

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2011-12917  
2011 May 23 11:17:58 AM  
*Sheryl J. Dowling*  
REGISTER OF DEEDS

COUNTER JS
VERIFY JS
FEES \$ 87.50
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SUBMITTED SPENCE TITLE SERVICES - TITLE



**COMMON AREA MAINTENANCE AND EASEMENT AGREEMENT**

THIS COMMON AREA MAINTENANCE AND EASEMENT AGREEMENT ("Agreement") is made as of the <sup>*MM*</sup> ~~30~~ day of ~~April~~ <sup>*May*</sup> 2011, by and between CLAYTON BYAM, Personal Representative of the Estate of Robert S. Masters, Deceased ("Masters Estate"), DREW SNYDER REAL ESTATE, LLC, a Kansas Limited Liability Company, G-SIX, LLC, a Nebraska Limited Liability Company, and MICHAEL G. STAAB (hereinafter collectively referred to as "the Drew Snyder Parties"), and THERTOGE, LLC, a Nebraska Limited Liability Company ("Thertoge").

**1. Recitals.**

1.1 Masters Estate is the owner of Lot 1 of Masters Addition Replat 2, and Lots 1 and 2 of Masters Addition Replat 1, a Subdivision in Sarpy County, Nebraska. The Drew Snyder Parties are the owners of Lot 3 of Masters Addition Replat 1 of said Subdivision, and Thertoge is the owner of Lot 2 of Masters Addition Replat 2 of said Subdivision, all as shown on Exhibit "A," attached hereto and incorporated herein by this reference. All said Lots are hereinafter collectively referred to as the "Development" and sometimes as the "Lots", and are sometimes referred to singly as a "Lot". The Masters Estate, the Drew Snyder Parties and Thertoge, and any person or entity acquiring or otherwise become the owner of such party's Lot, are referred to herein as the "Owners."

1.2 By virtue of an Ingress and Egress Easement recorded on February 22, 2008, in the Office of the Sarpy County Register of Deeds as Instrument No. 2008-04715, and an Amendment to Ingress and Egress Easement recorded on March 3, 2010, in the Office of the Sarpy County Register of Deeds as Instrument No. 2010-05360, both of which encumber the Development (hereinafter collectively referred to as the "Easement"), the Owners have executed reciprocal easements in favor of each other covering certain paved areas of the Development; such paved areas, together with the other areas shown on Exhibit "B" attached hereto and incorporated herein by this reference are referred to collectively as the "Common Area".

1.3 The Owners desire to provide for the snow removal, mowing, landscaping, garbage removal, lighting, insurance, maintenance, repair and replacement and general servicing and maintenance of the Common Area within the Development as hereinafter provided, with the Owners retaining the sole responsibility for their own Lots, to the extent not included in the Common Area.

1.4 The Owners also desire to provide for additional cross-easements for certain utility lines and related facilities and structures which service one or more of the Lots.

**2. Maintenance Standards.**

2.1 Commencing on the date of this Agreement, the Maintenance Director (as defined below) shall serve and maintain the Common Area at all times as follows:

- (a) Maintaining, repairing, and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use, and durability, and to do any restriping, when necessary;

(b) Removing all snow, papers, debris, and refuse to the extent reasonably necessary to keep the paved areas in a clean and orderly condition (snow shall not be pushed or piled in areas or in a manner so as to impede access to doors, entrances, exits, or trash facilities);

(c) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers, and lines;

(d) Maintaining, repairing, and replacing, when necessary, the lighting as shall be reasonably required;

(e) Maintaining the following landscaping areas: Any and all areas except those areas that are erected or installed for the benefit of an individual owner;

(f) Maintaining, repairing, and replacing when necessary storm sewer pipes, inlets and outlets; and

(g) Performing itself or contracting with a third party to perform any of the services or maintenance contemplated hereby.

