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WHEN RECORDED RETURN TO:

Shaun M. James  
GROSS & WELCH  
2120 S. 72<sup>nd</sup> Street, Suite 800  
Omaha, NE 68124

**NATURE PRESERVE AGREEMENT**

This Nature Preserve Agreement ("Agreement") made this 28<sup>th</sup> day of February, 2000, between Sullivan Real Estate Group, L.L.C., (hereinafter the "Sullivan"), and Paul J. Weiss and Bonnie Lea McCoy Weiss, husband and wife, (hereinafter collectively the "Weiss").

**RECITALS**

WHEREAS, Sullivan is the owner in fee simple of certain real property located in Douglas County, Nebraska, (the "Demised Premises"), as described on Exhibit "J" attached hereto; and

The Demised Premises contains a significant number of indigenous trees of great age and beauty; and

The Demised Premises provides habitat for wildlife including song birds, owls, and a variety of mammals; and

Weiss owns certain real property immediately adjoining the Demised Premises, and such property remains primarily in a natural state and provides additional habitat for wildlife; and

Sullivan and Weiss desire to maintain and encourage the indigenous trees and wildlife on the Demised Premises;

NOW THEREFORE, Sullivan and Weiss agree as follows:

1. **DEMISE.** In consideration of the Weiss's covenants hereinafter reserved and contained herein, Sullivan hereby demises, grants and leases unto the Weiss the Demised Premises; to have and to hold the said Demise Premises for and during the term of ninety-nine years from the 28<sup>th</sup> day of February, 2000.

2. **CONSIDERATION RECEIVED IN FULL.** In consideration for this Agreement and the demise contained herein, Weiss has conveyed valuable real property to Sullivan, (legally described as Lot 2 Rockbrook Hollow, a subdivision in the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska). Such consideration is acknowledged by Sullivan as payment in full for this Agreement and right of Weiss to use the

Demised Premises for the purposes contained herein throughout the full term of this Agreement, and no other payment or rent is or shall be required.

3. **WEISS'S COVENANTS.** Weiss covenants with Sullivan that Weiss's use of the Demised Premises shall be limited to creating a Nature Preserve between Lot 14 Timberlane Estates and development west of such property. The use of Weiss of the Demised Premises shall be limited to the following:

- (a) To plant trees, plant shrubs and plant other nursery stock in the Demised Premises in substantial conformity with the Tree Planting Plan marked as Exhibit "B" attached hereto and incorporated herein;
- (b) To maintain, fertilize, trim (as necessary) and otherwise care for and maintain any trees, shrubs or other nursery stock east of the "Fence" to be constructed in conformity with Fence Specification Sheet, (attached hereto as Exhibit "H" and incorporated herein), in the Demised Premises;
- (c) To trim, maintain, plant, replant and weed any grass or lawn east of the "Fence" as necessary and in compliance with reasonable gardening and landscape practice and in substantial conformity with the Tree Planting Plan;
- (d) To erect the Fence, provided such Fence is built and located in conformity with the attached Fence Specifications Sheet, and provided that Weiss initially and continuously thereafter complies with the requirements of subparagraph (e) below; and
- (e) To use and enjoy the Demised Premises, to the exclusion of all others including Sullivan and future owners of the Demised Premises, in accordance with the following restrictions:
  - i. The Fence constructed on the Demised Premises shall not exceed the height of six feet, and shall be constructed in conformity with the specifications of Exhibit "H". Any Fence shall be constructed of wood or wrought iron only: no chain link fence shall be installed.
  - ii. No ornamentation or lighting is placed upon any fence including, but not limited to, Christmas tree lights or decorative lights;
  - iii. Weiss shall reasonably maintain and repair any Fence constructed or placed in the Demised Premises, except for any damage caused by Sullivan, Sullivan' successors and assigns, or a future owner of the Demised Premises;
  - iv. Weiss shall maintain all trees and shrubs east of the Fence, including but not limited to, trimming, pruning and caring for all trees, shrubs and other nursery stock in the Demised Premises in substantial conformity with the Tree Planting Plan;

