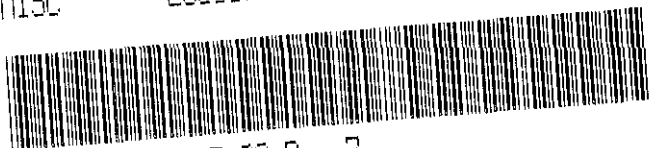




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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/26/2006 15:03:32.04



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✓ 36188

*Gross & Welch
2120 S. 72nd St.
Omaha, NE 68124*

COVENANT AGREEMENT

This Agreement made this 26th day of June, 2006, by and between Dial Harrison, L.L.C., a Nebraska limited liability company ("Owner"), and Sanitary and Improvement District No. 507 of Douglas County, Nebraska ("SID 507").

RECITALS:

1. Owner is the owner of the following described property, to-wit, and shall hereafter be referred to as "Owner."

See Exhibit A attached hereto and incorporated herein by this reference.

2. SID 507 is a sanitary and improvement district duly incorporated under the laws of the State of Nebraska which encompasses the Falling Waters Subdivision.

3. The property of Owner abuts Harrison Street on the north side of Harrison Street in Douglas County, Nebraska.

4. SID 507 has, or will, execute an Interlocal Cooperation Agreement and a First Amendment to Interlocal Cooperation Agreement for the paving of Harrison Street between 192nd Street and 204th Street.

5. Owner has requested that SID 507 execute the above referenced Interlocal Cooperation Agreement and First Amendment to Interlocal Cooperation Agreement for the paving of Harrison Street between 192nd Street and 204th Street and participate in the cost of such Harrison Street improvements to the extent of \$220,000.00. SID 507 is unwilling to execute such Agreement and First Amendment to such Interlocal Cooperation Agreement without the explicit covenants hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants set forth above, the parties hereto agree as follows:

1. SID 507 will execute an Interlocal Cooperation Agreement and a First Amendment to Interlocal Cooperation Agreement with County of Sarpy, Nebraska, County of Douglas, Nebraska, and Sanitary and Improvement District No. 261 of Sarpy County, Nebraska, to pave Harrison Street from 192nd Street to 204th Street. SID 507's share of the cost of such project shall be limited to \$220,000.00. Such payment from SID 507 shall be made at the time of final payment to the contractor on the above described project.

2. Owner agrees and covenants that, upon formation of a sanitary and improvement district to install the public improvements on the Exhibit "A" property, that such District shall enter into an Interlocal Cooperation Agreement with SID 507 and/or its assignees to reimburse SID 507 for the cost it expended to pave that portion of Harrison Street that abuts Owner's property, along with all SID 507 soft costs relating thereto. Owner's reimbursement obligation shall be based on and equal to its percentage of the combined lineal frontage of Owner's property, and the property inside the boundaries of SID 507 wherein the Owner is obligated to pay SID 507 58.96% of \$220,000.00, plus accrued interest at SID 507's Cost Of Funds Rate (COFR) until the date paid along with all SID 507 soft costs relating thereto.

3. In the event that no sanitary and improvement district is formed and/or the Exhibit "A" property is not developed within five (5) years of the date hereof, then SID 507 may certify the amount due and owing as of that date and the same shall become a lien in that amount against the Exhibit "A" property. Said lien shall continue to accrue interest at the Cost Of Funds Rate set forth in paragraph 2 above until paid in full. Such lien amount shall become and payable and become delinquent one year following the date of such certification.

The undersigned parties hereto agree that this Covenant Agreement may be filed of record at any time by SID 507 against the Exhibit "A" property in the Office of the Register of Deeds of Douglas County, Nebraska.

The undersigned parties hereto further agree that this Covenant Agreement shall be subordinate to any financing required by the Owner of the property to develop the Exhibit "A" property.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

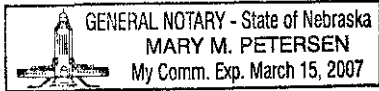
DIAL HARRISON, L.L.C., a Nebraska
limited liability company, Owner

By: 
Patrick G. Day, Managing Member

By: 
Christopher R. Held,
Managing Member

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

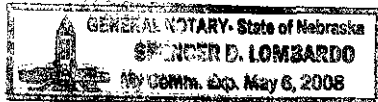
The foregoing instrument was acknowledged before me on July 10, 2006, by Patrick G. Day, Managing Member of Dial Harrison, L.L.C., a Nebraska limited liability company, for and on behalf of the Company, who personally appeared before me a General Notary Public for the State of Nebraska and who is either personally known to me or who was identified by me through satisfactory evidence.



Mary Petersen
Notary Public

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on July 12th, 2006, by Christopher R. Held, Managing Member of Dial Harrison, L.L.C., a Nebraska limited liability company, for and on behalf of the Company, who personally appeared before me a General Notary Public for the State of Nebraska and who is either personally known to me or who was identified by me through satisfactory evidence.



