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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AFTER RECORDING RETURN TO

CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C. (REC)
2120 S 72 STREET, SUITE 1250
OMAHA NE 68124-2356

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND COMMON DRIVE EASEMENT

This Declaration of Covenants, Conditions, Restrictions and Common Drive Easement (herein "Declaration") is made this 21 day of OCTOBER, 1997, by PINK GRADING, INC., a Nebraska corporation (herein "PG"), and 66TH CIRCLE OUTLOT ASSOCIATION, a Nebraska non-profit corporation (herein "Association").

PRELIMINARY STATEMENT

This Declaration is made with respect to the following facts:

A. PG is the sole owner of certain lots of real property situated in the City of Omaha, County of Douglas, State of Nebraska, generally depicted on attached Exhibit A as Lots 1, 2, 3, 4, 5 and 6, respectively, Pink Industrial Park, a subdivision. PG also owns certain other real property abutting said Lots which is generally depicted on the attached Exhibit A as both 66th Circle and Outlot "A".

B. In accordance with the provisions of Section 8, infra, PG shall convey to Association by quitclaim deed and Association shall accept from PG, in its then current condition, all of Outlot "A" subject to the Plat and all other rights, easements, privileges, covenants, terms, conditions and restrictions of Record and of this Declaration.

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C. PG and Association desire to establish for their own benefit and for the mutual benefit of all future owners and occupants of each Lot, certain easements, privileges, covenants, terms, conditions, restrictions, and rights in, under, over and upon the Lots and Outlot "A", together with certain mutually beneficial covenants, privileges, restrictions and obligations with respect to the use, operation and maintenance of the Property (as defined in Section 1, infra) in addition to those matters currently of Record.

D. It is essential to the value of each Lot and all of the Property that each Lot and Outlot "A" be developed, improved, and properly maintained in accordance with this Declaration. PG and Association therefore desire to provide a general plan for the use, development and improvement of the Lots and Outlot "A" as an integrated development.

E. It is intended that all owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Declaration, all of which shall run with the land and be binding upon each Lot and Outlot "A" and anyone having or acquiring any right, title or interest in or to any part thereof. All rights, easements, privileges, covenants, terms, conditions and restrictions are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Lots and Outlot "A" and are established for the purpose of enhancing and perfecting their individual and collective value, desirability and attractiveness.

F. In order to ensure proper use and development and improvement of the Lots and Outlot "A" in accordance with this Declaration, it is further intended that this Declaration shall be recorded with the Douglas County Register of Deeds in the appropriate book and location.

DECLARATION

NOW, THEREFORE, PG and Association in furtherance of and for the purposes set forth above, declare as follows:

1. Definitions. Whenever used in this Declaration, unless the context otherwise requires, the following terms shall have the following definitions:

1.1. "Assessments" has the meaning given in Section 5.4.

1.2. "Association" means the 66th Circle Outlot Association, its successors and assigns, and, unless the context otherwise requires, shall mean and include its board of directors and officers.

1.3. "Board" means the board of directors of the Association.

1.4. "Building" means any building used in the extraction or production of goods by non-agricultural methods, and the storage and distribution of products, or any other structure (as defined by any of the Zoning Controls) constructed upon a Lot, including any repairs, additions, alterations, or betterments thereto or replacements thereof. A Building shall include all roofs, overhangs, entryways, surface features, underground rooms, supports and foundations.

1.5. "City" means the City of Omaha, Nebraska, a municipal corporation.

1.6. "Common Expenses" has the meaning given in Section 5.2(a), *infra*.

1.7. "Constituent Documents" means the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Nebraska and the bylaws adopted by the Association, as either may be duly amended from time to time.

1.8. "Declarants" means PG and the Association and its or their respective successors and assigns.

1.9. "Declaration" means this instrument as amended from time to time, including all Exhibits and Schedules attached or referred to in this instrument.

1.10. "Improvement(s)" means any Building, tunnel, drainage way, parking area, driveway, walkway, fence, wall, water feature, landscaping, and any other building, structure or improvement of every kind and nature whatsoever located on a Lot or Outlot "A" including any repairs, additions, alterations, or betterments thereto or replacements thereof.

1.11. "Majority" means, with respect to any matter requiring a vote of the Owners or the members of the Association, the number of Owners or members who in the aggregate hold more than fifty percent of the votes entitled to be cast at that time on that matter.

1.12. "Mortgage" means any instrument recorded or filed in the Records encumbering all or any portion of the Property 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. "Mortgage" does not mean any instrument creating or evidencing a security interest arising solely under the Uniform Commercial Code or an encumbrance affecting only a leasehold interest in the Property (such as leasehold mortgage). "Mortgagee" means the holder of an indebtedness or obligation secured by a Mortgage, including a trustee and beneficiary under a deed of trust. "Mortgagor" means the party executing a mortgage.

1.13. "Occupant" means any Person, other than an Owner, rightfully present on, or in rightful possession of any Lot including, but not limited to, the tenants of an Owner and the agents, employees, customers, contractors, subcontractors, licensees or invitees of an Owner or its tenants.

1.14. "Outlot 'A'" means the real property described as such on the Plat.

1.15. "Owner" means the owner of record, whether one or more persons, of the fee simple title to any Lot or portion thereof, whether or not subject to any Mortgage, and any purchaser of fee simple title to a Lot under a land contract of Record, 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.

1.16. "Owner's Share" has the meaning given in Section 5.3.

1.17. "Plat" means the final Plat and Dedication of the Pink Industrial Park, a cluster subdivision, in Omaha, Douglas County, Nebraska, recorded on Feb. 11, 1997, in Deed Book 2082, Page 01 to 07 in the Records, including all diagrams, drawings, schedules, exhibits, or other attachments.

1.18. "Person" means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real property.

1.19. "Prime Rate" means an interest rate equal to the lesser of sixteen percent (16%) or the maximum interest rate permitted by the laws of the state of Nebraska.

1.20. "Property" means Lots 1 through 6, inclusive, and Outlot "A", Pink Industrial Park, a cluster subdivision, together with all improvements thereupon and all appurtenances thereto.

1.21. "Records" means the official records of the Register of Deeds of Douglas County, Nebraska.

1.22. "Subdivision Agreement" means the duly executed agreement (including all Exhibits or Schedules thereto) between the City and PG dated August 5, 1997, attached as Exhibit B.

1.23. "Zoning Controls" means (i) the applicable zoning ordinances of the City, (ii) the Plat, (iii) the Subdivision Agreement, (iv) all governmental approvals, all provisions of this Declaration, and all agreements with governmental bodies or agencies relating to, controlling or permitted development of the Property or construction on or use of the Property, (v) all rules or

regulations related to any such matters which are adopted by the Association, and (vi) any amendments or adjustments to any of the foregoing.

2. Use Restrictions.

2.1. Zoning Compliance/Design.

- a. Except as specifically permitted or required by this Declaration, no Lot shall be used, developed or occupied except for a purpose permitted by zoning ordinances of the City applicable to Pink Industrial Park, a cluster subdivision, as amended from time to time; provided that, in connection with the initial development of any Lot, no variances from or waivers of any such provisions shall be permitted unless first approved by PG.
- b. The design and construction of all Improvements shall be architecturally and aesthetically compatible with that of a quality industrial development in compliance with Zoning Controls; provided, that the design and construction of the initial Improvements to any Lot shall be first approved by PG.
- c. In no event shall the exterior walls of any Improvement be constructed with any material other than masonry block, brick, stucco, synthetic stucco or glass with aluminum frames.
- d. No signs or graphics of any kind or nature whatsoever which are visible from the exterior of any Improvement shall be permitted on any portion of the Property in connection with the initial development of any Lot without the consent of PG, other than (i) one freestanding identification sign erected on a Lot; (ii) other signs permanently affixed to a Building (other than on the rooftop of any Building, which are specifically prohibited) or interior or temporary window signage; and (iii) entrance/exit and directional signs to facilitate the free flow of traffic; provided, however, such signage

shall be of a monument type, not to exceed 3'3" in height. All permitted signage shall also comply with the Zoning Controls.

e. 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 or Improvements which are visible from any of the other Lots, unless eighteen inches or less in diameter.

2.2. Rules and Regulations: Violations. The following rules and regulations shall apply to the Property:

a. All rooftop equipment on any Improvement shall be screened from public view from all directions.

b. 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 sightly condition.

c. No Owner shall engage in, cause or permit any activity or condition to exist upon such Owner's Parcel which materially impairs or materially interferes with any privilege, covenant, easement, or other right of the Association or that of any other Owner or Occupant.

d. No materials, supplies, equipment, or other items shall be stored on any Lot, except by the Owner or Occupant of the Lot in connection with the operation of its business on the Lot. All such permitted storage shall be inside a closed Building or within a visual barrier designed to preclude view from adjoining or abutting Property and public streets. Notwithstanding the previous two sentences, during the construction of any Improvement on a Lot, construction materials may be stored on such Lot if such storage is lawful and is accomplished without interference with the use and enjoyment or other rights of the Association and any other Owner or Occupant.

e. No Owner shall place or permit any garbage, debris or refuse to be placed on or to accumulate in any areas on, in or adjacent to any Lot or Improvement except within refuse dumpsters or garbage containers located within a visual barrier which shall be surrounded on three sides with masonry walls with the fourth side consisting of a door or gate.

f. The Association may, but shall not be obligated to, enter any Property upon which a breach or default in or violation of this Declaration exists and may cure or correct the same at the expense of the Owner of such Lot, if such Owner does not cure such default within fifteen days after notice from the Association.

g. Such other reasonable and non-discriminatory rules and regulations of general application adopted by the Association from time to time restricting and regulating the use of the Property.

