



Return to: Nancy Loftis, 910 L St, Lincoln, NE 68508

I-80 BUSINESS PARK COVENANTS

The undersigned establish these covenants upon the real property described as:

Lots 4, 5, 6, 7, 8 and 9, Block 2, I-80 Business Park Addition, Lincoln, Lancaster County, Nebraska

The real property is comprised of commercial lots (Lots) and common improvements consisting of a private sanitary sewer and private roadway (West "P" Circle) serving the Lots. The private sanitary sewer is shown on the attached Exhibit A.

The undersigned owner, for the purpose of maintaining the private sewer and roadway serving the property, establishes these covenants upon the Lots:

1. CORPORATION: I-80 Business Park Association (Corporation) shall be organized as a nonprofit corporation under the laws of the State of Nebraska. Owners of lots within the property shall be members of the Association. The Corporation shall have one class of members. Each member of the Corporation shall be entitled to all the rights of membership and to one vote for each Lot the member owns. No more than one vote shall be cast with respect to any Lot.

The affairs of the Corporation shall be conducted by its Board of Directors.

The Corporation shall own and maintain the sewer and private roadway and shall discharge responsibility for ownership, operation and maintenance on a permanent and continuous basis. The Corporation shall have authority to take all actions reasonably necessary to perform the responsibilities for ownership and maintenance of these improvements.

All members of the Corporation shall pay the Corporation assessments, together with late fees, interest, reasonable attorney fees, and other costs of collection, which shall be a lien upon a Lot until paid. Each assessment and other charges

5533 S 27th St.
STE 503
68512

7008A

shall also be the personal obligation of the titleholder of the Lots at the time any assessment is due.

Assessments shall be levied by the Corporation to enable the Corporation to perform its obligations to its members. Purposes shall include the administration, maintenance, repair, renovation and replacement of the private sewer and private roadway and any reasonable related expenses for common services including show removal to the Lot owners. The Board of the Corporation shall establish assessments on an annual basis and may require payment in advance or through escrow arrangements. The Board shall establish the annual assessment rate for each calendar year and provide notice to the members on or before December 1 of each year to be effective commencing January 1 of each year. Assessments which are not paid within 15 days of the date due shall be delinquent and subject to late fees and interest as allowed by law which may be established by the Board from time to time.

Assessments shall be equal as to each Lot however, if the Board determines there is a reasonable basis to allocate assessments on another basis, such as volume of use or inappropriate use, the Board may make assessments on such other basis.

The lien of any assessments shall be subordinate to the lien of any mortgage or deed of trust executed and delivered before notice of an assessment lien is filed for record by the Corporation.

2. **USE:** No lot shall be used other than for industrial or commercial purposes. No noxious or offensive activity shall be conducted or permitted upon any Lot, nor anything which is or may become an annoyance or nuisance to the development or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

The Board may establish and publish rules and regulations for use of the plumbing and sanitary sewer systems serving the Lots.

3. **GENERAL:** These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the owners of the lots and all persons claiming under the owners, and their respective successors and assigns. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds (2/3) of the lots within the property, agreeing to a termination or modification thereof. Notwithstanding the above provisions of these covenants governing membership in the Corporation, the obligation of the members for maintenance of the private road and sanitary sewer shall not be terminated or modified without the consent of the City of Lincoln, Nebraska. The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

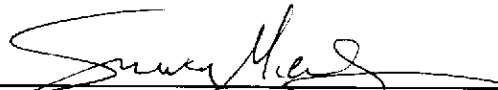
4. **EASEMENT:** The area of the private roadway (West "P" Circle) and the private sanitary sewer as shown on Exhibit A shall be subject to a continuous easement and right of entry for the Corporation, any Lot Owner and the City of Lincoln, Nebraska to enter upon West P Circle for the construction, maintenance, renovation and/or replacement of these private improvements, which shall run with the land.

5. **ENFORCEMENT:** The enforcement of these covenants and restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation or to recover damages. Proceedings for enforcement may be brought by the Corporation, any Lot Owner, or the owner of any property contiguous to the Lots.

The City of Lincoln, Nebraska shall have the right to enforce all restrictions, conditions, and covenants regarding the maintenance of the common areas and private improvements by proceedings at law or in equity. In the event the Corporation dissolves, the Lot owners shall remain jointly and severally liable for the cost of maintenance of the private sewer and private roadway in the same manner as required for the Corporation under paragraph 1. CORPORATION above.

