3. No one is in possession of said property other than the affiant, except _____ (if none, state "None").
4. There are no unrecorded contracts, leases, easements, agreements, documents, or notices of claims relating to the property, other than _____ (if none, state "None").
5. There are no unpaid bills for labor, services or materials for construction of improvements, alterations or repairs to the property during the last six months, and Affiant has not received any notices of lien liability nor is Affiant aware of any such notices.
6. There has been no work in the immediate vicinity of the property in the last six months for matters such as: grading, repairing or paving of streets or sidewalks; installation or repair of sewer, water or electrical lines; installation of street lights; etc.
7. The affiant has received no notices of future public improvements which might result in special assessments or charges against the property.
8. The affiant has not been notified of any violations of local setback or building restriction regulations.
9. There have been no disputes with neighbors over fence or boundary lines, driveways, walks, street or alley locations, encroachments of buildings or improvements, or violations of covenants and restrictions.
10. The affiant has no knowledge of any underground pipes, cables, conduits, ditches or drain tiles crossing the property.
11. There are no poles, wires or lines crossing the property, either above or below ground which serve other property.
12. There are no shared driveways or party walls except _____ (if none, state "None").
13. There are no encroachments of buildings, eaves, bay windows, walks, fences, drives, etc., from the property of the affiant onto adjoining property (including streets and alleys), or onto easements or setbacks, nor are there such encroachments of adjoining property improvements onto the affiant's property.
14. There are no unpaid taxes, assessments, water and sewer bills or homeowners association dues.
15. There are no marriage dissolutions, child or spousal support proceedings or judgments, probate, conservatorship or guardianship proceedings, tax liens, bankruptcies, pending lawsuits or unsatisfied judgments of record, in any court, State or Federal, against the affiant or which have attached to the above described property. Any such matters appearing against similar names are not against the affiant.
16. Neither the affiant, nor anyone on affiant's behalf has incurred any indebtedness which is secured by a deed of trust, mortgage or UCC financing statement since the title insurance commitment date of _____, other than the transaction to which this Affidavit relates.

Dated this _____ day of _____, _____.



LANDAMERICA

PRIVACY POLICY NOTICE

Dear LandAmerica Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

The statement attached to or on the reverse side of this letter is the privacy policy of the LandAmerica family of companies. The three largest members of the family – Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company – may issue policies and handle real estate closings in virtually every part of the country. A number of other companies in the family provide other real estate services, and some operate more locally. You may review a list of LandAmerica companies on our website (www.landam.com). You may also visit our website for an explanation of our privacy practices relating to electronic communication.

Our concern with the protection of your information has been a part of our business since 1876, when the company that is now Commonwealth Land Title Insurance Company issued its first policy. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

LandAmerica Privacy
P.O. Box 27567
Richmond, VA 23261-7567.

LandAmerica Companies

Title Insurance Companies: Commonwealth Land Title Insurance Company, Commonwealth Land Title Insurance Company of New Jersey, Industrial Valley Title Insurance Company, Land Title Insurance Company, Lawyers Title Insurance Corporation, Title Insurance Company of America, Transnation Title Insurance Company, Transnation Title Insurance Company of New York

Relocation and Mortgages: Commonwealth Relocation Services, CRS Financial Services, Inc., LandAmerica Account Servicing, Inc.

Title Agents: Austin Title Company, ATACO, Inc., Albuquerque Title Company, Atlantic Title & Abstract Company, Brighton Title Services Company, Capitol City Title Services, Inc., CFS Title Insurance Agency, Charleston Title Agency, Charter Title Company of Fort Bend, Galveston, and Sugarland; Commercial Settlements, Inc., Commonwealth Land Title Company; Commonwealth Land Title Company of Austin, Dallas, Fort Worth, Houston, Washington, Congress Abstract Corp., Cornerstone Residential Title, Cumberland Title Company, First Title & Escrow, Inc., Gulf Atlantic, Harbour Title, HL Title Agency, Lawyers Title Company; Lawyers Title of Arizona, El Paso, Galveston, Nevada, Pueblo, San Antonio, Lawyers Title Settlement Company, Lion Abstract, Longworth Insured, Louisville Title Agency of Central Ohio, Lorain County Title Company, M/I Title Agency, NIA/ Lawyers Title Agency, Oregon Title, Park Title, Partners Title Company, Pikes Peak Title Services, RE/Affirm Title Agency, Rainier Title Company, Residential Abstract, Residential Title, Rio Rancho Title, Texas Title Company, Title Transfer Service, Inc., TransOhio Residential Title Agency, Transnation Title & Escrow, Union Title Agency, University Title Services, Wilson Title Company

Appraisals and Ancillary Services: LandAmerica OneStop, Inc.

LANDAMERICA PRIVACY POLICY

What kinds of information we collect. Most of LandAmerica's business is title insurance, but there are companies in our family that provide other real estate services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our title insurance companies then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Agents that may be covered by this policy. Often, your transaction goes through a title insurance agent. Agents that are part of the LandAmerica family are covered by this policy. **Agents that are not part of the LandAmerica family may specifically, in writing, adopt our policy statement.**

Commonwealth Land Title Insurance Company

Commitment Number: M-45

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
 2. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
 3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; and that the contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material.
 4. Site Survey, showing all improvements to be within the boundary lines of said premises, or duly excepted.
 5. Seller and Buyer Affidavits, showing no adverse conditions. Copies attached.
 6. To be recorded against the captioned premises: Corporation Warranty Deed from Segura Arrieta Construction, Inc., a Nebraska Corporation, by and through its President, to Cheryl D. Tickle, transferring the captioned premises for \$188,850.00.
 7. To be recorded against the captioned premises: Deed of Trust from Cheryl D. Tickle, a single person, to TierOne Bank, encumbering the captioned premises for \$108,850.00.
 8. To be recorded against the captioned premises: Partial Reconveyance of Deed of Trust dated December 13, 2004, from Segura Arrieta Construction, Inc., to Platte Valley State Bank & Trust Company, as Trustee and Beneficiary, encumbering the captioned premises (with other lands), recorded December 15, 2004 at Inst. 2004-11566.
- ~~9.~~ Certificate of Existence for Segura Arrieta Construction, Inc., a Nebraska Corporation, to be obtained from the Secretary of State of Nebraska.
- ~~10.~~ Proper Corporate Resolution of Segura Arrieta Construction, Inc., a Nebraska Corporation, authorizing the aforesaid sale.
11. Upon completion of the project, Construction Lien Waivers or Releases from all contractors and sub-contractors providing improvements to the captioned premises. Sample attached.
 12. Upon completion of the project, a Final Affidavit and Agreement. Copy attached.
 13. Upon completion of the project, a Certificate of Occupancy provided by the City of Kearney.
 14. Payment of the Water Connection Fee to the City of Kearney.
 15. Certification from an authorized representative of the "Homeowner's Association" that there are no unpaid homeowner's assessments against the captioned premises.

Commitment Number: M-45

**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public record.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Special Exceptions

(Special exceptions are those defects disclosed by a search of title to this property for which no coverage is provided by the policy.)

6. TAX ID#603 742 0.06

Taxes for 2005 and subsequent years and any future special assessments due and payable therewith.

TAXES for 2004 and all prior years are shown PAID.

TAXES for 2005 are unpaid in the amount of \$1,528.64; with the first half delinquent May 1, 2006 and the second half delinquent September 1, 2006--if not sooner paid.

There are no unpaid Special Assessments shown against the above premises in the Office of Kearney City Treasurer except for the following:

Water Connection Fee in the amount of \$230.00.

7. Plat of Lighthouse Point Subdivision. Copy attached
8. Declaration of Protective Covenants, Conditions and Restrictions acknowledged April 9, 2004 and recorded April 12, 2004 at Inst. 2004-3162. Copy attached.
9. Permanent and Temporary Easements to the City of Kearney, dated July 7, 1994, and recorded July 29, 1994 on Roll 94, Page 12282 thru 12300, and Permanent and Temporary Easement to the City of Kearney recorded at Inst. 1994-11561. Copy attached.
10. Subdivision Agreement recorded at Inst. 2003-11536. Copy attached.
11. Declaration of Protective Covenants, Conditions and Restrictions acknowledged April 9, 2004 and recorded April 12, 2004 at Inst. 2004-3162. Copy attached.