- v. Weiss shall not construct or erect any dwelling, pavilion, garage, storage shed, playhouse, or other structure (except the possible Fence contemplated above as a permitted use) on the Demised Premises; and
  - vi. Weiss shall not construct, place or maintain a dog kennel, dog run, dog house or other animal shelter or confinement on the Demised Premises.
- (f) Not to suffer the Demised Premises at any time during the said term to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified Sullivan, its successors and assigns, against all such liens, charges, and encumbrances; it being hereby expressly agreed that Weiss shall have no authority, express or implied, to create any lien, charge, or encumbrance, upon the Demised Premises or upon the estate of Weiss in the same. Provided, Sullivan, and its successors and assigns, shall have the right to encumber the Demise Premises with a first and second deed of trust which is granted subject to the Agreement, the proceeds of which are used to develop Sullivan' property or the obligation of the owner of Lots 7 and 8, Sullivan, an addition to the City of Omaha.
4. **SULLIVAN' COVENANTS.** Sullivan hereby covenants with Weiss as follows:
- (a) Sullivan covenants that Sullivan owns the Demised Premises in fee simple and has full right to make and enter into this Agreement and that Weiss shall have quiet and peaceable possession of the Demised Premises during the term of this Agreement.
  - (b) To bear, pay, and discharge all existing and future taxes, assessments, duties, impositions, and burdens whatsoever assessed, charged, or imposed, whether by the nation, state, city or any other public authority, upon the Demised Premises, or upon the owner or occupier in respect thereof.
  - (c) Sullivan covenants to pay one-half of all charges incurred by Weiss to initially plant trees in the Demised Premises, and in an area immediately abutting the Demised Premises, on which Sullivan has granted Weiss a Non-Exclusive Easement to plant trees and to landscape (in this paragraph only, the "Tree Planting Area"). The contribution of Sullivan under this provision shall not exceed the amount of Twenty Thousand Dollars (\$20,000.00). Such amount shall be due and payable within fifteen days after Weiss shall send an invoice evidencing the total amount paid by Weiss for planting tress in the Tree Planting Area. If such amount is not paid by Sullivan when due, it shall accrue interest at the rate of 14% per annum on any outstanding balance. The amount due hereunder, accrued interest, and reasonable attorney's fees for costs of collecting from Sullivan, shall be a charge against the Demised Premises and the owner of the Demised Premises, and shall be a continuing lien against the Demised Premises until such amount is paid in full.

5. **EASEMENT AGREEMENT.** The parties acknowledge that Sullivan, as Grantor, and Weiss, as Grantees, have entered into an Exclusive Easement Agreement granting Weiss an easement in the same area as the Demised Premises to use the easement for the same purposes as set forth in this Agreement. Nothing in this Agreement shall limit the duration of the easement granted under the Exclusive Easement Agreement and the easement shall continue in perpetuity despite the expiration of this Agreement.

Weiss's use and possession of the Demised Premises shall be subject to the right of access for underground utility placement as found at paragraph 3 of the Exclusive Easement Agreement.

6. **AGREEMENT RUNS WITH LOT 14 TIMBERLANE ESTATES.** This Agreement shall be construed to run with ownership of Lot 14, Timberlane Estates, subdivision in the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and all benefits and rights under this Agreement shall accrue to the owner of such real property.

7. **THIS AGREEMENT SHALL BE RECORDED.** This Agreement shall be recorded in the offices of the Register of Deeds, Douglas County, Nebraska.

8. **COVENANTS BIND REPRESENTATIVES.** It is hereby agreed that the covenants, stipulations, and conditions herein contained shall inure to the benefit of and shall be binding upon the successors and assigns of Sullivan, and any future owners of the Demised Premises, and shall inure to the benefit of and shall be binding upon the successors and assigns of Weiss, and any future owners of the Lot 14 Timberlane Estates.

**IN-WITNESS WHEREOF,** the said parties have caused these presents to be signed the day and year first above written.

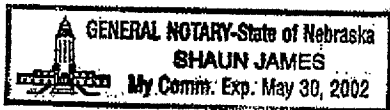
SULLIVAN REAL ESTATE GROUP, LLC:

By: Charles Sullivan  
Charles Sullivan, Manager

STATE OF NEBRASKA )  
 ) Ss.  
COUNTY OF Douglas )

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me by Charles Sullivan this 28<sup>th</sup> day of February, 2000.