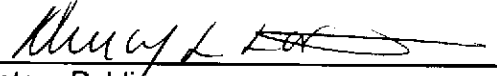
Signature page: I-80 Business Park Covenants

Owner: Lots 4, 5, 6, 7 8 and 9, Block 2, I-80 Business Park
Lincoln, Lancaster County, Nebraska


Las Brisas Land Development Co., a Nebraska corporation
by: Steven Miers, president

STATE OF NEBRASKA, COUNTY OF LANCASTER) ss

The foregoing instrument was acknowledged before me this 12 day of SEP. 2014,
2014, by Steven Miers as president of Las Brisas Land Development Co.



Notary Public



APPROVAL

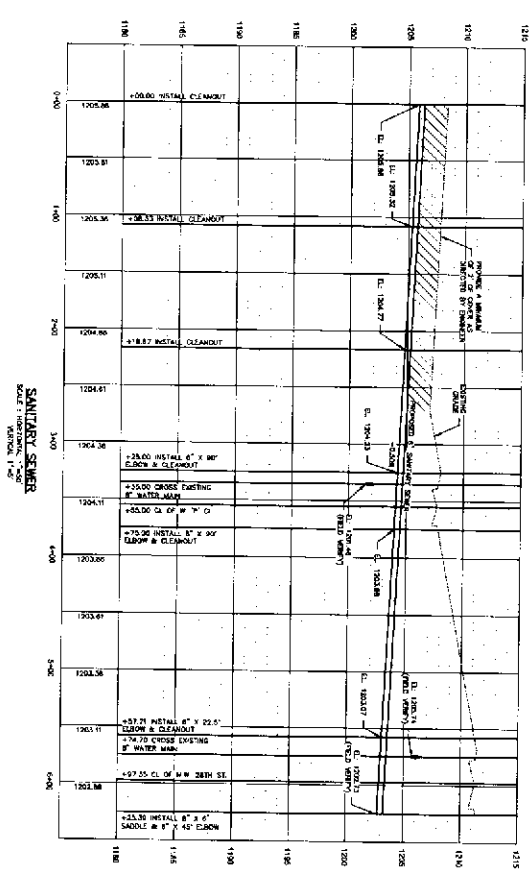
These Restrictive Covenants have been reviewed and approved by the undersigned on behalf of the City Attorney for the City of Lincoln, Nebraska pursuant to Section 26.23.170 of the Lincoln Municipal Code for the limited purpose of relieving and discharging the Owner of its permanent maintenance obligations with respect to the private sanitary sewer and private roadway by approving the transfer of such obligations to I-80 Business Park Association.

Dated: September 14, 2016

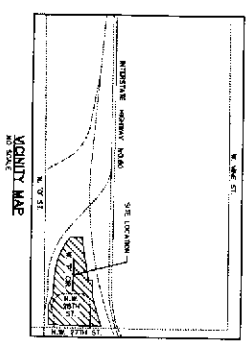
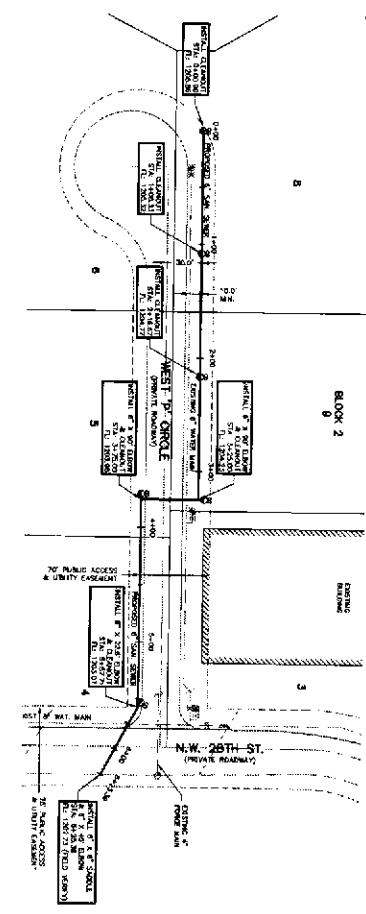
City of Lincoln, Nebraska

By: Rick Peo,
Chief Assistant City Attorney

Rick Peo



SANITARY SEWER
SCALE: HORIZONTAL, 1" = 20'
VERTICAL, 1" = 2'



1-80 BUSINESS PARK ADDITION	
SCALE: HORIZONTAL	1" = 20'
SCALE: VERTICAL	1" = 2'
DATE: 11/20/00	PROJECT: SANITARY SEWER
SCALE: 1" = 40'	PROJECT: SANITARY SEWER

- GENERAL NOTES**
1. THE SANITARY SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER SANITARY SEWER REGULATIONS AND THE DENVER SANITARY SEWER DEPARTMENT DESIGN MANUAL.
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EXHIBIT A