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 Jerry M. Slusky, Esq.
 8712 West Dodge Road, Suite 400
 Omaha, Nebraska 68114

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DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS
FOR LOTS 1 THROUGH 3 INCLUSIVE
TOWER PLAZA REPLAT 10,

An Addition to the City of Omaha, Douglas County, Nebraska

THIS DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS ("Declaration") is made as of this 17 day of JULY, 2009, by 80 Dodge, LLC, a Nebraska limited liability company, ("Declarant").

RECITALS:

WHEREAS, Declarant is the sole owner of certain real property situated in the County of Douglas, State of Nebraska, legally described as follows:

Lots 1, 2 and 3, Tower Plaza Replat 10, an Addition to the City of Omaha, Douglas County, Nebraska.

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners and Occupants (as defined below) of the Lots, or any part thereof, certain mutually beneficial restrictions and obligations with respect to the use, operation and maintenance thereof consistent with a first class retail, commercial, and hotel development.

WHEREAS, by virtue of the recording of this Declaration, the Lots (as defined herein) shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in any Lot or any portion thereof, by acceptance of a deed or other conveyance of such interest, and every Owner of a Lot or any portion thereof, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding on the present Owners of the Lots and all its successors and assigns and all subsequent Owners of the Lots and Improvements (as defined below), together with their grantees successors, heirs, executors, administrators, devisees, mortgagees and assigns.

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions and restrictions on the Lots which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Owners and Occupants of the Lots or any portion thereof within the Development, their respective heirs, legal representatives, successors and assigns, and any mortgagees.

ARTICLE 1 Definitions

Definitions. The following words and phrases shall have the following meanings:

1.1 "Architectural Design Committee" means the Architectural Design Committee established pursuant to the provisions of Section 4.1 hereof.

1.2 "Declarant" means 80 Dodge, LLC, a Nebraska Limited Liability Company, and its successors and assigns as described in Section 8.5.

1.3 "Common Areas" means those portions of the Lots, and any improvements thereon, to be used for the common benefit of all or certain Owners and/or Occupants of the Lots and which are not from time to time used or cannot, under the terms of this Declaration or otherwise, be used for buildings and shall be improved, kept and maintained as provided herein; provided, however, that the Owner of any Lot may reconvert such areas from Common Areas by giving notice to the Declarant and the Owners and constructing buildings or improvements thereon in compliance with this Declaration.

1.4 "Development" means, in the aggregate, all of the Lots, including all of the improved areas and all Common Areas.

1.5 "Association" means 80 Dodge Property Owners Association, Inc., a Nebraska nonprofit corporation.

1.6 "Improvements" means any building, structure, tunnel, drainage way, driveway, walkway, fence, wall, trellis, lake, water feature, landscaping, sprinkler system, sign, and any other building, structure or improvement of every kind and nature whatsoever now or hereafter located on or under any Lot.

1.7 "Lot" or "Lots" means the real estate lots described above or any subsequent administrative subdivision, replat, revision or amendment thereof, all of which are part of the Development. If any Lot is hereafter lawfully subdivided, by administrative lot split, lot line adjustment, lot combination, or otherwise, the Owner of the affected Lot shall record an instrument, with copies attached thereto of the Land Surveyor's Certificates or Replat recorded in the records of Douglas County, Nebraska, showing such subdivision.

1.8 "Mortgage" means any instrument recorded or filed in the records encumbering a Lot or any portion thereof as security for the performance of an obligation given in good faith and for valuable consideration which is not a fraudulent conveyance under Nebraska law, including, without limitation, a deed of trust, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code or an encumbrance affecting any leasehold interest in a Lot (such as leasehold mortgage).

1.9 "Occupant" means any person or legal entity, other than the Owner (as defined herein), who is entitled to the use or occupancy of any building or portion thereof, or in rightful possession of, any Lot, building, or portion thereof located within the Development under rights contained in any deed, lease or similar agreement, including, but not limited to, tenants of an Owner and the agents and employees of an Owner or its tenant(s).

1.10 "Owner" means the owner of record, whether one or more, of the fee simple title, whether or not subject to any Mortgage, to any Lot, any purchaser of fee simple title under a land contract of record, and any tenant or Occupant of a Lot pursuant to a ground lease for the Lot for a continuous period of no less than twenty (20) years; but does not mean those having such interest merely as security for the performance of an obligation or a seller under a land contract of record. Each Owner shall be a member of the Association.

1.11 "Permittees" means the Declarant, any Owner, any Occupant and any officer, director, employee, agent, contractor, customer, invitee, licensee, vendor, subtenant, mortgagee or concessionaire of Declarant or any Owner or Occupant insofar as their activities relate to the intended use or enjoyment of the Development.

1.11 "Subdivision Agreement" means that certain Subdivision Agreement, and any and all subsequent amendments thereto, dated February 10, 2009, by and between 80 Dodge, LLC, a Nebraska limited liability company, 80 Dodge Property Owners Association, and the City of Omaha, a copy of which is attached hereto as Exhibit "A".

1.12 "Zoning Regulations" means Chapter 55 of the Omaha Municipal Code ("Code").

ARTICLE 2 Use Restrictions

No Owner or Occupant shall permit any use or condition of any Lot that is inconsistent with a comparable first class retail, office, commercial, business or hotel development. Without limiting the generality of the foregoing, the following requirements shall apply to all Lots; and the following uses or services shall not be inconsistent with the concept of a first class retail, office, commercial, business or hotel development:

2.1 Zoning Compliance. All uses must conform to applicable codes and zoning regulations of any municipal body or agency with jurisdiction over the Lots.

2.2 No Interference. No Owner or Occupant shall keep or maintain anything or shall permit any condition to exist upon such Owner's or Occupant's Lot or cause any other condition on any Lot which materially impairs or interferes with any easement or right of the Declarant, of any other Owner or Occupant, or otherwise materially impairs or interferes with the use and enjoyment of the Declarant or the other Owners or Occupants of the Common Areas.

2.3 Parking Restrictions. Each Owner or Occupant shall use reasonable efforts to ensure that its Permittees do not improperly or illegally park on or block the Common Areas or public streets. Each Owner or Occupant shall require its employees to park on their respective Lot.

2.4 Uses. As of the date of this Declaration, all Lots within the Development are zoned Community Commercial; Lots 1 and 2 are designated an ACI-2 Overlay. There will be a four story extended stay hotel constructed on Lot 3. All uses must comply with City of Omaha Code and zoning

criteria, as may be revised from time to time. Except as otherwise provided for in this Declaration, no Lot within the Development shall (i) be used in violation of any applicable federal, state or local laws, ordinances, rules or regulations; (ii) be used, operated or maintained in a dangerous or hazardous condition; (iii) be used in a manner to constitute a nuisance or be used, operated or maintained in an obnoxious manner by reason of unsightliness or excess emission or odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation; (iv) be used for the operation and maintenance of a circus, carnival, bowling alley, roller rink, skating rink, auction house, flea market, funeral parlor or mortuary, unemployment office, bingo or other game room, teen club, gambling enterprise, warehouse operating or manufacturing or assembling operation, storage (except incidental to the primary commercial use), a facility where auction sales are conducted, an establishment selling or exhibiting pornographic materials, striptease clubs, ballroom; or (v) be used for any fire sale, or bankruptcy sale (unless pursuant to a court order), provided that any Owner or Occupant that goes out of business shall be entitled to hold one going out of business sale not exceeding four (4) weeks in duration.