Shaun James  
Notary Public



PAUL J. WEISS

BONNIE LEA McCOY WEISS:

Paul Weiss

Bonnie Weiss

STATE OF NEBRASKA     )  
   ) Ss.  
COUNTY OF Douglas     )

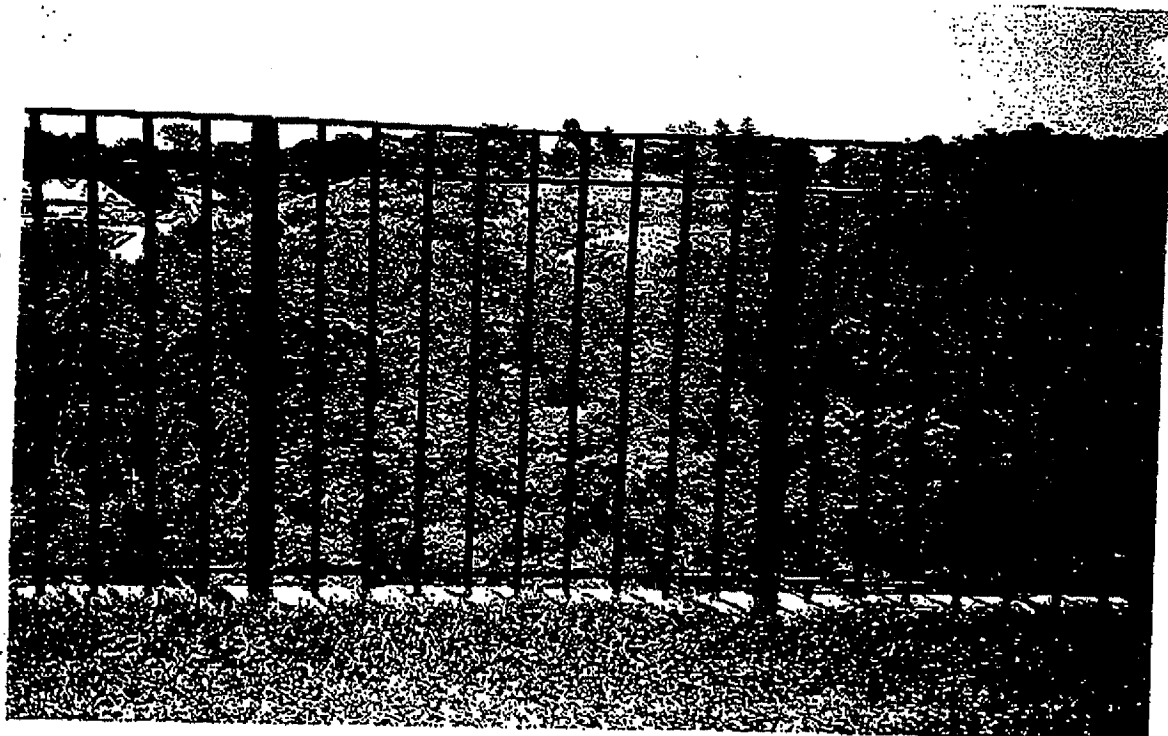
SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me by Paul J. Weiss and  
Bonnie Lea McCoy Weiss, this 28<sup>th</sup> day of February, 2000.



Shaun James  
Notary Public

2446-2/210711.10

# S & W FENCE C O M P A N Y



## WELCOME TO *Briar Hills*

*Dear Future Residents & Home Builders:*

Listed below are the specifications determined by Architects for your Ornamental Iron Fence:

As you may already know, S & W has been chosen to provide you with your Ornamental Iron Fence.

