



DONATE NOW

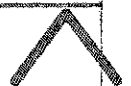
Home > Grants > Grant Request Form

GRANT APPLICATION

The following organization requests a grant from the Washington County Community Foundation:

Organization Name:

Mailing Address:





PAPIO
MISSOURI RIVER
NATURAL RESOURCES DISTRICT

Celebrate Trees Grant Program

Celebrate Trees is a Papio-Missouri River Natural Resources District (Papio NRD) grant program that encourages and assists communities with tree planting projects. *Celebrate Trees* provides grant funding for planting trees on public land for community benefit. This program provides grants up to \$3,000. No matching funds are required, but the applicant should plan to do mulching, staking, watering and other care that will ensure a successful planting. Grant funds are for trees and planting only. Shrubs are not eligible for funding.

The Papio NRD Board of Directors voted to raise the reimbursement rates for 2025.

The maximum reimbursement per tree is \$300, including planting.

The maximum reimbursement per contract is \$3,000.

The deadline for submitting applications is February 15, 2026.

The applicant will pay for the trees and will be reimbursed after the trees are planted and invoices are received by the Papio NRD.

Trees must be planted and an invoice provided to the NRD by June 15, 2026.

Successful applicants should obtain their trees from a local nursery and are encouraged to work with the Papio NRD Forester Jorden Smith (402) 278-8349.

Applicants will be funded using a ranking system that puts higher emphasis on the following criteria:

1. Public Parks
2. Replacing diseased and storm damaged trees
3. Plans with multiple tree species
4. Date of sign up

Applicants must complete the enclosed *Celebrate Trees* application form. A diagram of the tree planting plan should be done on a separate sheet. The plan does not need to be prepared by a professional landscape architect, but should include basic information and details about the location of the tree planting, a drawing of the tree planting design, and the tree species selected.

Please fill out the enclosed *Celebrate Trees* Application, W-9 form, provide any attachments and return by February 15th, 2026 to:

Deb Fuhrer

Papio-Missouri River NRD

1060 Wilbur Street

Blair NE 68008

(402) 426-4782 ext. 3

Debra.Fuhrer@usda.gov



Pearson Electric
107 W 5th Street
Kennard, NE 68034
Phone: 402-427-9816
Email:
seth@pearsonelectric.com

Date: 5/6/2025

To: Jason Lorsch / KVFD
From: Seth Pearson / Pearson Electric
Project: Generator Connection

Scope Letter
Plans by:
Dated:
Addenda:

We are pleased to submit, for your review and consideration, our proposal for the above project.

Our Base Price for this work is \$5,000.00 and is based on the following scope:

- 1) Provide MTS for generator serving house panel.
- 2) Provide all necessary wiring and terminations for desired back up circuits.
- 3) Provide generator to back up 8 circuits desired for Emergency power (Lights, HVAC, overhead doors, etc).
- 4) Install exterior 50A plug connection for generator connection.
- 5) Provide 25' 50A cord with cord ends for supplied generator.
- 6) All labor necessary for installations per 2023 NEC requirements.
- 7) Owner training after completion.

The following items are **NOT** included in our above scope of work:

- 1) Purchase of Generator
- 2) Any work on existing electrical system that does not meet code requirements.

Generator Purchase Option:.....\$1,905.00
-Provide and install 1300W generator

• Generator -propane powered

Thank you,

Seth Pearson
seth@pearsonelectric.com
(402) 427-9816



fremont electric, inc.

Phone (402) 727-4932
Fax (402) 727-8124

Industrial • Commercial • Residential
www.fremontelectricinc.com

1245 Hills Road
Fremont, Nebraska 68025

November 25, 2025

Kennard Fire Department
ATTN: Jason

RE: Generator Switch

Price includes labor, material, and electrical permit to install the following as per our site visit.

OPTION 1: We will coordinate with OPPD to replace the existing meter with a meter that accepts a generator input up to 40 amps.

Install 1-120/240 volt Generlok generator meter bypass assembly with a 20' cord.

Bid Price---\$1,705.00---

OPTION 2: We will install an inlet receptacle for either a 30 amp or 50 amp generator output receptacle, we need to verify what is on your current generator before we can perform any of the work.

1-Siemens main breaker to generator manual bypass interlock kit on the existing panel.

Install 1-120/240 volt 30 or 50 amp rated weatherproof inlet receptacle outside next to the existing meter socket connected to a 30 or 50 amp circuit breaker.

Bid Price---\$1,300.00---

OPTION 3: We will install all the electrical components inside the building except the 120/240 volt 50 amp inlet receptacle. The east existing three lockers will need to be relocated east to the stair way wall to accommodate the transfer switch next to the existing electrical panels. relocating of the lockers is not included. If the owner chooses we can mount the transfer switch on the outside of the building.

Install 1-120/240 volt 60 amp manual transfer switch east of the existing main panel and connect to the existing panel with a 50 amp breaker.

Install 1-120/240 volt 8 circuit panel connected to the new manual transfer switch.

Install 1-120/240 volt 50 amp inlet receptacle on the outside of the building under the exiting meter connected to the new manual transfer switch.

Extend 8-120 volt circuits from the main electrical panel to the new generator sub panel.

Provide one 25' 50 amp cord with cord ends.

Bid Price---\$2,980.00---

NOTES:

Owner training after installation.

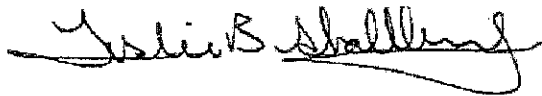
Generator provided by the Kennard Fire Department.