2.5 Storage and Loading Areas. No materials, supplies or equipment shall be stored in or allowed to remain in any area on any Lot except inside a closed building. Notwithstanding the foregoing, during the construction of any building on a Lot, construction materials may be stored on such Lot provided such storage is lawful and accomplished in a manner reasonably designed to minimize any interference with the use and enjoyment of any existing building and Common Areas by any Owner(s) and Occupant(s) thereof.

2.6 Water Flow. Each Owner shall be responsible for the flow of surface water over, across and off its Lot. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of improvements substantially as shown on Exhibit "B" (including without limitation building and building expansion, curbs, drives and paving) shall be permitted. At all times, Owners and Occupants shall take reasonable steps to control the surface water drainage and prevent damage resulting from surface water flowing from Owner's Lot onto any Common Area or adjoining Lot.

Article 3

Design Regulations and Performance Standards

3.1. All Improvements will be designed and built so as to present an appearance on all sides consistent with that of a first class retail, office, commercial, business or hotel development and shall be designed so that the exterior elevations of Improvements shall be architecturally and aesthetically compatible with Improvements to be constructed on other Lots in the Development, as determined by the Declarant in its sole discretion. Exterior materials of any building shall consist of brick, marble, granite or other natural stone, architectural concrete, EIFS, materials having the appearance of these items, glass, or any combination of these. No pre-engineered metal buildings will be permitted.

3.2. Height limits, required minimum building setbacks, and other basic development standards shall conform to City of Omaha zoning regulations and any other more restrictive requirement contained in this Declaration.

3.3. The Owner or Occupant of each Lot will make provisions for adequate off-street parking to serve the Lot. Such parking shall be in the form of hard-surfaced parking lots. No on-street parking will be permitted except as allowed by City of Omaha criteria. All Lots shall provide at least the minimum number of parking areas or spaces for private passenger vehicles required by the applicable zoning ordinance of the applicable local governing body.

3.4. All loading areas, docks, antennae, and exterior mechanical equipment, including rooftop equipment, must be screened when viewed from adjacent streets, and at ground level along an adjacent Owner's Lot lines. Such screening will consist of permitted building materials or landscaping. No radio, television, satellite reception dish or any other device for the reception or transmission of television, radio, microwave or any other form of electromagnetic radiation shall be placed or maintained upon any Lot, building or other improvement which are visible at ground level from any other Lot, building or Common Areas, except as expressly permitted in writing by the Architectural Design Committee.

3.5. Immediately upon completion of building construction, or at the next available planting season, the Owner shall install and maintain permanent landscaping. Such landscaping will consist of plant materials, paving materials, ground cover, and other landscaped features consistent with the overall development theme of the Development. All permanent landscaping will include automatic underground irrigation systems sufficient to support the living plant materials used.

3.6. All exterior signs or graphics of any kind or nature on the Lots or in the Development shall contribute to the overall cohesiveness and attractiveness of the Development. To this end, all signs, permanent or temporary, and all graphics of any kind or nature which are visible from the exterior of any building or are located on any Lot shall conform to City of Omaha criteria as to design, color, size and location before erection or placement. Any sign or graphic erected without such conformance shall be removed by the Declarant or its designee at the Owner's expense if the violator fails to do so within fifteen (15) days after written notification that the Owner or Occupant is in violation of the Declaration. No outdoor advertising signs or billboards, and no signs incorporating flashing, pulsating, or rotating lights will be permitted in the Development.

3.7. No Owner shall place or permit any materials, supplies, equipment, garbage, debris or refuse of any kind or nature to be placed on or to accumulate in any areas on, in or adjacent to any Lot or building that are visible at ground level from any other Lot within the Development. All garbage, debris and refuse shall be placed in a dumpster or similar receptacle on or about the loading dock servicing such building, or if no loading dock is in existence, shall be screened from the ground level view of all adjoining Lots and streets and removed at regular intervals. All dumpsters or garbage containers shall be completely surrounded with decorative fencing and designed to preclude ground level public view. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot except in approved dumpsters or garbage containers. Each Owner, at its expense, shall cause the windows and exterior surfaces of any building on the Owner's Lot to be washed or cleaned regularly.

3.8. During any building construction or renovation on a Lot, the Owner of such Lot shall insure that such construction is carried out in a good and workman like manner and completed in a timely fashion. Owner's agents, contractors, and employees shall insure that the construction site is maintained in an orderly appearance, trash and debris is contained on-site, building materials are stored in an orderly manner, and that no debris, soil erosion, or building materials are permitted to leave the Lot or adversely affect other Lots, Common Areas, or public streets. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual construction operations.

3.9. Landscaping shall not materially obstruct (either through original planting or through untrimmed growth) the view of the buildings constructed from time to time on any Lot. All trees on Lots 1 and 2 shall be of an ornamental, low-growing type.

3.10. Except during construction, until such time as a Lot is developed and improved by its Owner, such Owner shall keep the same planted with grass, mowed and in a clean and slightly condition.

3.11. Other than for safety during construction, no barricades, fences or other dividers will be constructed at or near the property lines of a Lot and nothing shall be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic within a Lot in the areas designated for such purpose by the Owner of such Lot except for curbing reasonably designed and installed to assist traffic control; provided that each Owner will have the right to erect barriers, once each year for a period not exceeding 24 hours, to avoid the possibility of dedicating such areas for public use or creating prescriptive rights thereon.

3.12. No camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot. No motor vehicle may be parked or stored outside on any Lot for more than 36 hours, except and unless (i) the vehicle is parked or stored on Lot 3; and (ii) the owner of such vehicle is a registered and paying lodger at the hotel on Lot 3. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained on any Lot, and in any yards, driveways or streets. However, this subsection shall not apply to construction trailers, trucks, tractors or commercial vehicles which are necessary for the construction of a building during the period of construction.

3.13. Except as approved by the Architectural Design Committee, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any building which in any manner will allow light to be directed or reflected on the Common Areas, any adjoining Lot or any part thereof. All exterior lighting to be installed upon the Development, including all street lighting, shall conform to City of Omaha zoning regulations and any other applicable ordinances, rules and regulations of the City of Omaha as the same may be amended from time to time.

3.14. Construction of any Improvement shall be completed within one and one-half (1½) years, which can be extended by Force Majeure, from the date of commencement of excavation or construction of the Improvement. "Force Majeure" shall mean the performance of an obligation under this Agreement may be delayed if, despite the exercise of good faith and due diligence, it is prevented by a cause beyond the reasonable control of the party having the obligation. Cause for delay may include fire or casualty, governmental action or inaction, acts of war and other causes customarily called "force majeure". Financial inability will not be excused by this section. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot without the prior express written consent of the Declarant, to be granted in its sole and absolute discretion. As much as possible during the construction process, root zone areas will be barricaded to prevent contractors from compacting the soil by driving vehicles beneath trees or by piling dirt or other construction material on top of roots. If retaining walls prove necessary, underground aeration systems will be installed to maintain a reasonable amount of oxygen to the affected roots.

