BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

APPROVE FINAL PLAT – 370 Storage

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board of Commissioners (County Board); and,

WHEREAS, the County Board has the authority to adopt Subdivision Regulations, which shall have the force and effect of law pursuant to Neb. Rev. Stat. 23-374 (Reissue 2012); and,

WHEREAS, said Subdivision Regulations require the County Board to approve applications for final plats; and

WHEREAS, the applicant, Geoff McGregor applied for approval of a final plat of a subdivision generally located along the east side of Sapp Brothers Drive, approximately 650 feet north of Highway 370 and legally described as follows:

Lot 1, Riffel's First, a subdivision located in the SE ¼ of Section 27, and also Tax Lots 4A1B, 4D, 9A1 and 15, Tax Lots located in said SE ¼ of Section 27, all located in Township 14N, Range 11E of the 6th P.M., in Sarpy County,Nebraska.

WHEREAS, the Sarpy County Planning Department staff reviewed the application of the final plat of a subdivision to be known as 370 Storage for compliance with the Subdivision Regulations; and

WHEREAS, the Planning Department staff made a recommendation of approval as noted in Exhibit A, attached hereto and incorporated by reference, which Exhibit A includes the Planning Department reports, the aerial map of the subject property and a copy of the final plat of the subdivision to be known as 370 Storage.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this County Board makes the following findings of fact:

I. A public hearing regarding the approval of the final plat was held on August 19, 2014 before the Sarpy County Planning Commission. The Planning Commission provided their recommendation to the County Board.

II. A public hearing regarding the approval of the final plat was held by this County Board.

III. Notice of each of the public hearings described above was published at least ten (10) days prior to each respective public hearing.

IV. The Planning Department staff recommends approval of the final plat.

V. The proposed final plat of a subdivision to be known as 370 Storage is in conformity with the Zoning Regulations, the Subdivision Regulations and the Sarpy County Comprehensive Plan.

BE IT FURTHER RESOLVED THAT the final plat of a subdivision to be known as 370 Storage and as further described in the attached Exhibit A is hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 9th day of September, 2014.

Attest

SEAL

COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

Sarpy County Board Chairman

County Clerk

Kendra Koehler

From: Nicole O'Keefe
Sent: Tuesday, September 09, 2014 2:50 PM
To: Agenda
Cc: Bruce Fountain; Donna Lynam
Subject: Resolution 2014-347 and 2014-348

Deb,

No changes need to be made to the resolution 2014-347 or 2014-348, but I ask that you include this email with your official resolution records for each resolution. Additionally, the issue described below will be addressed by the Planning Department representative during the County Board meeting, so there is no need to print this email for the County Board.

Geoff McGregor, the applicant for the Preliminary and Final Plat of 370 Storage wanted to make it clear in the record that the owner of the property for resolutions 2014-347 and 2014-348 is "McGregor Interests 370 Storage, LLC".

The applicant for the Preliminary and Final Plat of 370 Storage, Geoff McGregor identified himself as both the applicant and the owner on the application documents filed with the Planning Department. The resolution identifies the applicant as Geoff McGregor and does not identify the owner. However, the Planning Department report lists Geoff McGregor as the applicant and the owner, as shown on the application.

The physical copies of the Preliminary and Final plat that are filed with the Register of Deeds lists the owner as McGregor Interests 370 Storage, LLC., with Geoff McGregor, Managing Member as the signatory. The applicant noticed this discrepancy in the ownership and was apparently concerned with the Planning Department report.

This concern surfaced on the day of the County Board meeting and a written update to the Planning Department report was not possible in the short timeframe. Thus, while the matter will be addressed at the meeting, the simplest solution for the written record would be to submit this email as part of the resolution records. Please include this email as part of the record of resolutions 2014-347 and 2014-348.

Please contact me with any questions.

Regards,

Nicole L. O'Keefe
Deputy Sarpy County Attorney
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-2230
Fax: 402-593-4359

This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you received this in error, please reply immediately to the sender and delete this message. Thank you.

Sarpy County Board of Commissioners
Exhibit "A"
Planning Department Report
County Board Meeting Date: September 9, 2014

Subject	Type	By
Applications related to property generally located approximately 650 feet north of Highway 370 on the east side of Sapp Brothers Drive	Public Hearings & Resolutions	Donna Lynam, CFM Assistant Director Planning & Building Dept.

- **Summary and Purpose of Requests:**
  - These applications are requesting approval of a Preliminary and Final Plat of a subdivision to be known as 370 Storage.
- **Background and Analysis:**
  - The detailed staff reports on these applications were presented to the Planning Commission at their August 19, 2014 meeting and are attached for your information and review.
  - This plat is consolidating an existing platted parcel known as Lot 1 Riffel's First and several smaller tax lots into a one lot subdivision.
  - The current platted parcel is improved with a convenience storage facility and outdoor storage. The applicant proposes to improve the existing structures with some building upgrades and landscaping.
  - Several new buildings will take the place of the existing outdoor storage.
  - The applicant submitted an application to the Board of Adjustment for a variance of the side yard setback requirements and the landscape requirements for the improved portion of the property. The BOA granted the variance request.
  - The proposed subdivision meets the requirements of the Sarpy County Subdivision Regulations.
- **Staff Recommendation:**
  - Staff recommends **APPROVAL** of the Preliminary Plat of a subdivision to be known as 370 Storage as it meets requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations.
  - Staff recommends **APPROVAL** of the Final Plat of a subdivision to be known as 370 Storage as it meets requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations.
- **Planning Commission Recommendation:**
  - On August 19, 2014 the Planning Commission voted to recommend **APPROVAL** of the Preliminary and Final Plat for 370 Storage.

MOTION: Huddleston moved, seconded by Malmquist, to approve the proposed Preliminary Plat of a subdivision to be known as 370 Storage. This recommendation is made as the Preliminary Plat meets the requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations. **Ballot:** *Ayes – Lichter, Huddleston, Davis, Ackley, Whitfield, Christianson, Malmquist, Fenster, Torczon and Farrell. Nays: None. Abstain: None. Absent: Bliss.* **Motion carried.**

MOTION: Huddleston moved, seconded by Malmquist, to approve the proposed Final Plat of a subdivision to be known as 370 Storage. This recommendation is made as the Final Plat meets the requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations. **Ballot:** *Ayes – Lichter, Huddleston, Davis, Ackley, Whitfield, Christianson, Malmquist, Fenster, Torczon and Farrell. Nays: None. Abstain: None. Absent: Bliss.* **Motion carried.**

SARPY COUNTY PLANNING
& BUILDING DEPARTMENT

RECOMMENDATION REPORT

PRELIMINARY PLAT (PP 14-0008)
FINAL PLAT (FP 14-0009)

APPLICANT: GEOFF MCGREGOR
370 STORAGE

PLANNING COMMISSION HEARING OF: AUGUST 19, 2014

I. GENERAL INFORMATION

A. APPLICANT:
Geoff McGregor
11750 Stonegate Circle
Omaha NE 68164

B. PROPERTY OWNERS:
Geoff McGregor
11750 Stonegate Circle
Omaha NE 68164

C. SUBJECT PROPERTY LOCATION: Subject property is located along the east side Sapp Brothers Drive, approximately 650 feet north of Highway 370.

