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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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WHEN RECORDED RETURN TO:

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

MEMORANDUM OF SETTLEMENT AGREEMENT

THIS MEMORANDUM OF SETTLEMENT AGREEMENT, ("Memorandum"), is entered into this 28th day of February, 2000, by and between Paul J. Weiss, Bonnie Lea McCoy Weiss, individually and as Husband and Wife, (herein individually and collectively "Weiss"), and Sullivan Real Estate Group, L.L.C. d/b/a Sullivan Homes, a Nebraska limited liability company, (herein "Sullivan"). (Collectively, Weiss and Sullivan are referred to as the "Parties".) This Memorandum shall be recorded in the land records of Douglas County, Nebraska, and shall serve as public notice of each Party's rights as set forth in that certain Settlement Agreement entered into by the Parties on January 27, 2000, as subsequently amended, (collectively referred to as the "Agreement"), as such rights pertain the real property described on Exhibit "A" attached hereto, (the "Property").

1. Sullivan has granted to Weiss, their successors and assigns, an "Exclusive Easement" on that portion of the Property as described on the attached Exhibit "J2" and a "Non-Exclusive Easement" on the Property as described on the attached Exhibit "J3". Both easements shall recorded in the land records of Douglas County, Nebraska.

2. The Parties have entered into a "Nature Preserve Agreement" to protect and preserve the indigenous vegetation, trees, and wildlife located within the easement area as described on Exhibit "J2".

3. To effect the intent and purposes of the Nature Preserve Agreement and the easements, a tree plan for the location and planting of additional trees has been prepared by Weiss, and is incorporated into the Agreement as Exhibit "B". Weiss shall supervise the installation of the trees, and shall be responsible for all future care and maintenance of same. Scheduling of

planting, access to the planting site, and additional implementation details necessary to accomplish the intent of the Parties, shall be cooperatively coordinated by the Parties, or their authorized agents, in order to effect the most efficient and economical execution of the tree plan and to prevent any unnecessary delay in the development by Sullivan of the Property. Any approvals for access to the Property required for implementation of the tree plan will not be unreasonably withheld.

4. Any fence erected along the easement areas shall be in conformity with the specifications set forth on Agreement Exhibit "H." Sullivan shall supervise the installation of any such fence. The Parties will cooperate on the timing and scheduling of the installation of the fence in order to effect the efficient and economical execution of the fence installation.

5. Weiss shall pay to Sullivan a portion of the fence costs, and Sullivan shall pay to Weiss a portion of the tree costs. Each Party shall invoice the other for such Party's agreed portion, with interest accruing on any overdue and unpaid balance at the rate of 14% per annum.

6. Sullivan will incorporate some form of berm or swail in the "Drainage Plan" for the Property in a reasonable effort to slow run-off of water from the Property onto adjoining property owned by Weiss.

7. During development of the Property, Sullivan will place a silt fence generally parallel to the western lot line of the Weiss property.

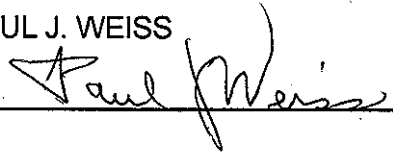
8. Only single family residences will be constructed on the Property.

9. Utilities existing or placed in the easement areas described on Agreement Exhibit "J4" shall be placed underground.

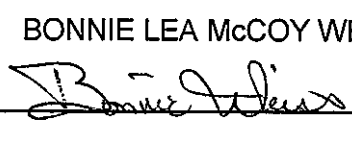
10. Contemporaneously with the execution of the Exclusive Easement, the Non-exclusive Easement, the Nature Preserve Agreement, and this Memorandum, Weiss transferred to Sullivan, via general warranty deed, fee simple title to real property legally described as, "Lot 2, Rockbrook Hollow, an administrative subdivision in the City of Omaha." Weiss has also executed a Stipulation for Dismissal with Prejudice of that certain petition filed by Weiss in the District Court of Douglas County, at Doc. 973 No. 481.

11. All terms and conditions of the Agreement are binding upon and inure to the benefit of the Parties, their successors and assigns, until such time as the Agreement expires or is terminated in accordance with its terms.