OPPD fees are not included if any occur.

Prices are subject to increase due to the availability, transportation and commodity prices without notice; bid price is guaranteed for 10 days.

If you have any questions, please contact me

Thank you,

A handwritten signature in black ink, appearing to read "Les Shallberg". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Les Shallberg

President

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "**Agreement**") is made by and between Village of Kennard, with a mailing address of 208 Main Street, Kennard, NE 68034 ("**Lessor**") and Alltel Corporation d/b/a Verizon Wireless ("**Lessee**") with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** Lessor hereby leases Lessee space in and/or upon that certain water tower structure owned, leased or controlled by Lessor ("**Tower**") together with a parcel of land sufficient for the installation of Lessee's equipment building (the "**Land Space**") to install, maintain, upgrade, replace and operate communications equipment ("**Use**") at the property located near intersection of 7th and Maple Street, Kennard, Nebraska 68034 Tax Map No. 890003101 (the "**Property**") which is more particularly described in Exhibit "A" attached hereto and incorporated hereby. The portions of the Tower occupied by Lessee are hereinafter referred to as the "**Tower Space**", which shall consist of all of the area on the Tower between the top and bottom of the centerline of Lessee's equipment on the Tower. (For example, if Lessee's equipment occupies ten (10) feet of space on the Tower, with an equipment centerline of forty (40) feet, Lessee would be entitled to occupy any space on the Tower between the elevations of thirty-five (35) and forty-five (45) feet above ground level.) The Tower Space and Land Space are collectively hereinafter referred to as the "**Premises**" and are described and/or depicted on Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, Lessor agrees to grant Lessee the right to install support services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by Lessor.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month immediately following the date upon which Lessee begins installation of Lessee's communications equipment or July 1, 2026, whichever occurs first (the "**Commencement Date**"). The Commencement Date will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee gives Lessor notice of its intent to terminate at least 3 months prior to the end of the initial term or then current

extension term, as applicable. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

4. RENTAL

a. Rent payments shall begin on the Commencement Date and be due at a total annual rental of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Lessor or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 4.c below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment will be delivered no later than 90 days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.b), or (ii) the written acknowledgement of the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. Effective as of the start of each extension term, annual rent shall increase by 10% over the rent for the immediately preceding initial term or renewal term.

b. For any party to whom rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor, or its designee or successor in interest, as applicable, until 30 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

c. Lessor must register in the Verizon Landlord Connect portal at Indlordconnect.verizon.com ("**VLC Portal**") and shall utilize the VLC Portal to submit changes to Lessor's account information (e.g. notice address, ownership information, banking details, email address), view rental payments, submit an invoice/bill (e.g. CAM, utilities) for payment, and to access this Agreement or certificates of insurance.

5. ACCESS/UTILITIES. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment. Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, Lessor agrees to grant Lessee the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by Lessor.

6. CONDITION OF PROPERTY. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris. Lessor represents and warrants to Lessee that as of the Effective Date, the Tower and Land Space are (a) in good operating condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 25).

7. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. If an electrical meter is not permitted, then Lessee may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit Lessee to pay the utility company directly, then the Lessor shall read Lessee's sub-meter on a monthly basis and provide Lessee with an invoice for Lessee's power consumption on an annual basis. Each invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility, without markup or profit.

d. Lessor shall all invoices for power consumption to Lessee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to Lessee within 90 days following the conclusion of each calendar year (otherwise, Lessor waives the right to collect applicable electrical charges). Upon written request from Lessee, Lessor shall provide copies of electricity bills received by Lessor during any period that Lessor submits invoices to Lessee for reimbursement and for that same period Lessor shall provide documentation of the sub-meter readings applicable to such periods. Lessee shall pay each invoice within 45 calendar days after receipt of the invoice from Lessor.

e. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at Lessee's expense and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Lessee shall only be required to obtain Lessor consent for modifications that increase the square footage of

Lessee's Premises. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of space included in the Premises.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the Tower or other structure that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein the contrary, Lessor hereby agrees to allow Lessee to install any RF frequency signage and/or barricades as are necessary to ensure Lessee's compliance with Laws (as defined herein).

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines any structural analysis is unsatisfactory; (v) following the initial five (5) year term, with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vi) at any time before the Commencement Date for any reason or no reason in Lessee's sole discretion.

11. MAINTENANCE/RELOCATION.

a. Lessee will maintain Lessee's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the Tower and the Property.

b. In the event Lessor desires to replace, relocate, modify, demolish, or in any way alter the Property in any manner likely to interfere with the operation of Lessee's communications equipment (each event, a "Project"), Lessor shall have the right to cause Lessee to temporarily or permanently relocate the communications equipment and/or utilities, as the case may be, subject to the terms and conditions set forth herein; provided, however, Lessor shall accommodate Lessee's continued uninterrupted use of temporary communications equipment throughout the Project. If Lessor's Project requires Lessee to temporarily or permanently relocate its communications equipment from the Premises, Lessor shall have the right to require Lessee to relocate the communications equipment upon the following terms and conditions: (i) Lessor shall deliver to Lessee written notice of its Project at least 2 years in advance, unless the Project is necessary to preserve the integrity and functionality of the Property, in which case the Parties may agree to a lesser notice period in writing; (ii) Lessor shall identify an alternate location on the Property that provides substantially similar signal coverage for the communications equipment as that of the Premises being relocated and is otherwise reasonably acceptable to Lessee; (iii) unless the

necessity for the Project results from the negligence or willful misconduct of Lessee, all work associated with such relocation will be performed exclusively by Lessee and paid for by Lessee, and (iv) in the event of permanent relocation of the communications equipment and/or utilities, the Parties shall execute an amendment to this Agreement memorializing the same. Lessee shall not be required to pay any additional application, review or other fees in connection with any relocation initiated by Lessor.