2.3. Prohibited Uses. No provision in this Declaration shall be construed to permit any portion of any Lot to be used or occupied by any Person or leased or conveyed to any Person for a use or occupancy contrary to the zoning ordinances of the City applicable to the Property:

3. Grant of Easements: Use and Restrictions.

3.1. Owners' Easements. In addition to such other easements as may exist of record, Declarants hereby grant and create the following described perpetual easements, the benefits of which shall be appurtenant to and shall run with title to Outlot "A" and those Lot(s) benefitted thereby and the burdens of which shall run with title as an encumbrance against Outlot "A" and any Lot so burdened:

a. Vehicular Access. A nonexclusive easement over and across Outlot "A" for the construction and maintenance of driveway Improvements to Outlot "A" from the Owner's Lot. This easement shall inure to the benefit of every Lot Owner and Occupant for the

purpose of providing access to all Lots in the manner and at the times prescribed by the reasonable rules and regulations of the Association. Notwithstanding the preceding sentence, the Association shall designate and permit 24-hour per day vehicular ingress to and egress from any Lot over Outlot "A".

b. Pedestrian Access. A nonexclusive easement over and across Outlot "A" on both sides of the hard-surfaced portion of Outlot "A" for providing pedestrian ingress to and egress from the Lots and for constructing, repairing, replacing and maintaining those sidewalk Improvements required by Section 3.5(c)(iii).

c. Storm Sewer Connection and Discharge. A nonexclusive easement to the Owner of each Lot over, under and across that portion of Outlot "A" as may be necessary for connecting any interior storm sewer Improvements required to be constructed by the Owner of each Lot to the interior storm sewer system constructed by PG and for discharging storm water runoff through such storm sewer system.

d. Temporary Encroachment for Construction. Subject to compliance with all regulations imposed by the Association, a temporary easement to each Owner to use and encroach over and across so much of an abutting portion of Outlot "A" as may be reasonably necessary and consistent with sound construction practice, during and in connection with the initial construction or subsequent reconstruction or alteration of any Improvement permitted by this Declaration on such Lot. In all cases the scope and extent of the encroachment shall be designed, and the use of the easement shall be effected, in a manner so as to prevent any interference with the use and enjoyment of Outlot "A" or any other Property by any other Owners or any Occupant; and provided further that the duration of such encroachment shall not extend beyond the period of time reasonably required to effect the construction. Any Owner who shall use such easement shall first provide certificates of insurance evidencing coverage in amounts required by the Association to cover damage to Outlot "A" and any other Property which may be directly or indirectly caused by or which may otherwise arise from or out of or during such

construction. All damage shall be promptly repaired or restored at the expense of the constructing Owner.

3.2. Association's Easements. Declarants hereby grant, reserve and create, for the benefit of PG and the Association, a perpetual nonexclusive easement upon, over, under and across all of Outlot "A" and each Lot as may be appropriate or necessary, in the reasonable discretion of PG or the Association, for the purpose of exercising all of the rights of the Association and for performing all of the obligations of PG and the Association under this Declaration and the Subdivision Agreement including, without limitation, the administration, operation, management and control contemplated by this Declaration and the construction, installation, repair, maintenance, reconstruction, alteration or replacement of the paved roadway on Outlot "A" and any Improvement or other construction required by Section 3.5 or any other provision of this Declaration. The burdens of this easement shall run with title as an encumbrance against Outlot "A" and each and all of the Lots. Notwithstanding the foregoing, no encroachment shall be permitted under this Section 3.2 which materially obstructs the use of the Improvements on a Lot.

3.3. Encroachment Easement. If any portion of the paved roadway on Outlot "A" or any Improvements constructed at any time by PG or the Association pursuant to Section 3.5 or any other provision of this Declaration shall actually encroach upon any other portion of the Property, whether such encroachment results from the initial construction or from any subsequent repair, reconstruction, settlement or shifting, and provided that such encroachment does not materially obstruct the use of Improvements on a Lot, there shall be deemed to be an easement in favor of PG and the Association to the extent of such encroachment for so long as the same shall exist. Notwithstanding anything contained in this Declaration to the contrary, PG and the Association shall at all times have the right to maintain the roadway on Outlot "A" and any such Improvement regardless of any encroachment or alleged encroachment on any Lot. The burdens of this easement shall run with title as an encumbrance against each and all of the Lots.

3.4. New Easements. The Association shall have the right to join in any dedication, conveyance or creation of any easement affecting any portion of Property over which the Association has been granted an easement hereunder, in favor of any public utility or governmental subdivision, including, without limitation, the City.

3.5. Required Improvements/Construction.

a. PG shall undertake, at its sole cost and expense, the following work or responsibility:

i. Before closing on the sale of any Lot or Lots, PG shall materially complete construction and installation of the following:

A. An interior sanitary sewer main in Outlot "A" to serve each of the six Lots in the subdivision.

B. The construction of a connection for said interior sanitary sewer main through an easement shown on the Plat along the northerly boundary line of Lot 1 to the public sanitary outfall sewer which extends along the rear boundary line of Lots 1 through 4.

C. An interior storm sewer in, over, under and along the easement area reserved for such purpose, the centerline of which is the common boundary line of Lots 4 and 5.

D. Paving and curbing of a roadway in Outlot "A" meeting City standards therefor.

E. An interior water distribution system for the subdivision which is connected to an MUD main.

- ii. Nothing in Section 3.5(a) shall be construed as creating an obligation on the part of PG or any of its officers, directors, employees or agents to maintain, repair, or replace any of the foregoing or any other Property or Improvements thereto except to the extent specifically required by Section 12.2.

- b. In accessing the roadway in Outlot "A", no Owner or Occupant shall construct any street or curb cut or driveway (or similar Improvement) on, over or across Outlot "A" except as first approved by the City.

- c. Each Owner shall undertake at its sole cost and expense the following obligations and responsibilities as it shall pertain to such Owner's Lot. Each such Lot shall be forever burdened with such responsibilities and obligations, including the repair, replacement, maintenance and other obligations required by Section 4.1, all of which shall run with title as an encumbrance against such Parcel.
 - i. Concurrently with the construction of the initial Improvements to the Lot, each Owner shall (in accordance with City standards, the Subdivision Agreement and this Declaration), if deemed necessary for that Lot, design, construct, install; (including connection of the same to the interior storm sewer constructed pursuant to Section 3.5(a)(i)C) an interior storm sewer Improvement over, under and along such Owner's Lot and under the easement area of Outlot "A".

 - ii. Concurrently with the construction of the initial Improvements to the Lot, each Owner shall (in accordance with City standards, the Subdivision Agreement, and this Declaration) design, construct, install (including connection to the existing public sanitary sewer within easements) a private sanitary sewer Improvement and over, under and along that portion of such Owner's Parcel and (if applicable) under the easement area of Outlot "A" reserved for such purposes.

iii. Concurrently with the construction of the initial Improvements to any Lot, but in any event not less than three years following the Recording of the Plat, each Owner shall construct a sidewalk Improvement meeting City standards and specifications over and across that portion of the area reserved for such purposes in Outlot "A".

iv. Prior to the construction of the initial Improvements to the Lot, each Owner shall enter into an agreement with Metropolitan Utilities District regarding all water and gas line extensions and connections to their respective Lot and shall also enter into an agreement with the Omaha Public Power District for power lines to be installed and connected to the respective Lot. Such agreements shall provide that all such extensions and connections (including extensions and connections to any Improvement) shall be underground and that to the extent reasonably possible, all transformers, electric, gas or other meters and equipment or apparatus shall be placed underground and, if not, as near to the surface as possible. All such utility Improvements shall be located in, over, under and along such Owner's Lot and, if applicable, under Outlot "A".

4. Owner's Maintenance and Operation of Property.

4.1. Maintenance and Operation of Section 3.5(c) Improvements.

a. Each Owner shall maintain (including snow removal from sidewalk Improvements and parking lots), repair, and replace at its sole cost and expense all Improvements constructed pursuant to Section 3.5(c). All such Improvements shall be maintained in good quality, condition, and repair consistent with their purpose and in accordance with Zoning Controls and the requirements of this Declaration.

b. Each Owner shall maintain those landscaped portions of Outlot "A" abutting such Owner's Lot at its sole cost and expense.

c. If any Improvement constructed pursuant to Section 3.5(c) shall become in disrepair or non-operational or otherwise become in breach, default or violation of the Zoning Controls or the requirements of this Declaration, such Owner shall promptly remedy the same at its sole cost and expense. In the event any such condition may adversely affect Outlot "A" or any other Improvement constructed or maintained by PG or the Association, or any obligation of PG or the Association under this Declaration, then the Association or its authorized agents may, but shall not be obligated to, enter upon any Property to cure or correct such breach, default or violation at the expense of the Owner of such Lot if such Owner does not cure or correct the same within thirty (30) days after notice from the Association specifying the nature of the violation. All such costs and expenses so incurred by the Association shall be paid by the Owner within ten (10) days of receipt of an invoice therefor reasonably documenting such costs and expenses. In the event the cure or correction cannot be reasonably made by the Owner within the permitted time, then upon written request to the Association, Owner shall be granted a reasonable extension of time (not to exceed 120 days) to effect the cure or correction. The failure of the Association to exercise its rights under this paragraph shall not be construed as a waiver of its right to do so at any other time for the same or similar default, breach or violations.

d. Each Owner shall indemnify and hold all other Owners, PG and the Association harmless from and against any and all damage or other liability, directly or indirectly resulting or arising from or out of any breach of, default in or violation of the Zoning Controls or this Declaration by such Owner or its tenants including its or their agents, employees, contractors, subcontractors or assigns.

4.2. Other Owner Maintenance.

a. In addition to the maintenance and other obligations of Owner pursuant to Section 4.1, each Owner shall be solely responsible, at its cost and expense, for the

construction, repair, maintenance, operation, insuring, replacement and restoration of any Property on that Owner's Lot, except as expressly provided in Section 5.1.

b. Each such Owner shall at all times maintain all Property and all Improvements to any Lot in good and clean condition and repair consistent with the overall quality of the Property and in accordance with the Zoning Controls and the requirements of this Declaration.

c. If any Improvement constructed on a Lot shall be or become in breach, default or violation of the Zoning Controls or the requirements of this Declaration, such Owner shall promptly remedy the same at its sole cost and expense. In the event such condition may adversely affect Outlot "A" or any other Improvement constructed or maintained by PG or the Association, or any obligation of PG or the Association under this Declaration, then the Association or its authorized agents may, but shall not be obligated to, enter any Property to cure or correct such breach, default or violation at the expense of the Owner of such Lot if such Owner does not cure or correct the same within thirty (30) days after notice from the Association specifying the nature of the violation. All costs and expenses so incurred by the Association shall be paid by the Owner within ten (10) days of receipt of an invoice therefor reasonably documenting such costs and expenses. In the event the cure or correction cannot be reasonably made within the permitted time, upon written request to the Association, Owner shall be granted a reasonable extension of time (not to exceed 120 days) to effect the cure or correction. The failure of the Association to exercise its rights under this paragraph shall not be construed as a waiver of its right to do so at any other time for the same or similar default, breach or violations.

5. Association Expenses and Assessments.

5.1. Maintenance and Operation by the Association. Except as provided in Section 3.5(a), the Association shall be responsible for and shall administer, insure, operate, manage, control, maintain (including cleaning and snow removal), repair, rebuild and restore the roadway on

Outlot "A" and any Improvements constructed by PG or the Association pursuant to Section 3.5(a) and the storm sewer (including any improvements, connections or appurtenances thereto) constructed and installed by PG. All such work shall be undertaken for the benefit of the Association and the Owners so that the same stay in good repair and operating order and suitable for their intended purpose. The Association shall have the authority to contract with any Person for any such work, including management. In addition to any other authority provided to the Association by this Declaration, the Association may (i) provide special services affecting portions of Outlot "A" or any Improvement which it is required to repair, replace or maintain, consistent with the overall character and use of the Property; (ii) grant licenses or concessions for the provision of such services; and (iii) charge reasonable fees for such services, licenses or concessions. Any amounts received by the Association from fees, licenses, concessions and other sources shall be held and used by the Association for the benefit of the Owners pursuant to such rules, resolutions or regulations as the Association may adopt.