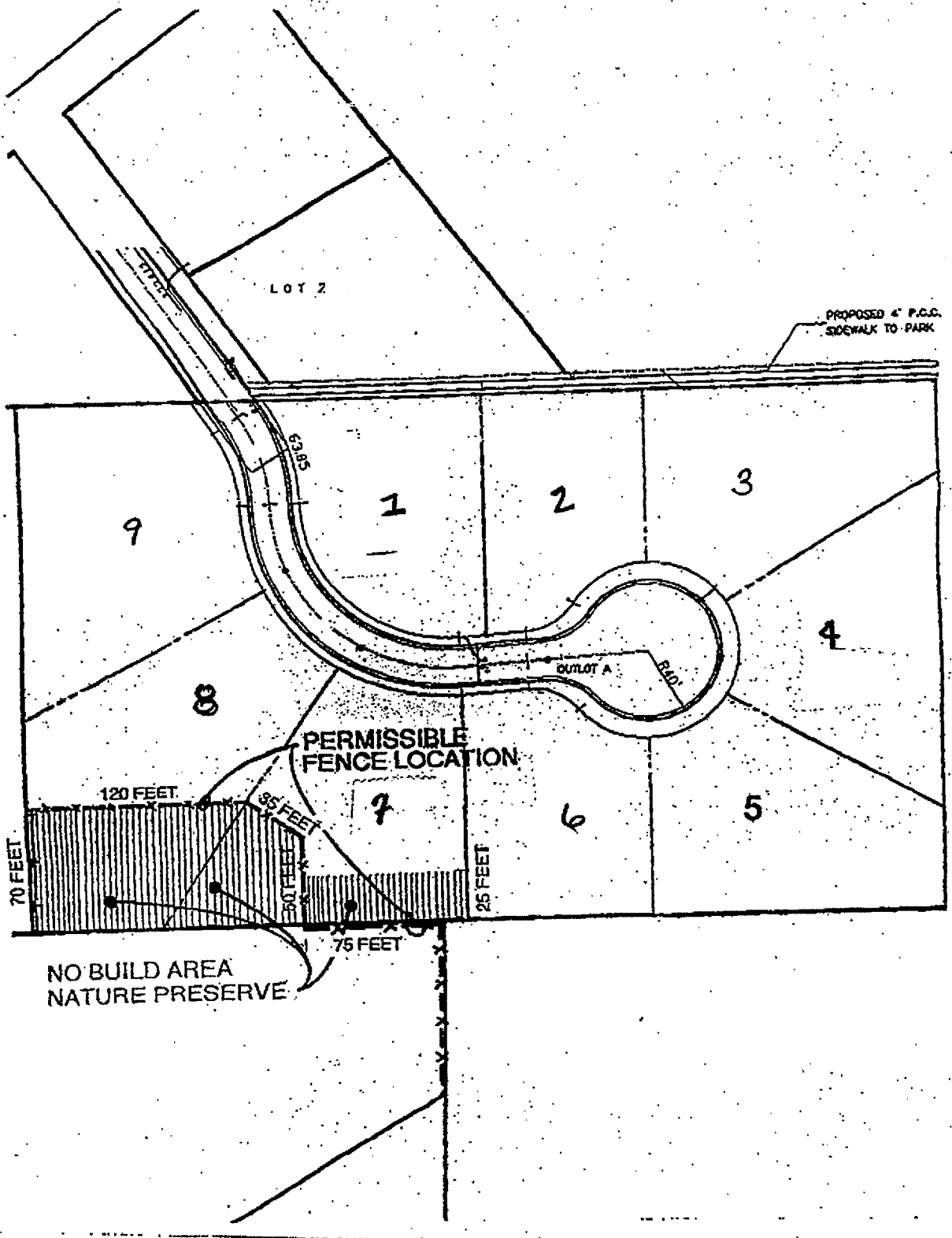
S & W Fence is an established business and has provided Omaha and the surrounding communities with the finest quality of products and latest technology in the fencing industry for the past thirty-six years.

### **SPECIFICATIONS**

- ◆ 2" Posts, 11 gauge. Set in 6" x 36" Concrete Footings
- ◆ 3/4" Pickets
- ◆ 1 1/2" Channels on Top, Middle & Bottom Rails
- ◆ 4" spacing on pickets
- ◆ Cromate Adhesive Primer, to deter rust
- ◆ Paint Color-Gloss Black
- ◆ 3 -year Guarantee on Material, Labor & Paint
- ◆ Required pool code, 72" tall with 3" spacing