2.2 In addition to the foregoing, the Maintenance Director shall provide and maintain comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring the Maintenance Director against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Common Area. Such insurance shall be written with an insurer licensed to do business in Nebraska. All Owners shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than *Two Million Dollars* (\$2,000,000) for personal injury or bodily injury or death of any one person, *Two Million Dollars* (\$2,000,000) for personal injury or bodily injury or death of more than one person in one occurrence and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than *Two Million Dollars* (\$2,000,000) per occurrence. The Maintenance Director shall furnish all Owners with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates.

3. **Lighting.** It is agreed that the artificial lighting for the Common Area shall remain on from dusk until 10:00 p.m. Each Owner shall pay the costs for electricity for lighting of their respective Lot.

4. **Taxes.** Each Owner shall pay when due the real property taxes and other special taxes assessments assessed against the Owner's lot, including the portion of the Common Area on such Owner's Lot; subject, however, to the right of any such Owner to contest the amount or validity of all or any part of said taxes and assessments.

5. **Maintenance Director.**

5.1 The Owners hereby appoint World Group Commercial Real Estate as the initial maintenance director (the "Maintenance Director").

5.2 The Maintenance Director shall have the right, upon giving ninety (90) days prior written notice to the Owners of the Development, to resign as Maintenance Director. The Maintenance Director may also be removed by a majority vote. For purposes of this Agreement, and in determining such majority vote, each Lot in the Development shall be entitled to one (1) vote, provided that, in the event any one (1) Owner (either directly or indirectly through one (1) or more related parties) own three (3) or more Lots at the same time, then for purposes hereof (and notwithstanding any term to the contrary set forth herein), such Owner shall only be entitled to two (2) votes (not three (3)).

5.3 In the event of the removal or resignation of the Maintenance Director, the new Maintenance Director shall be appointed by a majority vote.

## 6. Reimbursement of Maintenance Director.

6.1 The Maintenance Director shall contract for and pay for all of the items enumerated in paragraph 2 herein.

6.2 At least thirty (30) days prior to the commencement of any work performed hereunder, the Maintenance Director shall submit such work for bid to at least two (2) bidders. The names of the bidding contractors or companies and the amounts of their respective bids shall be furnished to the Owners by the Maintenance Director within ten (10) days after receipt thereof. The Maintenance Director shall disclose to the Owners, all personal or family relationships the Maintenance Director has with people submitting bids. The Maintenance Director shall award the contract to the low bidder unless the prior written consent of a majority of the Lots to award the contract to a higher bidder is first obtained by the Maintenance Director. Notwithstanding the foregoing, the Maintenance Director may contract for any work or expense under One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per occurrence without the consent of the Owners.

6.3 The Maintenance Director shall, so often as is reasonably necessary, have the work, or any portion thereof, rebid in the manner set forth in Section 6.2. The foregoing notwithstanding, the Maintenance Director shall not be required to rebid any item before the expiration of the term of the applicable contract. In no event shall the Maintenance Director enter into any contract for all or any portion of the work for a term in excess of one (1) year without the prior written approval of a majority of the Lots.

6.4 The Owners shall cause the Maintenance Director to be reimbursed for all of its out-of-pocket expenses in performing such services plus a maximum service charge ("Service Charge") of ten percent (10%) of said expenses to cover management and administration costs. Such expenses shall not include any costs incurred by the Maintenance Director for the services of a manager or management company or for office overhead or compensation of its employees, except to the extent included in the ten percent (10%) service charge.

6.5 The Maintenance Director agrees to perform its duties under this Agreement with the goal of keeping the expenses at a reasonable minimum. On a quarterly basis, the Maintenance Director agrees to send a report to the Owners summarizing expenses incurred to date (and as compared to estimates/budget), along with a "contractor contact sheet" showing each contractor's contact information.

6.6 The Owners shall from time-to-time (by a majority vote), appoint one (1) of the Owners as an "on-site" point of contact for the Development. Any Owners having issues or concerns with the services being performed pursuant to this Agreement shall contact the appointed on-site Owner, who shall in turn communicate directly with the

Maintenance Director concerning such issues. The Owners hereby appoint William Champion as the initial on-site point of contact.