12. INDEMNIFICATION. Subject to Paragraph 13, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 general aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 25, a violation of Paragraph 28, or a violation of Laws, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee's Network Management Center at (1-800-264-6620 or 1-800-621-2622) or to Lessor at 402-427-7311, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL/HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove Lessee's communications equipment (except footings and foundations) at Lessee's cost and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the communications equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provide Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, Lessor receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("**Lessor's Notice**"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Lessor by the third party offeror. Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a

transaction with substantially equivalent financial terms. If Lessee fails to provide written notice to Lessor that Lessee intends to meet such bona fide offer no later than 60 days after receipt of Lessor's Notice, Lessor may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If Lessee provides Lessor with notice of Lessee's intention to meet the third party offer within 60 days of receipt of Lessor's Notice, then if Lessor's Notice describes a transaction involving greater space than the Premises, Lessee may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Lessor acknowledges and agrees that if Lessee exercises this right of first refusal, Lessee may require a reasonable period to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. Lessee may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

19. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the Effective Date and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use.

20. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Lessee may assign this Agreement to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without notice to, or approval or consent of Lessor. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 or notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Village of Kennard
208 Main Street
Attn: Kennard, NE 68034

LESSEE: Alltel Corporation
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, Lessor shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Lessor which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize Lessee's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the building, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (i) confirms that the Agreement is subordinate to the Mortgage or other real

property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of any portion of the Property and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

23. **DEFAULT.** It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 15 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 15 days and diligently pursue the cure to completion within 30 days after the initial written notice. The cure periods set forth in this Paragraph 23 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

24. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

25. **ENVIRONMENTAL.** Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances

that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until Lessee's Use is restored. If Lessee's Use is not restored within 45 days, Lessee may terminate this Agreement.

27. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

28. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

29. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 29, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the Lessor and the Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Lessor or the Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signatures on the following page]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

Village of Kennard

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Alltel Corporation d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Tax Lot Ninety-Two (92) in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section Five (5), Township Seventeen (17) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska.

PIN: 890003101

EXHIBIT "B"

PREMISES DESCRIPTION

(see below and attached plans)

LEGAL DESCRIPTION: LEASE SPACE

THAT PART OF TAX LOT 26 IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 11 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 26;

THENCE N87°09'44"E (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID TAX LOT 26, A DISTANCE OF 134.00 FEET;

THENCE N02°51'46"W, A DISTANCE OF 63.80 FEET;

THENCE S87°08'14"W, A DISTANCE OF 67.00 FEET;

THENCE N02°51'46"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N02°51'46"W, A DISTANCE OF 20.00 FEET;

THENCE N87°08'14"E, A DISTANCE OF 25.00 FEET;

THENCE S02°51'46"E, A DISTANCE OF 20.00 FEET;

THENCE S87°08'14"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 500 SQUARE FEET OR 0.01 ACRES, MOR OR LESS.

LEGAL DESCRIPTION: 20' x 10' UTILITY EASEMENT

THAT PART OF TAX LOT 26 IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 11 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE N02°51'46"W, A DISTANCE OF 6.30 FEET TO THE POINT OF BEGINNING;

THENCE S87°08'14"W, A DISTANCE OF 20.00 FEET;

THENCE N02°51'46"W, A DISTANCE OF 10.00 FEET;

THENCE N87°08'14"E, A DISTANCE OF 20.00 FEET;

THENCE S02°51'46"E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 200 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: 30.00' ACCESS / UTILITY EASEMENT

THAT PART OF TAX LOT 26 IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 11 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S87°08'14"W, A DISTANCE OF 67.00 FEET;

THENCE N02°51'46"W, A DISTANCE OF 10.00 FEET;

THENCE N87°08'14"E, A DISTANCE OF 25.00 FEET;

THENCE N02°51'46"W, A DISTANCE OF 20.00 FEET;

THENCE N87°08'14"E, A DISTANCE OF 72.00 FEET;

THENCE S02°51'46"E, A DISTANCE OF 93.81 FEET TO THE SAID SOUTH LINE OF TAX LOT 26;

THENCE S87°09'44"W, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4,324 SQUARE FEET OR 0.10 ACRES, MORE OF LESS.

SITE PLAN
OF
NE05 KENNARD
IN TAX LOT 26 IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17
NORTH, RANGE 11 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA

NOTES

1. THE 30.00-FOOT WIDE ACCESS/UTILITY EASEMENT BEING CREATED IN THIS DOCUMENT TERMINATES AT THE NORTH RIGHT-OF-WAY LINE OF MAPLE STREET.
2. THE VERIZON ENTITY NAME OF THIS SITE IS THE TOWER, LLC
3. AT THE TIME OF THIS SURVEY THERE WERE NO VISIBLE ABOVE GROUND ENCROACHMENTS LOCATED ON THE LEASE OR EASEMENT AREAS OTHER THAN SHOWN ON THIS MAP.
4. THE LEASE AREA AND ALL EASEMENTS ARE ENTIRELY WITHIN THE PARENT PARCEL.
5. THE ACCESS AND UTILITY EASEMENT GO TO A CONFIRMED PUBLIC RIGHT-OF-WAY.

