



MISC 2012065090



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/05/2012 09:16:26.00



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ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made this 28th day of June, 2012, by and between 204, LLC, a Nebraska limited liability company ("Assignor") and 204 Pacific, LLC, a Nebraska limited liability company ("Assignee").

RECITALS

A. 204, LLC is the "Declarant" under a Declaration of Covenants, Conditions, Restrictions and Easements for Pacific Pointe dated August 10, 2009 and recorded in the Office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2009-090423 on August 18, 2009 ("Declaration").

B. The Declaration affects certain real property situated in Douglas County, Nebraska ("Property"), legally described as follows:

0c-29228

Lot 77, Pacific Street West, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 3, inclusive, and Outlot B, Pacific Street West Replat

0c-29238 *3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1*

0c-29239 *and 2, Pacific Street West Replat 4, a Subdivision as surveyed, platted and recorded in*

0c-29242 *Douglas County, Nebraska; Lots 1 and 2, Pacific Street West Replat 5, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Pacific*

0c-29243 *Street West Replat 6, a Subdivision as surveyed, platted and recorded in Douglas County,*

0c-29247 *Nebraska; and Outlots A and B, Pacific Street West Replat 8, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.*

C. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of the rights, reservations, interests, exemptions, privileges and powers of the Declarant under the Declaration (collectively the "Declarant's Rights").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid in hand by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee and Assignee assumes and accepts from Assignor, all of the Declarant's Rights under the Declaration.

2. Assignee shall not be responsible for and does not assume any warranties, liabilities, or obligations which accrued or may accrue to Declarant under the Declaration or pursuant to law, including, but not limited to, any warranties, liabilities or obligations concerning any improvements constructed or required to be constructed by Declarant.

3. At any time after the execution of this Assignment, Assignor, without expense to Assignee shall promptly execute and deliver any document and agreement and do all other acts which Assignee may reasonably request to confirm or better effectuate the assignment of Declarant's Rights contemplated by this Assignment.

4. This Assignment shall bind and inure to the benefit of Declarant, Assignor, Assignee, and their respective successors and assigns.

5. Until further notice by Assignee, or its successors or assigns, the notice address for the Declarant and the Committee is as follows:

Notice Address for Declarant or Committee:

204 Pacific, LLC
c/o Rod Rhoden
4111 S 144th Street
Omaha, Nebraska 68137

With a copy to:

Michael D. Matejka
10250 Regency Circle
Suite 525
Omaha, NE 68114

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

7. The Recitals set forth in this Assignment are incorporated in and made a part of the Assignment.

8. All questions with respect to the construction of this Assignment shall be determined in accordance with the laws of the State of Nebraska.

9. Each provision of this Assignment is intended to be severable. If any term or provision of this Assignment shall be determined to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Assignment and shall not affect the validity of the remainder of this Assignment.

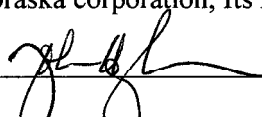
10. This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.


ASSIGNOR

ASSIGNEE

204, LLC
a Nebraska limited liability company
By: Magnum Development Corp.,
a Nebraska corporation, Its Administrative Member

204 Pacific, LLC
a Nebraska limited liability company
By: Rodney D Rhoden Trust

By: 
Name: John Hughes

By: 
Name: Rodney D. Rhoden

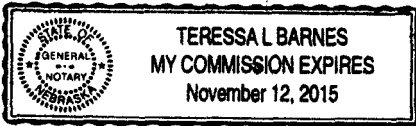
Title: President

Title: Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned Notary Public in and for said county and state appeared John Hughes, President of Magnum Development Corp., Administrative Member of 204, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal this 3rd day of July, 2012.

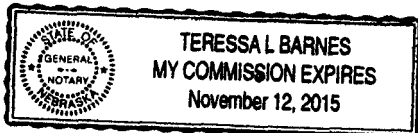


Teressa L Barnes
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned Notary Public in and for said county and state appeared Rodney D. Rhoden, Trustee of Rodney D. Rhoden Trust, Manager of 204 Pacific, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal this 3rd day of July, 2012.



Teressa L Barnes
Notary Public