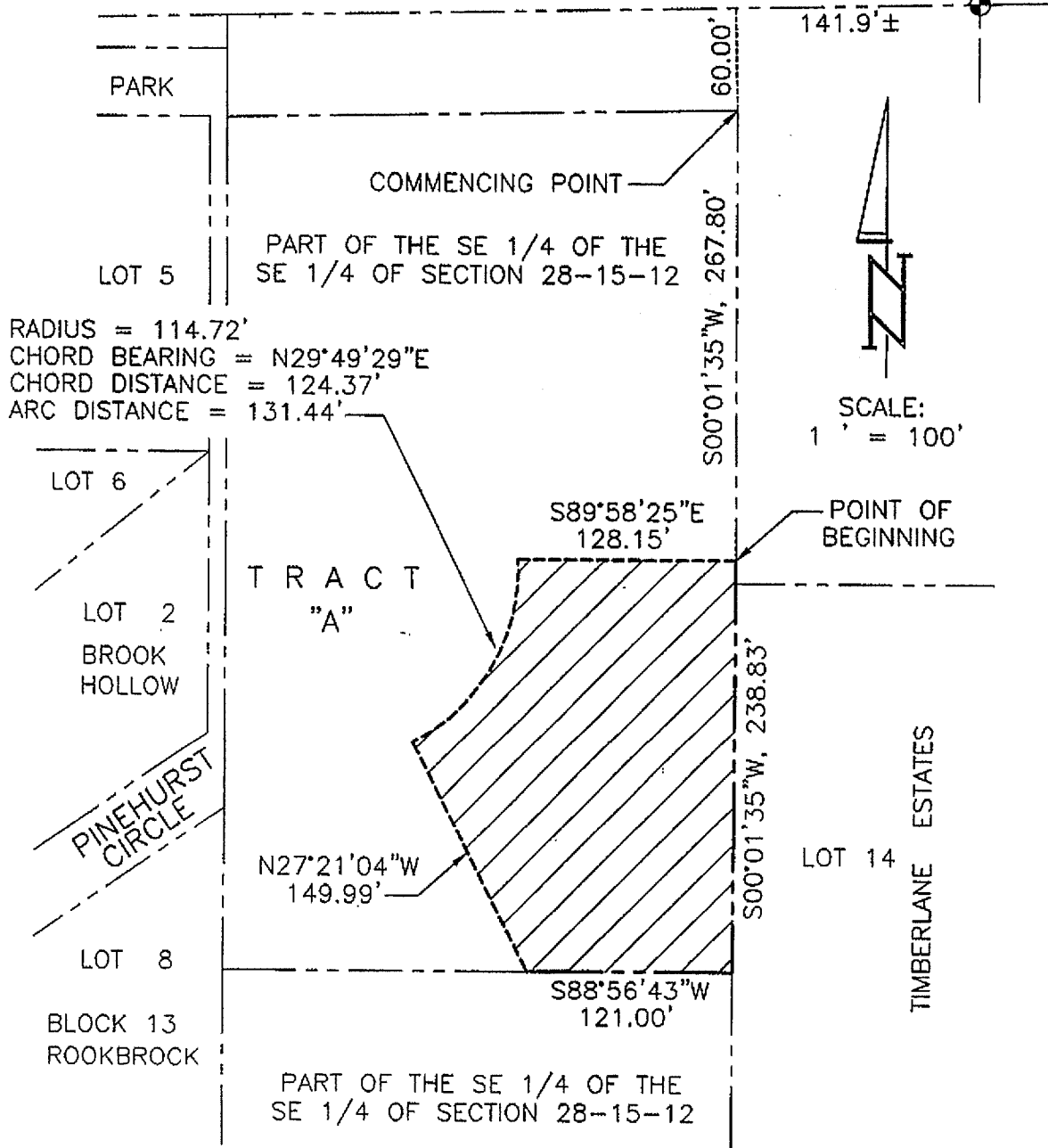
S & W has hired M S Services to electrostatically paint all fences & rails. M S Services has been in business since 1970. These measures are being followed to assure the highest quality and appearance within the *Briar Hills* community for years to come.

*Please contact Kevin at 333-5722 for further information.*





THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



### LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 267.80 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 238.83 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF;

THENCE S88°56'43"W 121.00 FEET ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N27°21'04"W 149.99 FEET;

THENCE NORTHEASTERLY ON A 114.72 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N29°49'29"E, CHORD DISTANCE 124.37 FEET, AN ARC DISTANCE OF 131.44 FEET;