3.15. All electrical lines, communication lines, and other utility service lines servicing a Lot or any improvement thereon shall be buried underground except temporary above-ground service shall be permitted when necessary, but only during construction of any improvement on a Lot.

3.16. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

Article 4
Architectural and Landscape controls

4.1. Architectural Design Committee. The Owners of Lots 1, 2 and 3 of Tower Plaza Replat 10 shall maintain an Architectural Design Committee consisting of one designated representative of the Owner(s) of Lot 3 of Tower Plaza Replat 10, and (b) one designated representative of the Owner(s) of Lots 1 and 2 of Tower Plaza Replat 10. The initial members of the Architectural Design Committee shall be Thomas W. Adams on behalf of Lots 1 and 2, and Michael Kucera on behalf of Lot 3.

4.2. The Architectural Design Committee shall be authorized to employ architects, engineers, and other consultants to assist it in performing any of its review functions herein. The approval by the Architectural Design Committee of any plans and specifications submitted for approval in accordance with this Declaration shall not constitute any representation or warranty as to the adequacy, sufficiency, performance, compliance with laws and regulations, or desirability of such plans and specifications or any improvements constructed in accordance therewith. The review, approval or disapproval by the Architectural Design Committee of any plans and specifications hereunder shall not impose on the Architectural Design Committee, the members thereof, or the architects, engineers and other consultants employed by the Architectural Design Committee or the Declarant, any liability for any defect or inadequacy in any improvements constructed in accordance with such plans and specifications. Neither the Declarant, the Architectural Design Committee, any member of the Architectural Design Committee, any member of the Declarant nor any officer, director, agent or representative thereof, shall be personally liable to any Owner or other person for any action or inaction taken with respect to any matter submitted for approval or reconsideration, or for the adoption of any rules, regulations or restrictions or covenants contained in this Declaration. By accepting a deed for a Lot, each Owner hereby knowingly and expressly waives and releases any and all causes of action for any matters referenced herein.

4.3. Before commencing any work regulated by the Design Regulations and Performance Standards contained in Article 3, including but not limited to excavation, fill, grading or other alteration of the topography or drainage of any Lot, or the construction, installation or alteration of any building, enclosure, landscaping, fence, parking facility, parking garage, sign, light pole, fence, bench or fixture of any nature or kind, or any other structure or temporary or permanent improvements on or to any Lot or portion thereof, the Owner of such Lot shall first submit applicable plans and specifications to the Architectural Design Committee for its written approval. The Architectural Design Committee will have the right to establish procedures for submission and review of plans and to charge for fees paid to architects and engineers employed by the Architectural Design Committee to review such plans and specifications. The address for giving notices to the Architectural Design Committee shall be the place for the submittal of plans and specifications.

4.4. The Architectural Design Committee will be guided by the standards set forth herein, and such reasonable rules, regulations, restrictions, architectural standards and design guidelines as are established from time to time pursuant hereto. Except as set forth below, any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, materials plans, or specifications ("Plans") submitted to the Architectural Design Committee shall not be deemed approved unless approval is granted by both members of the Architectural Design Committee. In the event that the members of the Architectural Design Committee disagree as to whether submitted Plans should receive approval or disapproval, the Architectural Design Committee shall employ the services of an independent third-party architect selected and agreed to by both members to evaluate the Plans for conformance with this Declaration and such third-party architect shall have sole authority and

responsibility to grant approval or disapproval. This third-party architect's determination of approval or disapproval shall be final and binding on the Owners. The cost of the services provided by this third-party architect shall be shared fifty percent (50%) between the Owners of Lots 1 and 2 and fifty percent (50%) by the Owner of Lot 3. In the event that the members of the Architectural Design Committee shall fail to approve or disapprove any plans or specifications within twenty (20) days after they have been received by the Architectural Design Committee, the approval will be deemed to have been given. Notice shall be given to the Owner of any approval or disapproval.

4.5. The Architectural Design Committee may delegate its responsibility to review plans and specifications to one or more of its members or consultants retained by the Architectural Design Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be deemed to be the approval or disapproval by the Architectural Design Committee.

4.6. The Architectural Design Committee may, from time to time, establish reasonable rules, regulations, restrictions, architectural standards and design guidelines with respect to the exterior (but not the interior) of any Improvements on the Lots, which it may from time to time, in its sole discretion, amend, repeal or augment, including, without limitation, regulations in conjunction with the construction of a building on a Lot, the regulation of all landscaping (including, without limitation, absolute prohibition of certain types of landscaping, trees and plants) and regulation of all construction, reconstruction, exterior additions, changes or alterations to or maintenance of any building or Improvement, including, without limitation, the exterior nature, kind, shape, height, material, color, surface texture and location thereof.

4.7. Improvements within the Development must comply with the terms and provisions of the Subdivision Agreement in effect at the time the Improvements were constructed, or repaired or replaced, as applicable.

Article 5 Owner Duties and Obligations

5.1 Maintenance and Taxes. Each Owner and Occupant shall maintain its Lot in good and clean condition and repair, such maintenance to include, but not be limited to, the following:

- (a) maintaining the surface of the roadways, parking areas and sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or such substitutes as shall in all respects be equal or superior in quality, use and durability;
- (b) removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent necessary to keep the area in a clean and orderly condition;
- (c) placing, keeping in repair and replacing any necessary or appropriate directional signs, marker and lines;
- (d) repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required;
- (e) maintaining all landscaped areas and making replacement of shrubs and other landscaping as is necessary;

- (f) maintain all signage in proper working order and appearance;
- (g) maintain all perimeter walls in good condition and state of repair; and
- (h) each Owner shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authority all real property taxes and assessments which are levied against its Lot and that part of the Common Areas owned by it.

5.2 Indemnification/Insurance.

(a) Indemnification. Each Owner and/or Occupant shall indemnify and hold the other Owners and/or Occupants harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Lot, except if caused by the intentional or negligent act of the Owner and/or Occupant of another Lot.

(b) Insurance.

(i) Each Owner shall procure and maintain in full force and effect throughout the term of this Declaration, general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Lot, Owner's insurance to afford protection to the limit of not less than \$1,000,000 for any one occurrence, and to the limit of not less than \$3,000,000 for property damage; provided, however, minimum insurance coverage may be increased from time to time as required by the Association. Each Owner shall provide the Declarant with certificate of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the Lot covered by this Declaration. Such insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the Declarant.

(ii) At all times during the term of this Declaration, each Owner shall keep Improvements on its Lot insured against loss or damage by fire and other perils and events as may be insured against under the "all-risk" policy broad form of Uniform Extended Coverage Clause in effect from time to time in the State of Nebraska, with such insurance to be for the full replacement value of the insured Improvements.