PAUL J. WEISS

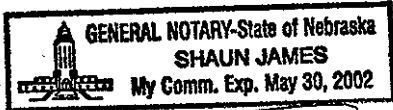


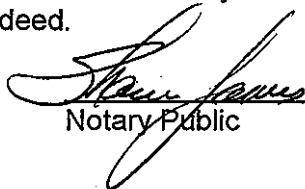
BONNIE LEA McCOY WEISS



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The above Memorandum of Settlement Agreement was executed before me this 28th day of February, 2000, by Paul J. Weiss and Bonnie Lea McCoy Weiss, and acknowledged by each of them to be his or her voluntary act and deed.





Notary Public

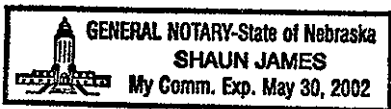
SULLIVAN REAL ESTATE GROUP, L.L.C.

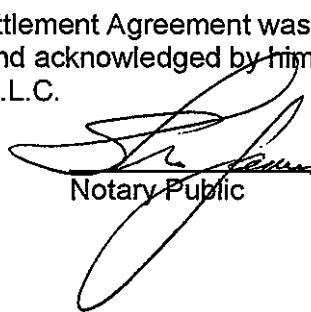
By: 

Charles Sullivan, Manager Member

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The above Memorandum of Settlement Agreement was executed before me this 28th day of February, 2000, by Charles Sullivan, and acknowledged by him to be his voluntary act and deed on behalf of Sullivan Real Estate Group, L.L.C.





Notary Public

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼ SE ¼) OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 441.9 FEET, MORE OR LESS, TO THE EAST LINE OF ROCKBROOK ADDITION, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA; THENCE SOUTH ALONG THE EAST LINE OF SAID ROCKBROOK ADDITION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°01'30" EAST (ASSUMED BEARING) A DISTANCE OF 300 FEET; THENCE SOUTH A DISTANCE OF 250 FEET; THENCE SOUTH 83°19'33" WEST, A DISTANCE OF 302.01 FEET TO THE EAST LINE OF ROCKBROOK ADDITION; THENCE NORTH A DISTANCE OF 280 FEET TO THE POINT OF BEGINNING;

AND

COMMENCING AT A POINT 141.9 FEET WEST AND 310 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE CONTINUING SOUTH (ASSUMED BEARING) A DISTANCE OF 258.2 FEET; THENCE SOUTH 89°01'30" WEST, A DISTANCE OF 300.0 FEET; THENCE NORTH, A DISTANCE OF 228.20 FEET; THENCE NORTH 83°19'33" EAST, A DISTANCE OF 302.1 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, AND RUNNING WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 441.9 FEET; THENCE TURNING AN ANGLE OF 89°01'30" TO THE LEFT AND RUNNING SOUTH FOR A DISTANCE OF 464.2 FEET TO THE POINT OF BEGINNING; THENCE TURNING AN ANGLE OF 124°22'30" TO THE LEFT AND RUNNING NORTHEASTERLY A DISTANCE OF 50.0 FEET TO A POINT; THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING NORTHWESTERLY FOR A DISTANCE OF 25.0 FEET TO A POINT; THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING SOUTHWESTERLY FOR A DISTANCE OF 32.9 FEET TO A POINT; THENCE TURNING AN ANGLE OF 55°37'30" TO THE LEFT AND RUNNING SOUTH FOR A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PART OF VACATED PINEHURST CIRCLE ADJACENT.

WHICH PROPERTY SHALL BE PLATTED INTO NINE (9) LOTS TO BE KNOWN AS LOTS 1 - 9, CHARLESTON WOODS REPLAT 1, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "A"

Proposed

Scope of Work,

Large trees shall be imported and planted within the boundaries of the No Build Area identified Nature Preserve as shown on lot plan.

Specifications;

Plant materials shall be first grade nursery grow tree stock. All plant materials shall be from local growing grounds. All plant materials shall be inspected approved and tagged prior to importation to planting site. Tagging shall include the common name, genus name and species name. Tagging shall also include the caliper and height of each tree unit.