5.2. Common Expenses.

a. Each Lot shall be subject to an assessment for, and each Owner shall be obligated to pay its Owner's Share (defined in Section 5.3) of all expenses incurred by the Association in performing its obligations and responsibilities pursuant to this Declaration, including all taxes and assessments of any nature whatsoever, including ad valorem real estate taxes, operation, maintenance, repair, and other obligations pursuant to Section 5.1 and costs incurred in connection with legal fees following the Recording of this Declaration, premiums for insurance, architectural or engineering expenses necessary or appropriate to discharge the Association's duties or authority under this Declaration, and the establishment of reasonable reserves for contingencies, replacements or other proper purposes, and for reasonable Association administration, operation and overhead expenses, all as determined by the Association (collectively, the "Common Expenses"). Common Expenses may also include administrative and management fees, so long as such fees do not exceed 15% of the total Common Expenses, excluding such fees (or 25% of the total Common Expenses, excluding such fees, if an independent management company

unaffiliated with any Owner is used to perform the obligations of the Association under the Declaration). The Association shall maintain a reasonable reserve for insurance premiums and deductibles for policies of insurance covering Outlot "A" and any improvements, repair and replacement of the same and such other reserves as the Association may deem appropriate, all of which shall be deemed Common Expenses. The Association shall cause all Common Expenses incurred by it to be reasonable in view of the type, quantity and quality of the services or materials obtained by the Association for such Common Expenses and the cost of similar services or materials at the time.

b. At its annual meeting, the Board shall establish an annual budget for Common Expenses reasonably anticipated to be incurred during the ensuing 12 months. Nothing in this paragraph shall be construed to preclude the Board from amending such budget at any meeting duly convened in accordance with the Constituent Documents.

5.3. Owner's Shares.

a. Each of the Lot Owners shall be obligated to pay its "Owner's Share" of the Common Expenses. As used herein, "Owner's Share" shall mean 1/6th of the budget (including any amendments thereto) adopted pursuant to Section 5.2(b). "Owner's Share" shall also include 1/6th of any other amount incurred by the Association as a Common Expense or otherwise designated as a Common Expense under this Declaration.

b. The Owners may agree to reallocate the Owner's Share among themselves at any time upon notice to the Association; provided, that such reallocation shall not relieve any Owner from the obligation to pay the Owner's Share if not timely paid.

5.4. Payment and Collection of Association Assessments. The Association shall assess each Lot and Lot Owner for its Owner's Share of Common Expenses (the "Assessments") on a monthly basis or as often in addition thereto as the Association considers to be appropriate. All Assessments shall be payable at such times and in such manner as may be determined by the

Association. If any Owner shall fail or refuse to make any payment of an Assessment when due, then, upon 15 days written notice to Owner the Association, in its sole and absolute discretion, may suspend the voting rights of that Owner for any period during which the Assessment against such Owner's Lot remains unpaid. If any Owner shall fail or refuse to make any payment of an Assessment when due, there shall be added to the amount thereof interest at the Prime Rate from the due date of such payment until paid, plus a late charge not exceeding ten percent of the amount of such payment as determined by the Board, and costs and reasonable attorneys' fees incurred by the Association to collect such Assessment. All such amounts shall constitute a lien on such Owner's Lot and on any rents and proceeds therefrom. Such lien may, but shall not be required to be, evidenced by a notice executed by the authorized agent of the Association and recorded in the Records setting forth the amount of the Assessment and other charges and the description of the Lot subject to the lien. Any Assessments which are so secured but which are extinguished by operation of law for any reason, or deemed uncollectible by the Association, shall be reallocated by the Association and assessed against all Lots as a Common Expense; provided, however, that if the Association determines that such unpaid Assessments are of a sufficient amount to require payment in installments, the Association may amortize the reallocation as a common Expense over a reasonable period of time. Any Person acquiring or intending to acquire an interest in any Lot shall, upon written notice to the Association, be entitled to a statement from the Association within thirty (30) days of receipt by the Association of such notice setting forth the amount of unpaid Assessments and other charges, if any, and no lien shall attach to such Lot in excess of the amount set forth in such statement, except for Assessments and other charges which accrue or become due after the date thereof. The lien provided for in this Section may be foreclosed by the Association in any manner provided or permitted for the foreclosure of mortgages in the State of Nebraska.

5.5. Parcel Owner's Right to Audit. Any Owner whose share of Common Expenses increases by more than ten percent (10%) in a calendar year period may audit the books and records kept by the person responsible for billing the Common Expenses under this Declaration (the "Maintaining Party") pertaining to the Common Expenses and each Owner's Share. A Lot Owner's right to audit under this Section 5.5 is subject to the following terms and conditions:

- a. Lot Owner must not then be in material breach or default of this Declaration;
- b. Such audit shall be conducted only during regular business hours at the office where Maintaining Party maintains Common Expenses records and only after Lot Owner gives Maintaining Party at least fourteen (14) days prior notice;
- c. Lot Owner may not conduct more than one (1) audit during any period of twelve (12) consecutive calendar months;
- d. In the written notice required under subparagraph (b) above, Lot Owner must specifically designate the fiscal year(s) that Lot Owner intends to audit;
- e. Lot Owner shall deliver to Maintaining Party a copy of the results of such audit within fifteen (15) days of its receipt by Lot Owner; and
- f. If it shall be determined after any such audit that the Lot Owner has overpaid or underpaid Common Expenses, a cash payment shall be made within thirty (30) days of such determination from Maintaining Party to Lot Owner or Lot Owner to Maintaining Party, as the case may be.

6. Owner's Acts or Default Causing Repairs or Replacements to Outlot "A" Improvements.

If any damage to or maintenance, repairs or replacements of any Outlot "A" Improvement, the sidewalk Improvements, or any other Improvements on or appurtenant to Outlot "A" are caused by or result or arise from or out of any breach of or default under this Declaration, or otherwise by the acts or omissions of an Owner (including one or more of its Occupants or other Person for whom such Owner or Occupant(s) may be responsible) the remediation of which would otherwise be a Common Expense, then such Owner (immediately upon receipt of a statement from the Association of the estimated cost for such damage, maintenance, repairs and replacements) shall pay such estimated amount to the Association and, upon receipt of any additional statement(s), shall pay to the Association all additional amounts which exceed the

original estimated costs immediately upon completion of such work. Such Owner shall be provided a refund for any amount paid by such Owner which exceeds the total cost of such maintenance, repairs or replacements. The amount payable for such maintenance, repairs or replacements, together with interest at the Prime Rate from the date of Owner's receipt of a statement therefor from the Association, plus collection costs and attorneys' fees, shall be secured by a lien against such Owner's Lot in the same manner as the lien provided in Section 5.4. Notwithstanding the foregoing, such Owner shall not be obligated to pay the Association for the cost of such maintenance, repairs or replacements to the extent such cost is covered by insurance proceeds received by the Association from any insurance policy maintained by the Association.

7. Destruction, Condemnation and Restoration of Outlot "A". In the event of any damage or destruction to or the condemnation of any portion of the Improvements constructed pursuant to Section 3.5(a), to the extent such restoration is not the obligation or responsibility of the City or any other public entity, such restoration shall be undertaken by the Association as a Common Expense at least to the extent of removing all evidence of the damage or destruction and causing such areas to have an appearance consistent with the overall character of the Property. Such restoration shall be performed substantially in accordance with this Declaration and plans and specifications approved by Association.

8. Conveyance of Outlot "A" to Association. PG shall, without further consideration beyond PG's entry into this Declaration, quit claim all of its right, title and interest in and to Outlot "A" "AS IS" free and clear of any liens or encumbrances created by PG, including any lien or encumbrance created as a result of PG's fulfillment of its obligations under Section 3.5 of this Declaration, without further warranty or representation, within thirty (30) days following the effective conveyance of all of the Lots; provided that PG shall have the right to quit claim its interest therein to the Association at any time following the Recording of this Declaration. The Association shall accept such conveyance whenever made without reservation of any nature. All rights, privileges, authorities, responsibilities and obligations of the Association shall be in full force and effect from the time of the Recording of this Declaration, whether or not the conveyance contemplated by this Declaration shall have occurred.

9. Insurance.

9.1. In General. With respect to the roadway in Outlot "A", and Outlot "A" sidewalk Improvements, the Association may obtain and maintain any bonds or policy of insurance containing provisions as the Association may consider consistent with good business practice. The cost and expense of all such bonds and insurance shall be a Common Expense. All such insurance shall be obtained from responsible proprietary stock insurance companies duly authorized to transact insurance business in the State of Nebraska.

9.2. Receipt and Application of Insurance Proceeds. All insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by the Association for the benefit of all Owners of all or any part of the Property as their respective interests may appear. The Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it. Such funds shall be disbursed in accordance with the following priorities, subject to such evidence of application as the Association shall require, and shall be applied by the Association first, to the Association for the purpose of restoration as provided in Section 7, and the balance, if any, to the Owners, or Persons whom the Association determines are legally or equitably entitled thereto.

10. The Association.

10.1. In General. The Association has been formed to serve as the governing body for all of the Owners for the protection, improvement, maintenance, repair, replacement, administration and operation of Outlot "A" and other Improvements to be maintained by the Association as may be necessary from time to time, the assessment of Common Expenses, payment of losses, disposition of insurance proceeds received by the Association and other matters as provided in this Declaration and the Constituent Documents. Whether or not so specified in this Declaration, all rights, powers, authority, affairs, obligations and other responsibilities of the Association shall be exercised and controlled by the Board, unless specifically provided by this Declaration or the Constituent Documents to be that of the Owners or the members of the Association.

10.2. Membership. Each Owner shall be a member of the Association as soon and so long as he shall be an Owner. Such membership shall automatically terminate when an Owner ceases for any reason to be an Owner and the new Owner shall likewise automatically succeed to such membership in the Association. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Parcel to which it is appurtenant (and then only to the purchaser involved in such sale) or by intestate succession, testamentary disposition, foreclosure of a Mortgage or other legal process transferring fee simple title to such Lot (and then only to the Person to whom such fee simple title is transferred). Any attempt to make a prohibited transfer of a membership shall be void and shall not be recognized by or reflected upon the books and records of the Association. Membership in the Association shall automatically be transferred upon the sale, succession, disposition, foreclosure or other transfer of a Lot and the Association shall record such a transfer upon the books of the Association upon presentation by the new owner of evidence of Record of such sale, transfer, succession, disposition, foreclosure or other transfer.