7. Billing for Expenses.

7.1 The Owner of each Lot shall pay for its pro rata share of all expenses incurred by the Maintenance Director hereunder. Each Owner's proportionate share of expenses for each calendar year (or portion thereof) shall be reasonably estimated in advance by the Maintenance Director, and such estimate shall be paid in equal monthly installments on or before the first day of each calendar month. Each Owner shall pay to the Maintenance Director, on demand, the amount, if any, equal to the amount by which the Owner's proportionate share of the actual expenses in any particular month exceeds the Owner's proportionate share of the estimated expenses. Any excess amounts paid during a calendar year shall be credited toward the amounts payable in the following year. The proportionate share of the expenses to be borne by each Owner shall be as follows:

Lot 1 Replat 2	34.33%
Lot 2 Replat 2	22.30%
Lot 1 Replat 1	12.51%
Lot 2 Replat 1	12.51%
Lot 3 Replat 1	18.36%

7.2 The Owner of a Lot may, at the Owner's expense, and upon not less than ten (10) days prior written notice to the Maintenance Director, inspect the Maintenance Director's records for all expenses incurred during the preceding calendar year at the Maintenance Director's offices or at such other location reasonably designated by the Maintenance Director at any time during reasonable business hours within one (1) year after the end of said calendar year. The Maintenance Director's expenses for any calendar year shall be deemed correct if the Owner of a Lot does not give the Maintenance Director written notice of any potential discrepancy within the one (1) year period provided.

8. Effect of Sale by Owner.

8.1 In the event an Owner sells all or any portion of its interest in its Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the Lot sold by it arising under this Agreement after the sale and conveyance of title has been completed and recorded of record, but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable and otherwise bound by all the obligations, terms and conditions set forth in this Agreement with respect to such Lot or portion thereof beginning from and after the date of sale and conveyance of title.

9. Default.

9.1 In the event any Owner fails or refuses to pay when due its share of the expenses described above, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner by the Maintenance Director or other person paying the expenses of the defaulting Owner ("Curing Party") for reimbursement plus interest from and after the date said bill was due and payable to and including the date said bill is paid, at a rate equal to the lesser of the highest rate allowed by law or

sixteen percent (16%) (the lesser rate being hereinafter referred to as the "Default Rate"). Furthermore, the Curing Party shall have a lien on the Lot of the defaulting Owner for the amount of said expenses (including the Service Charge) plus accrued interest as set forth above; provided, however, that if there is a bona fide dispute as to the existence of such default or of the amount due, and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Lot until such dispute is settled by final court decree or mutual written agreement.

9.2 In the event any Owner fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period if such Owner is diligently proceeding to rectify the particulars of such failure.

9.3 In the event the Maintenance Director fails to perform any of the provisions of this Agreement, which failure continues for a period of thirty (30) days (ten (10) days in the event of a failure to pay money) after receipt of written notice from any Owner specifying the particulars of such failure, such failure shall constitute a default and any Owner may thereafter institute legal action against the Maintenance Director for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law and/or may perform the obligations of the Maintenance Director specified in said notice of default and offset the cost thereof from amounts due the Maintenance Director; provided, however, that the Maintenance Director shall not be deemed to be in default if such failure to perform (excluding the payment of money) cannot be rectified within said thirty (30) day period if the Maintenance Director is diligently proceeding to rectify the particulars of such failure.

9.4 In addition to the foregoing, in the event any person initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall (if allowed by law), be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal) as determined by the court in the same or a separate proceeding.

9.5 The failure of a person to insist upon strict performance of any of the terms, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, conditions or agreements contained herein by the same or any other person.