Planting material shall be delivered to the planting site by means appropriate for the size of the tree stock. Plant materials shall be planted using accepted and approved methods for the local. Additional clean soil shall be imported as necessary, to the planting site for use in the construction of water basins under the drip line of each tree. All planted trees shall have chipped and or shredded organic mulch material placed under and around them to provide for reduction of evaporation of moisture from the soil control of weeds and insulation from extreme temperature changes.

Site conditions,

Weather is a prime consideration. Planting site work shall depend on weather and or soil conditions. Contractor shall be the sole judge of these conditions and shall not be held responsible for delays as a result of unfavorable conditions.

Access to planting site shall be approved and allowed by use of Pinehurst circle from 97 Avenue from Center Street. It shall be the responsibility of the owner or owner's representative to provide for raising or removal of the overhead cable TV, electric power and telephone lines as necessary to a minimum of fifteen feet above the street surface. Lot sites #1, #2, #3, and #4 and all street areas as shown on lot plan, shall be available without hindrance to the planting contractor. No other construction or any other contractors of any trade what so ever shall be on the lot sites identified above prior to or during the completion of all works by the planting contractor. Any delays as a result of the act or lack of action by the owner, owner's agent or representative or any other person, contractor, neighborhood or government organization claiming rights to stop or delay the progress of the planting and related works, shall be responsibility of the owner. Owner agrees to pay Stand-by rates to the contractor.

The No Build Area identified Nature Preserve as shown on lot plan shall be protected at its boundaries by what ever means necessary from any and all effects of construction by others and shall be the responsibility of the owner. Any damage as a result of others shall not be covered under this agreement and shall void the guarantee.

Water for the purpose of irrigation shall be provided.

Access to the planting site shall be agreed to and allowed for the purpose of inspection and or maintenance of the new planting for one year after completion.

Schedule A

Planting Material

11 each 18 foot tall

10 each 15 foot tall

“Scotch pine” (*Pinus sylvestris*) Rapid growth combined with a moderately dense crown. Young tree is straight in well-branched pyramid shape. Mature irregular, open, and picturesque with drooping branches. Height: 70 to 100 feet Spread: to 30 feet Needles 1 ½”- 3”, blue green color, stiff texture. Cones 2” gray to red brown.

4 each 15 foot tall

“ White pine” (*Pinus strobus*) Fast growth symmetrical cone shape with horizontal branches in regular whorls. Mature tree is broad, open, and irregular. Height: to 100 feet. Spread: to 40 feet Needles 2”-4” blue green, soft texture. Cones 3”- 8” slender, curved, light brown.

