



MISC Inst. # 2019021879, Pg: 1 of 4 Rec Date: 04/03/2019 15:14:24.823  
Fee Received: \$28.00 By: SN  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

(Space above line for recording information)

**MEMORANDUM OF AGREEMENT**  
Pacific Reserve (Lots 1 - 5 and Outlots A - F)

WHEREAS, the City of Omaha, Nebraska (the "City"), Pacific Reserve, LLC, a Nebraska limited liability company, (hereinafter referred to as "Developer"), having an office for the transaction of business at ~~222 S. 15th St, #1404~~ Omaha, Nebraska, and the Pacific Reserve Homeowners Association, Inc., a Nebraska nonprofit corporation (hereinafter referred to as "Association"), did on or about the 29th day of January, 2019 make, execute and deliver, each to the other, a Subdivision Agreement (the "Agreement") under which Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City's extra-territorial jurisdiction, which real property is more particularly described as follows:

Lots 1 through 5, inclusive, and Outlots A through F, inclusive, Pacific Reserve (hereinafter referred to collectively as the "Development Property"); and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The recording of this Memorandum of Agreement shall serve as notice to the public that the Agreement contains 1) provisions regulating and restricting development and use of the Development Property, 2) the improvements to be installed, located and/or operated on such Development Property, and 3) ongoing and future rights and duties of the Developer and the Association (and/or their respective successors and assigns).

2. All of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement against the Development Property made a part hereof by reference. Anyone making any inquiry or claim

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Omaha, NE 68106  
Eric Williams

regarding any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. A copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Omaha, Nebraska.

4. The topics, regulations, rights, and duties contained in the Agreement include, but are not limited to, the following:

a. In the event that the Pacific Street culvert west of Outlot A is widened by a third-party, the owners of Lots 1 thru 5, inclusive, have waived the right to protest the creation of a sidewalk improvement district to fund the construction of the Pacific Street sidewalk west of 206th Circle.

b. The owners of Lots 1 thru 5, inclusive, shall be members of the Pacific Reserve Homeowners Association ("Association"). The Association shall be responsible for maintenance and upkeep of 206th Circle until Development Property is annexed by the City. The Association shall also be responsible for the maintenance of Outlots A, E, and F, including the funding and performance of the maintenance for the post-construction stormwater management facilities in Outlot F.

c. The following outlots shall be owned/maintained as follows:

1. Outlot B, Pacific Reserve shall be utilized as green space and shall be owned and maintained by the owner of Lot 2, Pacific Reserve.

2. Outlot C, Pacific Reserve shall be utilized as green space and shall be owned and maintained by the owner of Lot 3, Pacific Reserve.

3. Outlot D, Pacific Reserve shall be utilized as green space and shall be owned and maintained by the owner of Lot 4, Pacific Reserve.

[Remainder of Page Left Intentionally Blank; Execution Page Follows]

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IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement on the 7<sup>TH</sup> day of FEBRUARY, 2019.

**PACIFIC RESERVE, LLC,**  
a Nebraska limited liability company

By: [Signature]  
Name: JOSH CARROLL  
Title: MANAGER

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged, subscribed and sworn to before me by Josh Carroll, \_\_\_\_\_ of PACIFIC RESERVE, LLC, a Nebraska limited liability company, on behalf of said limited liability company, this 7 day of February 2019.



[Signature]  
Notary Public

**CITY OF OMAHA, NEBRASKA**

[Signature] 3/26/19  
Mayor                                     Date

ATTEST: *Imprinted Seal*

[Signature] 3/26/19  
City Clerk                                 Date

APPROVED AS TO FORM:

[Signature] 26 Mar 19  
Assistant City Attorney     Date

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 26<sup>th</sup> day of March, 2019, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation. WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal: 

*Kimberly Pulliam*  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 26<sup>th</sup> day of March, 2019 before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation. WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal: 

*Kimberly Pulliam*  
NOTARY PUBLIC