5.3 Obligation To Rebuild or Restore. In the event that any Improvement on a Lot shall be less than 50% damaged or destroyed (whether partially or totally) by fire, the elements or any other casualty, the Owner of such building shall, at its expense, within a reasonable time after such destruction, and with due diligence, repair, rebuild or restore the same as nearly as practical to the condition existing just prior to such damage or destruction, or, alternatively, if such building is 50% or more destroyed, the Owner of such building may elect to clear, clean and restore the damaged area with landscape or pave the damaged area. The Owner of such damaged or destroyed building shall have the right to make reasonable alterations as part of the reconstruction. Any rebuilding or restoration shall comply with this

Declaration.

In addition to all other remedies available at law or in equity, if any Owner defaults in any of its obligations or covenants of this Declaration, the Declarant shall have the right, but not the obligation, to perform such defaulting Owners' obligations hereunder and thereafter all costs and expenses incurred by Declarant in performing such obligations, plus a service charge of 20% of the cost of the same shall be a personal obligation of the Owner of such Lot, together with interest at the rate of 1.5% per month thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon such Owner's Lot or Lots. Any lien filed by the Declarant shall be subject to foreclosure action by the Declarant in its sole discretion.

5.4 Eminent Domain.

(a) **Owner's Right to Award.** Nothing herein shall be construed to give an Owner of any Lot in the Development any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting another Lot or granting the public or any government any rights in such Lot. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas, the award attributable to the land and improvement of such portion of the Common Areas shall be payable only to the Owner thereof.

(b) **Tenant's Claim.** Nothing in this Article shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and such Owner for all or a portion of any such award or payment.

(c) **Restoration of Common Areas.** The Owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective Lot as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer and without contribution from any other Owner.

5.5 80 Dodge Property Owners Association, Inc. Each Owner shall automatically become, and remain a member of the 80 Dodge Property Owners Association, Inc. ("Association") upon purchase of any Lot and assumes and shall promptly pay its applicable obligation for assessments made by the Association pursuant to that entity's Articles of Incorporation and By-Laws.

ARTICLE 6 Grant of Easements

6.1 Easements. Declarant and Owners hereby grant and create the following described perpetual easements, the benefits of which shall be appurtenant to and run with title to the Lot(s) benefited thereby and the burdens of which shall run with title as an encumbrance against the Lot(s) burdened thereby:

(a) **Pedestrian Access.** A nonexclusive easement for pedestrian passage, ingress and egress, over and across all sidewalks, paths and bridges, and those Common Areas located on any Lot that are designated from time to time by the Owner thereof for the use and enjoyment of pedestrians, including all Permittees. This easement shall be appurtenant to every Lot, and shall be for the benefit of every Lot Owner and Occupant. This easement shall also be for the purpose of providing pedestrian ingress to and egress from each Lot to other portions of the Development, and for the use and enjoyment by each Lot Owner and Occupant of those Common Areas located

on each Lot.

(b) **Vehicular Access.** A nonexclusive easement for vehicular ingress, egress and passage over and across those Common Areas and access drives located on any Lot for use by motor vehicles, all as shown on Exhibit "C" which is attached hereto and may be amended from time to time with approval of the Architectural Review Committee. This easement shall be appurtenant to every Lot, shall be for the benefit of every Owner and Occupant, and shall be for the purpose of providing vehicular access over and across those Common Areas located on any Lot.

(c) **Parking.** A nonexclusive easement for access to and use of parking spaces on all Common Areas shall be appurtenant to every Lot and shall be for the benefit of every Owner and Occupant, except as restricted by Section 2.3 of this Declaration.. Parking shall be restricted to non-commercial vehicles, except in those areas specifically designated for loading, unloading, and deliveries. This easement is for temporary parking only by Permittees. Any vehicle occupying space for more than twenty-four (24) hours may be towed and impounded at the vehicle owner's expense, except and unless (i) the vehicle is parked or stored on Lot 3; *and* (ii) the owner of such vehicle is a registered and paying lodger at the hotel on Lot 3. It is acknowledged and agreed that should there be a consistent lack of available parking for the Permittees of any or all Lots, the Owners will work together to lease, purchase or otherwise acquire additional parking space for the Development.

(d) **Utility and Service Easements.** A nonexclusive storm sewer easement over, upon and across those portions of the Common Areas as set forth on Exhibit "D" attached hereto and incorporated herein by this reference.

(e) **Fire and Emergency Access.** Nonexclusive easements for the purpose of fire protection and emergency access over each Lot in the Development.

(f) **Surface Water Drainage.** Nonexclusive easements over, across and under the Common Areas for the flow of a reasonable volume of surface water to the nearest storm sewer or surface water inlet, drainage catch basins, or waterway; provided all surface water drainage from any Lot shall be consistent with the Development and an overall surface water drainage plan for the Development.

(g) **Use of Easements.** Subject to the use restrictions set forth in this Declaration, the use of each Lot, the use of all easements created by this Declaration will, in each instance, be nonexclusive and for the use and benefit of Permittees.

(h) **Maintenance of Easement Areas and Common Areas.** Except to the extent that such areas might be operated and maintained by public authorities or utilities and except as otherwise specifically provided in this Declaration, the Owner of each Lot will operate, maintain and replace all of the Common Areas of the Lot which are subject to the easements created in this Declaration in sound structural and operating condition at the sole expense of the Owner of the Lot. Additionally, the Owner of any Lot in the Development, at its own expense, shall repair, maintain and replace the Common Areas and all Improvements located within or upon on such Owner's Lot. Such repairs, replacements and maintenance shall include, but shall not be limited to:

- (i) maintenance, repair and replacement of the surface and subsurface of any parking areas so as to maintain level, smooth and evenly covered parking areas with the type of materials originally installed or used thereon or such substitutes as will in all material respects be equal to such materials in quality, appearance, use and durability;
- (ii) maintenance, repair and replacement of any or all Improvements;
- (iii) maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, weeding, watering, mowing and trimming thereof and the making of such replacements of shrubs, trees and other landscaping as it necessary to maintain the same in first-class condition;
- (iv) removal from the Common Areas of papers, debris, ice, snow, refuse, filth and any hazards to persons using such areas, and washing or thoroughly sweeping paved areas as required to keep such areas in a clean and orderly condition;
- (v) maintenance of such appropriate parking area entrance, exit and directional signs, markers and lights as may be reasonable required from time to time;
- (vi) such painting and repainting as may be required to maintain the parking areas and equipment installed thereon in good condition and repair; and
- (vii) maintenance and replacement of all lighting equipment, facilities and identification signs.

The standard of care applicable to repairs and maintenance required under this Declaration shall be that of a first class retail, office, commercial, business or hotel development.

It is understood and agreed that nothing shall preclude the Association from assuming responsibility for and undertaking any or all of the maintenance requirements set forth herein.

(i) **Maintenance of Sewers and Utilities.** The Owner of each Lot will operate, maintain, repair and replace all sewers and utilities located within the boundaries of such Lot in sound structural and operating condition (except to the extent that such operating and maintenance is performed by public authorities or utilities, or is an obligation of the 80 Dodge Property Owners Association, Inc. under the Subdivision Agreement) and will pay all costs associated with the consumption of utility services which relate to the improvements located on such Owner's Lot and no other Owner will have any liability with respect thereto. The Owner of each Lot shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Development.