LEGAL DESCRIPTION: PARENT PARCEL (SUPPLIED BY OTHERS)

(TITLE COMMITMENT SUPPLIED BY NEBRASKA TITLE COMPANY WITH AN ISSUING AGENT: NEBRASKA TITLE COMPANY AND A COMMITMENT NUMBER: OMA0310458A AND A COMMITMENT DATE OF AUGUST 20, 2025 - SCHEDULE A)

TAX LOT NINETY-TWO (92) IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼ NE¼) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE ELEVEN (11) EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA.

EASEMENTS AND RESTRICTIONS (SUPPLIED BY OTHERS)

(TITLE COMMITMENT SUPPLIED BY NEBRASKA TITLE COMPANY WITH AN ISSUING AGENT: NEBRASKA TITLE COMPANY AND A COMMITMENT NUMBER: OMA0310458A AND A COMMITMENT DATE OF AUGUST 20, 2025 - SCHEDULE B SECTION 2)

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS REPORT. **(NOT A SURVEY ITEM)**
2. **GENERAL EXCEPTIONS:**
 - (a) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED OR FILED IN THE PUBLIC RECORDS. **(NOT A SURVEY ITEM)**
 - (b) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCES AFFECTING TITLE THAT WOULD DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND OR THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND. **(NOT A SURVEY ITEM)**
 - (c) EASEMENTS OR CLAIMS OF EASEMENTS, NOT RECORDED OR FILED IN THE PUBLIC RECORDS. **(NOT A SURVEY ITEM)**
 - (d) ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY ITEM)**
 - (e) TAXES OR SPECIAL ASSESSMENTS, IF ANY NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY ITEM)**
3. **ADDITIONAL EXCEPTIONS:**

GENERAL AND SPECIAL TAXES AND ASSESSMENTS AS HEREAFTER LISTED, IF ANY (ALL AMOUNTS SHOWN BEING EXCLUSIVE OF INTEREST, PENALTIES AND COSTS):

 - (a) PARCEL ID NUMBER 890003101:
2023 GENERAL REAL ESTATE TAXES, \$0.00 - EXEMPT.
2024 GENERAL REAL ESTATE TAXES, \$0.00 - EXEMPT.
2024 TAXES DUE AND PAYABLE DECEMBER 31, 2024; FIRST HALF DELINQUENT MAY 1, 2025;
SECOND HALF DELINQUENT SEPTEMBER 1, 2025
(NOT A SURVEY ITEM)
 - (b) SPECIAL ASSESSMENTS NOT YET CERTIFIED TO THE OFFICE OF THE COUNTY TREASURER.
(NOTE: NO SPECIAL ASSESSMENTS ARE SHOWN IN THE OFFICE OF THE COUNTY TREASURER AT DATE HEREOF.) **(NOT A SURVEY ITEM)**
 - (c) RIGHTS OR CLAIMS OF TENANTS UNDER UNRECORDED LEASES, IF ANY, AS TENANTS ONLY. **(NOT A SURVEY ITEM)**
 - (d) TERMS AND CONDITIONS OF RIGHT-OF-WAY EASEMENT GRANTED TO BLAIR TELEPHONE COMPANY, IT'S SUCCESSORS AND ASSIGNS, RECORDED JUNE 9, 2006 IN BOOK 489, PAGE 545; RECORDS OF WASHINGTON COUNTY, NEBRASKA. **(NOT PLOTTABLE)**
 - (e) TERMS AND CONDITIONS OF LEASE BY AND BETWEEN THE VILLAGE OF KENNARD, NEBRASKA, A POLITICAL SUBDIVISION, LANDLORD, AND NEW CINGULAR WIRELESS PCS, LLC, TENANT, EVIDENCED BY MEMORANDUM OF LEASE RECORDED JUNE 20, 2006 IN BOOK 490, PAGE 151; RECORDS OF WASHINGTON COUNTY, NEBRASKA. **(NOT PLOTTABLE)**
 - (f) TERMS AND CONDITIONS OF LEASE BY AND BETWEEN THE VILLAGE OF KENNARD, A NEBRASKA POLITICAL SUBDIVISION, LANDLORD, AND AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TENANT, EVIDENCED BY MEMORANDUM OF LEASE RECORDED SEPTEMBER 12, 2014 AS INSTRUMENT NUMBER 2014-02845; RECORDS OF WASHINGTON COUNTY, NEBRASKA. **(NOT PLOTTABLE)**
 - (g) SUBJECT TO THE ZONING RESOLUTIONS OF RECORD, AND NOT OF RECORD, IN THE VILLAGE OF KENNARD AND WASHINGTON COUNTY, NEBRASKA. **(NOT A SURVEY ITEM)**

LEGAL DESCRIPTION: LEASE SPACE

THAT PART OF TAX LOT 26 IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 11 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 26;
THENCE N87°09'44"E (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID TAX LOT 26, A DISTANCE OF 134.00 FEET;
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THENCE S87°08'14"W, A DISTANCE OF 67.00 FEET;
THENCE N02°51'46"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N02°51'46"W, A DISTANCE OF 20.00 FEET;
THENCE N87°08'14"E, A DISTANCE OF 25.00 FEET;
THENCE S02°51'46"E, A DISTANCE OF 20.00 FEET;
THENCE S87°08'14"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 500 SQUARE FEET OR 0.01 ACRES, MOR OR LESS.