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

Commitment Number: M-45

12. Declaration of LaVista at Lighthouse Point Condominiums recorded at Inst. 2004-7164. Copy attached.
13. Amended Declaration recorded at Inst. 2004-9824. Copy attached.
14. Any assessments due under Condominium Declaration for condominium maintenance and upkeep.
15. Future Homeowner assessments through LaVista at Lighthouse Point Condominium Association.
16. Subject to the provisions of the Nebraska Condominium Act, Neb. Rev. Stat. Section 76-825 through 76-894 (Reissue of 2003).
17. The exceptions above for covenants omit any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
18. Any future assessments for paving, water or sewer which may be levied and assessed in the future.

PERMANENT AND TEMPORARY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That DT Development, Inc., a Nebraska Corporation, Grantor herein, in consideration of the covenants and agreements herein expressed, and of the sum of Five Dollars (\$5.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, release and convey to the CITY OF KEARNEY, NEBRASKA, a Municipal Corporation, herein referred to as "City" or "Grantee", and its successors and assigns, temporary and/or permanent easements as specified in, over, under, upon and through the following described tracts of land for the purposes of clearing, trenching for, laying, constructing, operating, using, replacing, repairing and maintaining public utilities, including but not limited to, sewer and water main facilities, together with the right of access for ingress and egress to said easements for said purposes:

TRACT 1

Permanent Easement

A 20-foot wide permanent easement for storm sewer described as follows:

✓ The South 20 feet of Lot 1, Block 7, Lighthouse Point Addition, as it abuts the North right-of-way line of 39th Street, all in the City of Kearney, Buffalo County, Nebraska, containing 0.16 acres, more or less.

TRACT 2

Permanent Easement

A 15-foot wide permanent easement for storm sewer described as follows:

✓ The West 15 feet of Lot 1, Block 7, Lighthouse Point Addition, as it abuts Lot 2 of said block, all in the City of Kearney, Buffalo County, Nebraska, containing 0.05 acres, more or less.

Temporary Construction Easement

An 18-foot wide temporary construction easement described as follows:

CITY OF KEARNEY
BOX 1180
KEARNEY, NE 68848

#633
\$99.00

Permanent and Temporary Easements

✓ The East 18 feet of the West 33 feet of Lot 1, Block 7, Lighthouse Point Addition, as it abuts Lot 2, Block 7, all in the City of Kearney, Buffalo County, Nebraska.

TRACT 3
Permanent Easement

A 15-foot wide permanent easement for sanitary sewer described as follows:

✓ The East 15 feet of Lot 2, Block 7, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.05 acres, more or less.

TRACT 4
Permanent Easement

✓ A 40-foot by 70-foot permanent easement for storm sewer described as follows:

The West 70 feet of the South 40 feet of Lot 4, Block 8, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.06 acres, more or less.

TRACT 5
Permanent Easement

A 20-foot wide permanent easement for storm sewer described as follows:

✓ The West 50 feet of the North 20 feet of the South 460 feet of Lot 4, Block 8, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.02 acres, more or less.

TRACT 6
Permanent Easement

A 20-foot by 45-foot permanent easement for storm sewer described as follows:

Permanent and Temporary Easements

Referring to the Northwest Corner of Lot 4, Block 8, Lighthouse Point Addition; thence Northeasterly along the Northerly line of said Lot 4 a distance of 190.00 feet to the point of beginning; thence Southeasterly and perpendicular to said Northerly line a distance of 20.00 feet; thence Northeasterly and parallel with said Northerly line a distance of 45.00 feet; thence Northwesterly and perpendicular to said Northerly line a distance of 20.00 feet; thence Southwesterly along said Northerly line of Lot 4, a distance of 45.00 feet to the point of beginning, all being in Lot 4, Block 8, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.02 acres, more or less.

TRACT 7**Permanent Easement**

A 20-foot by 45-foot permanent easement for storm sewer described as follows:

Referring to the Southwest Corner of Lot 19, Block 1, Lighthouse Point Addition; thence Northeasterly along the Southerly line of said Lot 19 a distance of 70.00 feet to the point of beginning; thence Northwesterly and perpendicular to said Southerly line a distance of 20.00 feet; thence Northeasterly and parallel with said Southerly line a distance of 45.00 feet; thence Southeasterly and perpendicular to said Southerly line a distance of 20.00 feet; thence Southwesterly along said Southerly line a distance of 45.00 feet to the point of beginning, all being in Lot 19, Block 1, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.02 acres, more or less.

TRACT 8**Permanent Easement**

A 10-foot wide permanent easement for waterline described as follows:

The West 10 feet of Lot 6, Block 1, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.04 acres, more or less.

Temporary Easement

A 40-foot wide temporary easement for construction described as follows:

- ✓ The East 40 feet of the West 50 feet of Lot 6, Block 1, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.19 acres, more or less.

TRACT 9*Permanent Easement*

A 10-foot wide permanent easement for waterline described as follows:

- ✓ The West 10 feet of Lot 15, Block 1, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.03 acres, more or less.

Temporary Easement

A 40-foot wide temporary easement for construction described as follows:

- ✓ The East 40 feet of the West 50 feet of Lot 15, Block 1, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.12 acres, more or less.

TRACT 10*Permanent Easement*

A 20-foot wide permanent easement for sanitary sewer described as follows:

- ✓ The West 20 feet of Lot 19, Block 1, Lighthouse Point Addition, as it abuts Lot 16 and Lot 18, all in the City of Kearney, Buffalo County, Nebraska, containing 0.14 acres, more or less.

TRACT 11
Permanent Easement

A 40-foot by 25.6 \pm foot permanent easement for sanitary sewer described as follows:

- ✓ The East 25.6 \pm feet of the South 40 feet of Lot 15, Block 1, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.02 acres, more or less.

TRACT 12
Permanent Easement 'A'

A 10-foot wide permanent easement for waterline described as follows:

- * The West 10 feet of Lot 7, Lighthouse Point Second Addition, along with the South 10 feet of the West 56.96 feet of Lot 7, Lighthouse Point Second Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.03 acres, more or less.

Temporary Easement 'A'

A 47-foot wide temporary easement for construction described as follows:

- * The East 47 feet of the West 57 feet of Lot 7, Lighthouse Point Second Addition, excepting the South 10 feet thereof; all in the City of Kearney, Buffalo County, Nebraska, containing 0.09 acres, more or less.

TRACT 13
Permanent Easement 'B'

A 10-foot wide permanent easement for waterline described as follows:

- ✓ The East 10 feet of Lot 7, Block 3, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.03 acres, more or less.

*Permanent and Temporary Easements**Temporary Easement 'B'*

A 30-foot wide temporary easement for construction described as follows:

The West 30 feet of the East 40 feet of Lot 7, Block 3, Lighthouse Point Addition, all in the City of Kearney, Buffalo County, Nebraska, containing 0.10 acres, more or less.

A drawing of the location of each of said easements, marked as Exhibit "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L", respectively, is attached hereto and made a part hereof by reference.

The afore-said easements are executed, delivered and granted upon the following conditions, to-wit:

1. The grant of a temporary easement to those portions of the property which lie outside the boundaries of the aforesaid permanent easements shall terminate ninety (90) days after filing of the notice of completion of construction by the City.

2. Grantor, its heirs and assigns, hereby releases and relinquishes unto the City of Kearney, any and all right, claim or demand that it may now or hereafter have against the City in connection with the construction and maintenance of said sanitary sewer and water main, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable after construction of said sanitary sewer and water main and all subsequent alterations and repairs thereunto, restore affected property of the Grantor to a neat and presentable condition.