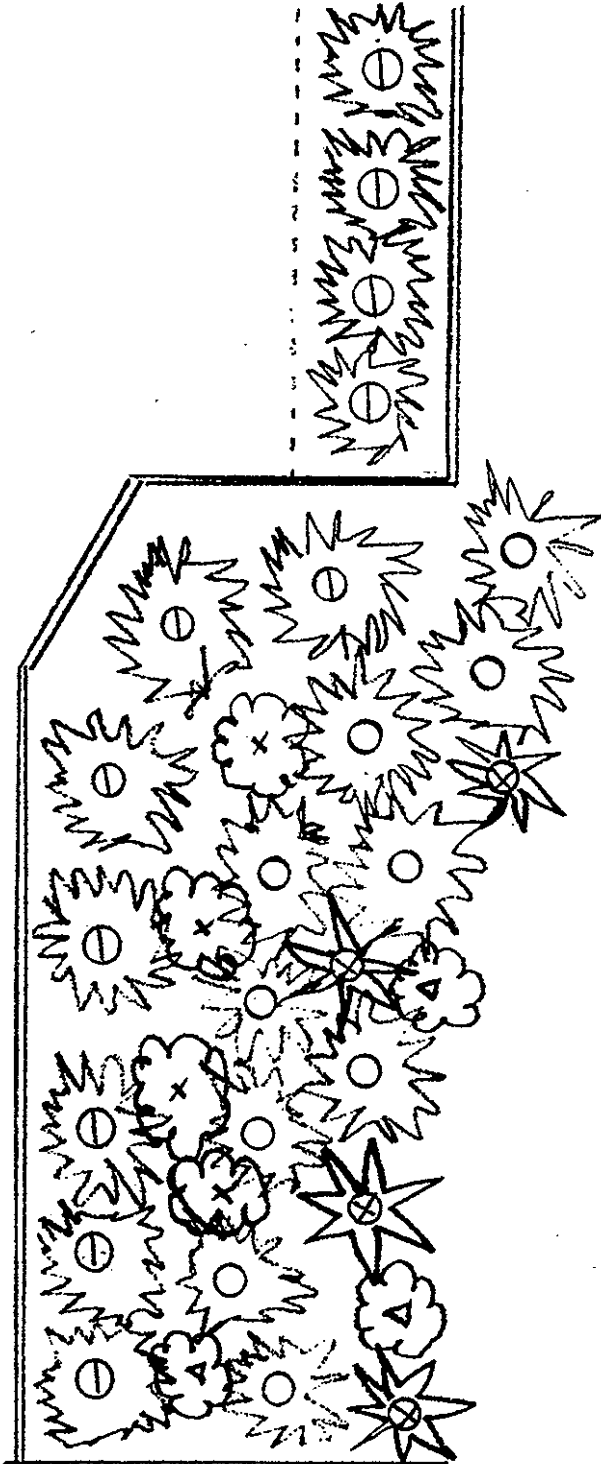
4 each 25 to 30 foot tall

“ Pin Oak” (*Quercus palustris*) Moderate to fast growth to 50’ to 80’ slender and pyramidal when young. Mature tree is open and round. Glossy dark green leaves, 3” to 6” long deeply cut into bristle-point lobes. Fall color can be yellow, red, and russet brown. Leaves may or may not fall off in winter.

3 each 12 foot tall

Amur Maple (*Acer ginnala*) deciduous small tree. Can grow 20’ high with three-lobed, toothed leaves to 3” long. Striking red color in fall. Clusters of small yellow flowers in early spring

- ⊖ 18' Scotch pine
- 15' Scotch pine
- ⊗ 15' WHITE PINE
- X 25' Pin Oak
- △ 12' Amur Maple