BTEN SURVEYING, LLC
DOUGLAS MORDHORST
LS #460
515 7TH STREET
SIOUX CITY, IA 51101
(712) 253-8941
JEREMY@BTENLS.COM
BTENLS.COM

TYPE OF SURVEY:

SITE PLAN

CLIENT:

EDGE CONSULTING ENGINEERS, INC.

PROJECT: SC25-01B2

SCALE: 1" = 30'

DATE: 10/8/2025

DRAWN BY: JIL

PAPER: 11" x 17"

SHEET

2

OF

3

SITE PLAN
OF
NE05 KENNARD
IN TAX LOT 26 IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP
17 NORTH, RANGE 11 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA

LEGAL DESCRIPTION: 20' x 10' UTILITY EASEMENT

THAT PART OF TAX LOT 26 IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 11 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA,
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CONTAINING AN AREA OF 200 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: 30.00' ACCESS / UTILITY EASEMENT

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THENCE S87°09'44"W, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4,324 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

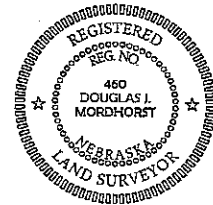
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO: VERIZON, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; AND NEW CINGULAR WIRELESS PCS, LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMMENDED AND RESTATED LOAN AGREEMENT DATED JANUARY 14, 2000 WITH NEW CINGULAR WIRELESS PCS, AS BORROWER, AND VERIZON, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND THE TITLE RESOURCE NETWORK.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PERFORMED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A PROFESSIONAL LAND SURVEYOR AND UNDER THE LAWS OF THE STATE OF NEBRASKA.

Douglas J. Mordhorst

DOUGLAS J. MORDHORST
LICENSE NUMBER #60
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026
3 SHEETS COVERED BY THIS SEAL
PLOT DATE: OCTOBER 8, 2025



BTEN SURVEYING, LLC
DOUGLAS MORDHORST
LS #460
515 7TH STREET
SIOUX CITY, IA 51101
(712) 253-3641
JEREMY@BTENLS.COM
BTENLS.COM

TYPE OF SURVEY:

SITE PLAN

CLIENT:

EDGE CONSULTING ENGINEERS, INC.

PROJECT: SC25-01B2

SCALE: 1" = 30'

DATE: 10/8/2025

DRAWN BY: JIL

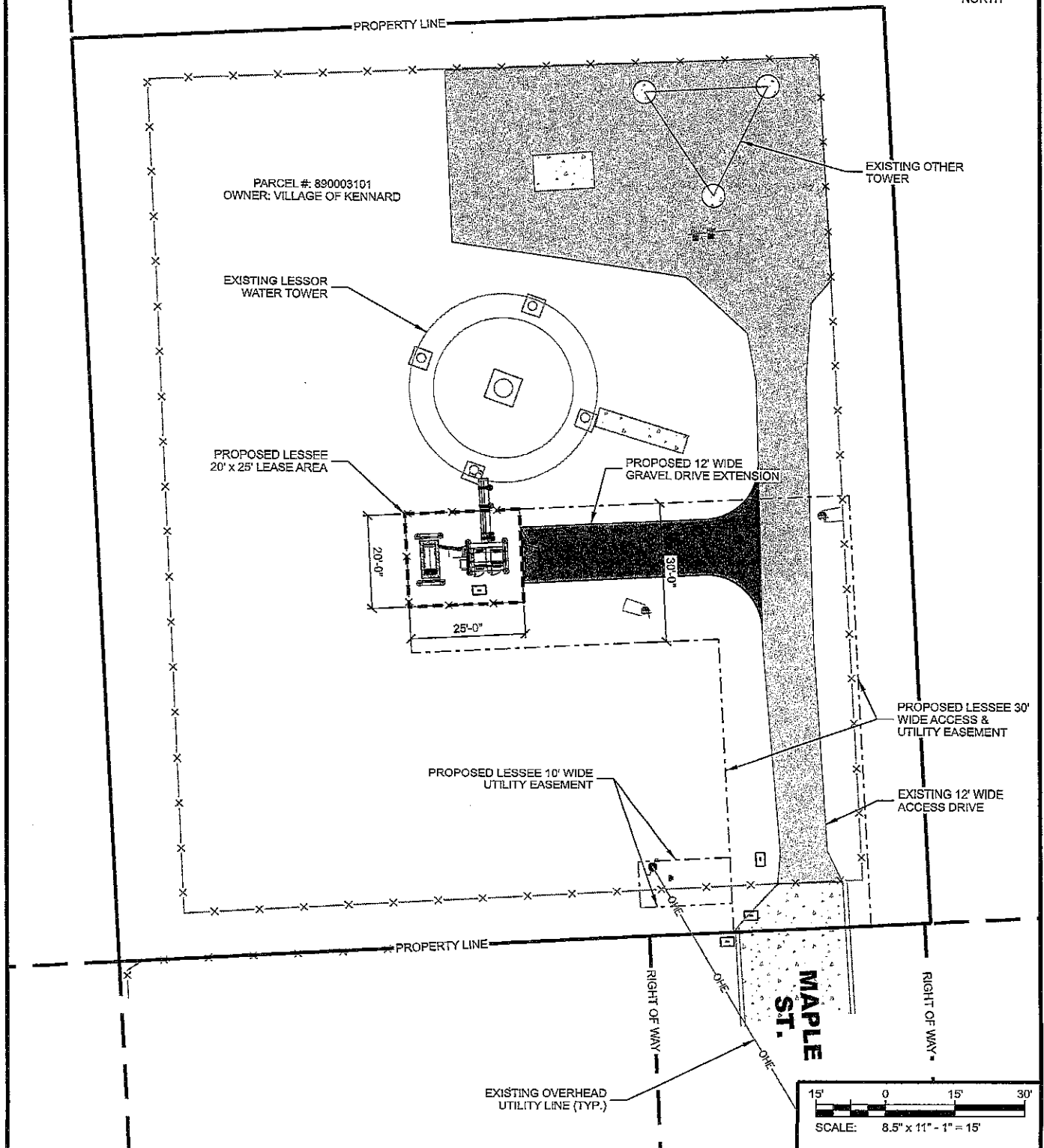
PAPER: 11" x 17"