(j) **Impositions Prohibited.** Nothing in this Declaration shall be interpreted to permit, nor shall the Owner of any Lot impose any charge or cost for the use of any of the Common Areas,

except to the extent such Owner may legally include such charges in a lease agreement with a tenant relating to such Owner's Lot.

6.2 Nature of Easements and Rights Granted.

(a) Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the Lots and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Lots.

(b) Nature and Effect. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- (i) Are made for the direct, mutual and reciprocal benefit of the Declarant, the Owners, Occupants and Permittees of the Lots;
- (ii) Create mutual equitable servitudes upon each Lot in favor of the other Lots;
- (iii) Constitute covenants running with the land; and
- (iv) Shall bind every person or entity having any fee, leasehold, security or other interest in any portion of the Development at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant restriction or provision is to be performed on such portion.

(c) Transfer of Title. The acceptance of any transfer or conveyance of title from the Declarant, any Owner or Occupant or their respective heirs, representatives, successors or assigns of all or any part of its interest in its Lot, or ground lease, or in any portion thereof, shall be deemed to:

- (i) Require the prospective grantee to agree not to use or occupy, or any other party to use or occupy, its Lot or Improvements in any manner which would constitute a violation or breach of any of the easements, covenants or restrictions contained herein; and
- (ii) Require any prospective ground lessee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to the Lot, Improvements or interest to be conveyed.

ARTICLE 7

Amendments, Duration and Termination

7.1 Amendment, Modification. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant., in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof, provided however, that such amendment shall not materially alter the rights, benefits, obligations or duties of any other Owner or Occupant. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than sixty-six percent of the land area covered by this Declaration. All such amendments or waivers must be in writing and recorded in the Register of Deeds of Douglas County, Nebraska, as a modification to this Declaration.

7.2 Termination. The Declaration herein shall not be terminated except with the written acknowledgment and consent of the Owners of not less than sixty-six percent of the land area covered by this Declaration, and such termination shall be effective when duly recorded in the office of the Register of Deeds of Douglas County, Nebraska.

7.3 Duration. Unless otherwise canceled or terminated, this Declaration and all of the covenants, restrictions, rights, and obligations hereof (except with respect to the easements specifically granted herein), shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof or such earlier date as may be required in order that this Declaration shall be invalidated or be subject to invalidation by reason of a limitation imposed by law or the duration thereof.

ARTICLE 8 Miscellaneous

8.1 Effect of Covenants. Each grantee of the Declarant, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all easements, covenants and restrictions granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Owner having at any time any interest on any Lot, and shall inure to the benefit of such Owners or Occupants in like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

8.2 Waiver. No easement, covenant or restriction of this Declaration shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

8.3 Dedication. Nothing contained in this Declaration shall be deemed to create a gift of all or any portion of the Development to the general public or as a dedication for public use or public purpose it being the intention of each Owner that this Declaration shall be for the exclusive benefit of the Development, or any portion thereof, the Owners, Occupants and their respective Permittees; provided, however, that dedication shall be made by an Owner for any public rights of way, utilities or other public improvements deemed necessary by the City of Omaha to serve the Lots as contemplated by the Subdivision Agreement, as amended from time to time.

8.4 Savings Clause. If any easement, covenant or restriction or any other provision of this Declaration or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Declaration and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.5 Successors and Assigns. Upon the sale or other transfer of title to any one or more of Lots 1, 2 and/or 3 of Tower Plaza Replat 10, the owner(s) of title to such Lot(s) shall accede to Declarant's rights and obligations hereunder, provided where a singular representative of Declarant is required or specified hereunder, such representative shall be elected by a vote of all Lot owners where the owner(s) of Lots 1 and 2 shall be entitled to one (1) vote for each Lot owned, and the owner of Lot 3 shall be entitled to two (2) votes for the ownership of Lot 3. When more than one (1) person holds an interest in any Lot(s), the vote for each such Lot shall be exercised as they among themselves determine, but in no event shall (a) more than one (1) vote be cast with respect to each of Lots 1 and 2, and (b) nor more than two (2) votes be cast with respect to Lot 3. Each and all of the easements, covenants or restrictions

contained in this Declaration shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Declaration and by applicable law, their respective heirs, legal representatives, successors, and assigns.

8.6 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof.

8.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

8.8 Benefit. This Declaration shall inure to the benefit of, and be binding upon, the Declarant, the Owners and Occupants, and their respective heirs, executors, administrators, representatives, successors and assigns.

8.9 Notice. All notices and demands to be given by one party to another party under this Declaration shall be given in writing to the following:

If to Declarant: Jerry M. Slusky
 8712 West Dodge Road, Suite 400
 Omaha, Nebraska 68114

With a copy to: Edwin D. Schoening
 3002 North 216 Street
 Elkhorn, NE 68022

If to Owner/Occupant: To the party at the street address of the Lot owned or occupied, and to the Owner at the street address shown on the Douglas County Assessors records.

If to the Architectural Design Committee: To the address of the Owner(s) of Lots 1, 2 and 3 of Tower Plaza Replat 10 as shown on the Douglas County Assessor's records.

All notices and demands shall be delivered by United States certified mail, postage prepaid, with return receipt requested; or by hand delivery; or by nationally recognized overnight courier service which provides evidence of delivery. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two business days after posting in the United States mail, or one business day after deliver to a nationally recognized courier for overnight delivery. Notice sent by certified mail which is refused shall be effective upon attempted delivery. Any change of address shall be sent in accordance with this section, and shall not be effective until ten (10) days after receipt as provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the day and year set forth above.

DECLARANT:

80 DODGE, LLC, a Nebraska limited
Liability company, by its Manager:

BEVERLY BKS, LLC, a Nebraska
Limited liability company

By 
Jerry M. Slusky, Manager Member
Beverly BKS, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of July 2009, by Jerry M. Slusky, Manager Member of Beverly BKS, LLC, Manager of 80 DODGE, LLC, a Nebraska limited liability company.




Notary Public

EXHIBIT A
SUBDIVISION AGREEMENT

MISC

2009025840



mix
9
3

FEE 410⁵⁰ FB 49-38823
BKP _____ C/O _____ COMP _____
DEL TL SCAN _____ FV hy

MAR 20 2009 15:24 P 9

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/20/2009 15:24:06.68



2009025840

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: TDDI 1

Check Number



City of Omaha
Mike Fahey, Mayor

March 10, 2009

RECEIVED

09 FEB 27 PM 1:53

CITY CLERK
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President

and Members of the City Council,

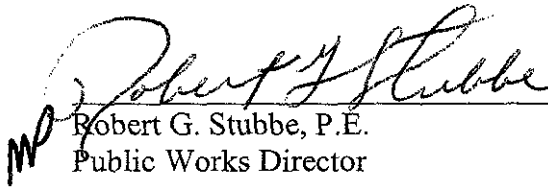
The attached Resolution approves the Subdivision Agreement among 80 Dodge LLC, the 80 Dodge Property Owners Association and the City of Omaha. This Subdivision Agreement covers the public improvement of Tower Plaza Replat 10 (Lots 1-3), a subdivision located northeast of 80th & Dodge Streets.