[Signature]
Notary Public

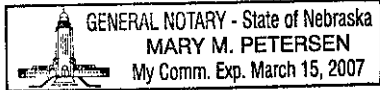
SANITARY AND IMPROVEMENT
DISTRICT NO. 507 OF DOUGLAS
COUNTY, NEBRASKA

By: [Signature]
Patrick G. Day, Chairman

By: [Signature]
Michael J. Kahre, Clerk

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

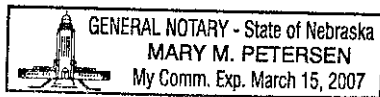
The foregoing instrument was acknowledged before me on July 10, 2006, by Patrick G. Day, Chairman of Sanitary and Improvement District No. 507 of Douglas County, Nebraska, on behalf of said entity, who personally appeared before me a General Notary Public for the State of Nebraska and who is either personally known to me or who was identified by me through satisfactory evidence.



Mary Petersen
Notary Public

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on July 10, 2006, by Michael J. Kahre, Clerk of Sanitary and Improvement District No. 507 of Douglas County, Nebraska, on behalf of said entity, who personally appeared before me a General Notary Public for the State of Nebraska and who is either personally known to me or who was identified by me through satisfactory evidence.



Mary Petersen
Notary Public

7832-2/#490423

EXHIBIT "A"**LEGAL DESCRIPTION**

PARCEL 1: A tract of land located in the South Half (S½) of Section 7, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 7; thence South 87°14'05" West (assumed bearing), along the South line of said Southwest Quarter of Section 7, a distance of 492.86 feet; thence North 02°45'39" West, a distance of 33.00 feet; thence North 13°30'27" West, a distance of 159.77 feet; thence North 08°14'48" East, a distance of 204.58 feet; thence North 01°57'41" West, a distance of 788.65 feet; thence South 87°14'21" West, a distance of 744.96 feet; thence North 01°57'41" West, a distance of 1,468.46 feet, to a point on the North line of said Southwest Quarter of Section 7; thence North 87°14'48" East, along said North line of the Southwest Quarter of Section 7, a distance of 1,234.00 feet, to the Northeast corner of said Southwest Quarter of Section 7, said point also being the Northwest corner of the Southeast Quarter of Section 7; thence North 87°14'41" East, along the North line of said Southeast Quarter of Section 7, a distance of 560.03 feet, to the Northwest corner of Lot 121, Falling Waters, a Subdivision located in said Southeast Quarter of Section 7; thence South 02°51'39" East, along the West line of said Lot 121, Falling Waters, a distance of 163.55 feet, to the Southwest corner of said Lot 121, Falling Waters, said point also being the Northerly right-of-way line of "Z" Street; thence Southwesterly, along said Northerly right-of-way line of "Z" Street, on a curve to the left with a radius of 175.50 feet, a distance of 48.16 feet, said curve having a long chord which bears South 79°16'38" West, a distance of 48.01 feet, to the point of intersection of said Northerly right-of-way line of "Z" Street and the West right-of-way line of said "Z" Street; thence South 02°51'39" East, along said West right-of-way line of "Z" Street, and also the West line of Lots 122 thru 128, inclusive, said Falling Waters, a distance of 663.28 feet, to the Southwest corner of said Lot 128, Falling Waters, said point also being on the Northerly line of Lot 131, said Falling Waters; thence South 80°41'01" West, along said Northerly line of said Lot 131, Falling Waters, and also the Northerly line of Lots 132 thru 135, inclusive, said Falling Waters, a distance of 408.78 feet, to the Northwest corner of said Lot 135, Falling Waters; thence South 09°18'59" East, along the Westerly line of said Lot 135, Falling Waters, and also the Westerly right-of-way line of Jefferson Street, a distance of 190.00 feet, to the point of intersection of said Westerly right-of-way line of Jefferson Street and the Southerly right-of-way line of said Jefferson Street; thence North 80°41'01" East, along said Southerly right-of-way line of Jefferson Street, a distance of 18.51 feet, to the Northwest corner of Lot 136, said Falling Waters; thence South 09°18'59" East, along the Westerly line of said Lot 136, Falling Waters, and also the Westerly line of Lots 137 and 138, said Falling Waters, a distance of 171.70 feet; thence South 24°12'20" East, along said Westerly line of Lot 138, Falling Waters, a distance of 112.39 feet; thence South 36°57'50" East, along said Westerly line of Lot 138, Falling Waters, and also the Westerly line of Lot 139, said Falling Waters, a distance of 76.99 feet, to the Northwest corner of Lot 155, said Falling Waters; thence South 45°38'14" West, along the Westerly line of said Lot 155, Falling Waters, a distance of 135.00 feet, to the Southwest corner of said Lot 155, Falling Waters, said point also being the point of intersection of the Northerly right-of-way line of Adams Street and the Westerly right-of-way line of said Adams Street; thence South 44°28'39" West, along said Westerly right-of-way line of Adams Street, a distance of 50.01 feet, to the point of intersection of said Westerly right-of-way line of Adams Street and the Southerly right-of-way line of said Adams Street, said point also being the Northwest corner of Lot 156, said Falling Waters; thence South 37°07'35" West, along the Westerly line of said Lot 156, Falling Waters, a distance of 164.45 feet, to the Southwest corner of said Lot 156, Falling Waters; thence South 50°53'25" East, along the Southerly line of said Lot 156, Falling Waters, and also the Southerly line of Lot 157, said Falling Waters, a distance of 105.90 feet; thence South 57°38'30" East, along said Southerly line of Lot 157, Falling Waters, and also