Proposed Tree-planting plan
 by T.D. LOSEE 1-23-00

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

SPECIFICATIONS

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

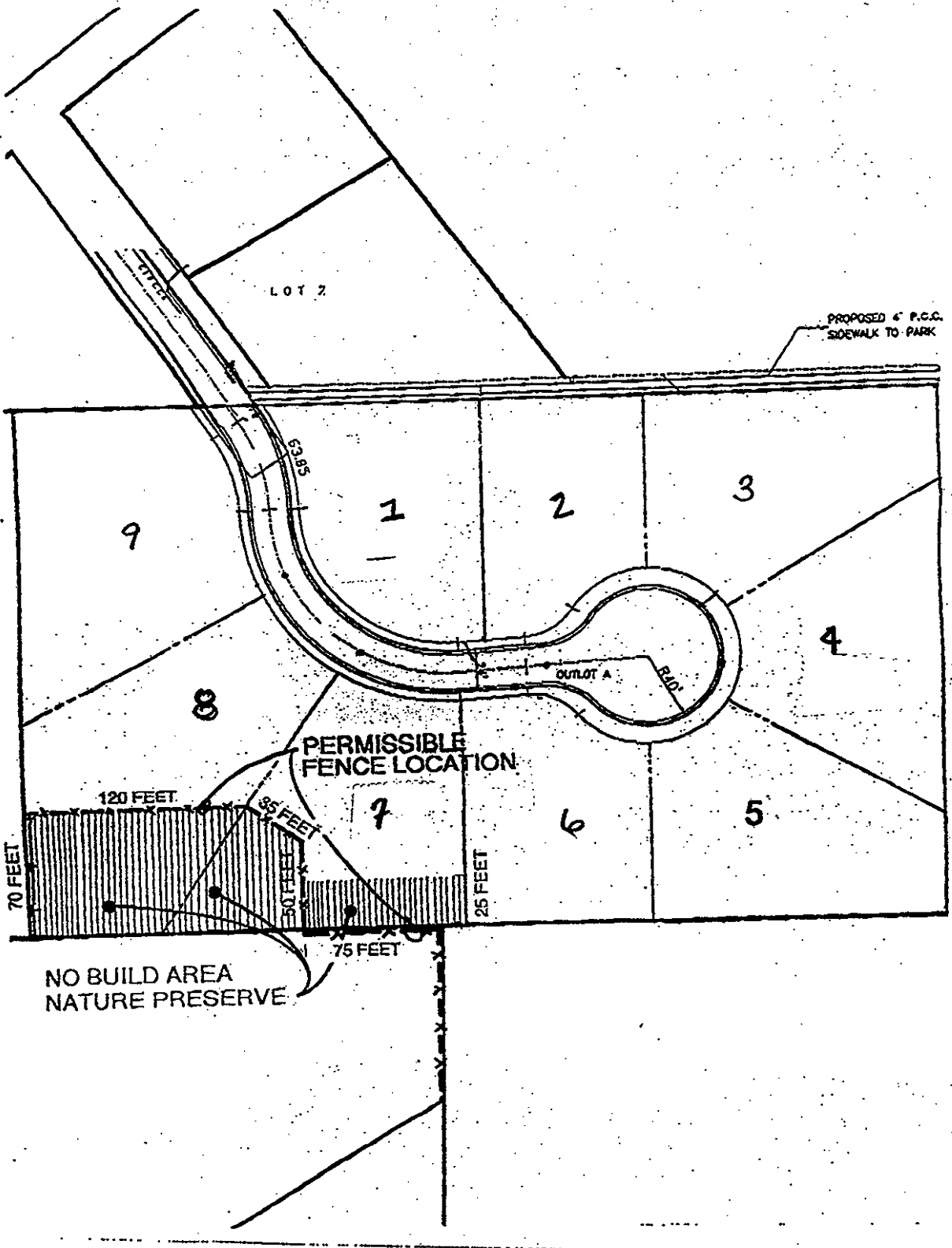
technology in the fencing industry for

the past thirty-six years.

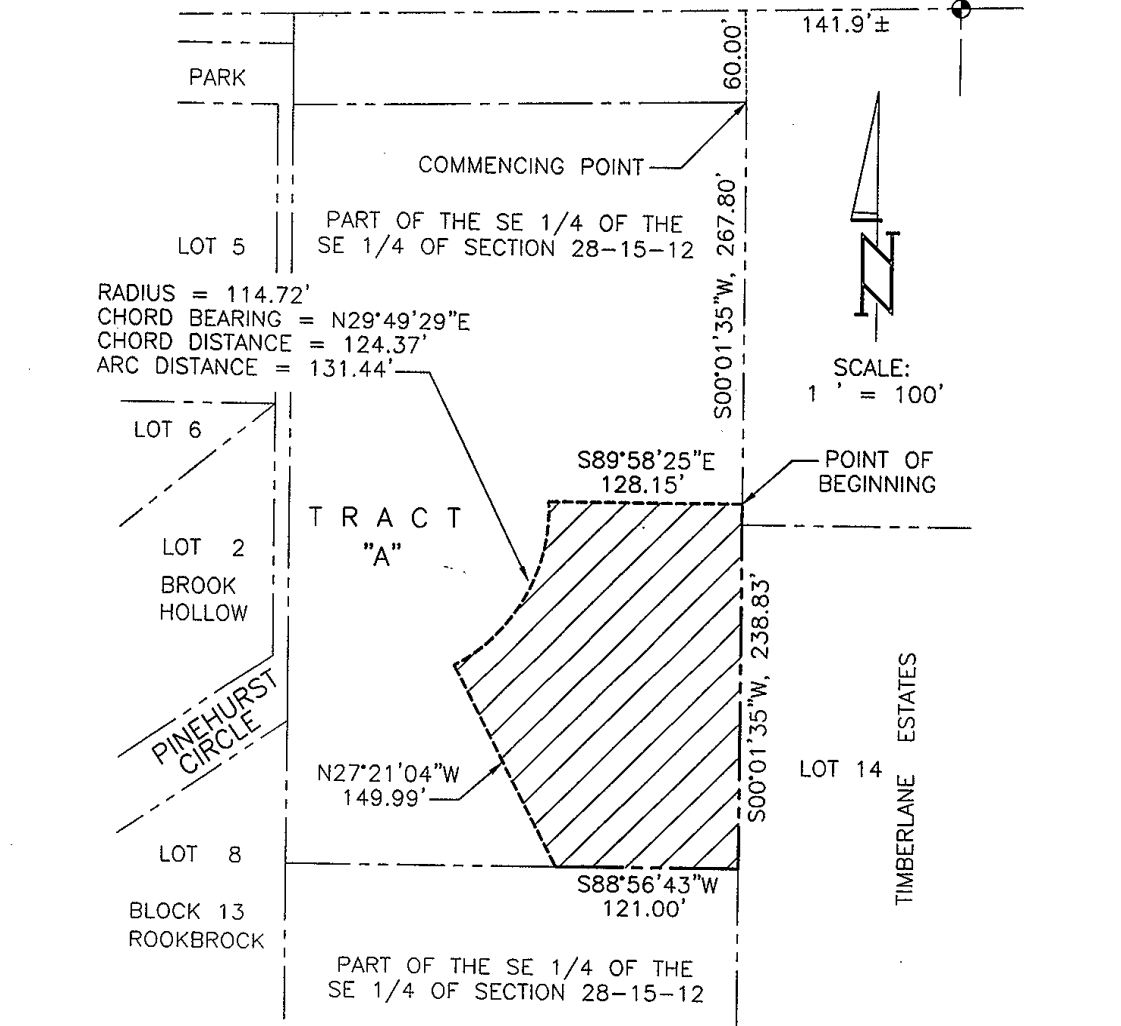
- ◆ 2" Posts, 11 gauge. Set in 6" x 36" Concrete Footings
- ◆ 3/4" Pickets
- ◆ 1 1/2" Channels on Top, Middle & Bottom Rails
- ◆ 4" spacing on pickets
- ◆ Cromate Adhesive Primer, to deter rust
- ◆ Paint Color-Gloss Black
- ◆ 3 -year Guarantee on Material, Labor & Paint
- ◆ Required pool code, 72" tall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