10.3. Voting Rights of Members/Owners.

a. Notwithstanding that each Owner shall be a member of the Association, as provided in the Constituent Documents the Owner(s) of each Lot, other than PG, shall have collectively one vote in connection with any matter requiring or permitting a vote of members or Owners under this Declaration or the Constituent Documents. Such voting rights shall be exercised by a single representative of the Owner(s) of the Lot who has been designated for such purpose in a written notice received by the Association. If any Lot has more than one Owner and all of the Lot's Owners fail to appoint a single representative in the manner provided above, such Owner(s) shall not be entitled to vote until such a representative is so appointed. If any Lot is subdivided in accordance with this Declaration, the Owner(s) of the subdivided Lot have the right to reallocate between the subdivided portions of the Lot, the voting rights allocated to the subdivided Lot; provided written notice of such allocation between Lot Owners shall be delivered to the Association and such Lot Owners shall record a notice of such allocation in the Records.

Any such allocation shall become effective when the subdivision has been recorded in the Records and a copy has been delivered to the Association. If more than one Lot is affected by such subdivision, notice to the Association shall recite whether or not they wish to reallocate between them the voting rights allocated to the affected Lots.

b. As provided in the Constituent Documents, PG shall have nine (9) votes for each Lot owned by PG until June 30, 2003, at which time PG shall be entitled to one vote for each Lot owned by PG. Notwithstanding any provision in Section 10.3(a), if any Lot is subdivided by PG, then PG may reallocate between the subdivided portions of such Lot, the nine (9) votes allocated to such Lot prior to July 1, 2003, and, as fractions of a vote, the one (1) vote allocated to such Lot after June 30, 2003; provided, that written notice of such allocation shall have been delivered to the Association, that PG shall have recorded a written notice of such allocation in the Records, and that no subdivided portion of such Lot shall be allocated more than one (1) vote for the period prior to July 1, 2003, if the Owner of such subdivided portion is other than PG.

10.4. Required Votes. The Owners and members of the Association shall be entitled to vote on any matter that requires a vote of the Owners or the members of the Association under this Declaration or the Constituent Documents subject to Section 10.3 and the Constituent Documents. Except as otherwise provided in this Declaration or the Constituent Documents, the affirmative vote of a Majority shall be sufficient for the taking of any action by the Owners or the members of the Association.

10.5. Qualifications of Directors. The Board shall be elected as provided in the Constituent Documents. Each director shall be an Owner or, if an Owner is a corporation, partnership or trust, a director may be an officer, partner, trustee, beneficiary or employee of such Owner. If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant.

10.6. Board's Determination Binding. In the event of any dispute or disagreement between Owners relating to any question of interpretation or application of the provisions of this Declaration or the Constituent Documents, the determination thereof by the Board shall be final and binding.

10.7. Additional Provisions in Constituent Documents. The Constituent Documents may contain any reasonable and non-discriminatory provision not inconsistent with law or with this Declaration relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents and members.

11. Amendment. The provisions of this Declaration may also be changed, modified or amended as follows: (a) Section 2.1 may be amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than 75% of the votes eligible to be cast to elect the Board, (b) Sections 2.3, 3.1 and 11 may be amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than 100% of the votes eligible to be cast to elect the Board, and (c) all other provisions shall be amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than 98% of the votes eligible to be cast to elect the Board. Any such instrument shall be promptly delivered to the Association and recorded in the Records by the Association. Notwithstanding anything contained herein to the contrary, if this Declaration or the Constituent Documents require the consent or agreement of a Majority or other specified percentage of the votes of the Owners and/or any other Persons having any interest in the Property for any such amendment or for any action specified in this Declaration, then any instrument so amending this Declaration or any provision hereof or providing for such action shall be signed by such Majority or Owners holding not less than such specified percentage and/or other Persons having any interest in the Property. Any such change, modification, or amendment accomplished under any of the provisions of this Section 11 shall be effective upon recording in the Records of the instrument providing therefor, signed and acknowledged as herein provided.

12. Remedies.

12.1. In General. In the event that any Owner or the Association shall fail to comply with the provisions of this Declaration, the Constituent Documents or the rules and regulations of the Association, the Association or any Owner shall have each and all of the rights and remedies arising as a result of such failure under this Declaration, the Constituent Documents or such rules and regulations, and such other rights and remedies as may be available at law or in equity, and may prosecute any action or other proceedings against such Owner or the Association for enforcement of such provisions or foreclosure of any lien it may hold and the appointment of a receiver for the Lot, or damages, or injunctive relief, or specific performance, or judgment for payment of money and collection thereof, or any combination of such remedies or any other, and further relief which may be available at law or in equity. The proceeds of any foreclosure sale shall first be applied to discharge court costs, other litigation costs, including, without limitation, reasonable attorneys' fees and all other expenses of the proceeding and sale. The remainder of such proceeds shall be applied first to the payment of any unpaid Assessments or other charges, together with interest thereon and any late charges and the satisfaction of any other damages and any balance shall be paid to the party legally entitled thereto. Upon the confirmation of the sale, the purchaser of such Lot shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of assistance for the purpose of acquiring such possession. The purchaser at any such sale shall take the Lot sold subject to this Declaration. All expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at a rate of four percent per annum in excess of the Prime Rate (except to the extent that such rate exceeds the maximum interest rate permitted by law), from the date incurred, until paid, shall be secured by a lien against the Lot of such defaulting Owner as provided in Section 5.4 hereof. In the event any suit is instituted to construe, interpret or enforce any of the provisions of this Declaration, the prevailing party(ies), as determined by the court, shall be entitled to receive, as part of its (or their) award, its (or their) reasonable attorneys' fees, as determined by such court sitting without a jury, and its (or their) costs.

12.2. Limitation on Personal Liability. Notwithstanding anything contained herein to the contrary, neither PG (including its officers or shareholders) nor the Association nor any member of the Board shall have any liability (except to the extent such liability is proximately caused by the gross negligence or willful misconduct of any such Person) to any Owner, Occupant or any other Person arising under, in connection with or resulting from (including, without limitation, resulting from any act or failure to act with respect to) this Declaration, except to the extent of its actual interest in Property other than Outlot "A" and, in the event of a judgment against PG, no execution or other action shall be sought or brought thereon against any other assets or be a lien upon such other assets of PG. The provisions of this Section 12.2 shall not, however, apply to the obligations of PG, as Owner of any Lots owned by PG to pay any Assessments made by the Association in accordance with the provisions hereof, so that PG shall have liability with respect to any Assessments against any Lots owned by PG in the same manner as any other Owners in accordance with Section 5.4 above. In no event shall a director or officer of the Association be liable to the Association, any Owner, any Member of the Association, or anyone else for any action taken or not taken as a director or officer, as the case may be, of the Association if the director or officer, as the case may be, acted in compliance with Section 21-1986 (in the case of a director) or Section 21-1992 (in the case of an officer) of the Nebraska Non-Profit Corporation Act which became effective on January 1, 1997.

12.3. Mortgages. Notwithstanding any provision of this Declaration to the contrary, any breach of any of the covenants, conditions, restrictions, reservations and servitude provided for in this Declaration, or any right of reentry by reason thereof, shall not defeat or adversely affect the lien and/or rights of any Mortgagee, except as herein expressly provided, and each and all of such covenants, conditions, restrictions, reservations and servitudes shall be binding upon and effective against any lessee under any lease or against any Owner of any Lot whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

13. Miscellaneous.

13.1. Notices; Approvals.

- a. Whether or not otherwise specified in this Declaration, all notices provided for in this Declaration and the Constituent Documents shall be in writing and shall be delivered personally or sent prepaid by United States first-class certified mail, an express delivery service which guarantees next-business-day delivery, or facsimile transmission to (i) in the case of the Association or the Board, to the address to which payments of Assessments are then sent; and (ii) in the case of an Owner, to the street address of such Owner's Lot. The Association or the Board may designate a different address or addresses to which notices shall be sent from time to time by giving written notice of such change of address to all Owners. Any Owner may also designate a different address to which notices shall be sent by giving written notice of his change of address to the Association. Notices shall be deemed delivered (a) when delivered in person; (b) on the date of the certification receipt in the case of notice given by certified mail; (c) one (1) business day after delivery to an express delivery service in time for next-business-day delivery; or (d) the facsimile confirmation date. Upon the written request of any Owner a courtesy copy of all notices sent by the Association to such Owner shall be simultaneously sent to the Mortgagee at the address set forth in such written request.
- b. Whether or not otherwise specified in this Declaration, all approvals or amendments required by or permitted in this Declaration shall be in writing and signed by all Persons against whom approvals or amendments are to be enforced.

13.2. No Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public.

13.3. Severability. If any provision of this Declaration, the Constituent Documents or the rules and regulations of the Association, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of this Declaration, the Constituent Documents or the rules and

regulations of the Association and the application of any such provision, section, sentence, clause, phrase or word in any other circumstance, shall not be affected thereby and the remainder of this Declaration, the Constituent Documents or the rules and regulations shall remain in full force and effect as if such invalid part were never included therein and such invalid part shall be promptly amended as herein provided or reformed by such court so as to implement the intent thereof to the maximum extent permitted by law.

13.4. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of twenty years from the date this Declaration is recorded in the Records, after which they shall be automatically extended for successive periods of ten years, unless sooner revoked in the manner provided herein for the amendment hereof.

13.5. Binding Effect; Release on Transfer. Each grantee of PG or the Association by the acceptance of a deed of conveyance, each purchaser under any agreement and contract or similar agreement of sale by execution of such agreement for sale, and each Mortgagee by the acceptance of any instrument conveying any interest in the Property as security for the performance of an obligation, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. 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 equitable servitude and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any Person having at any time any interest or estate in the Property in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer. Upon the transfer by an Owner to a new Owner of all or any portion of the fee simple interest in the transferring Owner's Lot (but not upon any transfer in the nature of a lease, mortgage, easement or similar instrument that does not create a new Owner), the transferring Owner shall be released from all liabilities and obligations accruing under this Declaration with respect to the transferred Property from and after the date of such transfer, but

such transferring Owner shall remain liable for all liabilities and obligations which accrued hereunder prior to such transfer.

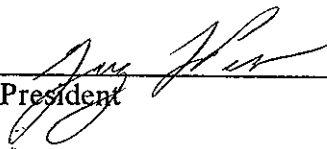
13.6. Waiver. Any right or remedy provided for in this Declaration shall not be deemed to have been waived by any act or omission, including any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specifying the waiver of such right or remedy and executed by the Person against whom enforcement of such waiver is sought.

13.7. Exhibits. All Exhibits attached to this Declaration are incorporated herein and are made a part of this Declaration by reference.