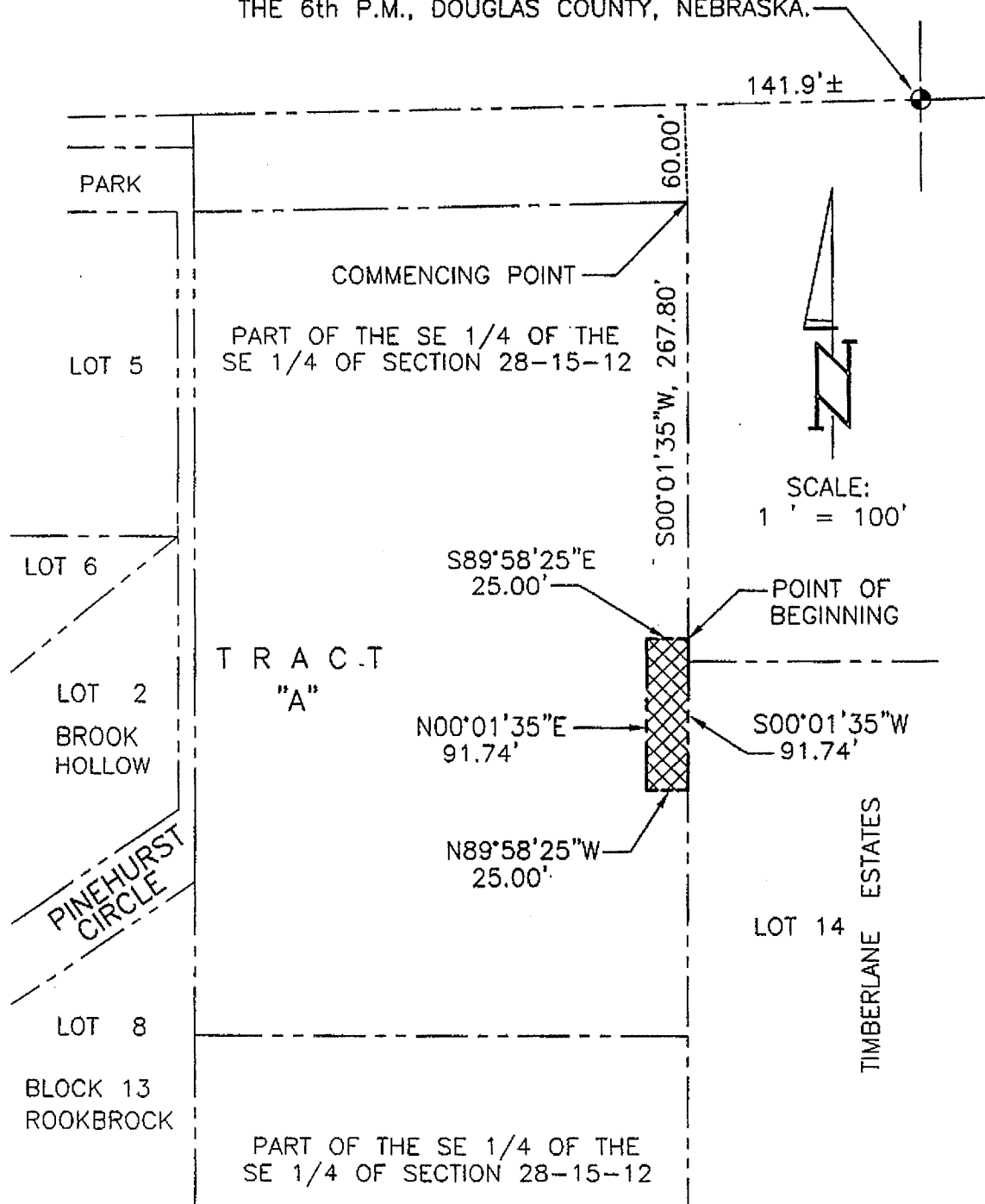
THENCE S89°58'25"E 128.15 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS LOTS 7 AND 8 WHEN THE FINAL PLAT OF CHARLESTON WOODS REPLAT 1 HAS BEEN FILED IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX2A DATE: JANUARY 25, 2000  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

## EXHIBIT "J1"

THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



### LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 267.80 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 91.74 FEET ON THE EAST LINE OF SAID TRACT "A";

THENCE N89°58'25"W 25.00 FEET;