3. The parties hereby agree that this acquisition is by a municipality for public utility and road purposes and is an acquisition as defined by Section 25-2501(1) and (2), R.R.S., that the provisions of Article 25, Chapter 25, Article 12, Chapter 76 and Section 70-301 of the Nebraska Revised Statutes are not applicable to this acquisition, that any rights and benefits accorded thereby are knowingly waived and relinquished by the Grantor, and that the consideration paid to Grantor includes full compensation for any damages Grantor may incur due to loss of crops.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

DATED this 7 day of July, 1994.

Permanent and Temporary Easements

DT DEVELOPMENT, INC.

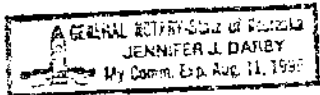
[Handwritten Signature]

Trudy A. Hirschfeld

STATE OF NEBRASKA)
) ss.
COUNTY OF BUFFALO)

Before me, a Notary Public qualified in said county, personally came Trudy A. Hirschfeld, President of DT Development, Inc., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and seal this 7 day of July, 1994.



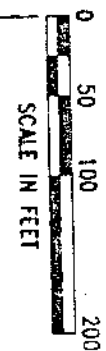
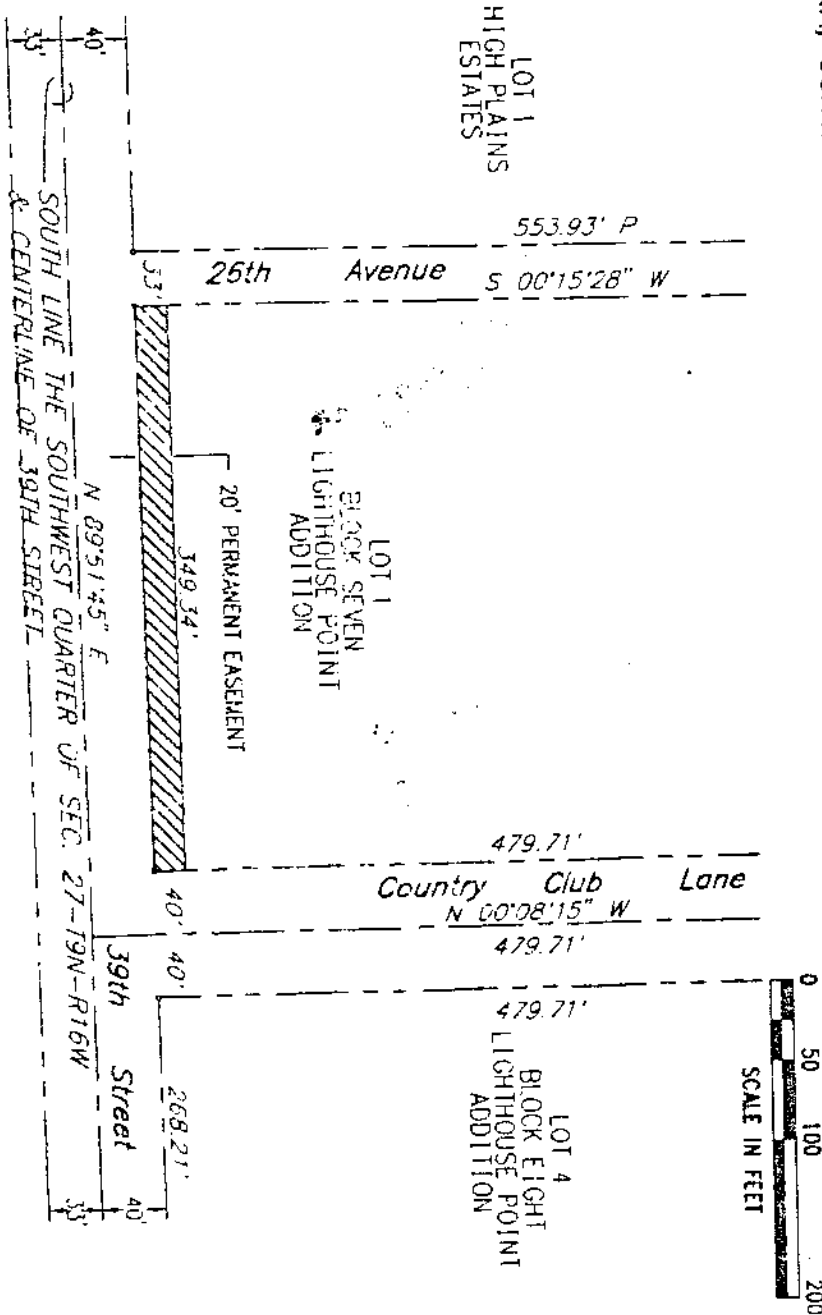
[Handwritten Signature]
NOTARY PUBLIC

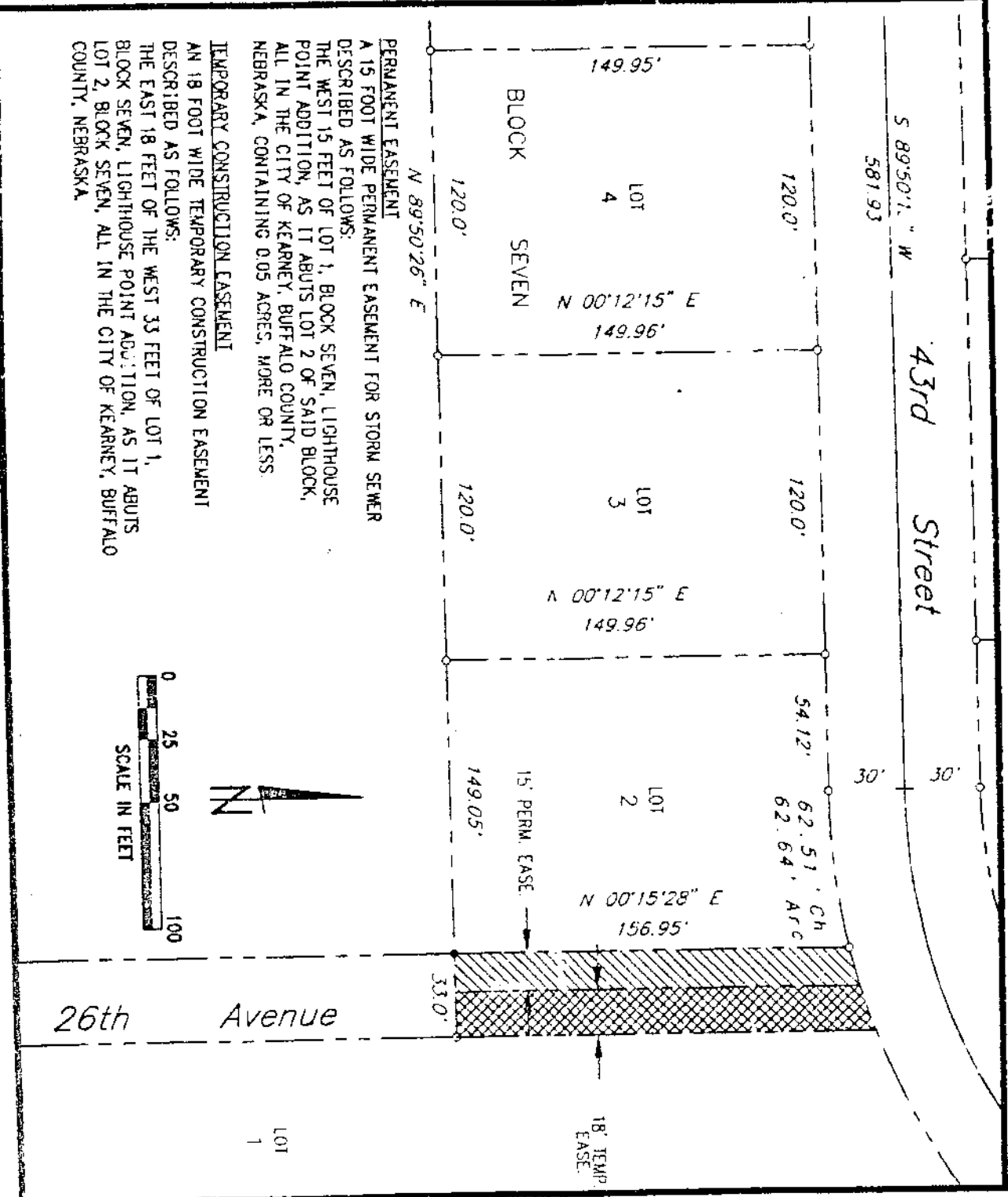
12288-1994-7-11-1995

12259

PERMANENT EASEMENT
A 20 FOOT WIDE PERMANENT EASEMENT FOR STORM SEWER
DESCRIBED AS FOLLOWS:

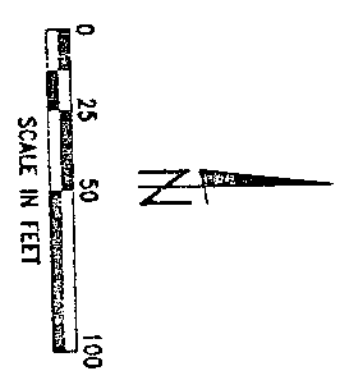
THE SOUTH 20 FEET OF LOT 1, BLOCK SEVEN, LIGHTHOUSE POINT ADDITION, AS IT ABUTS THE NORTH RIGHT-OF-WAY LINE OF 39th STREET, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.16 ACRES, MORE OR LESS.



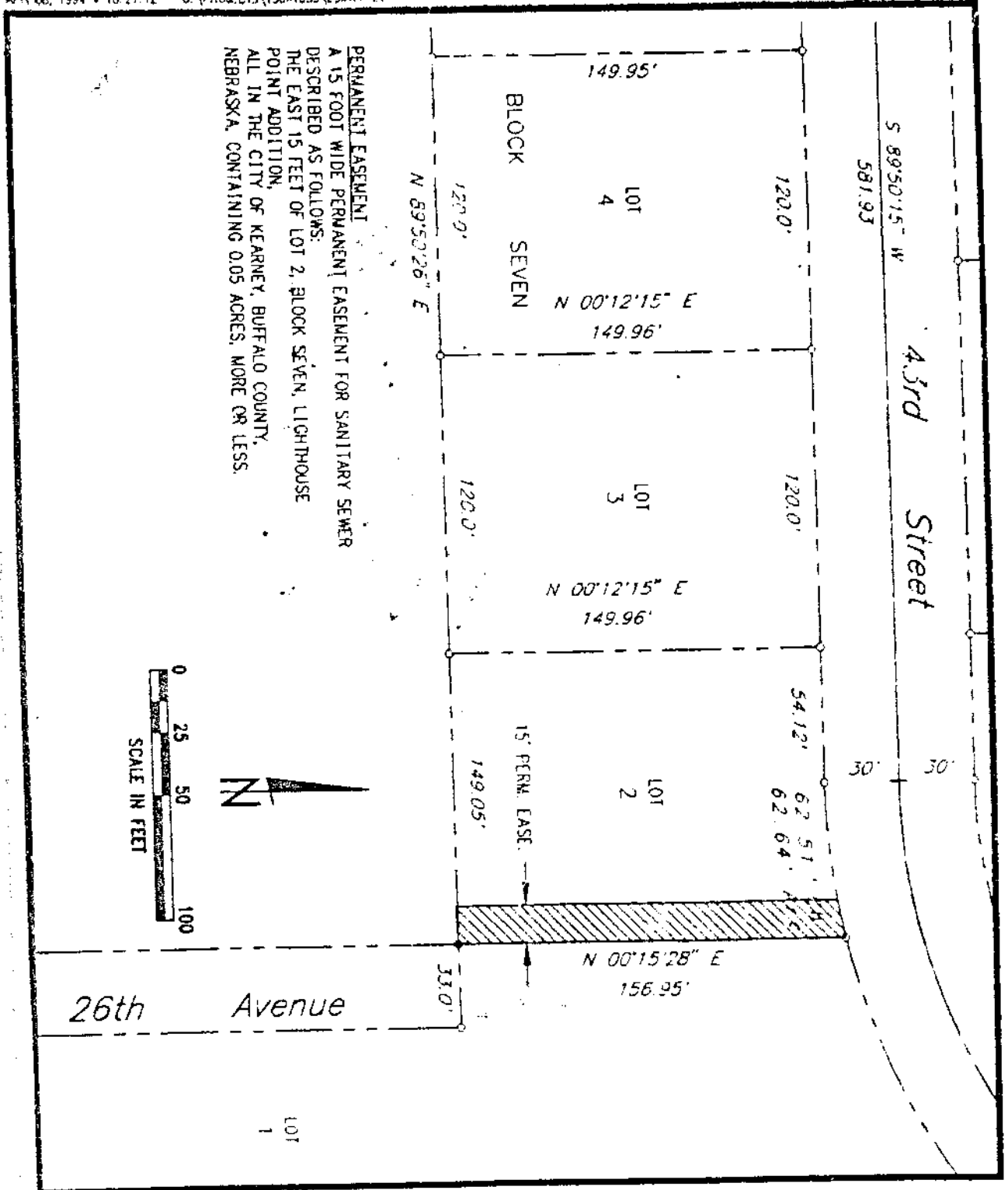


PERMANENT EASEMENT
 A 15 FOOT WIDE PERMANENT EASEMENT FOR STORM SEWER DESCRIBED AS FOLLOWS:
 THE WEST 15 FEET OF LOT 1, BLOCK SEVEN, LIGHTHOUSE POINT ADDITION, AS IT ABUTS LOT 2 OF SAID BLOCK, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.05 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT
 AN 18 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
 THE EAST 18 FEET OF THE WEST 33 FEET OF LOT 1, BLOCK SEVEN, LIGHTHOUSE POINT ADDITION, AS IT ABUTS LOT 2, BLOCK SEVEN, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA.