9.6 In addition to the remedies set forth in this Agreement, each person entitled to enforce this Agreement shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

## 10. Lien for Expenses or Taxes.

10.1 The lien provided for in Article 9 above shall only be effective when filed of record by the Curing Party as a claim of lien against the defaulting Owner in the office of

the Register of Deeds of Sarpy County, Nebraska, signed and verified, which shall contain at least:

- (a) An itemized statement of all amounts due and payable pursuant hereto;
- (b) A description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien;
- (c) The name of the Owner or reputed Owner of the property which is the subject of the lien; and
- (d) The name and address of the Curing Party,

10.2 The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

#### 11. Responsibility if No Maintenance Director.

11.1 In the event there should at any time cease to be a Maintenance Director, each Owner shall be responsible for the various services described herein as they relate to its own Lot according to the standards enumerated herein. In the event any Owner defaults in the performance of such obligations, any other Owner may cause the performance of the obligations of the defaulting Owner and bill the defaulting Owner for the expenses incurred. In such event, the provisions and remedies of Articles 9 and 10 shall apply.

11.2 During the time there is no appointed Maintenance Director, each Owner shall indemnify, defend and hold harmless the other Owners and occupants of all other Lots from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the indemnifying Owner's Lot and arising out of the performance or nonperformance of any of the obligations of the Owner of said Lot set forth in Section 11.1, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors, or employees.

#### 12. Additional Easements.

12.1 The Owners hereby grant to each of the other Owners, for the benefit of themselves and their successors and assigns, and for the benefit of the Lots, in common with each other: (a) an easement for water, gas, electrical, telephone and cable TV lines which cross one or more of the Lots, for purposes of serving one or more of the other Lots, including the right to locate any fire hydrants, lawn sprinklers, fire sprinklers, post indicator valves, sprinkler boxes and other related utility facilities and structures, as all may be currently located on the Lots; and (b) an easement for the free flow of stormwater over and across the Lots. This easement grant shall include the right to access, repair, replace and maintain any of said utility lines, facilities or structures. The easements granted hereby shall be perpetual and shall be deemed appurtenant to and running with the land, and

inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. General Provisions.

13.1 This Agreement shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors, and assigns, and upon any person acquiring such Owner's Lot, or any portion thereof, or any interest therein, whether by purchase, gift, inheritance, transfer, operation of law, foreclosure, trustee's sale, disposition or otherwise.

13.2 The term of this Agreement shall be for twenty-five (25) years from the date hereof, whereupon it shall automatically renew for successive twenty-five (25) year periods unless terminated by a majority vote; provided, however, that this Agreement shall terminate automatically upon the expiration or earlier termination of the Easement.

13.3 Anything in this Agreement to the contrary notwithstanding, no breach of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon, and be effective against, any Owner whose title is acquired by purchase, gift, inheritance, transfer, operation of law, foreclosure, trustee's sale, disposition or otherwise.

13.4 Each term, condition and agreement contained herein respecting any Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof and shall run with the land.

13.5 This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with a majority vote, via a written instrument duly executed and acknowledged by a majority of the Lots, and duly recorded in the office of the Register of Deeds of Sarpy County, Nebraska.

13.6 All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls in Sarpy County. All notices to Owners shall be sent to the person and address set forth below:

If to the Owner of Lot 1 of Replat 2 and Lots 1 and 2 of Replat 1:  
Clayton Byam  
Byam & Hoarty  
317 American National Bldg.  
8990 West Dodge Road  
Omaha, NE 68114

If to the Owner of Lot 2 of Replat 2:  
THERTOGE, LLC  
c/o William Champion  
11260 South 131<sup>st</sup> Plaza  
Papillion, NE 68046

If to the Owner of Lot 3 of Replat 1:  
Drew A. Snyder  
Suite 302  
11602 Miracle Hills Drive  
Omaha, NE 68154

The person and address to which notices are to be given may be changed at any time by any Owner upon written notice to the other Owners. An Owner may file of record a notice of such change in notice address. All notices given pursuant to this Agreement shall be deemed given upon receipt in the case of a personal delivery and two (2) days following delivery by express delivery service.

14. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

16. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

17. Entire Agreement. This Agreement contains the entire agreement between the Owners and supersedes all prior agreements, or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Owner. In the event of a conflict between the terms of this Agreement and the terms of the Easement, the terms of this Agreement shall control.

18. Construction. In construing the provisions of this Agreement, and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

19. Joint and Several Obligations. In the event any Owner herein is composed of more than one (1) person or entity, the obligations of said persons or entities (as relates to such Owner) shall be joint and several.

20. Recordation. This Agreement shall be recorded in the office of the Register of Deeds of Sarpy County, Nebraska.

21. Dumpster. The Owners acknowledge and agree that no changes to the trash receptacle/dumpster area currently on Thertoge's property shall be made without Thertoge's express prior written consent and approval. Any future trash receptacle/dumpster areas within the Development shall not be located on Thertoge's property without Thertoge's express prior written consent. Any future Owner who has a trash receptacle/dumpster placed on their property shall, following such placement, be entitled to the same protections afforded to Thertoge hereby.



22. Negotiation. The Owners shall make a good faith attempt to resolve any dispute or claim arising out of or related to this Agreement through negotiation. Within fifteen (15) calendar days after formal notice of a dispute or claim, the Owners shall correspond and, if mutually deemed appropriate, meet to make a good faith attempt to resolve such dispute or claim.

[Signature page follows.]

EXECUTED as of the day and year first above written.

THE ESTATE OF ROBERT S. MASTERS, Deceased



By: Clayton Byam  
Its: Personal Representative

MASTERS ESTATE

DREW SNYDER REAL ESTATE, LLC, a Kansas  
Limited Liability Company

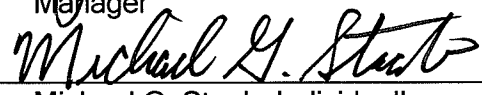


By: Drew Snyder  
Its: Manager

G-SIX, LLC, a Nebraska Limited Liability Company



By: Kenneth P. Gross  
Its: Manager



By: Michael G. Staab, Individually

THE DREW SNYDER PARTIES

THERTOGE, LLC, a Nebraska Limited Liability  
Company

By: William Champion  
Its: Member and Manager

THERTOGE

EXECUTED as of the day and year first above written.

THE ESTATE OF ROBERT S. MASTERS, Deceased



By: Clayton Byam  
Its: Personal Representative

MASTERS ESTATE

DREW SNYDER REAL ESTATE, LLC, a Kansas  
Limited Liability Company



By: Drew Snyder  
Its: Manager

G-SIX, LLC, a Nebraska Limited Liability Company



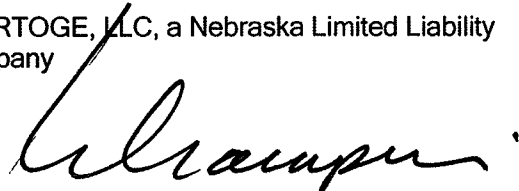
By: Kenneth P. Gross  
Its: Manager



By: Michael G. Staab, Individually

THE DREW SNYDER PARTIES

THERTOGE, LLC, a Nebraska Limited Liability  
Company



By: William Champion  
Its: Member and Manager

THERTOGE

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

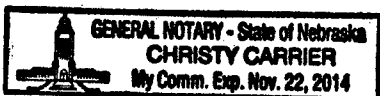
The foregoing instrument was subscribed and acknowledged before the undersigned, a General Notary Public, on April 14, 2011, by CLAYTON BYAM, Personal Representative of the Estate of Robert S. Masters, Deceased.



Jill Combs  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was subscribed and acknowledged before the undersigned, a General Notary Public, on April 19, 2011, by DREW SNYDER, Manager of Drew Snyder Real Estate, LLC, A Kansas Limited Liability Company.



Christy Carrier  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was subscribed and acknowledged before the undersigned, a General Notary Public, on April 25, 2011, by KENNETH P. GROSS, Manager of G-Six, LLC, a Nebraska Limited Liability Company.