D. LEGAL DESCRIPTION: Lot 1, Riffel's First, a subdivision located in the SE ¼ of Section 27, and also Tax Lots 4A1B, 4D, 9A1 and 15, Tax Lots located in said SE ¼ of Section 27, all located in Township 14N, Range 11E of the 6th P.M., in Sarpy County, Nebraska.

E. SUBJECT PROPERTY SIZE: approximately 3.141 acres

F. EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS:
- Future Land Use Designations: Business Park
- Zoning: IL (Light Industrial) with Highway Corridor Overlay District

G. REQUESTED ACTION(S): To approve a Preliminary and Final Plat for a proposed one lot subdivision to be known as 370 Storage consolidating parcels to allow for upgrades and expansion to existing convenience storage facility.

A. EXISTING CONDITION OF SITE: Northern parcel is improved with two buildings leased as convenience storage units with a limited amount of outdoor storage. Remaining property unimproved.

B. GENERAL VICINITY AND LAND USE
- North: Various light industrial uses including warehouse/distribution facilities.
- East: Interstate 80
- South: BHS zoned property; proposed auto repair and existing commercial buildings being used as office space for contractor and others.

C. UTILITY INFORMATION:

- Water – served by MUD
- Sewer – served by Sarpy County
- Natural Gas – served by MUD
- Electric – served by OPPD

D. APPLICABLE REGULATIONS:

- Sarpy County Comprehensive Development Plan
- Sarpy County Zoning Regulations: Section 23, IL – (Light Industrial)
- Sarpy County Subdivision Regulations

III. ANALYSIS / STAFF COMMENTS

A. COMPREHENSIVE PLAN:

- The Comprehensive Plan designates the area as Business Park. The proposed zoning and use are consistent with that designation.

B. TRAFFIC AND ACCESS:

- Access to the proposed development will be from Sapp Brothers Drive.

C. GENERAL COMMENTS:

- **Preliminary/Final Plat**
  - The proposed subdivision is in compliance with the Sarpy County Subdivision Regulations.
  - A Post Construction Stormwater Management Plan must be submitted to the County and approved prior to the issuance any grading or construction permits.
  - Sanitary Sewer connection fees must be paid prior to recording the plat with the County Recorder of Deeds Office.
  - Papillion Creek Watershed Management fees are applicable and must be paid at the time of issuance of a building permit.
- **Change of Zone**
  - The Highway Corridor Overlay District designation will remain in place which will require higher quality building materials, landscaping and screening of any new development.

IV. OTHER AGENCY REVIEW/COMMENTS:

The application was sent to area jurisdictional agencies or departments within Sarpy County that may have an interest in the proposed project. All responses received indicated no comments or objections to the application.

V. PLANNING DEPARTMENT RECOMMENDATIONS:

- Staff recommends **APPROVAL** of the proposed preliminary plat of a commercial subdivision to be known as 370 Storage. Staff makes this recommendation as the Preliminary Plat, meets requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations.
- Staff recommends **APPROVAL** of the proposed final plat of a commercial subdivision to be known as 370 Storage. Staff makes this recommendation as the Final Plat, meets requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations.

VI. PLANNING COMMISSION RECOMMENDATION:

MOTION: Huddleston moved, seconded by Malmquist, to approve the proposed Preliminary Plat of a subdivision to be known as 370 Storage. This recommendation is made as the Preliminary Plat meets the requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations. **Ballot:** *Ayes – Lichter, Huddleston, Davis, Ackley, Whitfield, Christianson, Malmquist, Fenster, Torczon and Farrell. Nays: None. Abstain: None. Absent: Bliss.* **Motion carried.**

MOTION: Huddleston moved, seconded by Malmquist, to approve the proposed Final Plat of a subdivision to be known as 370 Storage. This recommendation is made as the Final Plat meets the requirements of the Sarpy County Comprehensive Development Plan, Zoning Regulations, and Subdivision Regulations. **Ballot:** *Ayes – Lichter, Huddleston, Davis, Ackley, Whitfield, Christianson, Malmquist, Fenster, Torczon and Farrell. Nays: None. Abstain: None. Absent: Bliss.* **Motion carried.**

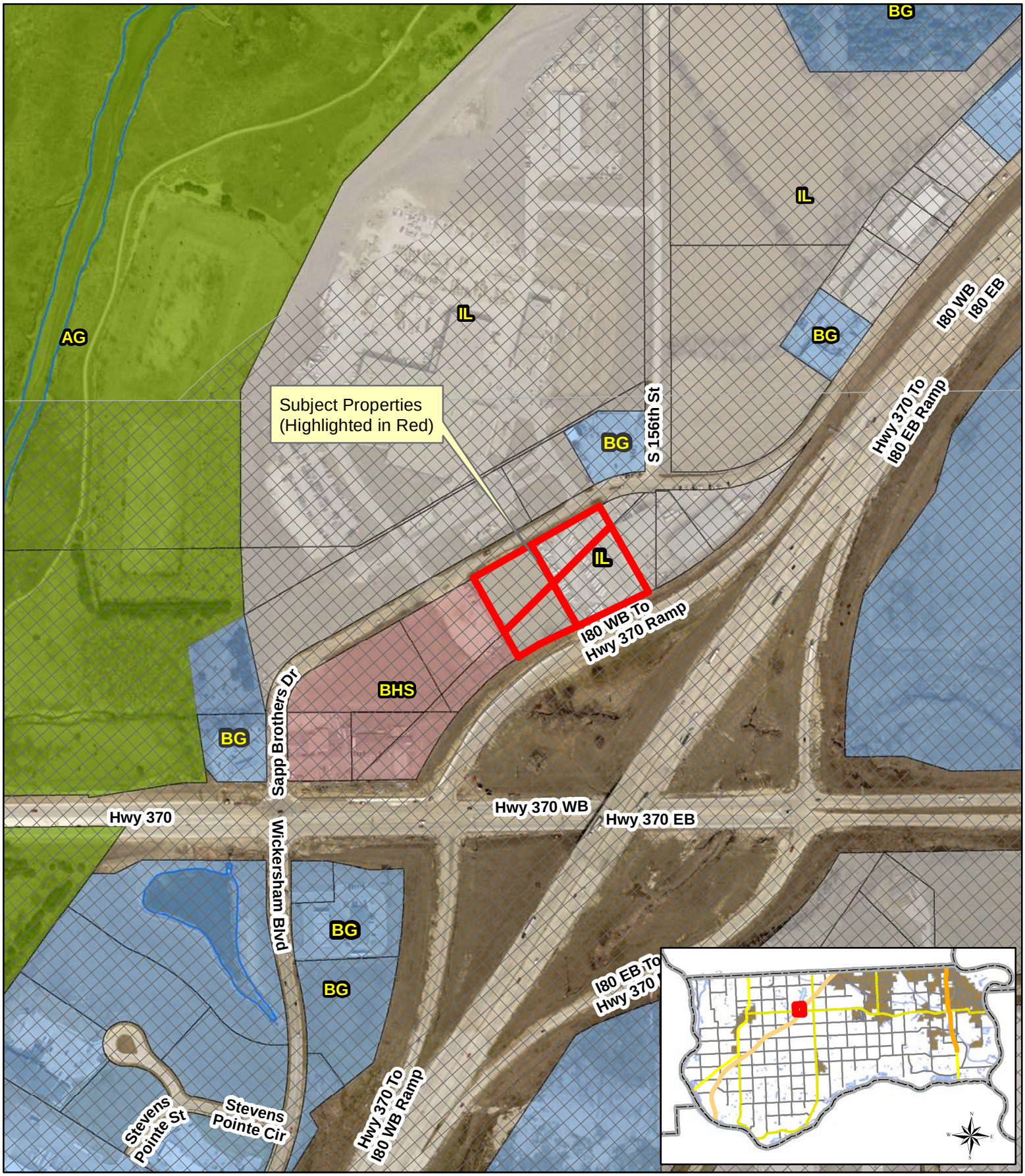
VII. ATTACHMENTS TO REPORT:

1. Current Zoning Map (showing subject property area)
2. Current Development Structure Plan – Figure 5.1 of Comprehensive Plan (showing subject property area)
3. Preliminary Plat Application
4. Proposed Preliminary Plat as submitted
5. Final Plat Application
6. Proposed Final Plat as submitted

VIII. COPIES OF REPORT SENT TO:

1. Geoff McGregor(applicant)
2. Public Upon Request

Report prepared by: Donna Lynam, Assistant Director, Planning & Building Department
Reviewed, edited & approved by: Bruce Fountain, Director – Planning & Building Dept.



Vicinity Map - Current Zoning

Sarpy Highway Corridor Overlay

Parcel #'s 010981993, 011591729, 011591732, 011136774

370 Storage

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W
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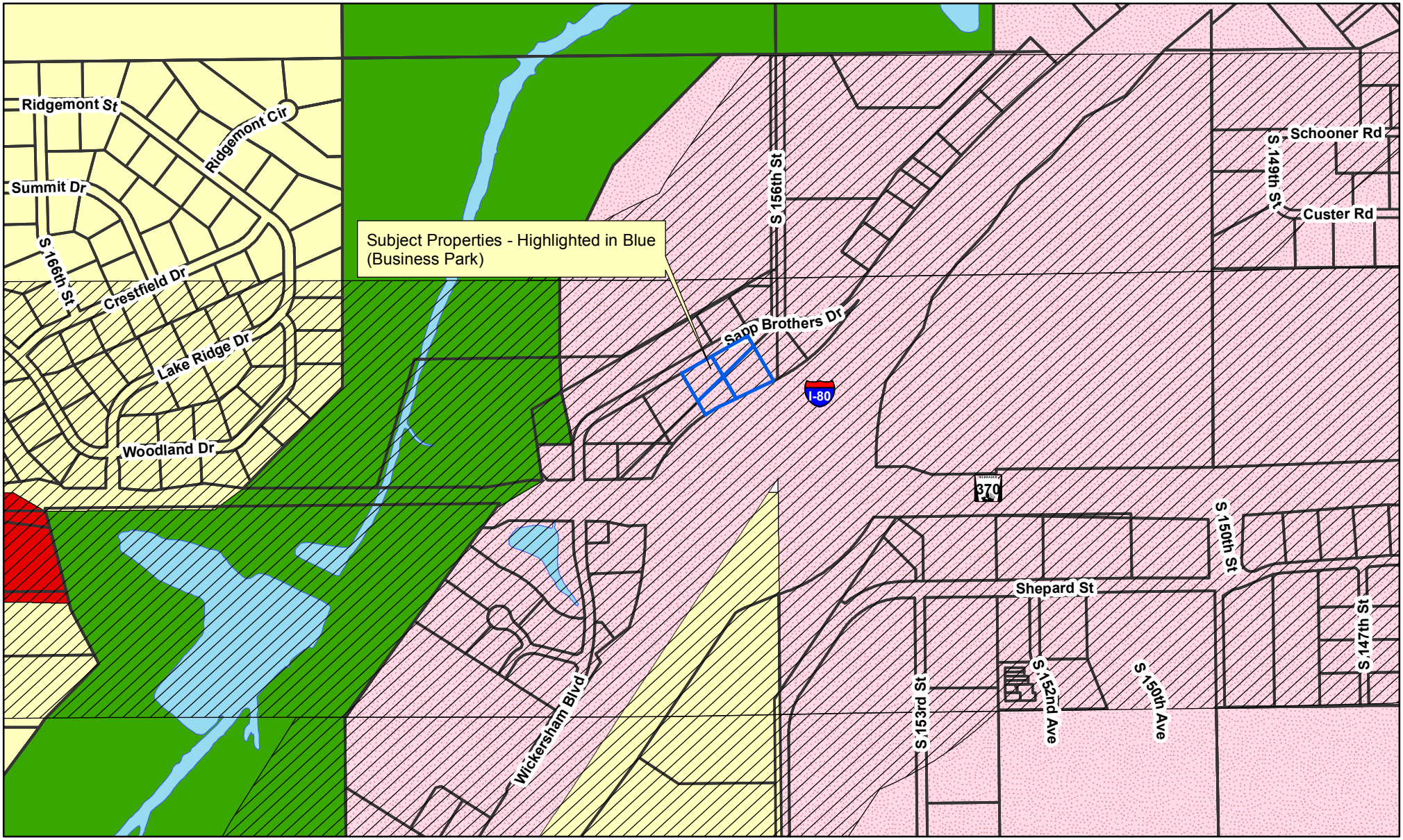


Current FLU - Sarpy Co

0 0.075 0.15 0.3Miles

370 Storage

Comprehensive Development Plan
Figure 5.1: Development Structure Plan
Sarpy County, Nebraska

Legend

ZoningDistrict
- ZoningDistrict
- Highway Corridor Overlay

Land Use Proposed
- Bellevue Future Growth
- Business Park
- Civic
- Conservation Residential
- Estate Residential
- Greenway
- Industrial
- Light Industrial/Storage
- Long Term Residential Growth
- Mixed Use
- Mixed Use Center
- New Richfield Village
- Park/School Site
- Pflug Interchange Development
- Residential - Community Systems
- Urban Residential
- Urban Residential II
- Cross County Arterial
- City Limit
- City ETJ

Amended 3-07-2012

sarpy county GIS

SARPY COUNTY PLANNING & BUILDING DEPT.