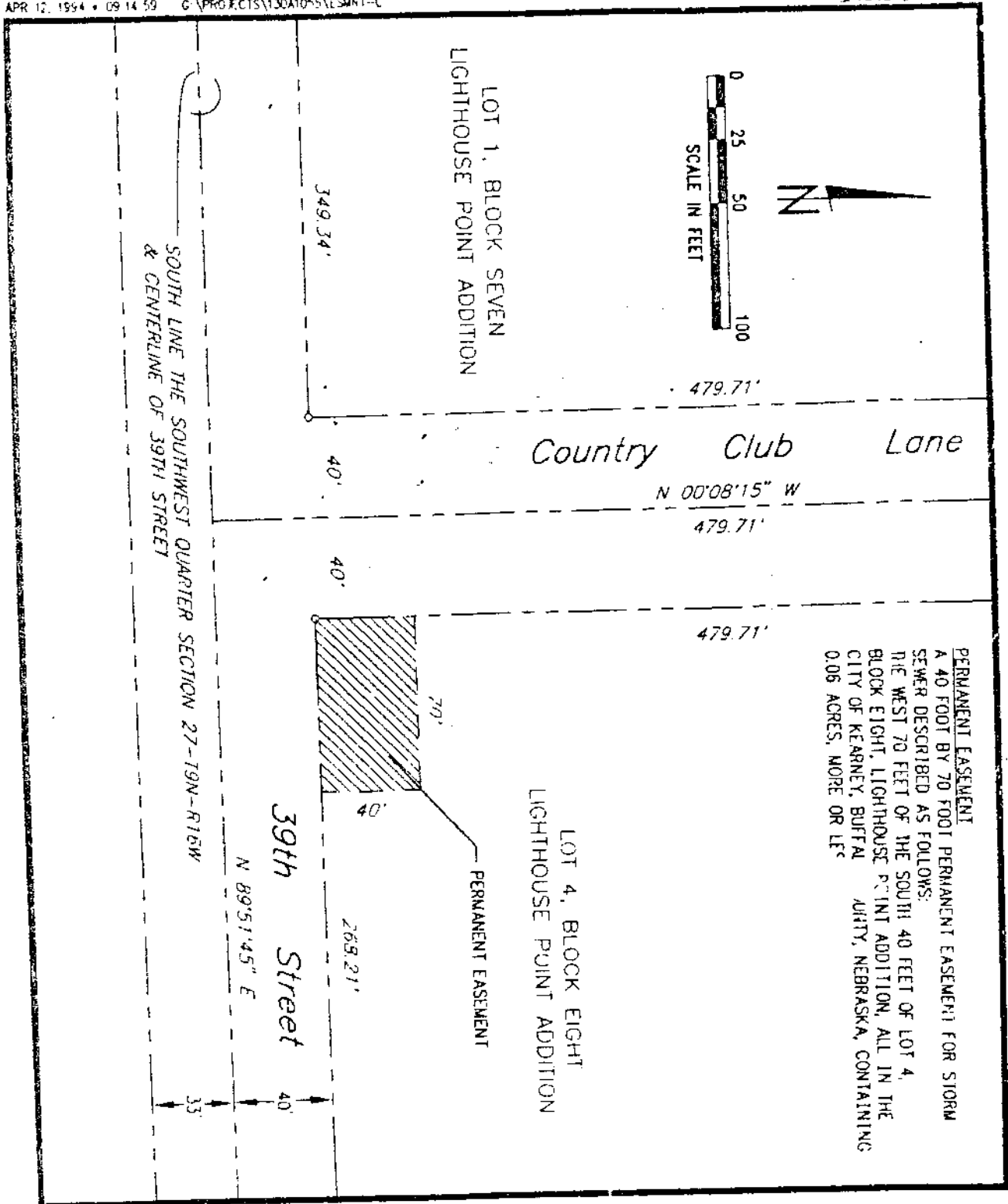
12291



PERMANENT EASEMENT
 A 15 FOOT WIDE PERMANENT EASEMENT FOR SANITARY SEMER
 DESCRIBED AS FOLLOWS:
 THE EAST 15 FEET OF LOT 2, BLOCK SEVEN, LIGHTHOUSE
 POINT ADDITION,
 ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY,
 NEBRASKA, CONTAINING 0.05 ACRES, MORE OR LESS.

TRACT 3

Exhibit C



TRACT 4

Exhibit D

PERMANENT EASEMENT

A 20 FOOT WIDE PERMANENT EASEMENT FOR STORM SEWER DESCRIBED AS FOLLOWS:

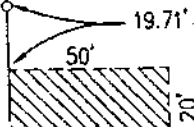
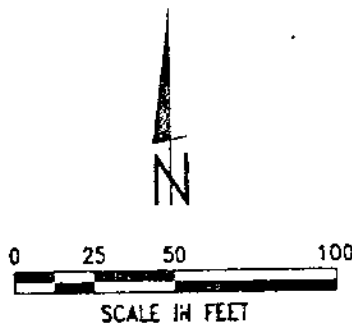
THE WEST 50 FEET OF THE NORTH 20 FEET OF THE SOUTH 460 FEET OF LOT 4, BLOCK EIGHT, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.02 ACRES, MORE OR LESS.

LOT 1, BLOCK SEVEN
LIGHTHOUSE POINT ADDITION

LOT 4, BLOCK EIGHT
LIGHTHOUSE POINT ADDITION

Country Club Lane

42nd Street



419.53' Arc
435.63' Ch

131.54' Arc
131.22' Ch

479.71'

N 00°08'15" W

479.71'

479.71'

148.0'

30'

30'

299.57'

TRACT 5

Exhibit E

Country Club Lane

40' 40' 131.54' Arc 131.22' Ch

133.55' Arc 133.21' Ch

18

148.0' 42nd Street

121.97'

PERMANENT EASEMENT

LOT 4, BLOCK EIGHT LIGHTHOUSE POINT ADDITION

190'

299.57'



170.27'

N 72°43'15" E 548.0'

64.57'

N 00°02'09" E

144.3'

71.58'

115.0'

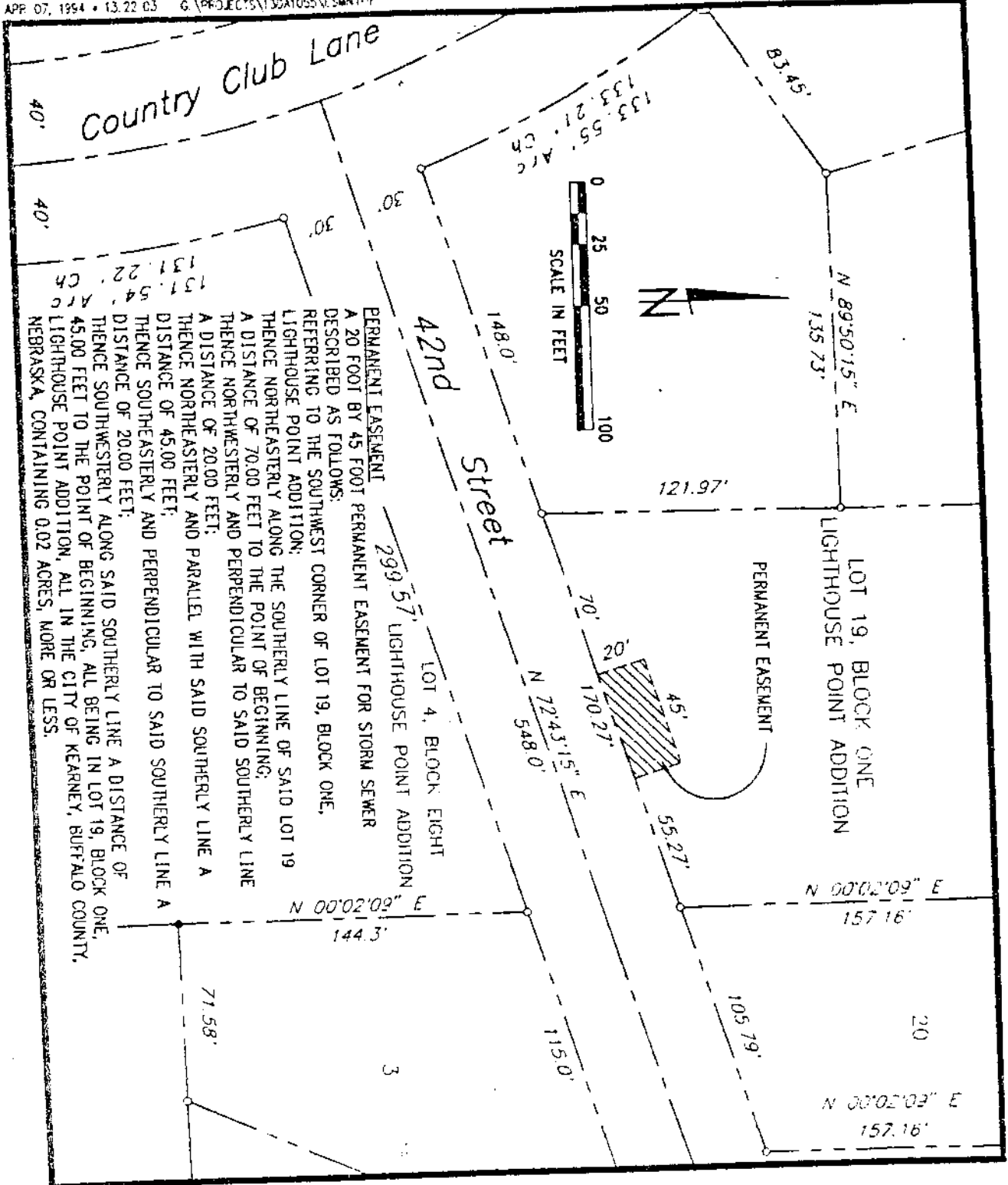
PERMANENT EASEMENT
A 20 FOOT BY 45 FOOT PERMANENT EASEMENT FOR STORM SEWER DESCRIBED AS FOLLOWS:
REFERRING TO THE NORTHWEST CORNER OF LOT 4, BLOCK EIGHT, LIGHTHOUSE POINT ADDITION;
THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTHEASTERLY AND PERPENDICULAR TO SAID NORTHERLY LINE A DISTANCE OF 20.00 FEET;
THENCE NORTHEASTERLY AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 45.00 FEET;
THENCE NORTHWESTERLY AND PERPENDICULAR TO SAID NORTHERLY LINE A DISTANCE OF 20.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, ALL BEING IN LOT 4, BLOCK EIGHT, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.02 ACES, MORE OR LESS.