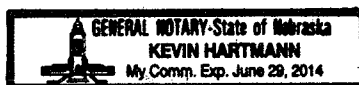


Charles D Lewis  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

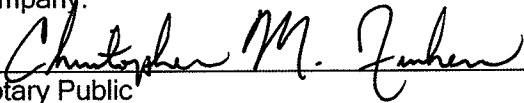
The foregoing instrument was subscribed and acknowledged before the undersigned, a General Notary Public, on April 20, 2011, by MICHAEL G. STAAB, individually.

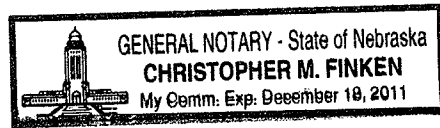
Michael G. Staab  
Notary Public



STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was subscribed and acknowledged before the undersigned, a General Notary Public, on ~~April 10th~~ <sup>Apr 10th</sup> 2011, by WILLIAM CHAMPION, Member and Manager of Thertoge, LLC, a Nebraska Limited Liability Company.

  
\_\_\_\_\_  
Notary Public

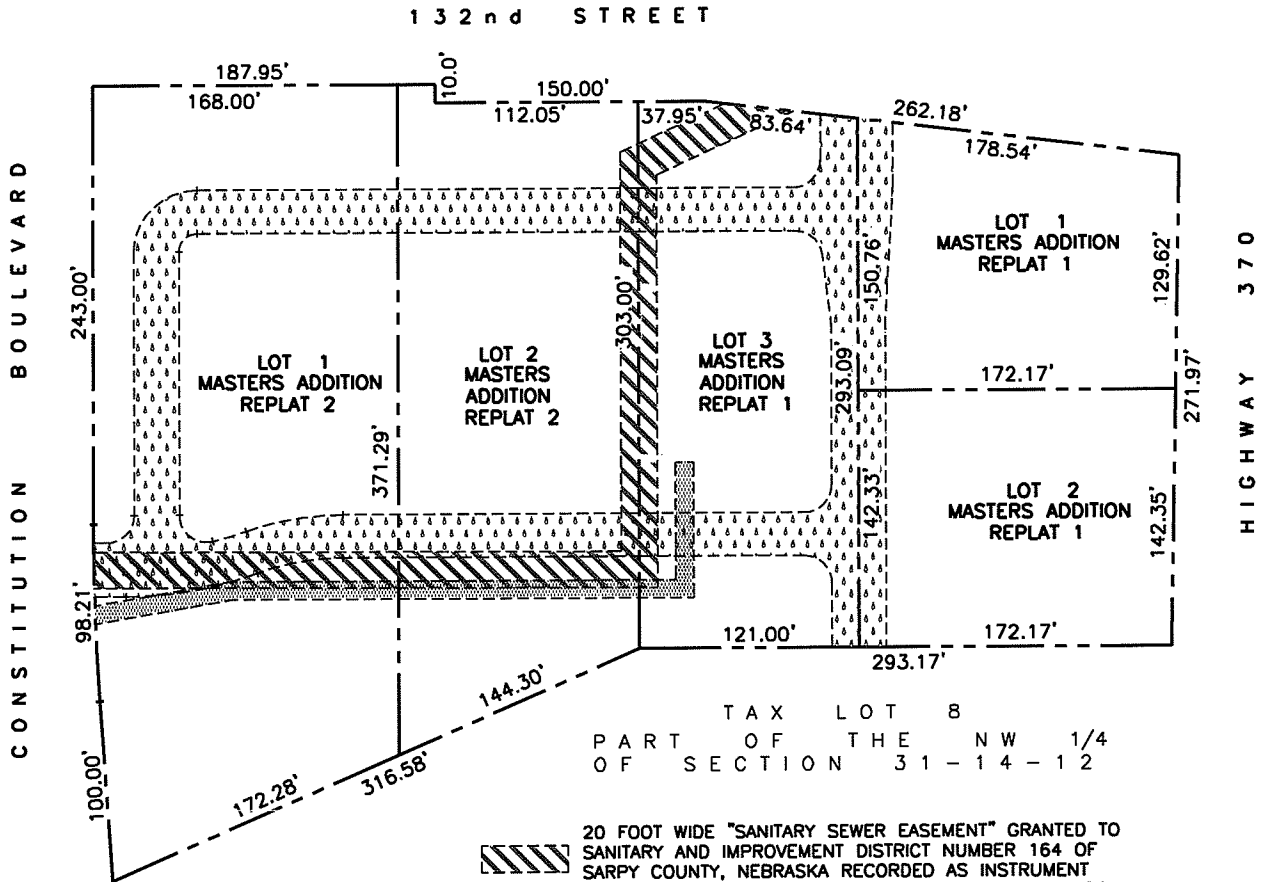
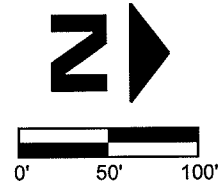