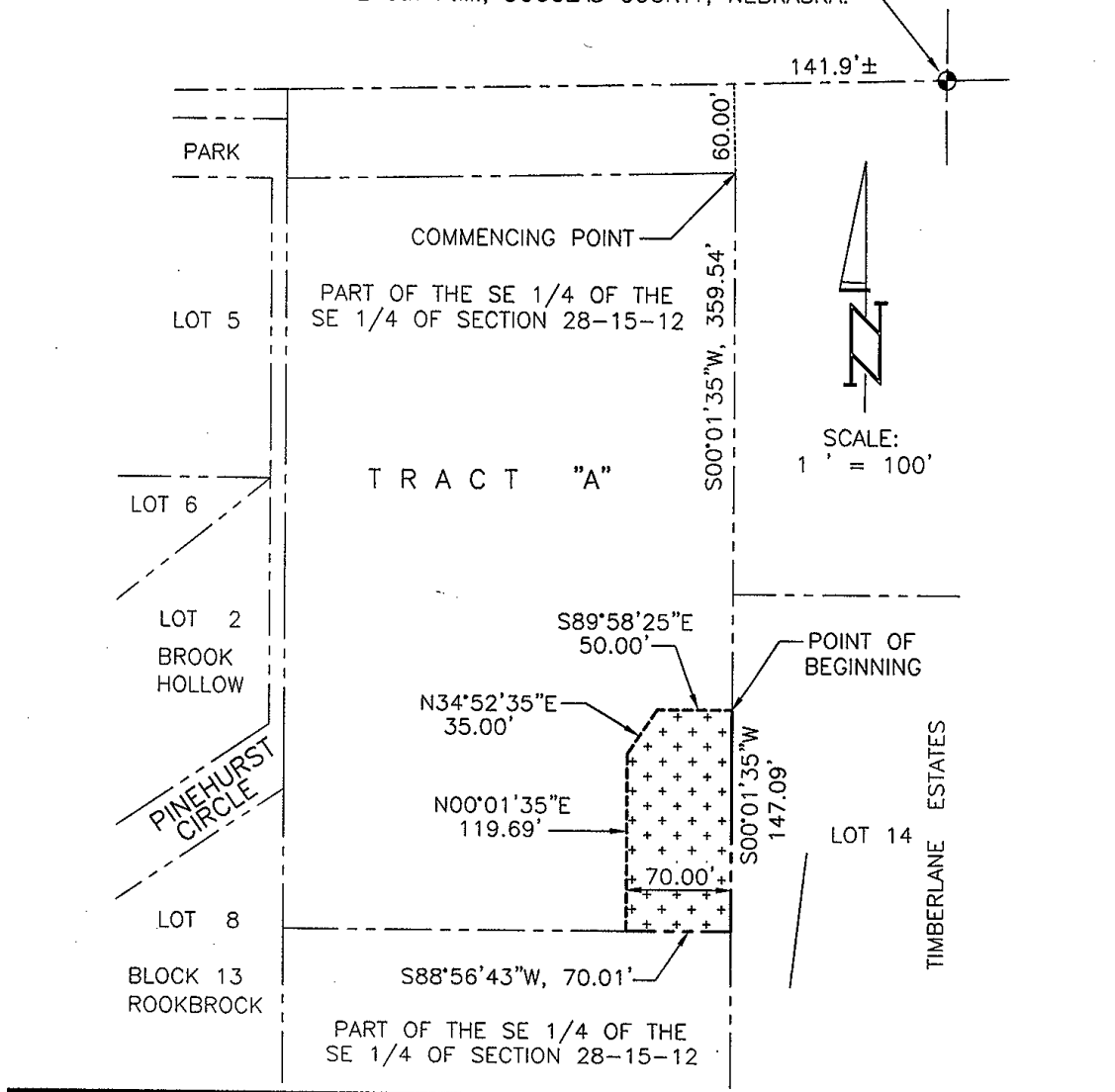
THENCE S89°58'25"E 128.15 FEET TO THE POINT OF BEGINNING.