TRACT 6

Exhibit F

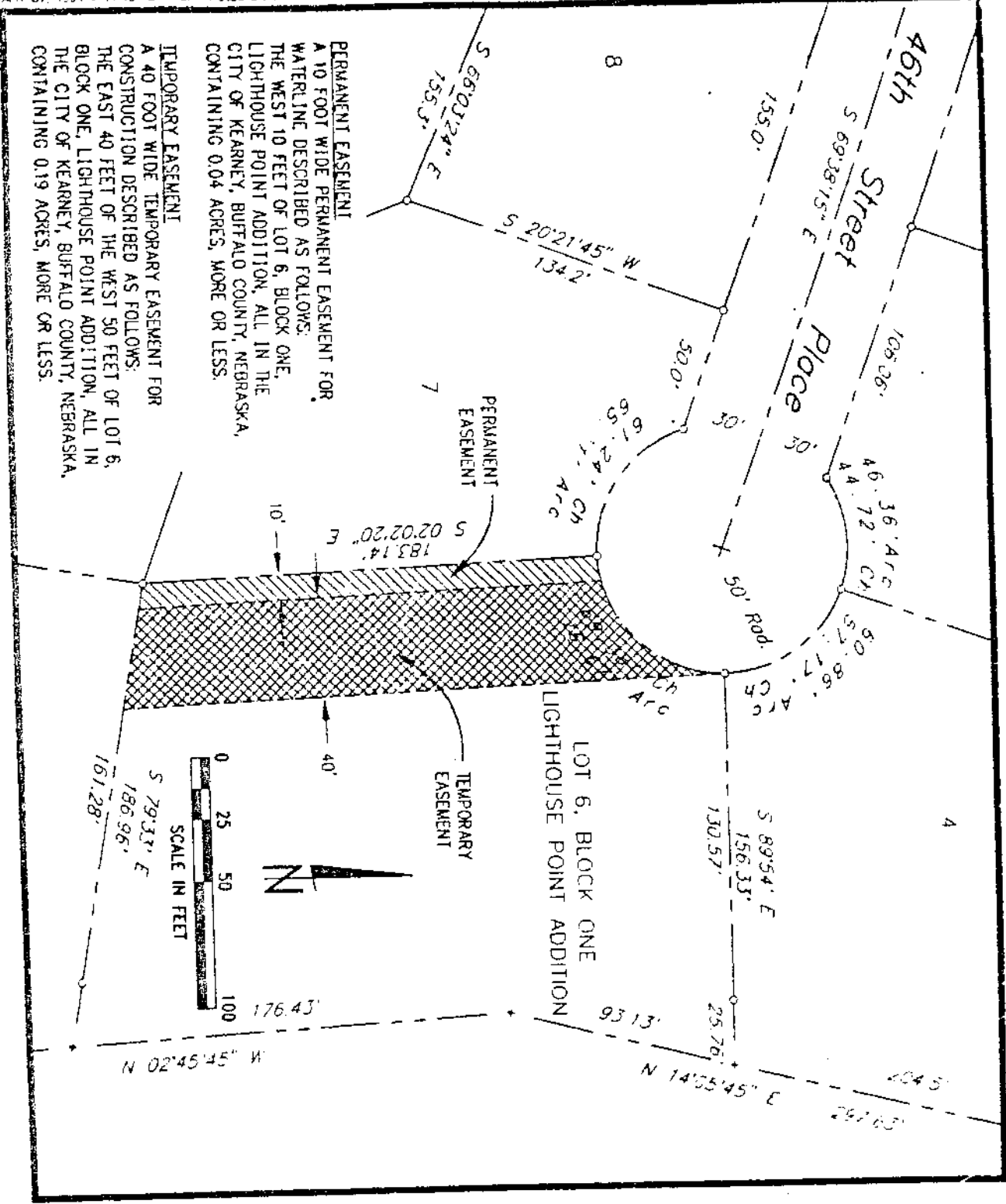
12295



PERMANENT EASEMENT
 A 20 FOOT BY 45 FOOT PERMANENT EASEMENT FOR STORM SEWER
 DESCRIBED AS FOLLOWS:
 REFERRING TO THE SOUTHWEST CORNER OF LOT 19, BLOCK ONE,
 LIGHTHOUSE POINT ADDITION;
 THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 19
 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;
 THENCE NORTHWESTERLY AND PERPENDICULAR TO SAID SOUTHERLY LINE
 A DISTANCE OF 20.00 FEET;
 THENCE NORTHEASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE A
 DISTANCE OF 45.00 FEET;
 THENCE SOUTHEASTERLY AND PERPENDICULAR TO SAID SOUTHERLY LINE A
 DISTANCE OF 20.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF
 45.00 FEET TO THE POINT OF BEGINNING, ALL BEING IN LOT 19, BLOCK ONE,
 LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY,
 NEBRASKA, CONTAINING 0.02 ACRES, MORE OR LESS.