**EXHIBIT "A"**

**Description of Development**

**LEGAL DESCRIPTION**

LOTS 1, 2 AND 3, MASTERS ADDITION REPLAT 1, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOTS 1 AND 2, MASTERS ADDITION REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



TAX LOT 8  
PART OF THE NW 1/4  
OF SECTION 31-14-12



20 FOOT WIDE "SANITARY SEWER EASEMENT" GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NUMBER 164 OF SARPY COUNTY, NEBRASKA RECORDED AS INSTRUMENT NUMBER 2001-24958 OF THE SARPY COUNTY RECORDS.



"INGRESS AND EGRESS EASEMENT" GRANTED TO THE OWNERS OF LOTS 1 AND 2, BLOCK 1, MASTERS ADDITION RECORDED AS INSTRUMENT NUMBER 2008-04715 OF THE SARPY COUNTY RECORDS.



10 FOOT WIDE "EASEMENT FOR GAS LINES AND APPURTENANCES" TO BLACK HILLS/NEBRASKA GAS UTILITY COMPANY, LLC RECORDED AS INSTRUMENT NO. 2010-01034 OF THE SARPY COUNTY RECORDS.



Job Number: 1578-141-2(EX1)  
thompson, dreesen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: APRIL 11, 2011  
Drawn By: RJR  
Reviewed By: DHN  
Revision Date:

**EXHIBIT "A"**

Book  
Page

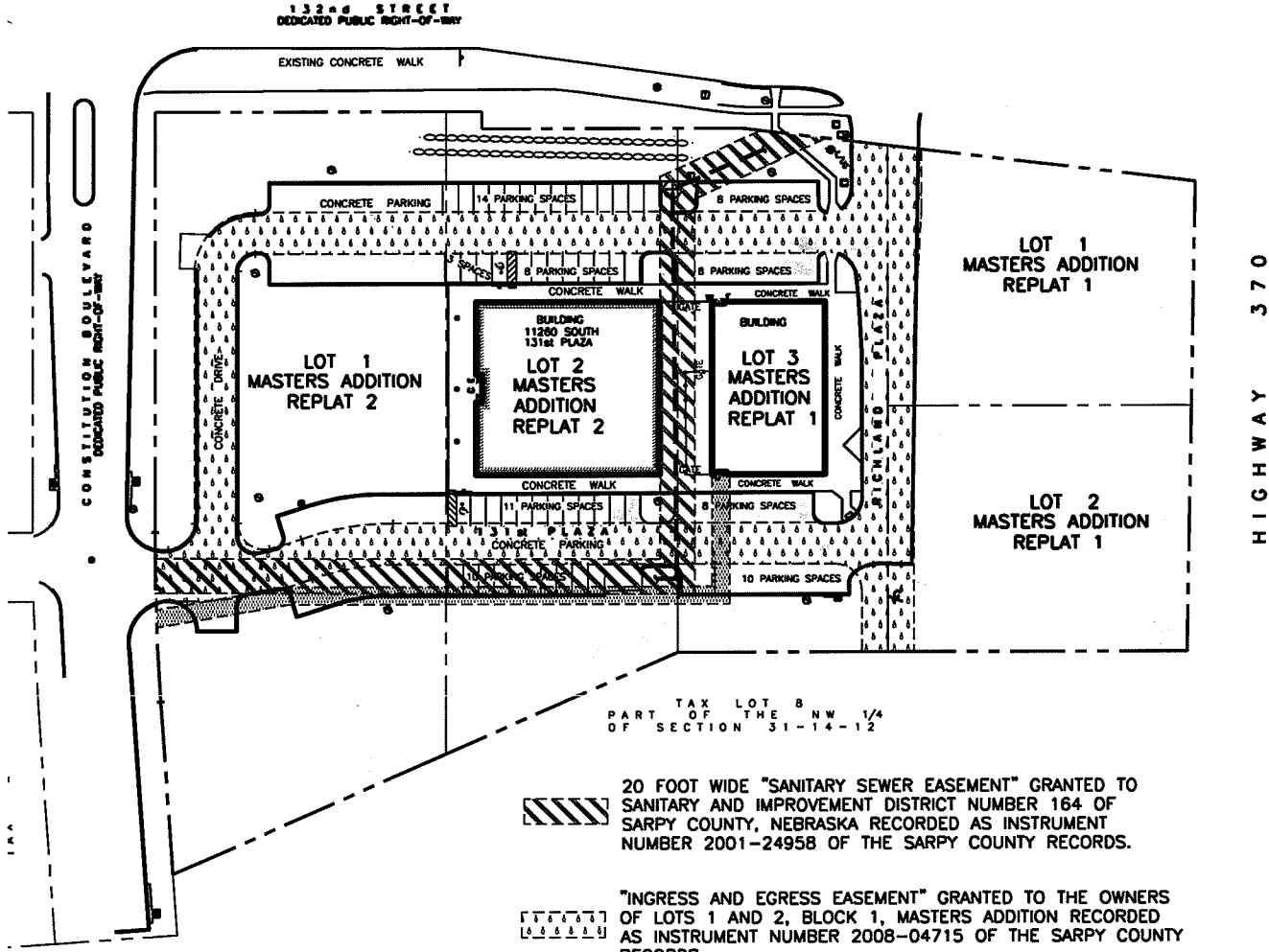
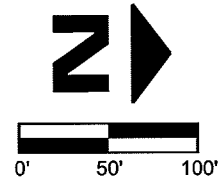
**EXHIBIT "B"**

**Common Area**





**LEGAL DESCRIPTION**


LOTS 1, 2 AND 3, MASTERS ADDITION REPLAT 1, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOTS 1 AND 2, MASTERS ADDITION REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



TAX LOT 8  
PART OF THE NW 1/4  
OF SECTION 31-14-12

 20 FOOT WIDE "SANITARY SEWER EASEMENT" GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NUMBER 164 OF SARPY COUNTY, NEBRASKA RECORDED AS INSTRUMENT NUMBER 2001-24958 OF THE SARPY COUNTY RECORDS.

 "INGRESS AND EGRESS EASEMENT" GRANTED TO THE OWNERS OF LOTS 1 AND 2, BLOCK 1, MASTERS ADDITION RECORDED AS INSTRUMENT NUMBER 2008-04715 OF THE SARPY COUNTY RECORDS.

 10 FOOT WIDE "EASEMENT FOR GAS LINES AND APPURTENANCES" TO BLACK HILLS/NEBRASKA GAS UTILITY COMPANY, LLC RECORDED AS INSTRUMENT NO. 2010-01034 OF THE SARPY COUNTY RECORDS.

**TD2**  
engineering & surveying

Job Number: 1578-141-2(EX1)  
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Date: APRIL 11, 2011  
Drawn By: RJR  
Reviewed By: DHN  
Revision Date:

**EXHIBIT "B"**

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