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) 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";

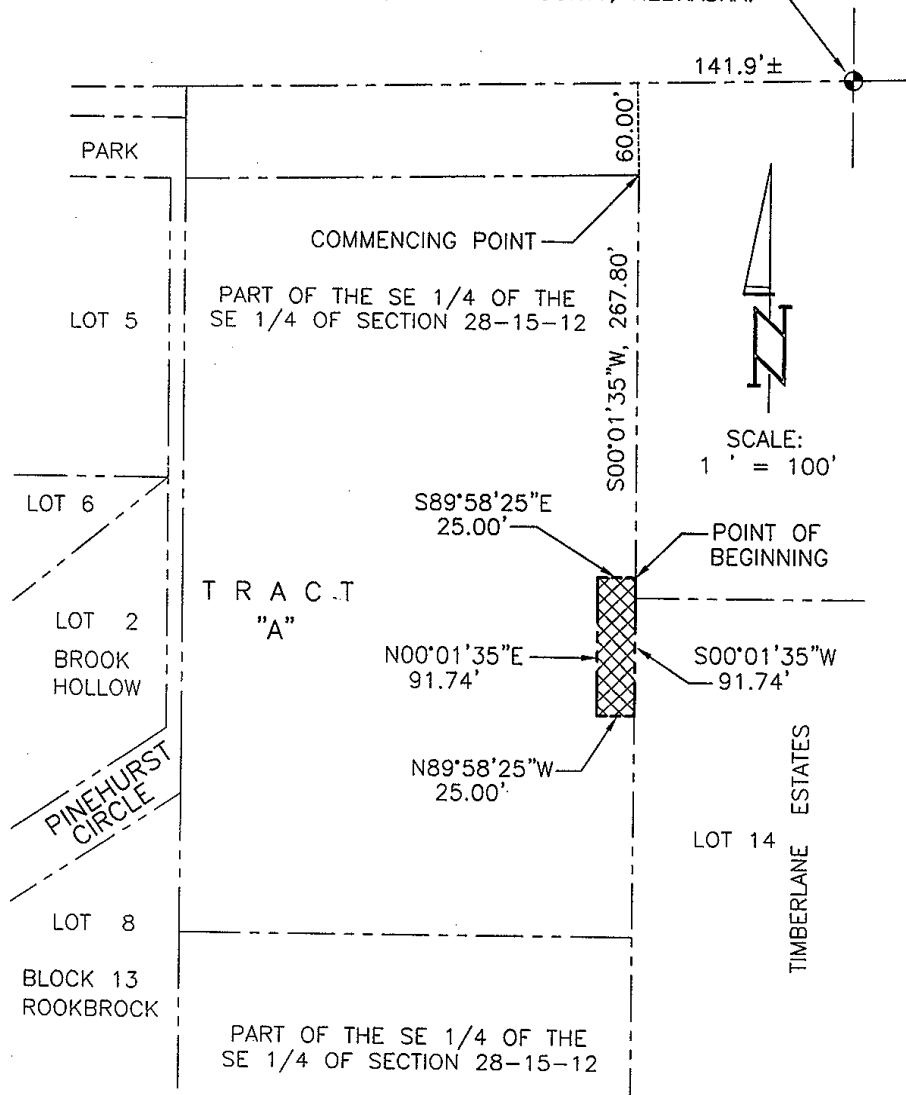
THENCE N34°52'35"E 35.00 FEET;