This Subdivision Agreement stipulates which public improvements will be built by 80 Dodge LLC. The total cost of improvements will be paid by 80 Dodge LLC.

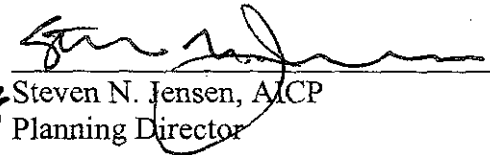
The Public Works Department requests your consideration and approval of the attached Resolution and Subdivision Agreement.

Respectfully submitted,

This action has been reviewed and found to be in conformance with the Master Plan.


Robert G. Stubbe, P.E.
Public Works Director


2-17-09
Date


Steven N. Jensen, AICP
Planning Director

2-26-09
Date

Approved as to Funding:

Referred to City Council for Consideration:


Carol A. Ebdon
Finance Director

2/19/09
Date


Joe Gudimov
Mayor's Office

2-23-09
Date

Approved:



Parks, Recreation and
Public Property Department

SUBDIVISION AGREEMENT
TOWER PLAZA REPLAT 10
LOTS 1, 2 and 3

This Subdivision Agreement, made the 10 day of February, 2009 by and between 80 DODGE, LLC, a Nebraska limited liability company (hereinafter referred to as "SUBDIVIDER"), 80 DODGE PROPERTY OWNERS ASSOCIATION (hereinafter referred to as "Association") and the CITY OF OMAHA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "Property"); and,

WHEREAS, the Subdivider proposes to build public and private improvements; and,

WHEREAS, the Subdivider wishes to connect the Property to the sewer system of the City of Omaha; and,

WHEREAS, the Subdivider and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed to serve the Property.

NOW, THEREFORE, in consideration of the above, the following is agreed between the parties hereto:

1. Public Improvements. Attached hereto as Exhibit "B", and incorporated herein by reference, are drawings showing the public improvements to be installed to serve the Property (hereinafter referred to as "Improvements"). All Improvements must receive the approval of the City prior to construction. The storm sewer is to be constructed by the Subdivider at the sole expense of the Subdivider. Such improvements shall be owned and maintained by the Association
2. An Erosion Control Plan between the Subdivider and the City of Omaha shall be submitted and approved prior to any grading operation. The City of Omaha and the Papio Missouri Natural Resources District (PMNRD) must approve said plan prior to City Engineer's second signature. All sediment basins are to remain in place until seventy-five (75%) percent of the lots are fully developed or until a substitute permanent sediment basin is operable and permission is received from the Public Works Department to remove the basins. The proposed Erosion Control Plan is attached hereto and incorporated herein as Exhibit "C". Costs for erosion control shall be paid by Subdivider.
3. Right to Connect to City Sewer System. The City hereby acknowledges that it has given the Subdivider the right to connect the Property to the City sanitary sewer system and storm sewer system, subject to obtaining proper permits and paying the regular fees.
4. Sidewalks. Sidewalks will be constructed along the frontage of Davenport Street, 80th Street, and West Dodge Road at the expense of the Subdivider.
5. Post Construction Stormwater Management Plan (PCSMP). Each lot applying for a building permit will be required to get a PCSMP accepted by the Public Works Department (PWD) prior to final approval of a building permit. The PCSMP must comply with the requirements set for in the Ordinance No. 38222 to amend Chapters 32 and 53 of the Omaha Municipal Code, approved by the City Council August 26, 2008. Each lot will be required to provide a water quality volume of one half inch per acre. In association with each lot's PCSMP submittal, the following items must be digitally submitted to the PWD: construction plans, drainage study, PCSMP Best Management Practice Maintenance Requirements, and PCSMP Best Management Practice Maintenance Agreement and Easement. The Post Construction Stormwater Management Plan application number is OPW51632-PCSMP for Lot 1, OPW51633-PCSMP for Lot 2, and OPW51634-PCSMP for Lot 3. All lots regardless of size or replatting will be required to submit a PCSMP. Such BMPs shall be maintained by the Association in accordance with the PCSMP.

6. Binding Effect. This Subdivision Agreement shall be binding upon the parties, their successors and assigns, and shall run with the land shown on Exhibit "A". This agreement must be recorded with the plat at the Douglas County Register of Deeds.

ATTEST:

CITY OF OMAHA

[Signature]
CITY CLERK OF THE CITY OF OMAHA

[Signature] 3/12/09
MAYOR

APPROVED AS TO FORM:

[Signature] 2-17-09
ASSISTANT CITY ATTORNEY DATE

SUBDIVIDER:

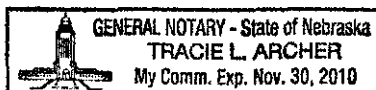
80 DODGE, LLC
BY: BEVERLY BKS, LLC, MANAGER MEMBER

[Signature]
Jerry M. Slusky, Manager

STATE OF NEBRASKA)
) SS.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of February, 2009, by Jerry M. Slusky, Manager of Beverly BKS, LLC, the Manager Member of 80 Dodge, LLC, a Nebraska Limited Liability Company.

[Signature]
Notary Public



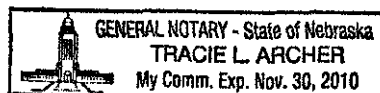
80 DODGE PROPERTY OWNERS ASSOCIATION

[Signature]
Jerry M. Slusky, President

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 10 day of February, 2009, by Jerry M. Slusky, President of 80 Dodge Property Owners Association.

[Signature]
Notary Public



CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, 80 Dodge LLC proposes to build a subdivision to be known as Tower Plaza Replat 10 (Lots 1-3) which will be located northeast of 80th & Dodge Streets; and,

WHEREAS, 80 Dodge LLC will build public and private improvements in this subdivision; and,

WHEREAS, 80 Dodge LLC wishes to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be developed and to what extent the cost of the same shall be specially assessed; and,

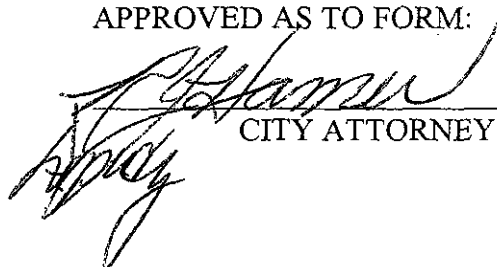
WHEREAS, a Subdivision Agreement has been prepared setting forth all the provisions mentioned above.

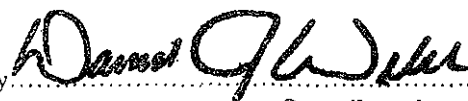
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Subdivision Agreement among the City of Omaha, 80 Dodge LLC and The 80 Dodge Property Owners Association, as recommended by the Mayor, providing for the public improvements and sewer connection to the Omaha Sanitary Sewer System, is hereby approved. The Subdivision is to be known as Tower Plaza Replat 10 (Lots 1-3) and is located northeast of 80th & Dodge Streets.