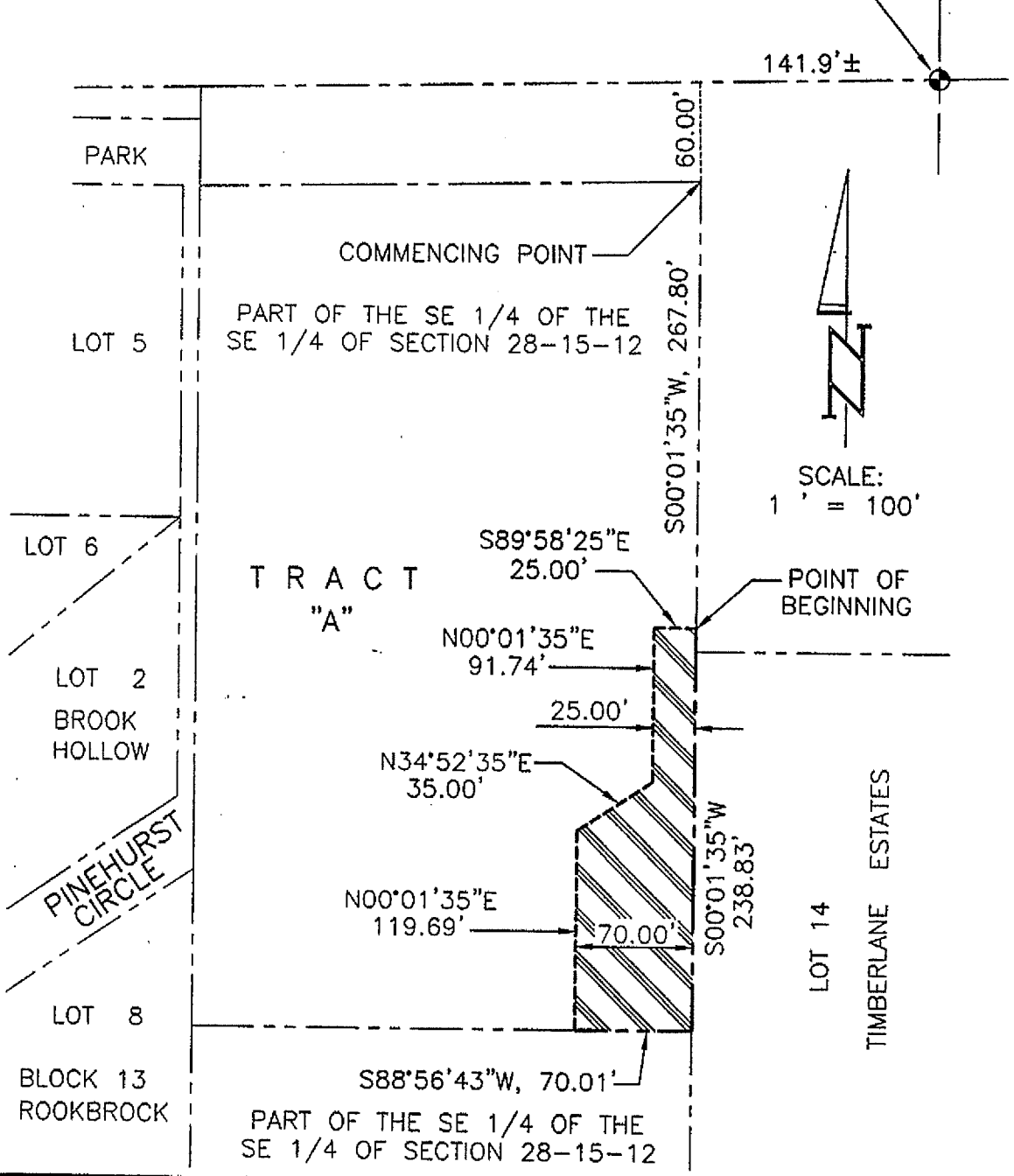
THENCE N00°01'35"E 91.74 FEET ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE S89°58'25"E 25.00 FEET TO THE POINT OF BEGINNING.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX4A DATE: JANUARY 25, 2000  
THOMPSON, DRESSSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

## EXHIBIT "J3"

THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



**LEGAL DESCRIPTION**

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 267.80 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 238.83 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF;

THENCE S88°56'43"W 70.01 FEET ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N00°01'35"E 119.69 FEET ON A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE N34°52'35"E 35.00 FEET;