1210 GOLDEN GATE DRIVE, #1240
PAPILLION, NE 68046
PHONE: 402-593-1555 FAX: 402-593-1558
E-MAIL: PLANNING@SARPY.COM

PRELIMINARY PLAT APPLICATION

In order for your application to be considered **COMPLETE**, please answer all applicable questions and provide the following:

1. Completed Preliminary Plat Application
2. Non-Refundable Fee of $ 1010 made payable to Sarpy County
3. Two (2) full sized, folded plat drawings
4. One (1) reduced size site plan drawing (8.5 x 11)
5. One (1) electronic copy of the plat drawing in PDF form
6. One (1) electronic copy in autoCAD format as required by the County GIS Section (for subdivisions of 20+ lots)
7. **Please review Sections 5 and 6 of the Sarpy County Subdivision Regulations for a complete list of Preliminary Plat process and submittal requirements.**

APPLICATION FILING FEES – see Sarpy County Master Fee Schedule for the Planning and Building Department

PLANNING STAFF USE ONLY:

APPLICATION #: PP 14-0008

DATE RECEIVED: 8-4-2014

CP DESIGNATION: Business Park

CURRENT ZONING DESIGNATION: IL with Highway Corridor District Overlay

PROPOSED ZONING DESIGNATION:

APPLICATION FEE: $ 1010 RECEIPT NO. 2388 - $200.00 2390 -

RECEIVED BY: KJ

NOTES:

APPLICANT INFORMATION:

NAME: Geoff McGregor E-MAIL: geoff@mcgregorint.com

ADDRESS: 11750 Stonegate Circle CITY/STATE/ZIP: omaha, NE 68164

MAILING ADDRESS: (IF DIFFERENT) CITY/STATE/ZIP:

PHONE: FAX:

PROPERTY OWNER INFORMATION: **(If multiple owners, please attach separate sheet)**

NAME: Same as applicant E-MAIL:

ADDRESS: CITY/STATE/ZIP:

MAILING ADDRESS: (IF DIFFERENT) CITY/STATE/ZIP:

PHONE: FAX:

ENGINEERING/SURVEYING PROFESSIONAL'S INFORMATION:

NAME: E & A Consultig Group Inc. (Jason Thiellen) E-MAIL: jthiellen@eacg.com

ADDRESS: 330 No 117th St. CITY/STATE/ZIP: Omaha, NE 68154

MAILING ADDRESS: (IF DIFFERENT) CITY/STATE/ZIP:

PHONE: 402.895.4700 FAX: 402.895.3599

PROJECT DESCRIPTION: *Describe the project in detail, including physical features of the site, proposed improvements, proposed uses or business, operating hours, number of employees, anticipated customers, etc. – Attach additional sheets if necessary.*
PLEASE NOTE: *A detailed project description is essential to the reviewing process of this request.*

Lot line consolidation

PLAT INFORMATION: *Complete each section in its entirety. If a question is not applicable to your project, please indicate this to show that each question has been carefully considered.*

PLAT NAME: 370 STORAGE

ASSESSOR'S PARCEL NUMBER: 010981993 **ADDITIONAL PARCEL NUMBERS** 011591729, 011591732, 011136774

GENERAL LOCATION: 10921 Sapp Brothers Dr
(example 189th & Giles Rd)

LEGAL DESCRIPTION: *(Describe property to wit:)* See attached sheet

SIZE OF PROPERTY: _____ *acres* **CURRENT ZONING:** IL **REQUESTED ZONING:** _____

SOURCE OF UTILITY SERVICES: **Water -** MUD **Sewer -** SARPY COUNTY
Gas - BLACK HILLS ENERGY **Electric -** OPPD

ADDITIONAL INFORMATION: *Please use this space to provide any other information you feel is appropriate for Sarpy County to consider during review of your application. Attach extra sheets if necessary.*

PLEASE NOTE THE FOLLOWING PROCEDURES:

1. **The Planning Department will review the application material along with other appropriate departments and/or agencies and provide a recommendation report to the Planning Commission and County Board.**
2. **The Planning Commission will hold a public hearing and make a recommendation to the County Board.**
3. **The County Board will hold a public hearing and make a final decision on the Preliminary Plat application.**
4. **All necessary agreements/drawings are to be recorded with the Sarpy County Register of Deeds, the cost of which will be borne by the applicant or the property owner.**
5. **If a Change of Zoning application is applied for concurrently with the Preliminary Plat, the conditional approval of the plat also allows for conditional approval of the rezoning request; however, the rezoning does NOT become official until the Final Plat is approved and filed with the Register of Deeds office.**

The applicant (or authorized agent) has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant Signature — Date: 8-4-14

I, the undersigned, understand a sign will be posted on my property and will remain until the public hearing process at the Planning Commission and County Board is complete. I further understand the Preliminary Plat process as stated above and I authorize Sarpy County staff to enter the property for inspection related to the specific request during this process.