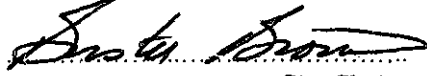
P:\msp\1102msp.doc

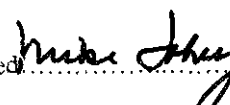
APPROVED AS TO FORM:

 2-17-09
CITY ATTORNEY DATE.

By 
Councilmember

Adopted MAR 10 2009 7-0


City Clerk

Approved 
Mayor

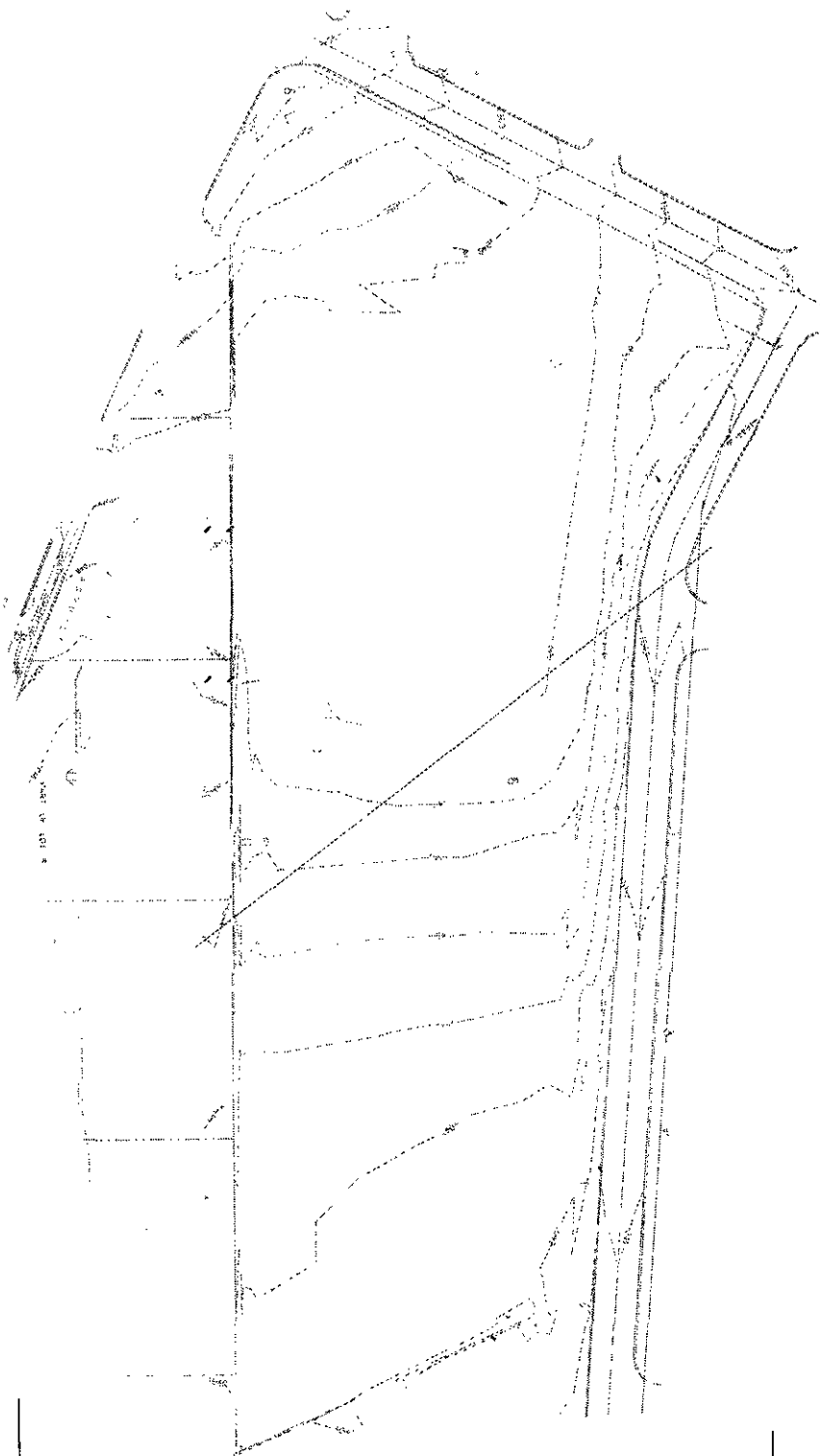
I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.