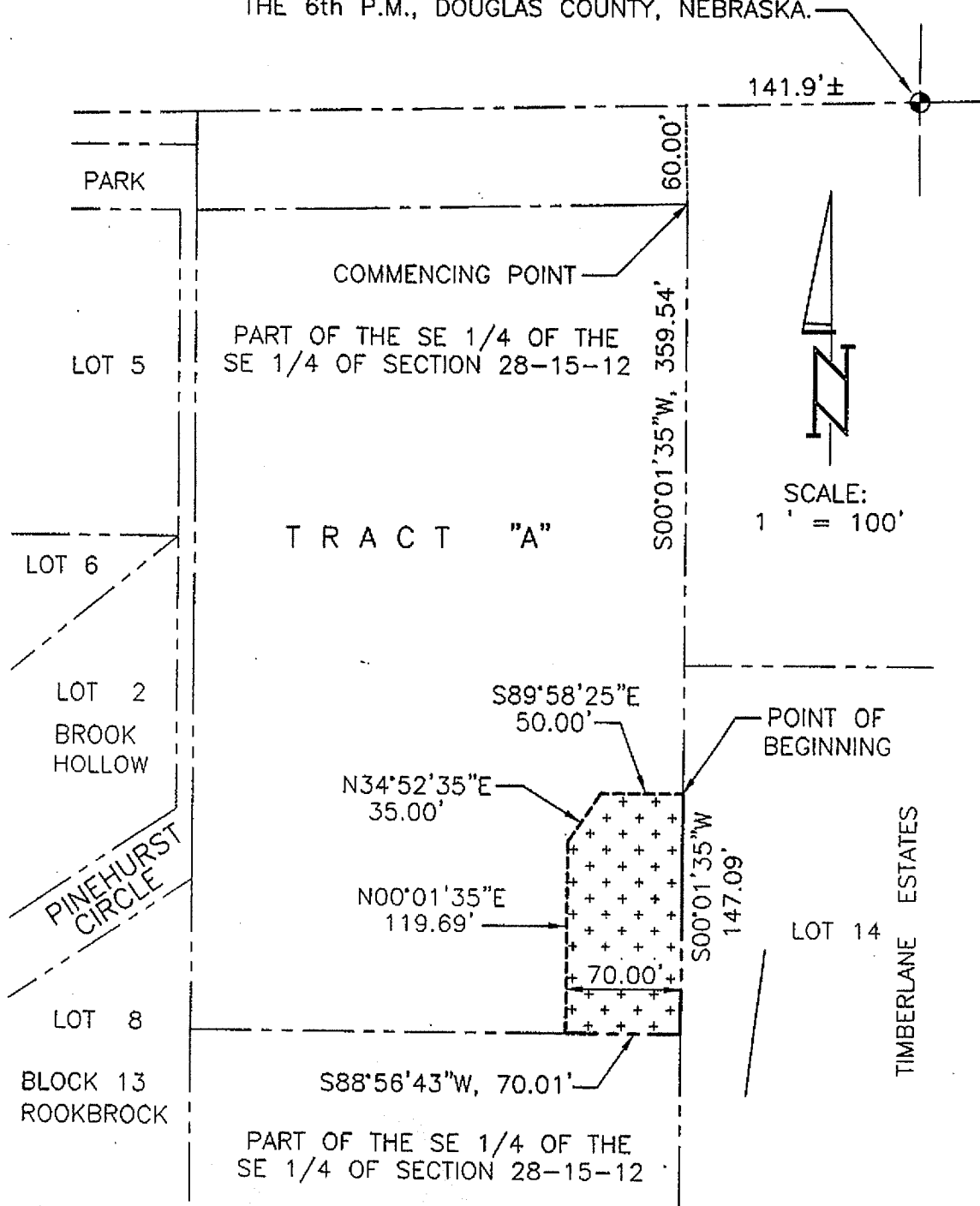
THENCE N00°01'35"E 91.74 FEET ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE S89°58'25"E 25.00 FEET TO THE POINT OF BEGINNING.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX1A DATE: JANUARY 25, 2000  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

**EXHIBIT "J4"**

THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



**LEGAL DESCRIPTION**

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 359.54 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 147.09 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF;

THENCE S88°56'43"W 70.01 FEET ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N00°01'35"E 119.69 FEET ON A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE N34°52'35"E 35.00 FEET;

THENCE S89°58'25"E 50.00 FEET TO THE POINT OF BEGINNING.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX3A DATE: JANUARY 25, 2000  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

**EXHIBIT "J2"**