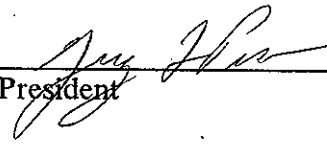
13.8. Miscellaneous. All captions in this Declaration are meant for convenience only and shall not be used in the construction of this Declaration. All references in the Declaration to "Section(s)" shall mean Section(s) of this Declaration unless the context otherwise requires. Whenever used in this Declaration, the term "including" shall mean "including without limitation", whether or not so specified.

IN WITNESS WHEREOF, the parties have executed this instrument as of this 21 day of OCTOBER, 1997.

PINK GRADING, INC., a Nebraska Corporation

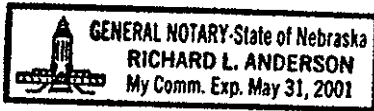
By: 
President

66TH CIRCLE OUTLOT ASSOCIATION, a
Nebraska Non-Profit Corporation

By: 
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on October 21, 1997, by Gary L. Pink, President of Pink Grading, Inc., and Gary L. Pink, President of 66th Circle Outlot Association.



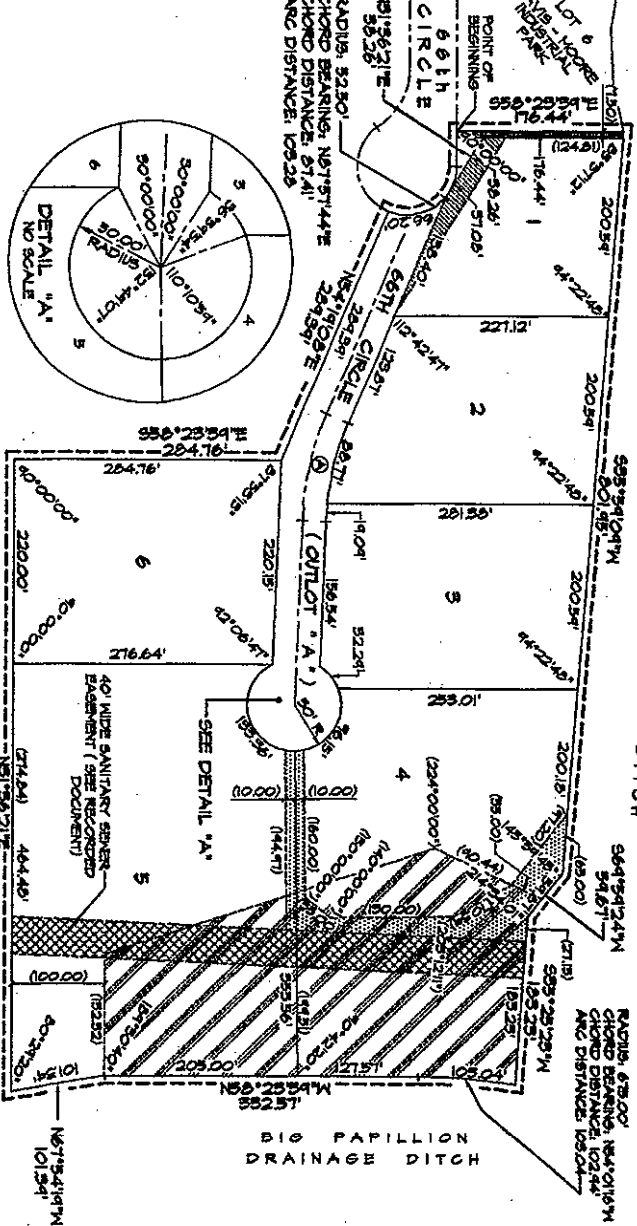
0027245.01

Richard L. Anderson
Notary Public

PINK INDUSTRIAL PARK

A CLUSTER SUBDIVISION
 LOTS 1 THRU 6, INCLUSIVE, AND OUTLOT 'A'

BEING A PLATTING OF PART OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH PM, DOUGLASS COUNTY, NEBRASKA, TOGETHER WITH PART OF THE ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY LYING WITHIN SAID EAST 1/2.



CENTRAL CURVE 'A'
 RADIUS = 595.00' DELTA = 207.9600°
 CHORD BEARING = N11°28'12\"

LOT 6 MOORE
 DISTANCE FROM CENTERLINE OF PAVILLION DRAINAGE DITCH TO EAST-BENT POINT TO EAST-BENT ONLY.

POINT OF BEGINNING
 6611' CIRCLE

RADIUS, 52.50'
 CHORD BEARING, N61°57'44\"

CHORD DISTANCE 57.41'
 AND DISTANCE 108.28'

DETAIL 'A'
 NO SCALE

APPROVAL OF CITY ENGINEER
 I HEREBY APPROVE THIS PLAT OF PINK INDUSTRIAL PARK ON THIS _____ DAY OF _____ 1997.

CITY ENGINEER _____

APPROVAL OF PINK INDUSTRIAL PARK
 THIS PLAT OF PINK INDUSTRIAL PARK WAS APPROVED AND ACCEPTED BY THE OMAHA CITY COUNCIL THIS _____ DAY OF _____ 1997.

PRESIDENT _____

CITY CLERK _____

REVIEW BY DOUGLASS COUNTY ENGINEER
 THIS PLAT OF PINK INDUSTRIAL PARK WAS REVIEWED BY THE DOUGLASS COUNTY ENGINEER'S OFFICE THIS _____ DAY OF _____ 1997.

15 FOOT WIDE SANITARY SEWER EASEMENT (SEE RECORDED DOCUMENT)
SANITARY SEWER EASEMENT (SEE RECORDED DOCUMENT)
STORM SEWER AND DRAINAGE EASEMENT (SEE RECORDED DOCUMENT)
EASEMENT FOR PAVILLION CREEK AND LEVEE (SEE RECORDED DOCUMENT)

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID BANK.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID BANK.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID BANK.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID BANK.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID BANK.

APPROVAL OF CITY PLANNING BOARD
 THIS PLAT OF PINK INDUSTRIAL PARK WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA THIS _____ DAY OF _____ 1997.

LEGAL DESCRIPTION
 I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN DESCRIBED AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT A BOUND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND ECHS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS AND SHOWN IN THIS PLAT. (A CLUSTER SUBDIVISION) LOTS 1 THRU 6, 1/4 OF SECTION 1, T14N, R12E OF THE 6TH PM, DOUGLASS COUNTY, NEBRASKA, TOGETHER WITH PART OF THE ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY LYING WITHIN SAID EAST 1/2. ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 6, DOUGLASS COUNTY, NEBRASKA, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLASS COUNTY THESE 598.2539' (AS SURVEYED) BEARING 170.44' FEET ON THE SOUTHERLY LINE OF SAID LOT 6 TO THE EAST LINE OF SAID SECTION 1; THENCE S01°12'54\"

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
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ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
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ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
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ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
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ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGMENT OF NOTARY
 STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 1997 BY _____ TRUSTEE ON BEHALF OF SAID CORPORATION.

SCALE: AS SHOWN
DATE: JAN. 2, 1997
DRAWN BY: JKZ
CHECKED BY: DFN
REVISIONS:

PINK INDUSTRIAL PARK
 FINAL PLAT

THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10900 OLD MILL ROAD
 OMAHA, NE 68154
 (402) 552-8860

1042-101

Exhibit "A"



City of Omaha
Hal Daub, Mayor

July 22, 1997

RECEIVED

97 JUL 11 PM 1:02

CITY CLERK
OMAHA, NEBRASKA

1042-101
Res # 2154
Public Works Department

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

Don W. Elliott, P.E.
Public Works Director

Honorable President

and Members of the City Council,

The attached Resolution approves the Subdivision Agreement between the City of Omaha and Pink Grading, Inc. and 66th Circle Outlot Association. This Subdivision Agreement covers the public improvement of Pink Industrial Park of Douglas County, Nebraska located at 66th Circle South of "L" Street.

This Subdivision Agreement stipulates which private improvements will be built by Pink Grading, Inc. in Pink Industrial Park. The entire cost of improvements made in this development will be paid by the Subdivider.

The Subdivision Agreement will benefit the City of Omaha and the Subdivider in clarifying the responsibilities of the parties in building and maintaining the improvements in the subdivision.

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

Respectfully submitted,

Don W. Elliott 6/30/97
Don W. Elliott, P.E. Date
Director

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

Robert C. Peters 7-1-97
Robert C. Peters Date
Acting Planning Director

Approved as to Funding:

Louis A. D'Ercole 6/30/97
Louis A. D'Ercole Date
Finance Director

Referred to City Council for Consideration:

Bill Hill 7/2/97
Mayor's Office/Title Date

P:APW1\6161.SKZ

Exhibit "B"

(L)

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr..... July 22, 1997

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Pink Grading, Inc. proposes to build a Subdivision, Pink Industrial Park, which will be located at 66th Circle South of "L" Street; and,

WHEREAS, Pink Grading, Inc. wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by the subdivider within the area to be developed; and,

WHEREAS, the parties wish to agree upon the manner in which private improvements will be built by Pink Grading, Inc. and to clarify the responsibilities of the parties in building and maintaining the improvements in the subdivision; and,

WHEREAS, 66th Circle Outlot Association will be responsible for the maintenance of the private improvements; 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 between the City of Omaha and Pink Grading, Inc. and 66th Circle Outlot Association, as recommended by the Mayor, providing for the private improvements and sewer connections to the Omaha sewer system, is hereby approved.

APPROVED AS TO FORM:

[Signature] 6-30-97
ASSISTANT CITY ATTORNEY

PAPWIN6162.SKZ

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.

By *[Signature]*
Councilmember

[Signature]
DEPUTY CITY CLERK

Adopted AUG 5 1997 7-0

BY _____

[Signature]
City Clerk

Approved *[Signature]* 8/11/97
Mayor

(L)

SUBDIVISION AGREEMENT

This Subdivision Agreement, made this 5th day of August, 1997, by and between PINK GRADING, INC., a Nebraska corporation (hereinafter referred to as "Subdivider"), the CITY OF OMAHA (hereinafter referred to as "City"), and 66TH CIRCLE OUTLOT ASSOCIATION, a Nebraska non-profit corporation (hereinafter referred to as "Association").

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 private improvements for this subdivision; and

WHEREAS, the members of Association consist of all present and future Owners of Lots 1 through 6, inclusive, Pink Industrial Park, a subdivision. Such Association will be responsible for ongoing maintenance of the private improvements described in paragraphs 1(a), 1(b) and 1(c) herein; and

WHEREAS, the Subdivider wishes to connect the system of private sanitary sewers to be constructed within the Property to the public sewer system of the City; and

WHEREAS, the Subdivider and the City agree on the method for the installation and allocation of expenses for private improvements to be constructed in connection with this subdivision.