SHEET

3

OF

3



PROJECT INFORMATION

SITE NAME: NE05 KENNARD
VZW PROJECT #: 44406
SITE ADDRESS:
608 MAPLE STREET
KENNARD, NE 68034
WASHINGTON COUNTY



Edge
Consulting Engineers, Inc.

2101 HIGHWAY 13 W
BURNSVILLE, MN 55337
952.683.1032 VOICE
952.405.8583 FAX
www.edgeconsult.com

verizon

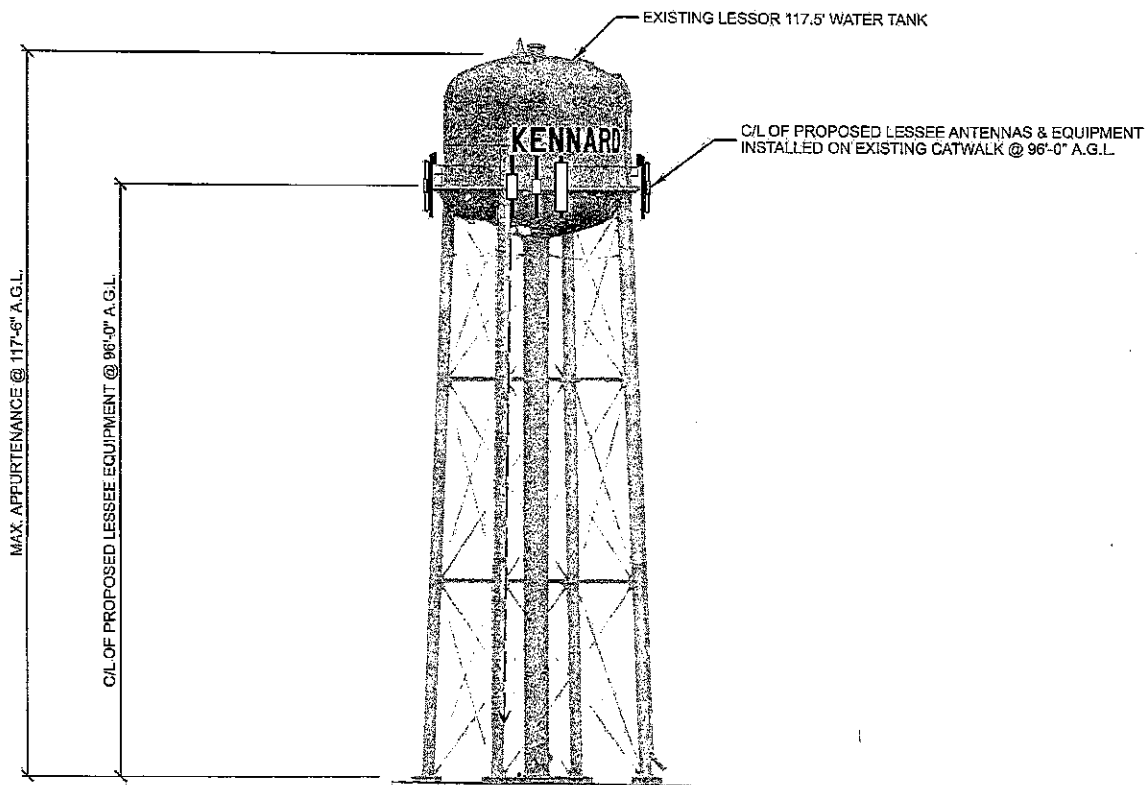
10801 BUSH LAKE RD
BLOOMINGTON, MN 55438

SHEET:

LEASE EXHIBIT

INSPECTION DATE: N/A
PREPARED BY: PER
CHECKED BY: RJKL
EDGE PROJECT #: 44406

C-101



A TOWER ELEVATION
SCALE: 8.5" x 11" - 1" = 30'-0"

PROJECT INFORMATION		 Edge Consulting Engineers, Inc. 2101 HIGHWAY 13 W BURNSVILLE, MN 55337 952.683.1032 VOICE 952.405.8583 FAX www.edgeconsult.com	 10801 BUSH LAKE RD BLOOMINGTON, MN 55438	SHEET: LEASE EXHIBIT	
SITE NAME:	NE05 KENNARD			INSPECTION DATE:	N/A
VZW PROJECT #:	44406			PREPARED BY:	PER
SITE ADDRESS: 608 MAPLE STREET KENNARD, NE 68034 WASHINGTON COUNTY				CHECKED BY:	RJKL
				EDGE PROJECT #:	44406
					T-201

[illegible]

EDGE CONSULTING ENGINEERS, INC.