the Southerly line of Lot 158, said Falling Waters, a distance of 80.16 feet; thence South 59°07'17" East, along said Southerly line of Lot 158, Falling Waters, a distance of 66.54 feet, to the Southeast corner of said Lot 158, Falling Waters, said point also being the Southwest corner of Lot 159, said Falling Waters; thence South 61°19'25" East, along said Southerly line of Lot 159, Falling Waters, a distance of 85.77 feet, to the Southeast corner of said Lot 159, Falling Waters, said point also being the point of intersection of the Westerly right-of-way line of 198th Street and the Southerly right-of-way line of said 198th Street; thence South 58°23'23" East, along said Southerly right-of-way line of 198th Street, a distance of 64.57 feet, to the point of intersection of said Southerly right-of-way line of 198th Street and the Easterly right-of-way line of said 198th Street, said point also being the Southwest corner of Lot 160, said Falling Waters; thence South 58°09'16" East, along the Southerly line of said Lot 160, Falling Waters, a distance of 132.34 feet, to the Southeasterly corner of said Lot 160, Falling Waters; thence North 36°09'07" East, along the Easterly line of said Lot 160, Falling Waters, and also the Easterly line of Lots 161 thru 166, inclusive, said Falling Waters, a distance of 596.50 feet, to the Northeast corner of said Lot 166, Falling Waters, said point also being the Southwest corner of Lot 167, said Falling Waters; thence North 72°42'22" East, along the Southerly line of said Lot 167, Falling Waters, a distance of 38.37 feet, to the Southeast corner of said Lot 167, Falling Waters, said point also being the Southwest corner of Lot 168, said Falling Waters; thence North 87°15'05" East, along the Southerly line of said Lot 168, Falling Waters, and also the Southerly line of Lots 169 thru 172, inclusive, said Falling Waters, a distance of 407.74 feet, to the Southeast corner of said Lot 172, Falling Waters, said point also being on the Westerly line of Outlot "C", said Falling Waters; thence South 02°44'55" East, along said Westerly line of Outlot "C", Falling Waters, a distance of 138.09 feet, to the Southerly corner of said Outlot "C", said point also being the point of intersection of the Westerly right-of-way line of 195th Street and the Southerly right-of-way line of said 195th Street; thence Southwesterly, on a curve to the left with a radius of 390.00 feet, a distance of 410.94 feet, said curve having a long chord which bears South 04°38'52" West, a distance of 392.19 feet; thence Southerly, on a curve to the right with a radius of 460.47 feet, a distance of 182.31 feet, said curve having a long chord which bears South 14°09'23" East, a distance of 181.12 feet; thence South 02°46'30" East, a distance of 450.81 feet, to a point on the South line of said Southeast Quarter of Section 7; thence South 87°13'30" West, along said South line of the Southeast Quarter of Section 7, a distance of 1,285.79 feet, to the Point of Beginning;

Subject to public road right-of-way in the South 33 feet thereof.

PARCEL 2: A tract of land located in the Southwest Quarter (SW¼) of Section 7, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter of Section 7; thence South 87°14'05" West (assumed bearing), along the South line of said Southwest Quarter of Section 7, a distance of 492.86 feet, to the Point of Beginning; thence continuing South 87°14'05" West, along said South line of the Southwest Quarter of Section 7, a distance of 741.14 feet; thence North 01°57'41" West, a distance of 1,179.53 feet; thence North 87°14'21" East, a distance of 744.96 feet; thence South 01°57'41" East, a distance of 788.65 feet; thence South 08°14'48" West, a distance of 204.58 feet; thence South 13°30'27" East, a distance of 159.77 feet; thence South 02°45'39" East, a distance of 33.00 feet, to the Point of Beginning;

Subject to public road right-of-way in the South 33 feet thereof.

(NW¼ SE¼, SW¼SE¼, NE¼SW¼ and SE¼ SW¼)