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein by this reference, and in further consideration of the mutual covenants of the parties hereto, it is hereby agreed as follows:

1. PRIVATE IMPROVEMENTS. Attached hereto as Exhibit "B", pages 1 through 5 inclusive, and incorporated herein by reference is the plan showing the private improvements to be installed for this subdivision. All such private improvements must be designed to City standards and must receive the approval of the Public Works Department of the City prior to construction.
 - (a) **Street Paving.** The subdivision is to be served by a private street to be located in Outlot "A". The private street will be constructed and paid for by the Subdivider and will serve Lots 1 through 6.
 - (b) **Storm Sewer.** No public storm sewer facilities are required for this subdivision. The Subdivider shall design and construct an interior storm sewer system draining the private street located in Outlot "A" and the abutting lots. The storm sewer system shall be privately owned and maintained.
 - (c) **Sanitary Sewer.** All lots within the subdivision shall be served by private sanitary sewer stubs connecting to a private sanitary sewer main to be constructed by

Subdivider in Outlot "A" which in turn will be connected to an existing public sewer. The private sanitary sewer stubs and main shall remain private and shall be privately maintained.

2. WATER, GAS AND ELECTRICAL POWER. Water and gas distribution mains located within Outlot "A" to be installed by the Metropolitan Utilities District. (Contract with MUD will be provided as soon as available but in no event longer than four months from the date of execution of this agreement.)

Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. Contract with OPPD will be provided as soon as available but in no event longer than four months from the date of execution of this Agreement.

3. INSTALLATION OF IMPROVEMENTS. The Subdivider agrees to commence the timely and orderly installation of the private improvements indicated above in subparagraphs 1(a), 1(b), and 1(c) following execution of this Agreement and pursuant to Section 53-9 of the Omaha Municipal Code. Such private improvements shall be designed by Thompson, Dreessen & Dorner, Inc., Consulting Engineers, in accordance with City standards. Plans will be submitted to City's Public Works Department for review and approval. Prior to recording the final plat, Subdivider agrees to furnish a Letter of Credit or a Certified Check or a Licensed Corporate Surety Bond subject to approval of the City Law Department, to provide a financial obligation to construct all private improvements identified in this Subdivision Agreement.

4. PAYMENT FOR IMPROVEMENTS. The Subdivider shall pay the cost of all of the private improvements, specified in paragraphs 1 and 2 above. The individual lot owners will, at the time of development of their respective lots, pay all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for electrical service power installations to their respective lots.

5. SIDEWALKS. Sidewalks shall be constructed according to the following schedule:


- (a) Sidewalks shall be constructed adjacent to the private street as soon after each individual lot development has begun and as weather permits.
- (b) In any event, all sidewalks shall be constructed upon both sides of the private street within the Property within three years of the recording of this subdivision plat.

6. MAINTENANCE OF PRIVATE IMPROVEMENTS. All private improvements described herein will be maintained, repaired and/or replaced by the Owners' Association. Maintenance of the water mains shall be in accordance with the rules and regulations of the Metropolitan Utilities District.

7. RIGHT TO CONNECT TO CITY SEWER SYSTEM. The City hereby acknowledges that it has given the Subdivider and/or any subsequent lot owner the right to connect the sanitary sewer system of the Property, or any individual lot, to the City sanitary sewer system, subject to obtaining proper permits and paying the standard fees.
8. Attached hereto as Exhibit "C" and incorporated herein is the plan showing the landscape buffer to be installed on Lots 1 through 5 inclusive of Pink Industrial Park. The Subdivider shall pay the cost of installing the landscape buffer.
9. BINDING EFFECT. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".

Attest:

CITY OF OMAHA



 City Clerk
 Deputy

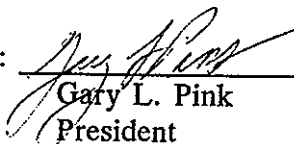
By: 

 Mayor Date

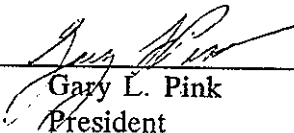
66TH CIRCLE OUTLOT ASSOCIATION,
 a Nebraska non-profit
 corporation

Subdivider

PINK GRADING, INC., a Nebraska
 corporation

By: 

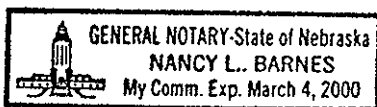
 Gary L. Pink Date
 President 6/24/97

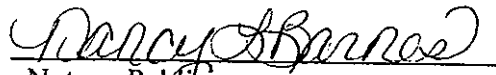
By: 

 Gary L. Pink Date
 President 6/24/97

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of June, 1997, by Gary L. Pink, President of Pink Grading, Inc., a Nebraska corporation, on behalf of the corporation.

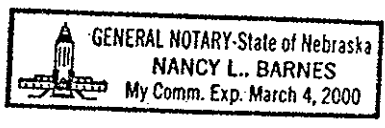




 Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of June, 1997, by Gary L. Pink, President of 66th Circle Outlot Association, a Nebraska non-profit corporation, on behalf of the corporation.



Nancy L. Barnes
Notary Public

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

0027269.02

66th PLAZA SANITARY SEWER, PAVING AND STORM SEWER PINK INDUSTRIAL PARK OMAHA, NEBRASKA

SHEET INDEX

No.	DESCRIPTION
1	COVER SHEET
2	LOCATION MAP, DETAILS AND NOTES
3	SANITARY SEWER PLAN
4	STORM SEWER PLAN
5	PAVING PLAN

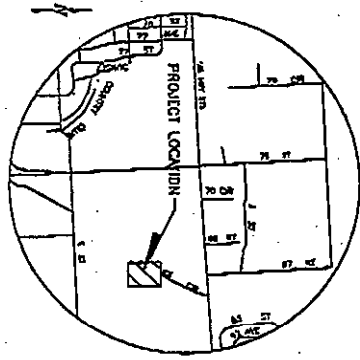
PROJECT LOCATION

THIS PROJECT IS LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 1, T14N, R16E OF THE 6th P.M., DODD COUNTY, NEBRASKA.

BENCHMARK

DESCRIPTION - EAST END OF THE SANITARY SEWER MANHOLE LOCATED IN THE EASTSIDE OF 66th DRIVE AND 25th NORTH OF DODD ST. STREET.
ELEVATION = 1066.74'

ELEVATIONS BASED ON U.S.G.S. DATUM



APPROXIMATE QUANTITIES

ITEM	DESCRIPTION	APPROXIMATE QUANTITY
1	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
2	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
3	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
4	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
5	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
6	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
7	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
8	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
9	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10
10	1" DIA. 10' LONG MANHOLE WITH RINGS AND COVERS	10

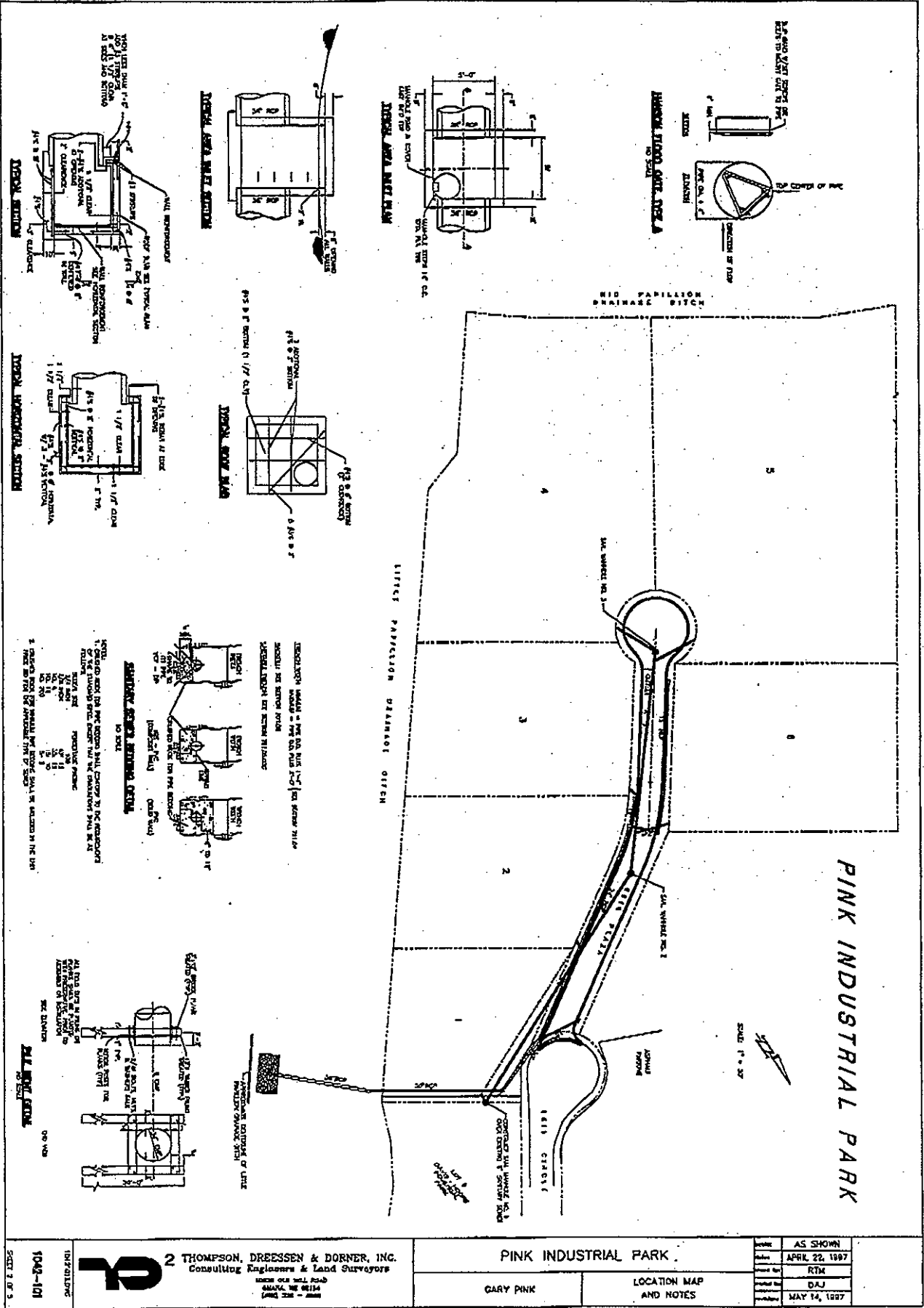
Notes:

1. ALL QUANTITIES SHOWN ARE BASED ON THE INFORMATION PROVIDED IN THESE PLANS.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK PERFORMED.
7. ALL MATERIALS AND METHODS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK PERFORMED.
10. ALL QUANTITIES SHOWN ARE BASED ON THE INFORMATION PROVIDED IN THESE PLANS.