**Wilhelm Construction**

108 W. 2nd Box 195

Kennard, NE 68034

(402) 706-4249

Customer: Village of Kennard Date: 1-4-26
 Address: Maintenance Bldg Kennard Zip: 68034
 Home Phone: / Bus Phone: /
 Ins. Co.: / Claim #: / Ins. Adj.: /
 Job Address: / Adj. Tel.: / Date Approved: /

- | | | |
|---|--|---|
| ☒ Tear off <u>1</u> layers | ☐ Brand <u>/</u> | ☐ Shingle Color <u>/</u> |
| ☐ Recover roof with: | ☐ #1 Heavy Shakes | ☐ #1 Medium Shakes |
| ☐ Layover roof with: | ☐ Designer Composition Shingles | ☐ #1 Cedar Shingles |
| ☐ Valley | ☐ 3 Tab Composition Shingles | ☐ Organic Shingles |
| ☐ Roof Stacks | ☐ Galvanized <u>/</u> ft | ☐ Fiberglass Shingles |
| ☒ Metal Edging | ☐ OK | ☐ Close Valley |
| ☐ Turbines | ☐ OK | ☐ Size <u>/</u> |
| ☐ Vents | ☐ OK | ☐ Style <u>/</u> |
| ☒ Mfg's Limited Warranty | ☐ OK | ☐ New <u>/</u> qty |
| ☐ Craftsmanship Warranty | ☐ 25 Years | ☐ New <u>/</u> qty |
| ☒ Protect Landscaping | ☐ 1 Year | ☐ 40 Years |
| ☒ Clean gutters of roofing debris | ☒ Nail roll yard | ☒ 5 Years |
| | ☒ Company insurance | |
| | ☒ Clean up and haul off roofing debris | |

Special Instructions: Metal roofing removed & replaced.
New rake edge metal, new ridge & reattach
dropped insulation

STATEMENT OF TRANSACTION: PRICE OF GOODS AND SERVICES \$ 21,973.20
 TOTAL: Due Upon Completion \$ /

The Purchaser Acknowledges:

1. That he or she has read this contract, has received a copy of this agreement and furthermore agrees that it is a legal and binding contract provided that the provisions of the "Special Instructions" have been met.
2. If this contract is contingent upon insurance costs, work will begin within 60 days of insurance approval.
3. The company is granted the right of first refusal to perform work approved by the homeowner's insurance company if the contract terms included a "Customer Request", and the cost hereby exceeds approved work.
4. All surplus job materials belong to the company. Customer will supply electricity to perform the work. The company will perform all work in a workman-like manner according to local building codes and specifications.
5. Upon completion of work, customer agrees to pay the balance of the contract.
6. The company is not responsible to provide any materials or to perform any work other than what is described above. Replacement of deteriorated decking, fascia board, ventilators, flashing or other materials, is not included and will be charged as an extra, unless otherwise stated herein.
7. This contract is subject to final approval by the company and is the entire agreement. No other written or oral terms will be recognized.

Purchaser _____

Date _____

Larry Jensen
 Salesperson

Purchaser _____

Date _____

**Wilhelm Construction**

108 W. 2nd Box 195

Kennard, NE 68034

(402) 706-4249

Customer: Village of Kennard Date: 1/4/26
 Address: PARK Bathroom City: Kennard Zip: 68034
 Home Phone: --- Bus. Phone: ---
 Ins. Co.: --- Claim #: --- Ins. Adj.: ---
 Job Address: --- Adj. Tel.: --- Date Approved: ---

- | | | | | |
|---|---|--|---|--|
| ☒ Tear off <u>1</u> layers | ☒ Brand <u>Malarkey</u> Shingle Color <u>Sienna Blend</u> | ☐ #1 Heavy Shakes | ☐ #1 Medium Shakes | ☐ #1 Cedar Shingles |
| ☒ Recover roof with: | ☐ Designer Composition Shingles <u>Highlander</u> | ☐ Organic Shingles | ☐ Fiberglass Shingles | ☐ Close Valley |
| ☐ Layover roof with: | ☐ 3 Tab Composition Shingles | ☐ Galvanized <u>---</u> ft | ☐ 90# Rolled <u>---</u> ft | ☐ Style <u>---</u> |
| ☐ Valley | ☐ OK | ☒ Replace <u>1</u> qty | ☒ Size <u>4"</u> | ☐ New <u>---</u> qty |
| ☒ Roof Stacks | ☒ OK | ☐ Replace <u>---</u> ft | ☐ Style <u>---</u> | ☐ New <u>---</u> qty |
| ☒ Metal Edging | ☐ OK | ☐ Replace <u>---</u> qty | ☐ New <u>---</u> qty | ☐ New <u>---</u> qty |
| ☐ Turbines | ☐ OK | ☐ Replace <u>---</u> qty | ☐ New <u>---</u> qty | ☐ New <u>---</u> qty |
| ☐ Vents | ☐ 25 Years | ☐ 30 Years | ☐ 40 Years | ☒ 5 Years <u>LL</u> |
| ☒ Mfg's Limited Warranty | ☐ 1 Year | ☐ 3 Years | ☒ Company insurance | ☒ Clean up and haul off roofing debris |
| ☒ Craftsmanship Warranty | ☒ Nail roll yard | ☒ Clean up and haul off roofing debris | | |
| ☒ Protect Landscaping | | | | |
| ☒ Clean gutters of roofing debris | | | | |

Special Instructions: Tear off and install new asphalt shingles.