Owner Signature (or authorized agent) — Date: 8-4-14

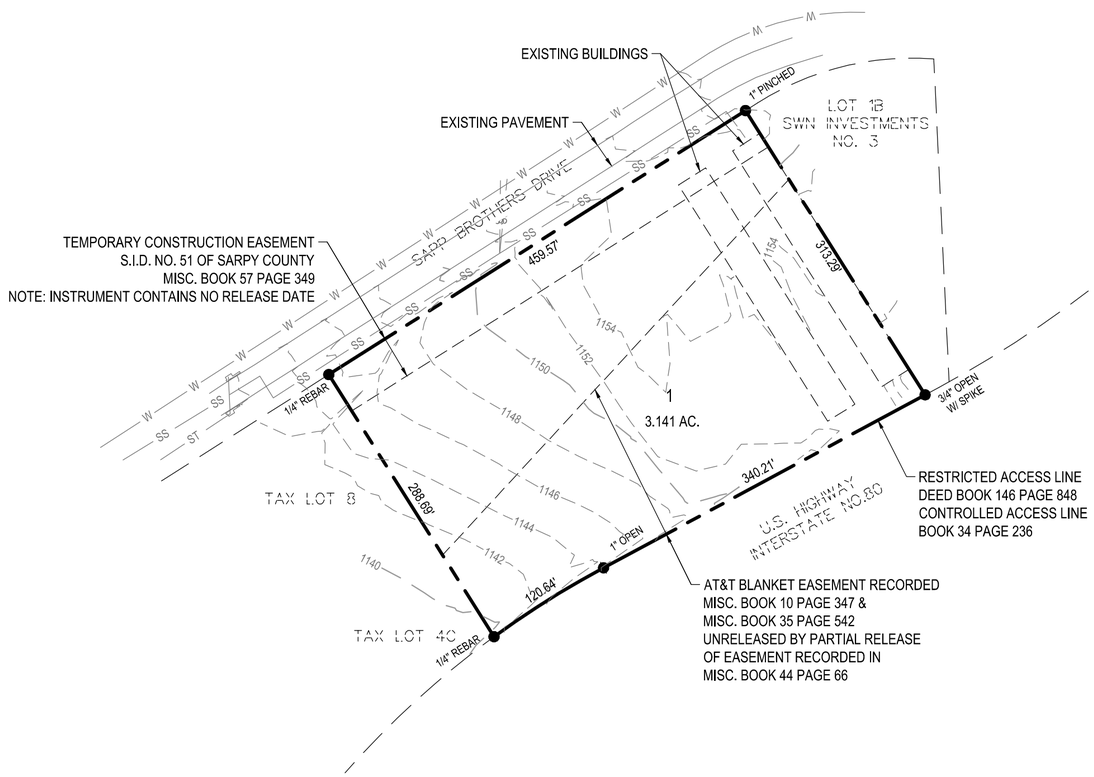
Owner Signature (or authorized agent) — Date

LEGAL DESCRIPTION

BEING A REPLAT OF LOT 1, RIFFEL'S FIRST, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 27, AND ALSO TAX LOTS 4A1B, 4D, 9A1 AND 15, TAX LOTS LOCATED IN SAID SE1/4 OF SECTION 27, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID LOT 1, RIFFEL'S SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1B, SWN INVESTMENTS #3, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 27, AND ALSO THE SW1/4 OF SECTION 26, SAID IN TOWNSHIP 14 NORTH, RANGE 11 EAST, AND ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE; THENCE S32°17'50"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 1, RIFFEL'S FIRST, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1B, SWN INVESTMENTS #3, A DISTANCE OF 313.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, RIFFEL'S FIRST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1B, SWN INVESTMENTS #3, AND ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80; THENCE S61°44'01"W ALONG THE SOUTH LINE OF SAID LOTS 1, RIFFEL'S FIRST AND TAX LOT 4A1B, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80, A DISTANCE OF 340.21 FEET; THENCE SOUTHWEST ALONG SAID SOUTH LINE OF TAX LOT 4A1B, SAID LINE ALSO BEING THE SOUTH LINE OF SAID TAX LOT 4D, AND ALSO SAID NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80 ON A CURVE TO THE LEFT WITH A RADIUS OF 864.65 FEET, A DISTANCE OF 120.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S57°49'34"W, A DISTANCE OF 120.54 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT, 4D, SAID POINT ALSO BEING THE SOUTHEAST CORNER TAX LOT 4C, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 27; THENCE N32°13'46"W ALONG THE WESTERLY LINE OF SAID TAX LOTS 4D AND 15, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 4C, AND THE EASTERLY LINE OF TAX LOT 8, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 27, A DISTANCE OF 288.69 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 15, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 8, AND ALSO ON SAID SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE; THENCE N57°38'56"E ALONG THE NORTH LINE OF SAID TAX LOTS 15 AND 9A1, AND ALSO THE NORTH LINE OF SAID LOT 1, RIFFEL'S FIRST, AND ALSO SAID SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE, A DISTANCE OF 459.57 FEET TO THE POINT OF BEGINNING.

SAID TACT OF LAND CONTAINS AN AREA OF 136,811 SQUARE FEET OR 3.141 ACRES, MORE OR LESS.

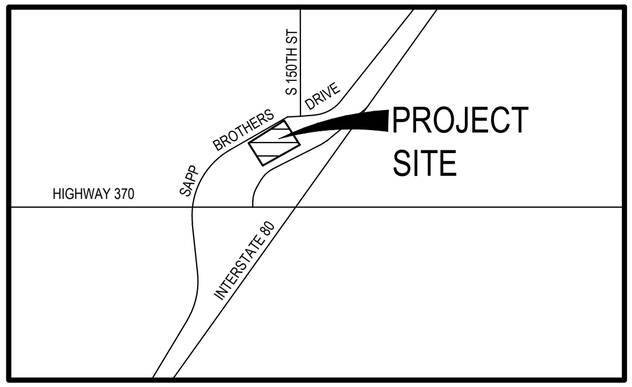


100 0 100

1 inch = 100 ft.

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENTS
- EXIST. PROPERTY LINES
- EXIST. BUILDINGS
- 1120 EXIST. MAJOR CONTOURS
- 1122 EXIST. MINOR CONTOURS
- W EXIST. WATER LINE
- ST EXIST. STORM SEWER
- SS EXIST. SANITARY SEWER



VICINITY MAP

LEGAL DESCRIPTION

BEING A REPLAT OF LOT 1, RIFFEL'S FIRST, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 27, AND ALSO TAX LOTS 4A1B, 4D, 9A1 AND 15, TAX LOTS LOCATED IN SAID SE1/4 OF SECTION 27, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA .

CONTAINING AN AREA OF 3.141 ACRES, MORE OR LESS.

DEVELOPER

MCGREGOR INTERESTS 370 STORAGE, LLC
11750 STONEGATE CIRCLE
OMAHA, NE. 68164

ZONING:

EXISTING IL
PROPOSED: IL

NOTES:

1. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO INTERSTATE NO. 80 FROM LOT 1.

Proj No:	P2013.619.001
Date:	06/05/2014
Designed By:	JMT
Drawn By:	TRF3
Scale:	1"=100'
Sheet:	1 of 1

Revisions

No	Date	Description
	Date	Description

PRELIMINARY PLAT

370 STORAGE
SARPY COUNTY, NEBRASKA

Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

SARPY COUNTY PLANNING & BUILDING DEPT.