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"

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;

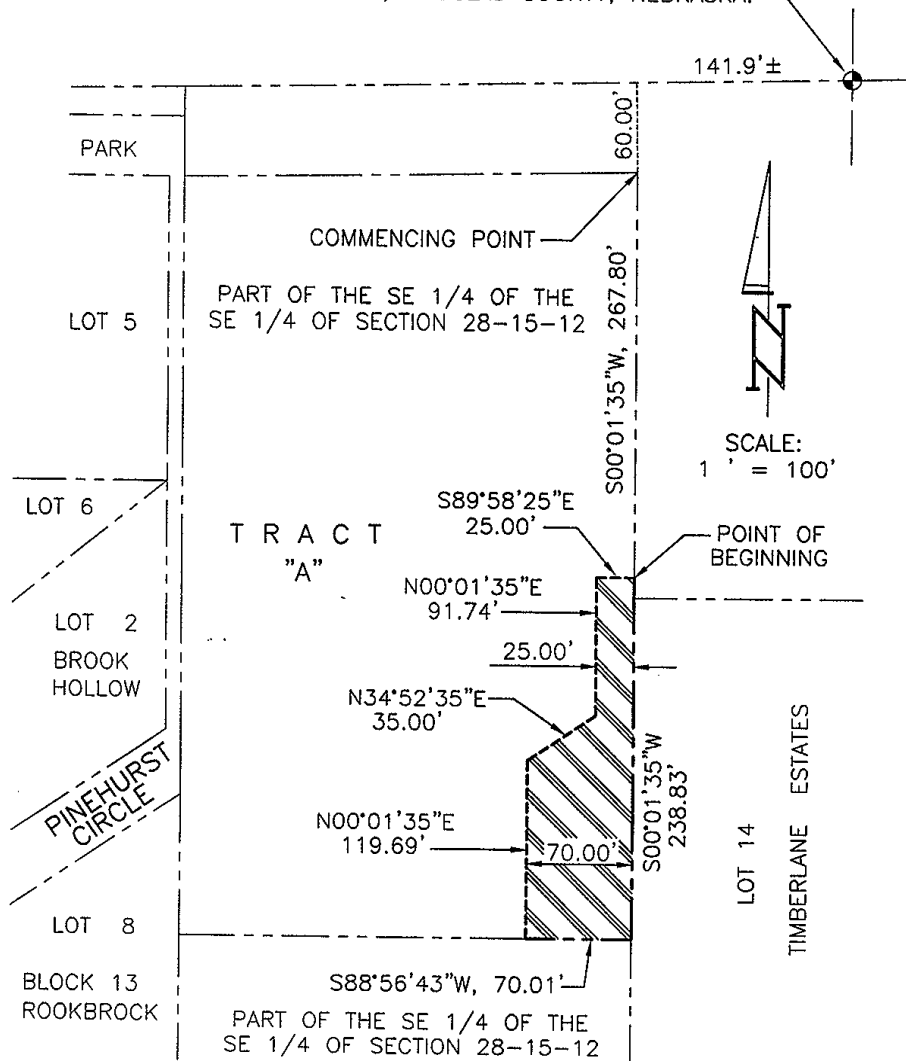
THENCE N00°01'35"E 91.74 FEET ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

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, DREESSEN & 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"