TRACT 7

Exhibit **G**

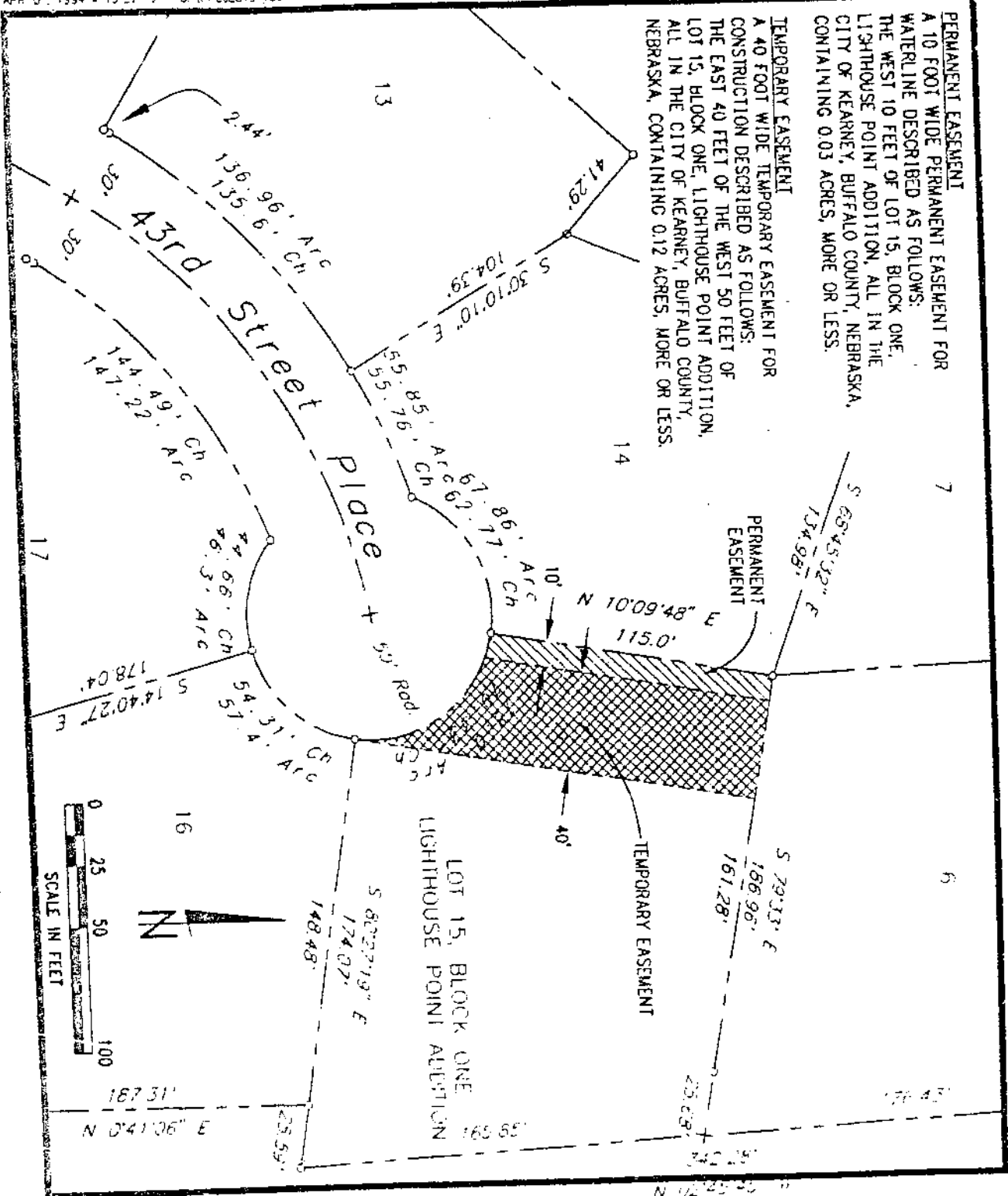


PERMANENT EASEMENT
 A 10 FOOT WIDE PERMANENT EASEMENT FOR WATERLINE DESCRIBED AS FOLLOWS: THE WEST 10 FEET OF LOT 6, BLOCK ONE, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.04 ACRES, MORE OR LESS.

TEMPORARY EASEMENT
 A 40 FOOT WIDE TEMPORARY EASEMENT FOR CONSTRUCTION DESCRIBED AS FOLLOWS: THE EAST 40 FEET OF THE WEST 50 FEET OF LOT 6, BLOCK ONE, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.19 ACRES, MORE OR LESS.

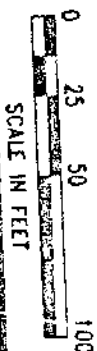
LOT 6, BLOCK ONE
 LIGHTHOUSE POINT ADDITION

12297



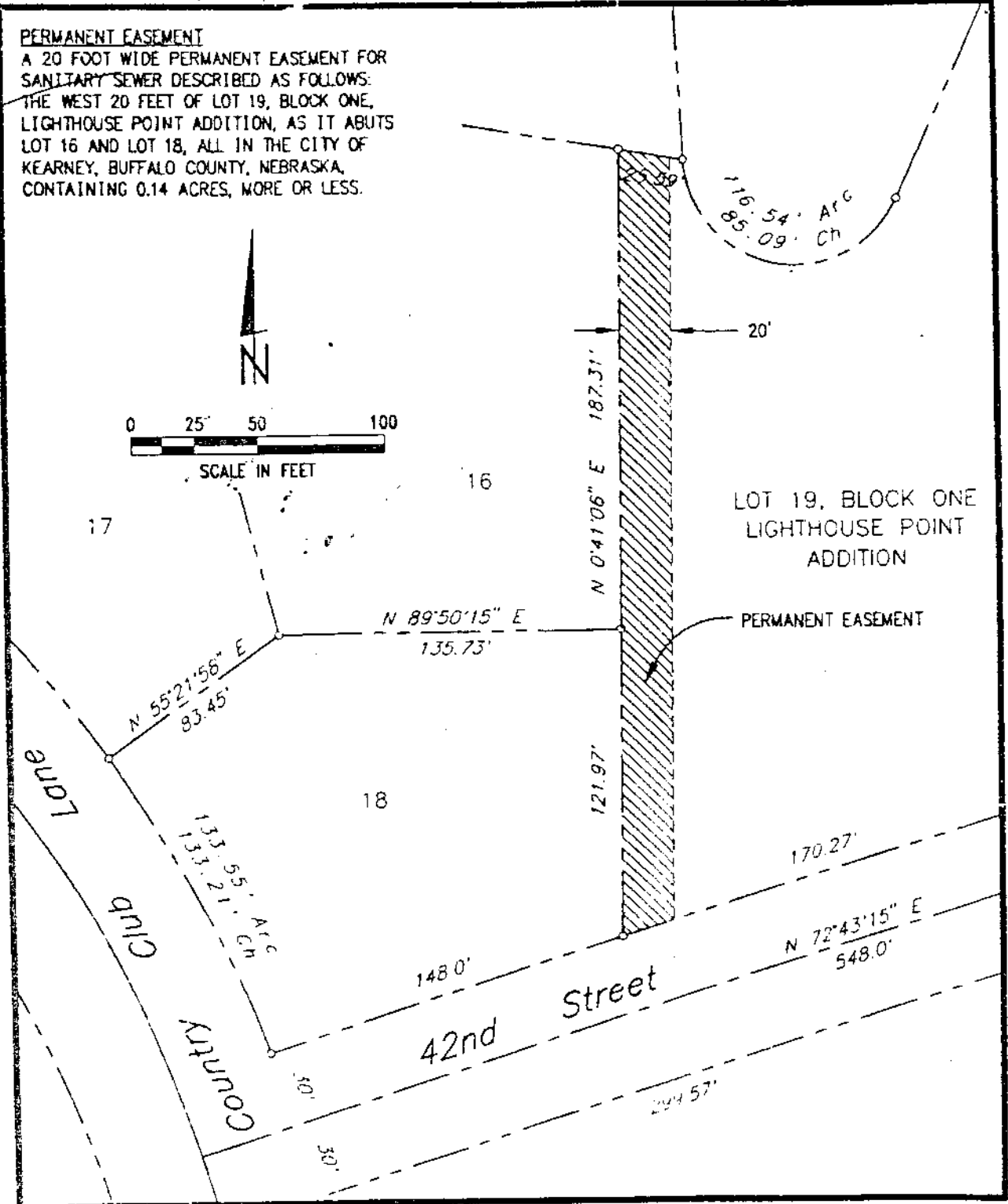
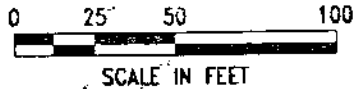
PERMANENT EASEMENT
 A 10 FOOT WIDE PERMANENT EASEMENT FOR
 WATERLINE DESCRIBED AS FOLLOWS:
 THE WEST 10 FEET OF LOT 15, BLOCK ONE,
 LIGHTHOUSE POINT ADDITION, ALL IN THE
 CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA,
 CONTAINING 0.03 ACRES, MORE OR LESS.

TEMPORARY EASEMENT
 A 40 FOOT WIDE TEMPORARY EASEMENT FOR
 CONSTRUCTION DESCRIBED AS FOLLOWS:
 THE EAST 40 FEET OF THE WEST 50 FEET OF
 LOT 15, BLOCK ONE, LIGHTHOUSE POINT ADDITION,
 ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY,
 NEBRASKA, CONTAINING 0.12 ACRES, MORE OR LESS.



PERMANENT EASEMENT

A 20 FOOT WIDE PERMANENT EASEMENT FOR SANITARY SEWER DESCRIBED AS FOLLOWS: THE WEST 20 FEET OF LOT 19, BLOCK ONE, LIGHTHOUSE POINT ADDITION, AS IT ABUTS LOT 16 AND LOT 18, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.14 ACRES, MORE OR LESS.