1210 GOLDEN GATE DRIVE, #1240
PAPILLION, NE 68046
PHONE: 402-593-1555 FAX: 402-593-1558
E-MAIL: PLANNING@SARPY.COM

FINAL PLAT APPLICATION

In order for your application to be considered **COMPLETE**, please answer all applicable questions and provide the following:

1. Submit complete Final Plat Application
2. Submit Non-Refundable Fee of $ 510 made payable to Sarpy County
3. Two (2) full sized, folded plat drawings
4. One (1) reduced size site plan drawing (8.5 x 11)
5. One (1) electronic copy of the plat drawing in PDF form
6. One (1) electronic copy in autoCAD format as required by the County GIS Section (for subdivisions of 20+ lots)
7. **Please review Sections 7 and 8 of the Sarpy County Subdivision Regulations for a complete list of Final Plat process and submittal requirements.**

APPLICATION FILING FEES – see Sarpy County Master Fee Schedule for the Planning and Building Department

PLANNING STAFF USE ONLY:

APPLICATION #: FP 14-0009

DATE RECEIVED: 8-4-2014

CP DESIGNATION: Business Park

CURRENT ZONING DESIGNATION: IL with Highway Corridor District Overlay

PROPOSED ZONING DESIGNATION:

APPLICATION FEE: $ 510 **RECEIPT NO.** 2390

RECEIVED BY:

NOTES:

APPLICANT INFORMATION:

NAME: Geoff McGregor E-MAIL: geoff@mcgregorint.com

ADDRESS: 11750 Stonegate Circle CITY/STATE/ZIP: omaha, NE 68164

MAILING ADDRESS: (IF DIFFERENT) CITY/STATE/ZIP:

PHONE: 402.334.2123 FAX: 402.334.8079

PROPERTY OWNER INFORMATION: **(If multiple owners, please attach separate sheet)**

NAME: Same as applicant E-MAIL:

ADDRESS: CITY/STATE/ZIP:

MAILING ADDRESS: (IF DIFFERENT) CITY/STATE/ZIP:

PHONE: FAX:

ENGINEERING/SURVEYING PROFESSIONAL'S INFORMATION:

NAME: E & A Consultig Group Inc. (Jason Thiellen) E-MAIL: jthiellen@eacg.com

ADDRESS: 330 No 117th St. CITY/STATE/ZIP: Omaha, NE 68154

MAILING ADDRESS: (IF DIFFERENT) CITY/STATE/ZIP:

PHONE: 402.895.4700 FAX: 402.895.3599

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PLEASE NOTE: *A detailed project description is essential to the reviewing process of this request.*

Lot line consolidation

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ASSESSOR'S PARCEL NUMBER: 010981993 **ADDITIONAL PARCEL NUMBERS** 011591729, 011591732,011136774

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(example 189th & Giles Rd)

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SOURCE OF UTILITY SERVICES: **Water -** MUD **Sewer -** SARPY COUNTY
Gas - BLACK HILLS ENERGY **Electric -** OPPD

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2. **The Planning Commission will hold a public hearing and make a recommendation to the County Board.**
3. **The County Board will hold a public hearing and make a final decision on the Final Plat application.**
4. **All necessary agreements/drawings are to be recorded with the Sarpy County Register of Deeds, the cost of which will be borne by the applicant or the property owner.**
5. **Upon approval of the Final Plat, a certification of approval by the Board shall be endorsed thereon by the County Clerk, and eight (8) copies of the Final Plat shall be filed with the Register of Deeds office within 90 days. (3 mylar and 5 paper copies with signatures).**
6. **If a Change of Zoning application is applied for concurrently with the Preliminary Plat or Final Plat, the conditional approval of the plat also allows for conditional approval of the rezoning request, however, the rezoning does NOT become official until the Final Plat is approved and filed with the Register of Deeds office.**

The applicant (or authorized agent) has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant Signature — Date: 8-4-14

I, the undersigned, understand a sign will be posted on my property and will remain until the public hearing process of the Planning Commission and County Board is complete. I further understand the Final Plat process as stated above and I authorize Sarpy County staff to enter the property for inspection related to the specific request during this process.

Owner Signature (or authorized agent) — Date: 8-4-14

Owner Signature (or authorized agent) — Date

LEGAL DESCRIPTION

BEING A REPLAT OF LOT 1, RIFFEL'S FIRST, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 27, AND ALSO TAX LOTS 4A1B, 4D, 9A1 AND 15, TAX LOTS LOCATED IN SAID SE1/4 OF SECTION 27, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID LOT 1, RIFFEL'S SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1B, SWN INVESTMENTS #3, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 27, AND ALSO THE SW1/4 OF SECTION 26, SAID IN TOWNSHIP 14 NORTH, RANGE 11 EAST, AND ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE; THENCE S32°17'50"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 1, RIFFEL'S FIRST, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1B, SWN INVESTMENTS #3, A DISTANCE OF 313.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, RIFFEL'S FIRST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1B, SWN INVESTMENTS #3, AND ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80; THENCE S61°44'01"W ALONG THE SOUTH LINE OF SAID LOTS 1, RIFFEL'S FIRST AND TAX LOT 4A1B, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80, A DISTANCE OF 340.21 FEET; THENCE SOUTHWEST ALONG SAID SOUTH LINE OF TAX LOT 4A1B, SAID LINE ALSO BEING THE SOUTH LINE OF SAID TAX LOT 4D, AND ALSO SAID NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80 ON A CURVE TO THE LEFT WITH A RADIUS OF 864.65 FEET, A DISTANCE OF 120.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S57°49'34"W, A DISTANCE OF 120.54 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT, 4D, SAID POINT ALSO BEING THE SOUTHEAST CORNER TAX LOT 4C, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 27; THENCE N32°13'46"W ALONG THE WESTERLY LINE OF SAID TAX LOTS 4D AND 15, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 4C, AND THE EASTERLY LINE OF TAX LOT 8, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 27, A DISTANCE OF 288.69 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 15, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 8, AND ALSO ON SAID SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE; THENCE N57°38'56"E ALONG THE NORTH LINE OF SAID TAX LOTS 15 AND 9A1, AND ALSO THE NORTH LINE OF SAID LOT 1, RIFFEL'S FIRST, AND ALSO SAID SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE, A DISTANCE OF 459.57 FEET TO THE POINT OF BEGINNING.

SAID TACT OF LAND CONTAINS AN AREA OF 136,811 SQUARE FEET OR 3.141 ACRES, MORE OR LESS.