STATEMENT OF TRANSACTION:

PRICE OF GOODS AND SERVICES

\$ 4430.00

TOTAL: Due Upon Completion

\$ ---**The Purchaser Acknowledges:**

1. That he or she has read this contract, has received a copy of this agreement and furthermore agrees that it is a legal and binding contract provided that the provisions of the "Special Instructions" have been met.
2. If this contract is contingent upon insurance costs, work will begin within 60 days of insurance approval.
3. The company is granted the right of first refusal to perform work approved by the homeowner's insurance company if the contract terms included a "Customer Request", and the cost hereby exceeds approved work.
4. All surplus job materials belong to the company. Customer will supply electricity to perform the work. The company will perform all work in a workman-like manner according to local building codes and specifications.
5. Upon completion of work, customer agrees to pay the balance of the contract.
6. The company is not responsible to provide any materials or to perform any work other than what is described above. Replacement of deteriorated decking, fascia board, ventilators, flashing or other materials, is not included and will be charged as an extra, unless otherwise stated herein.
7. This contract is subject to final approval by the company and is the entire agreement. No other written or oral terms will be recognized.

Purchaser

Date

Salesperson

Rory Jensen

Purchaser

Date



Wilhelm Construction

108 W. 2nd Box 195
Kennard, NE 68034
(402) 706-4249

Customer: Village of Kennard Date: 1-6-26
Address: 208 Main St. City: Kennard Zip: 68034
Home Phone: _____ Bus. Phone: _____
Ins. Co.: _____ Claim #: _____ Ins. Adj.: _____
Job Address: Same Adj. Tel.: _____ Date Approved: _____

- | | | |
|--|--|---|
| ☐ Tear off _____ layers | ☐ Brand _____ | ☐ Shingle Color _____ |
| ☐ Recover roof with: | ☐ #1 Heavy Shakes | ☐ #1 Medium Shakes |
| ☐ Layover roof with: | ☐ Designer Composition Shingles _____ | ☐ #1 Cedar Shingles |
| | ☐ 3 Tab Composition Shingles | ☐ Organic Shingles |
| ☐ Valley | ☐ Galvanized _____ ft | ☐ 90# Rolled _____ ft |
| ☐ Roof Stacks | ☐ OK | ☐ Replace _____ qty |
| ☐ Metal Edging | ☐ OK | ☐ Replace _____ ft |
| ☐ Turbines | ☐ OK | ☐ Replace _____ qty |
| ☐ Vents | ☐ OK | ☐ Replace _____ qty |
| ☐ Mfg's Limited Warranty | ☐ 25 Years | ☐ 30 Years |
| ☐ Craftsmanship Warranty | ☐ 1 Year | ☐ 3 Years |
| ☐ Protect Landscaping | ☐ Nail roll yard | ☐ Company insurance |
| ☐ Clean gutters of roofing debris | | ☐ Clean up and haul off roofing debris |

Special Instructions: Replace the existing awning over the village office front door. (color blue)

If you were to make the awning bigger to cover the mail slot, the cost for that would be \$1,735.00

STATEMENT OF TRANSACTION: PRICE OF GOODS AND SERVICES \$ 895.00
TOTAL: Due Upon Completion \$ 895.00

The Purchaser Acknowledges:

1. That he or she has read this contract, has received a copy of this agreement and furthermore agrees that it is a legal and binding contract provided that the provisions of the "Special Instructions" have been met.
2. If this contract is contingent upon insurance costs, work will begin within 60 days of insurance approval.
3. The company is granted the right of first refusal to perform work approved by the homeowner's insurance company if the contract terms included a "Customer Request", and the cost hereby exceeds approved work.
4. All surplus job materials belong to the company. Customer will supply electricity to perform the work. The company will perform all work in a workman-like manner according to local building codes and specifications.
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7. This contract is subject to final approval by the company and is the entire agreement. No other written or oral terms will be recognized.

Purchaser _____

Date _____

Larry R Jensen
Salesperson

Purchaser _____

Date _____

SERVICE AGREEMENT

TERMS

This agreement is in force beginning January 6th, 2026. Either party may terminate this Agreement by giving a minimum of a 14-day advance written notice to the other party of such termination, specifying the effective date of termination. **Either party may terminate services at any time with or without cause and without further obligation.**

SERVICES

Cody Carpenter shall perform the following services for the Village of Kennard:

- Perform weed control for entire brohm grass located behind the Kennard Auditorium at 305 W 2nd Street, legal LOT 1, EXC N140', E140', BLK 14 3T7 PC 2 for the remainder of 2026.
- Notify the Village of Kennard of any changes in services or necessary information regarding performance of services.
- Cody Carpenter and all employed by Cody Carpenter will always use proper safety procedures while performing services.
- **This agreement must be reviewed and renewed annually.**

PAYMENT

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. Cody Carpenter will control weed growth on the brohm grass in exchange for a non-refundable payment of \$40.00 to lease and farm the Brohm area, payable to the Village Of Kennard , keeping all crops Cody Carpenter grows in the brohm area. The Village of Kennard shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance.

SUPPLIES

Cody Carpenter will supply all tools, equipment, and supplies required to perform the services under this Agreement.

BURN PILE:

In the event of any storm damage in 2026, Village of Kennard reserves the ability to create a community burn pile in the Brohm area, In accordance with the Village of Kennards state issued burn permit. Cody Carpenter will be notified within 48 hours whenever the Board approves a community burn pile. Cody Carpenter shall provide all his contact information to the Village Clerk for all Brohm grass area burn pile or other notifications.

Cody Carpenter's Signature:

_____ Date _____

Dustin Hill , Board Chair Signature:

_____ Date _____

Clerk Attest: _____ Date _____ 40.00 received? _____