LOT 19, BLOCK ONE
LIGHTHOUSE POINT
ADDITION

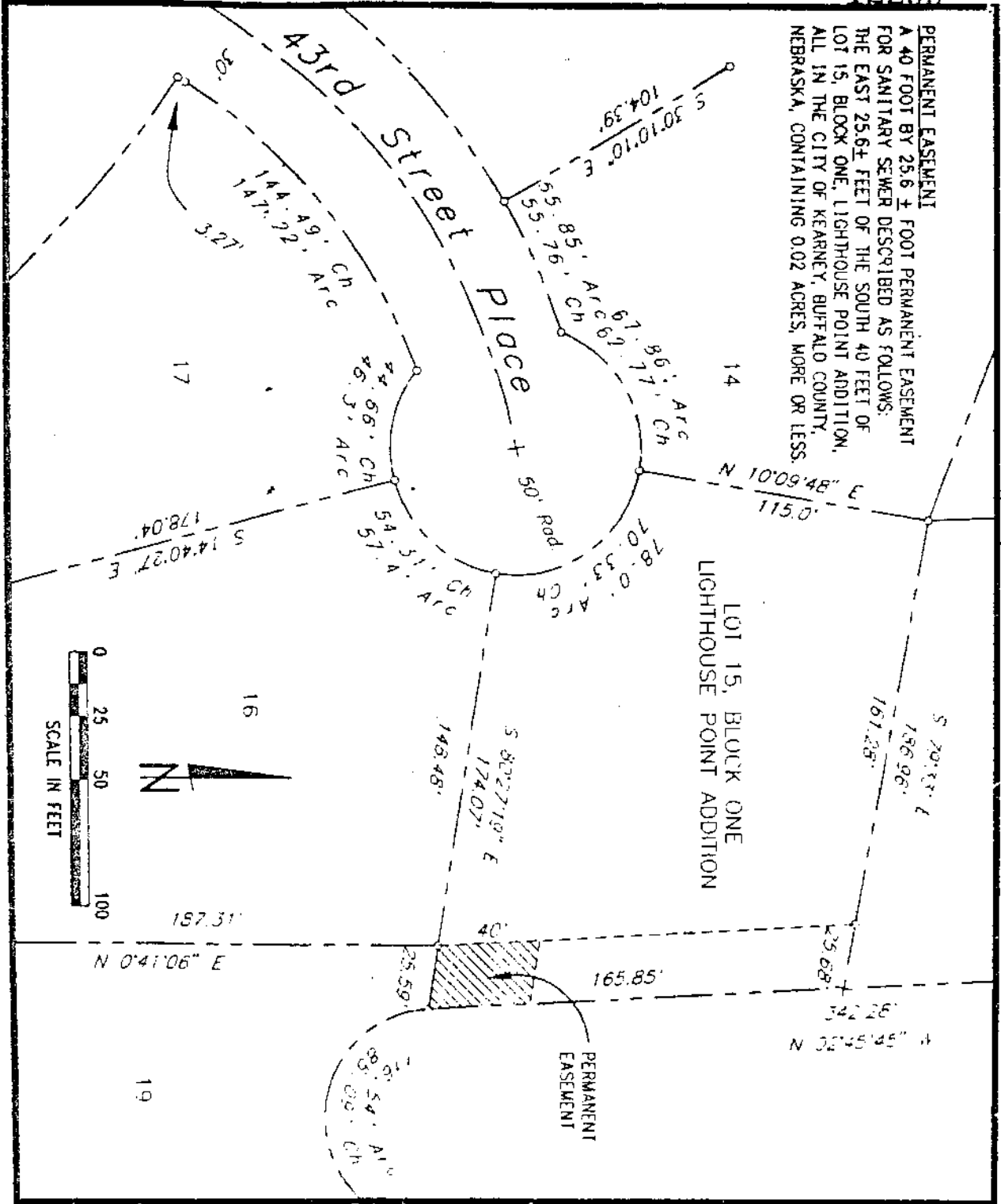
PERMANENT EASEMENT

Lone

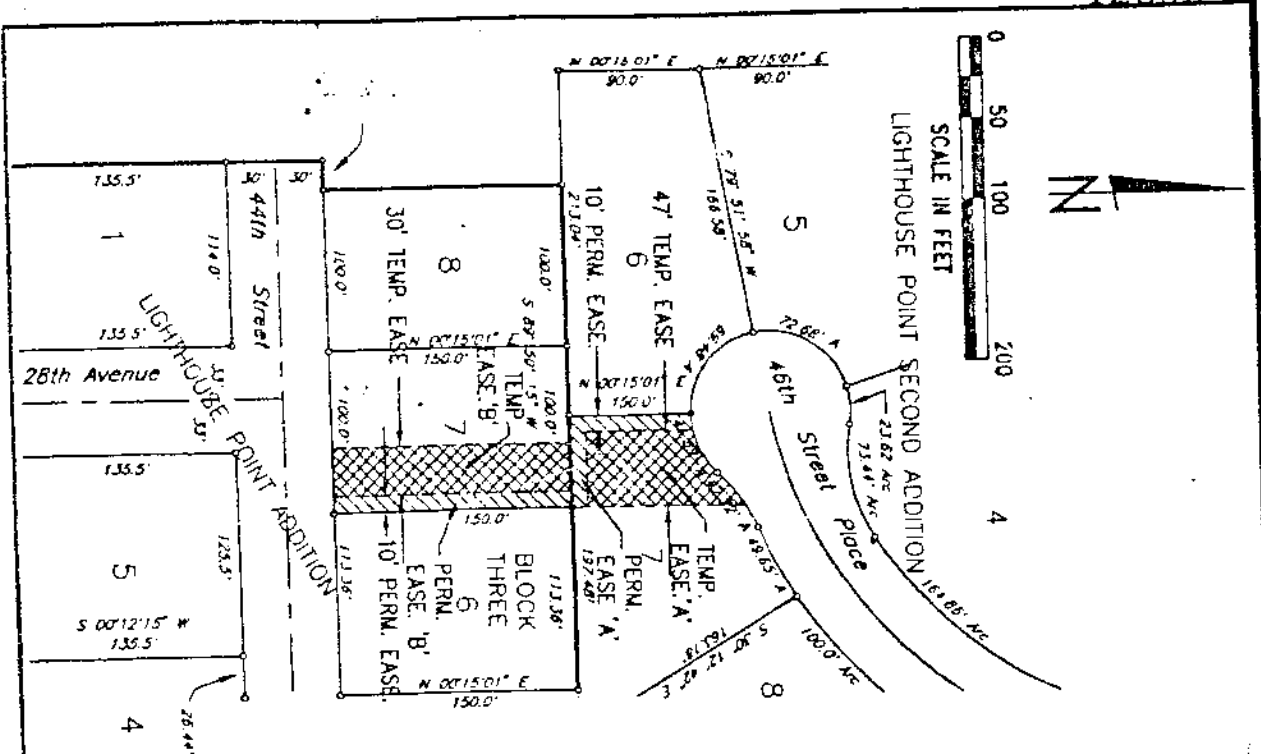
Club

Country

42nd Street



PERMANENT EASEMENT
 A 40 FOOT BY 25.6 ± FOOT PERMANENT EASEMENT FOR SANITARY SEWER DESCRIBED AS FOLLOWS: THE EAST 25.6± FEET OF THE SOUTH 40 FEET OF LOT 15, BLOCK ONE, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.02 ACRES, MORE OR LESS.



PERMANENT EASEMENT 'A'
 A 10 FOOT WIDE PERMANENT EASEMENT FOR WATERLINE DESCRIBED AS FOLLOWS:
 THE WEST 10 FEET OF LOT 7, LIGHTHOUSE POINT SECOND ADDITION, ALONG WITH THE SOUTH 10 FEET OF THE WEST 56.96 FEET OF LOT 7, LIGHTHOUSE POINT SECOND ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.03 ACRES, MORE OR LESS.

TEMPORARY EASEMENT 'A'
 A 47 FOOT WIDE TEMPORARY EASEMENT FOR CONSTRUCTION DESCRIBED AS FOLLOWS:
 THE EAST 47 FEET OF THE WEST 57 FEET OF LOT 7, LIGHTHOUSE POINT SECOND ADDITION, EXCEPTING THE SOUTH 10 FEET THEREOF, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.09 ACRES, MORE OR LESS.

PERMANENT EASEMENT 'B'
 A 10 FOOT WIDE PERMANENT EASEMENT FOR WATERLINE DESCRIBED AS FOLLOWS:
 THE EAST 10 FEET OF LOT 7, BLOCK THREE, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.03 ACRES, MORE OR LESS.

TEMPORARY EASEMENT 'B'
 A 30 FOOT WIDE TEMPORARY EASEMENT FOR CONSTRUCTION DESCRIBED AS FOLLOWS:
 THE WEST 30 FEET OF THE EAST 40 FEET OF LOT 7, BLOCK THREE, LIGHTHOUSE POINT ADDITION, ALL IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA, CONTAINING 0.10 ACRES, MORE OR LESS.

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 thru 12300*

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