370 STORAGE

LOT 1

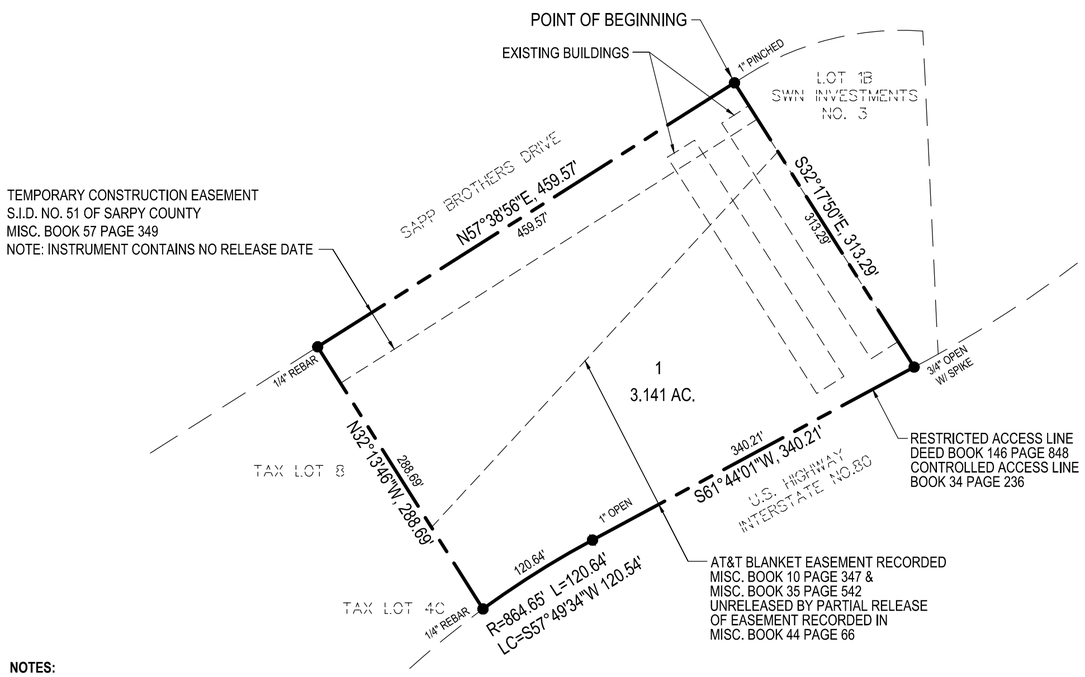
LEGAL DESCRIPTION

BEING A REPLAT OF LOT 1, RIFFEL'S FIRST, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 27, AND ALSO TAX LOTS 4A1B, 4D, 9A1 AND 15, TAX LOTS LOCATED IN SAID SE1/4 OF SECTION 27, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID LOT 1, RIFFEL'S FIRST SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1B, SWN INVESTMENTS #3, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 27, AND ALSO THE SW1/4 OF SECTION 26, SAID IN TOWNSHIP 14 NORTH, RANGE 11 EAST, AND ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE; THENCE S32°17'50"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 1, RIFFEL'S FIRST, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1B, SWN INVESTMENTS #3, A DISTANCE OF 313.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, RIFFEL'S FIRST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1B, SWN INVESTMENTS #3, AND ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80; THENCE S61°44'01"W ALONG THE SOUTH LINE OF SAID LOTS 1, RIFFEL'S FIRST AND TAX LOT 4A1B, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80, A DISTANCE OF 340.21 FEET; THENCE SOUTHWEST ALONG SAID SOUTH LINE OF TAX LOT 4A1B, SAID LINE ALSO BEING THE SOUTH LINE OF SAID TAX LOT 4D, AND ALSO SAID NORTHERLY RIGHT-OF-WAY LINE OF US INTERSTATE HIGHWAY NO. 80 ON A CURVE TO THE LEFT WITH A RADIUS OF 864.65 FEET, A DISTANCE OF 120.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S57°49'34"W, A DISTANCE OF 120.54 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT, 4D, SAID POINT ALSO BEING THE SOUTHEAST CORNER TAX LOT 4C, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 27; THENCE N32°13'46"W ALONG THE WESTERLY LINE OF SAID TAX LOTS 4D AND 15, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 4C, AND THE EASTERLY LINE OF TAX LOT 8, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 27, A DISTANCE OF 288.69 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 15, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 8, AND ALSO ON SAID SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE; THENCE N57°38'56"E ALONG THE NORTH LINE OF SAID TAX LOTS 15 AND 9A1, AND ALSO THE NORTH LINE OF SAID LOT 1, RIFFEL'S FIRST, AND ALSO SAID SOUTHERLY RIGHT OF WAY LINE OF SAPP BROTHERS DRIVE, A DISTANCE OF 459.57 FEET TO THE POINT OF BEGINNING.

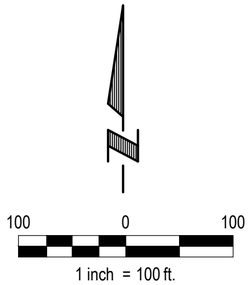
SAID TACT OF LAND CONTAINS AN AREA OF 136,811 SQUARE FEET OR 3.141 ACRES, MORE OR LESS.

JASON HEADLEY LS 604 DATE



NOTES:

1. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO INTERSTATE NO. 80 FROM LOT 1.



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENTS
- EXIST. PROPERTY LINES
- EXIST. BUILDINGS

SARPY COUNTY PLANNING DIRECTOR APPROVAL

THIS FINAL PLAT OF 370 STORAGE (LOT NUMBERED AS SHOWN) WAS APPROVED BY THE SARPY COUNTY PLANNING DIRECTOR.

SARPY COUNTY PLANNING DIRECTOR DATE

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

SARPY COUNTY TREASURER DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF 370 STORAGE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS

_____ DAY OF _____, 20_____.

COUNTY SURVEYOR / ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, MCGREGOR INTERESTS 370 STORAGE, LLC, THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS 370 STORAGE (LOT TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

MCGREGOR INTERESTS 370 STORAGE, LLC

GEOFF MCGREGOR DATE
MANAGING MEMBER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ON THIS _____DAY OF _____, _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME GEOFF MCGREGOR, MANAGING MEMBER OF MCGREGOR INTERESTS 370 STORAGE,LLC., WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE OWNER'S CERTIFICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC DATE

APPROVAL OF THE SARPY COUNTY BOARD

THIS SUBDIVISION OF 370 STORAGE WAS APPROVED BY THE SARPY COUNTY BOARD.

CHAIRMAN DATE

ATTEST_____
COUNTY CLERK

APPROVAL OF SARPY COUNTY PLANNING COMMISSION

THIS SUBDIVISION OF 370 STORAGE WAS APPROVED BY THE SARPY COUNTY PLANNING COMMISSION.