GENERAL NOTES

1. ALL QUANTITIES SHOWN ARE BASED ON THE INFORMATION PROVIDED IN THESE PLANS.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
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<p style="text-align: center;">THOMPSON, DREESSEN & DORNER, INC. Consulting Engineers & Land Surveyors</p> <p style="text-align: center;">1048-10th SAND 18723</p>	<p>PINK INDUSTRIAL PARK</p>	<p>AS SHOWN APRIL 22, 1987 RTM DAV MAY 14, 1987</p>
	<p>GARY PINK</p>	<p>COVER SHEET</p>



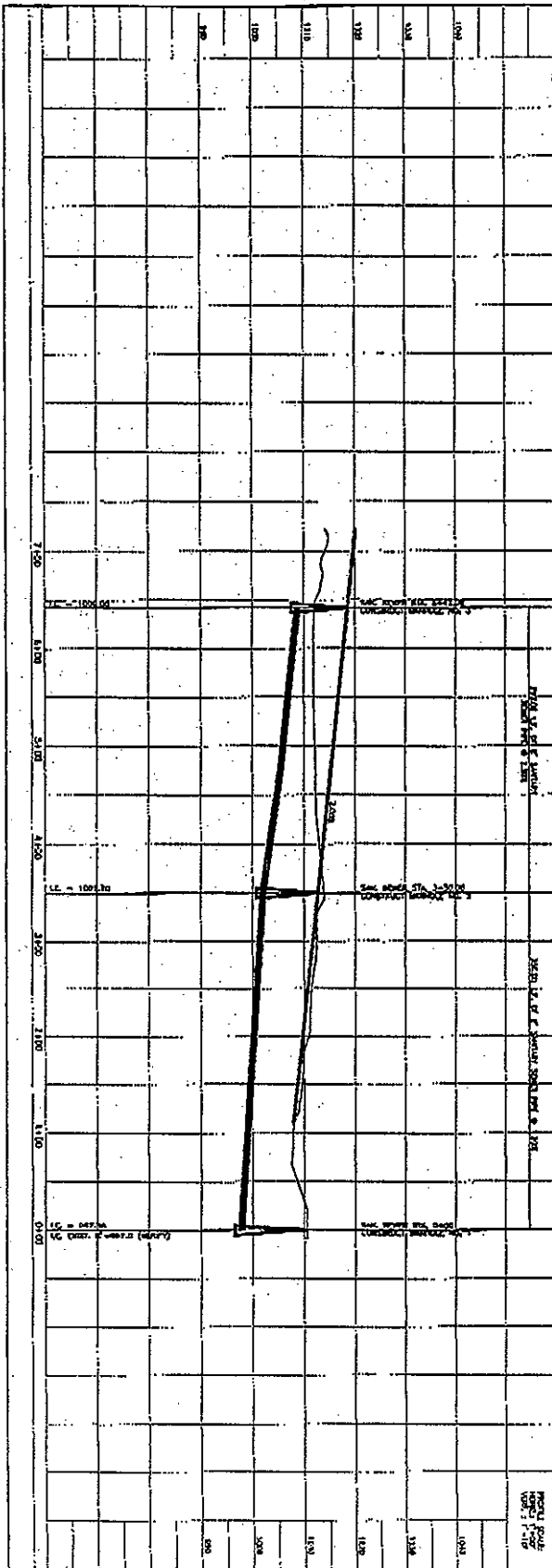
1043-101
SHEET 2 OF 3



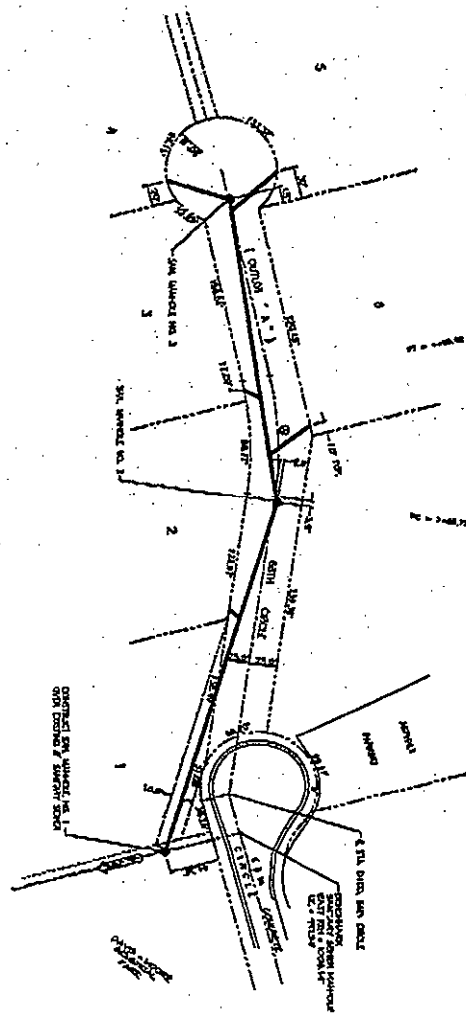
THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
1100 S. 10th St., Suite 100
Annapolis, MD 21404

PINK INDUSTRIAL PARK		DATE	AS SHOWN
GARY PINK	LOCATION MAP AND NOTES	DATE	APRIL 22, 1997
		DRAWN BY	RTM
		CHECKED BY	DAJ
		DATE	MAY 14, 1997





66th PLAZA



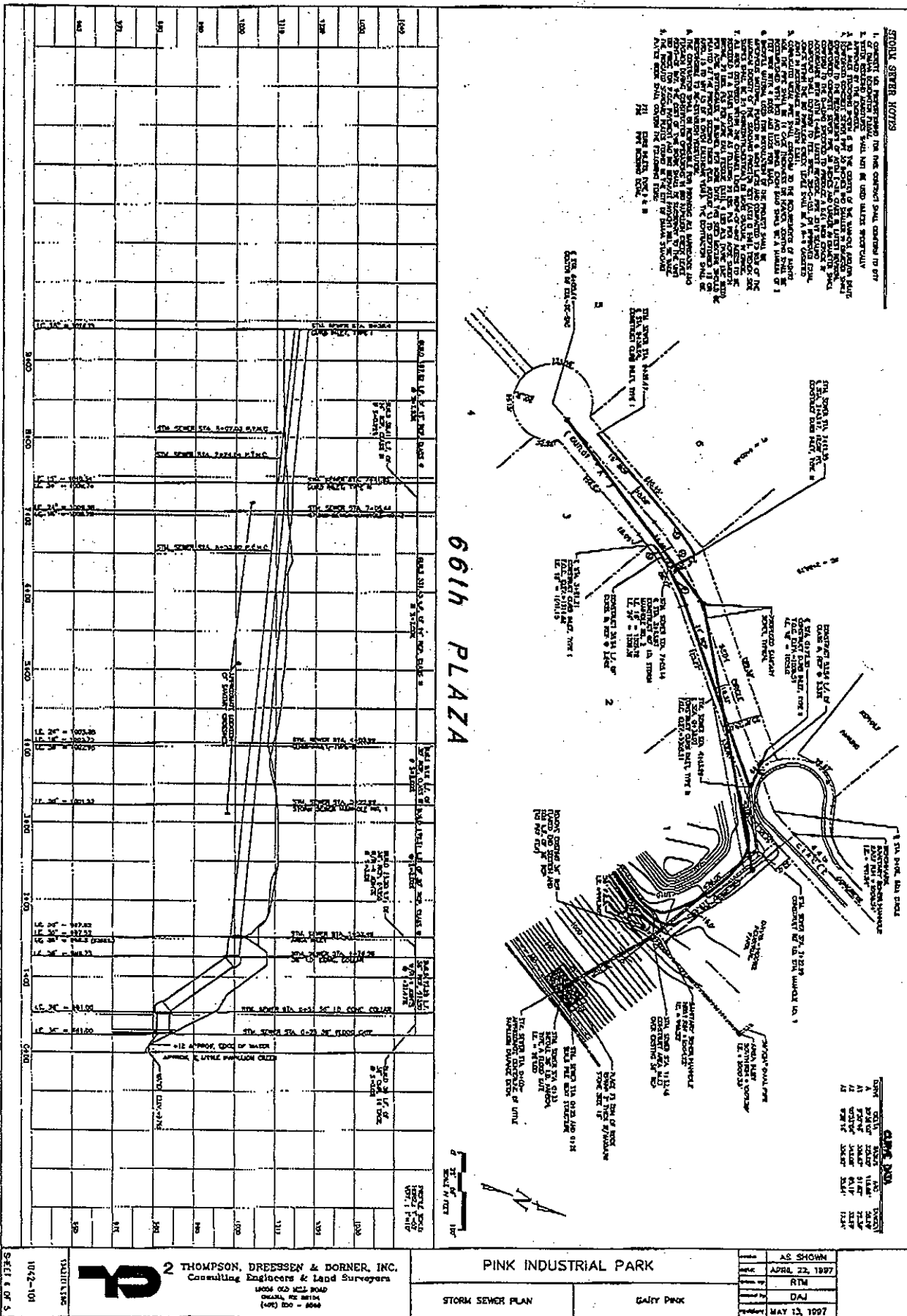
SUMMARY NOTES

1. ALL SANITARY SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
3. ALL SANITARY SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
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THOMPSON, DRESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10300 OLD MILL ROAD
 DALLAS, TX 75244
 469-241-1111