Buster Brown, City Clerk, City of Omaha

3/12/09

EXHIBIT B
GRADING PLAN

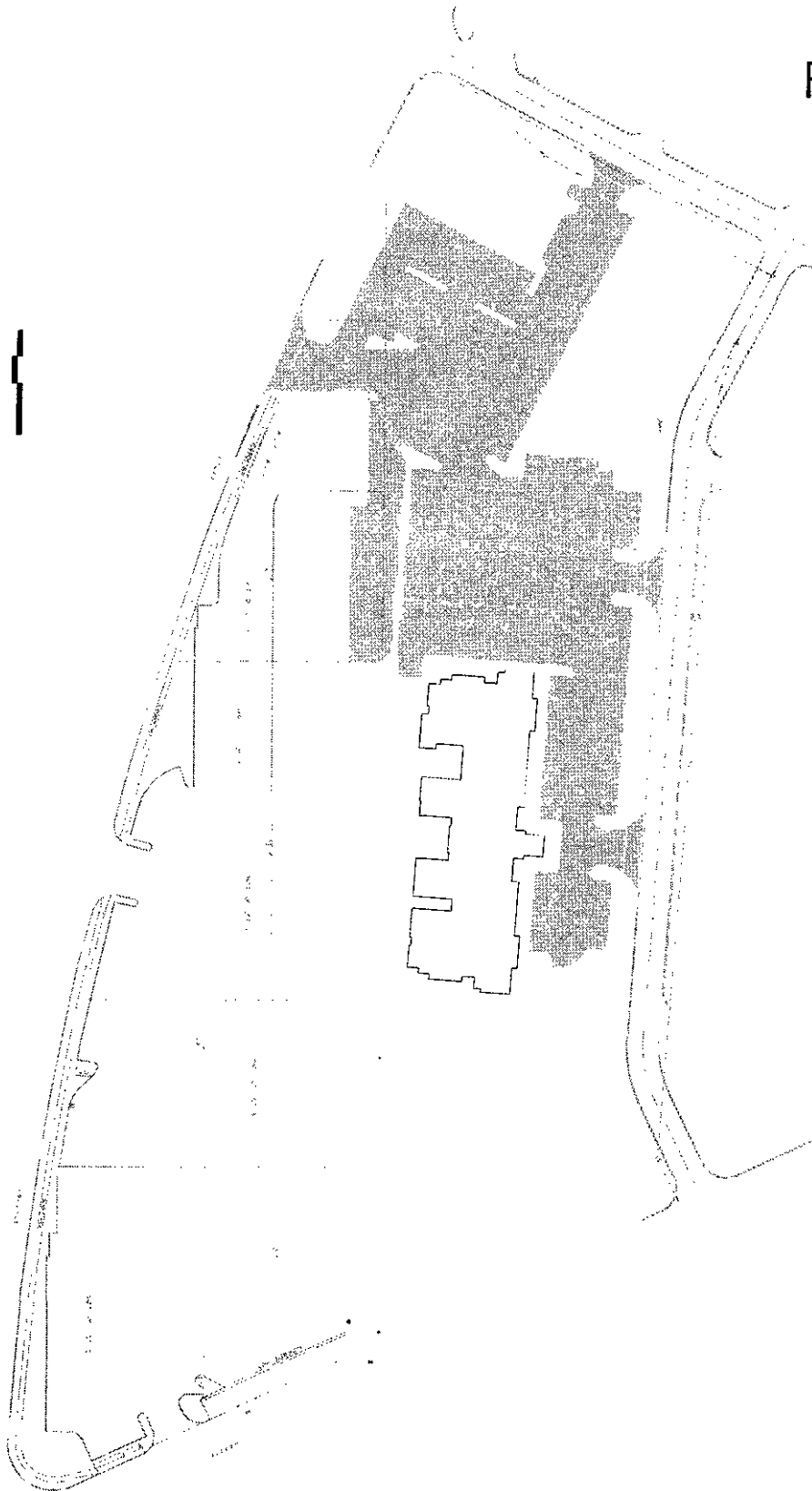
POOR COPY



CALL BEFORE YOU DIG
TOLL FREE 1-800-331-5666
344.3565

EXHIBIT C
COMMON AREAS

POOR COPY



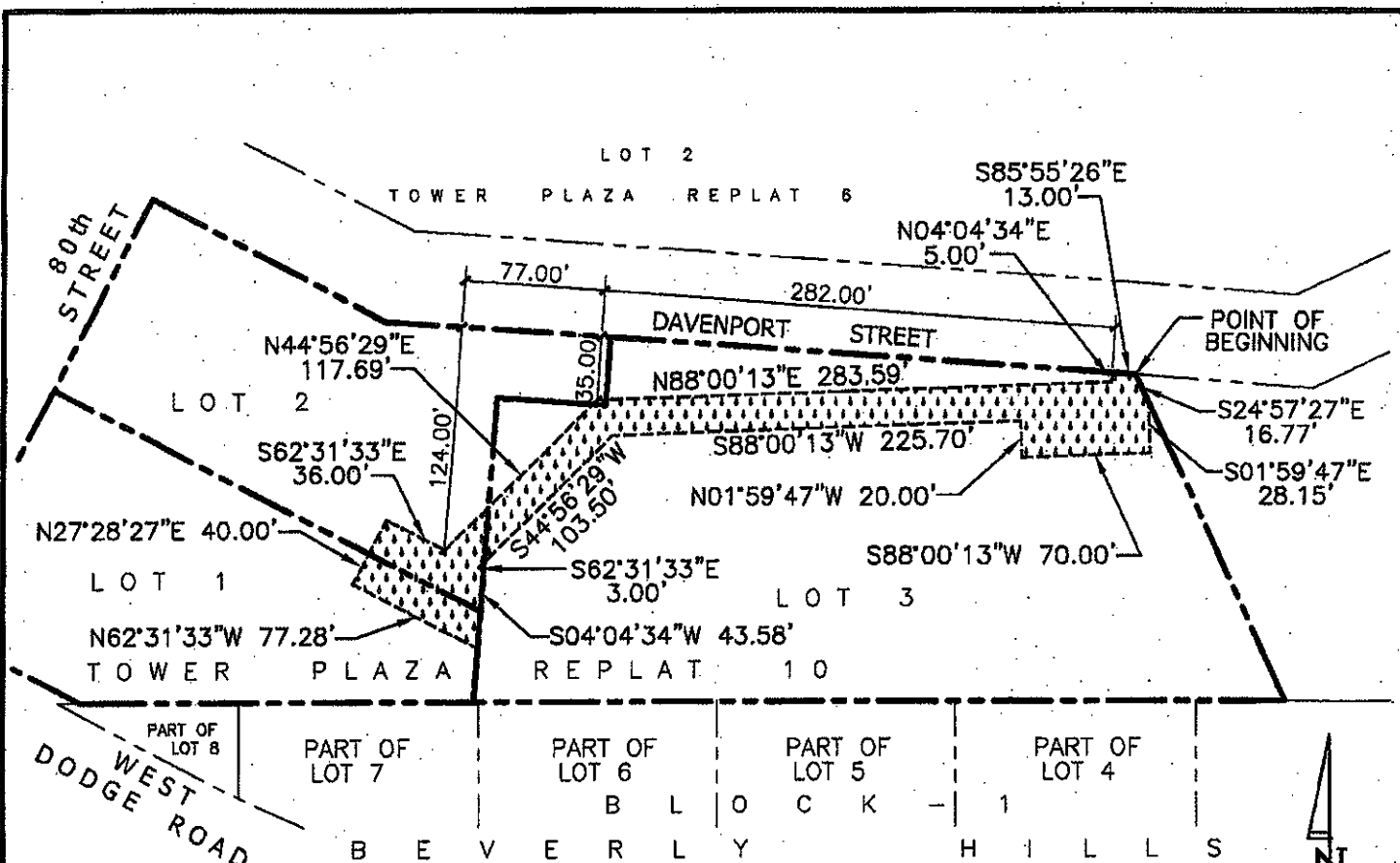
THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154

PHONE: 402.330.8880 FAX: 402.330.8988 EMAIL: TD@TDDCO.COM
WEBSITE: WWW.TD2CO.COM

EXHIBIT D
SEWER EASEMENT

#27777



LEGAL DESCRIPTION

THAT PART OF LOTS 1, 2 AND 3, TOWER PLAZA REPLAT 10, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF SAID LOT 3;

THENCE S24°57'27"E (ASSUMED BEARING) 16.77 FEET ON THE EAST LINE OF SAID LOT 3;

THENCE S01°59'47"E 28.15 FEET; THENCE S88°00'13"W 70.00 FEET;

THENCE N01°59'47"W 20.00 FEET; THENCE S88°00'13"W 225.70 FEET;

THENCE S44°56'29"W 103.50 FEET;

THENCE S62°31'33"E 3.00 FEET TO THE EAST LINE OF SAID LOT 2;

THENCE S04°04'34"W 43.58 FEET ON THE EAST LINES OF SAID LOTS 1 AND 2;

THENCE N62°31'33"W 77.28 FEET; THENCE N27°28'27"E 40.00 FEET;

THENCE S62°31'33"E 36.00 FEET; THENCE N44°56'29"E 117.69 FEET;

THENCE N88°00'13"E 283.59 FEET;

THENCE N04°04'34"E 5.00 FEET TO THE NORTH LINE OF SAID LOT 3;

THENCE S85°55'26"E 13.00 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

SCALE
1" = 100'

1576101ESMT.dwg



THOMPSON, DREESSEN & DÖRNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5886 WWW.TD2CO.COM

80 DODGE, LLC

TD2 NO. 1576-101

DATE	01/14/09
DRAWN BY	RJR
CHECKED BY	JDW
REVISION	