CHAIRMAN, SARPY COUNTY PLANNING COMMISSION DATE

Proj No:	P2013.619.001
Date:	06/05/2014
Designed By:	JMT
Drawn By:	TRF3
Scale:	1"=100'
Sheet:	1 of 1

Revisions

No	Date	Description

FINAL PLAT

370 STORAGE
SARPY COUNTY, NEBRASKA

Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

File No.: 1131195

EXHIBIT "A"

PARCEL 1: Those parts of the Southeast Quarter (SE¼) of Section 27 and the Southwest Quarter (SW¼) of Section 26, in Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described as follows:

Beginning at a point on the South right-of-way line of a dedicated frontage road, which is North 1,002.00 feet of the Southeast corner of said Section 27; thence East, 160.22 feet, to a point of curve; thence on a curve to the left (having a radius of 421.67 feet, a long chord bearing North 63°14'35" East, a long chord length of 379.68 feet), for an arc distance of 393.84 feet, to a point of tangent, which is on the West right-of-way line of Interstate Highway No. 80; thence along said right-of-way line the following four courses: South 36°30'05" West, 209.42 feet, to a point of curve; thence on a curve to the right (having a radius of 1,034.48 feet, a long chord bearing South 50°27'16" West, a long chord length of 498.88 feet), for an arc distance of 503.85 feet, to a point of tangent; thence South 64°24'27" West, 354.60 feet, to a point of curve; thence on a curve to the left (having a radius of 864.65 feet, a long chord bearing South 61°04'59" West, a long chord length of 100.28 feet), for an arc distance of 100.34 feet; thence North 29°38'21" West, 287.23 feet, to a point on the South right-of-way line of said frontage road; thence along said right-of-way line the following four courses: North 60°21'40" East, 452.65 feet; thence along a curve to the right (having a radius of 269.28 feet, a long chord bearing North 75°10'50" East, a long chord length of 137.75 feet), for an arc distance of 139.30 feet; thence North 8.00 feet; thence East 33.00 feet, to the Point of Beginning (the East line of said Southeast Quarter being assumed North-South in direction);

EXCEPT that part thereof included within the Plat and Dedication of SWN Investments No. 3 recorded August 5, 1980, in Book 7 at Page 127 of the Plat Records of Sarpy County, Nebraska;

AND, EXCEPT that part thereof included within the Plat and Dedication of Riffel's First recorded January 12, 1988, as Instrument No. 88-00349 of the Records of Sarpy County, Nebraska;

NOTE: The above premises is also sometimes described as Tax Lots 9A1 and 4A1B in the Southeast Quarter (SE¼) of Section 27, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska.

PARCEL 2: A tract of land known as Tax Lots 4D and 15 located in the Southeast Quarter (SE¼) of Section 27, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described as follows:

Referring to the Southeast corner of said Section 27; thence due North (assumed bearing), along the East line of the Southeast Quarter of said Section 27, a distance of 994.00 feet, to a point on the South right-of-way line of the Interstate Frontage Road; thence due West, a distance of 33.00 feet, to a point of curvature; thence Southwesterly, along a curve to the left, having a radius of 269.23 feet, an arc distance of 139.30 feet, with a chord bearing of South 75°10'50" West, a distance of 137.75 feet; thence South 60°21'40" West, a distance of 452.65 feet, to the Point of Beginning; thence continuing South 60°21'40" West, along the Southerly right-of-way line of the Interstate Frontage Road, a distance of 20.00 feet; thence South 29°38'20" East, a distance of 288.65 feet, to a point on the Northerly right-of-way line of Interstate Highway I-80; thence Northeasterly, along a curve to the right, having a radius of 864.65 feet, an arc distance of 20.03 feet, with a chord bearing of North 57°24'40" East, a distance of 20.03 feet; thence North 29°38'20" West, a distance of 287.62 feet, to the Point of Beginning.

WHEN RECORDED MAIL TO:
PINNACLE BANK
180TH & WEST DODGE ROAD OFFICE
18081 BURT STREET
OMAHA, NE 68022

FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

THIS DEED OF TRUST is dated July 1, 2014, among MCGREGOR INTERESTS 370 STORAGE, LLC, a Nebraska Limited Liability Company, whose address is 11750 STONEGATE CIR, OMAHA, NE 68164-3692 ("Trustor"); PINNACLE BANK, whose address is 180TH & WEST DODGE ROAD OFFICE, 18081 BURT STREET, OMAHA, NE 68022 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PINNACLE BANK, whose address is PO BOX 540001, OMAHA, NE 68154 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in SARPY County, State of Nebraska:**

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as PARCEL 1: 10921 SAPP BROTHERS DRIVE; PARCEL 2: 9740 SOUTH 147TH STREET AND 14707 RAY SAPP DRIVE; PARCELS: 3 AND 4 NO ADDRESS ASSIGNED, OMAHA, NE 68138.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Trustor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Deed of Trust.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nebraska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Default. Trustor fails to comply with any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents.

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Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any related document.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), ~~any member withdraws from the limited liability company~~, or any other termination of Trustor's existence as a going business ~~or the death of any member~~, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness ~~or any Guarantor dies or becomes incompetent,~~ or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

~~**Insecurity.** Lender in good faith believes itself insecure~~.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default under any indebtedness, or should Trustor fail to comply with any of Trustor's obligations under this Deed of Trust, Trustee or Lender may exercise any one or more of the following rights and remedies:

Acceleration Upon Default; Additional Remedies. If any Event of Default occurs as per the terms of the Note secured hereby, Lender may declare all Indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Lender may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part of the Property or interest in the Property; increase the income from the Property or protect the security of the Property; and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection attorneys' fees, to any indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default; and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Note or the Related Documents or by law upon the occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; and

(c) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate offices of the County in which the Property is located; and

(d) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.

Foreclosure by Power of Sale. If Lender elects to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

(a) Upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee, or Lender, may purchase at such sale.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms of this Deed of Trust or under the terms of the Note not then repaid, including but not limited to accrued interest and late charges, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

Remedies Not Exclusive. Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Note, under any of the Related Documents, or under any other agreement or any laws now or hereafter in force; notwithstanding, some or all of such indebtedness and obligations secured by this Deed of Trust may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Lender, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any of the Related

Documents to Trustee or Lender or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Lender, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Lender from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Request for Notice. Trustor, on behalf of Trustor and Lender, hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed of Trust be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nebraska.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means PINNACLE BANK, and its successors and assigns.

Borrower. The word "Borrower" means MCGREGOR INTERESTS 370 STORAGE, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means PINNACLE BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated July 1, 2014, **in the original principal amount of $3,100,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means PINNACLE BANK, whose address is PO BOX 540001, OMAHA, NE 68154 and any substitute or successor trustees.

Trustor. The word "Trustor" means MCGREGOR INTERESTS 370 STORAGE, LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

MCGREGOR INTERESTS 370 STORAGE, LLC

By: _____
LEGRANDE N. MCGREGOR, Manager of MCGREGOR INTERESTS 370 STORAGE, LLC

By: _____
GEOFFREY A. MCGREGOR, Manager of MCGREGOR INTERESTS 370 STORAGE, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NE)
) **SS**
COUNTY OF Douglas)

On this 30 day of June, 20 14, before me, the undersigned Notary Public, personally appeared **LEGRANDE N. MCGREGOR, Manager of MCGREGOR INTERESTS 370 STORAGE, LLC and GEOFFREY A. MCGREGOR, Manager of MCGREGOR INTERESTS 370 STORAGE, LLC,** and known to me to be members or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Mark Demke
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

GENERAL NOTARY - State of Nebraska
MARK DEMKE
My Comm. Exp. Dec. 31, 2014

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ **Beneficiary:** _____
By: _____
Its: _____