PINK INDUSTRIAL PARK
 SANITARY PLAN
 GARY PINK

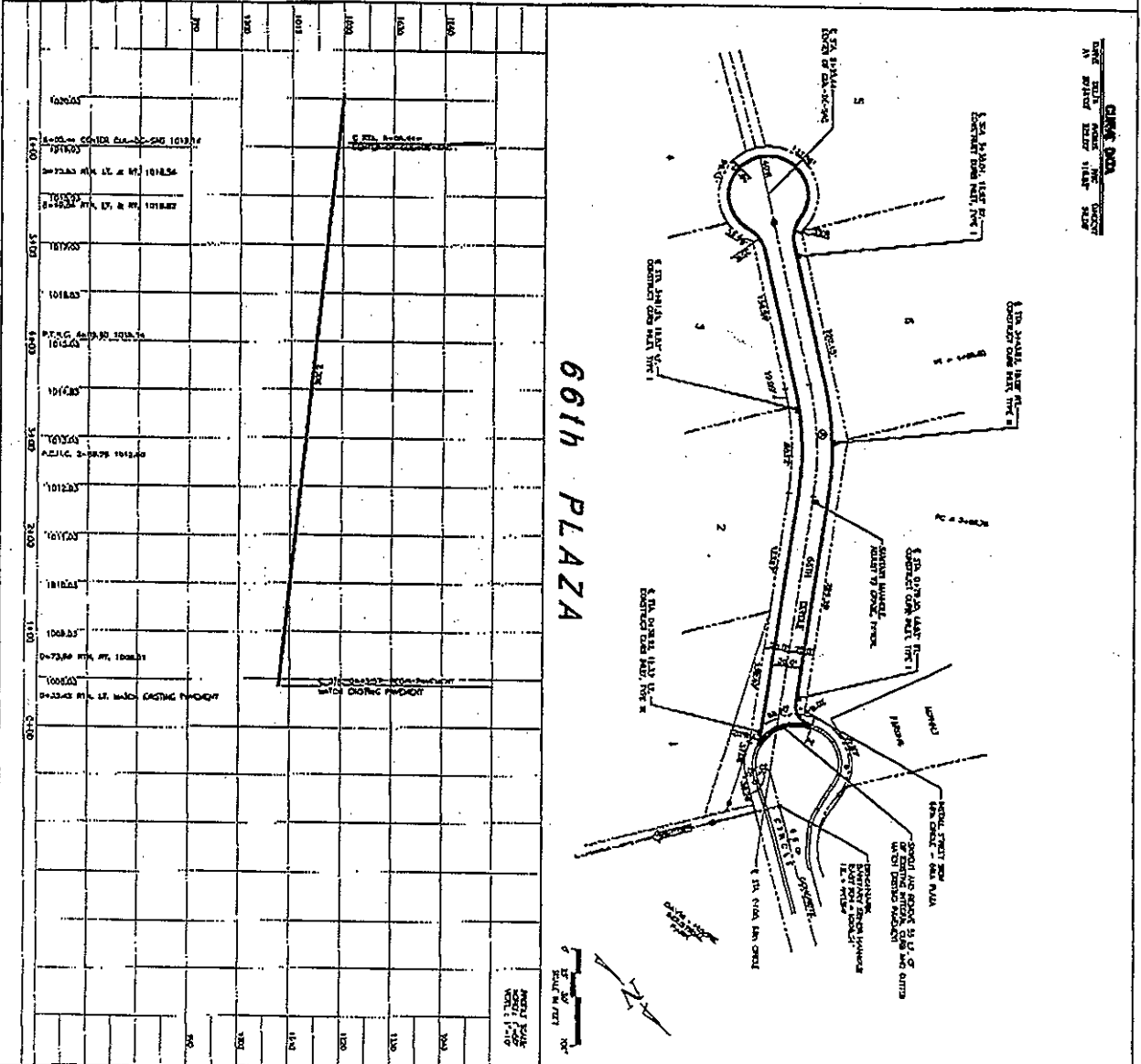
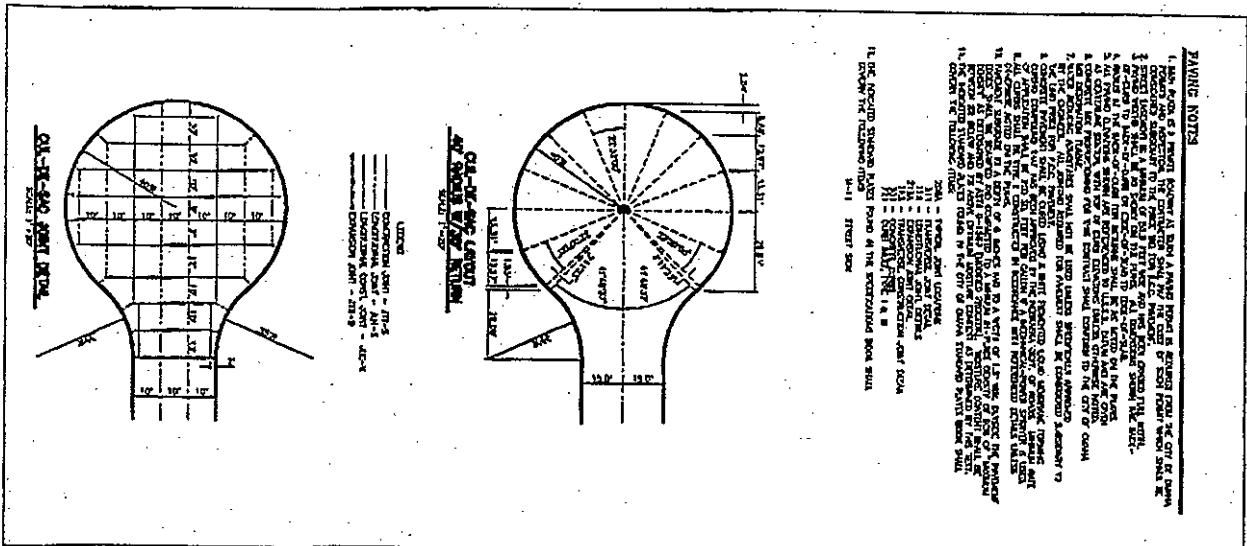
DATE	AS SHOWN
DATE	APRIL 22, 1997
BY	RTM
BY	DAJ
DATE	MAY 14, 1997



THOMPSON, DRESSEN & BORNER, INC.
 Consulting Engineers & Land Surveyors
 15004 62ND HILL ROAD
 OMAHA, NE 68134
 (402) 492-2000

PINK INDUSTRIAL PARK	
STORM SEWER PLAN	Gully Deck
DATE	AS SHOWN
DATE	APRIL 22, 1997
DATE	RTM
DATE	DAJ
DATE	MAY 13, 1997

EXHIBIT "B" PAGE 4



1042-101	SHEET 5 OF 5	2 THOMPSON, DREESSEN & DORNER, INC. Consulting Engineers & Land Surveyors 1000 3RD ST. S.W. SUITE 200 CALDWELL, ID 83618 PHONE 208-488-2000	PINK INDUSTRIAL PARK		AS SHOWN	
			PARKING PLAN	CART PINK	DATE	APR 22, 1997
					BY	RTM
					DATE	
					DATE	MAY 14, 1997

PINK INDUSTRIAL PARK

lots 1 thru 6, inclusive

PS	QUNN	SIZE	COMMON NAME	BOTANICAL NAME
AR	7	5-6"	SCOTCH PINE	PAULS SYRGENIS
AR	6	1/2-2"	MUSKAL AGY	FRAXINUS SPINOSA
SB	35	10-24"	RED SUGAR MAPLE	ACER RED SUNSET
			BRACK NORTON SPREA	SPRENG VAUBERTSI

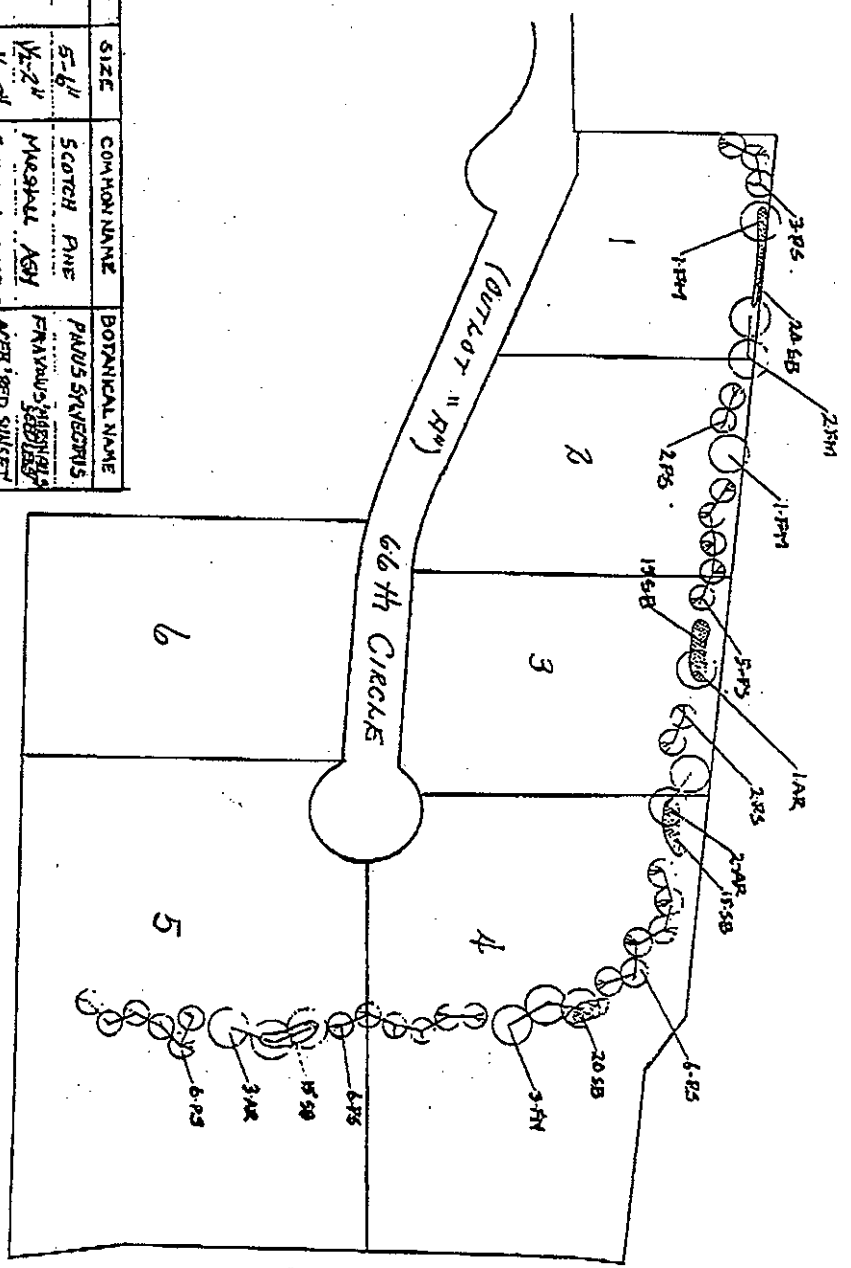


EXHIBIT "C"



LANOHA NURSERIES INC.
 182nd & WEST CENTER ROAD • OMAHA NEBRASKA 68130
 (402) 293-6103 FAX 293-2080

Project: PINK INDUSTRIAL PARK	

PINK INDUSTRIAL PARK

LOTS 1 THRU 6, ILLINOIS

QTY	SIZE	COMMON NAME	BOTANICAL NAME
30	5'-14"	SCOTCH PINE	PINUS SCOTICUS
7	1 1/2"-2"	MESQUITE AGM	FRAXINUS SPINOSA
6	1 1/2"-2"	RED SUBSISTINAE	ACER 'RED SUNSET'
35	18-24"	BANDOL NECTYTHA SYMBLA	SPAREN VILIBURTES

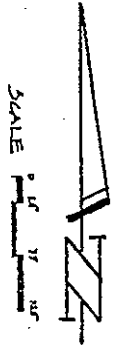
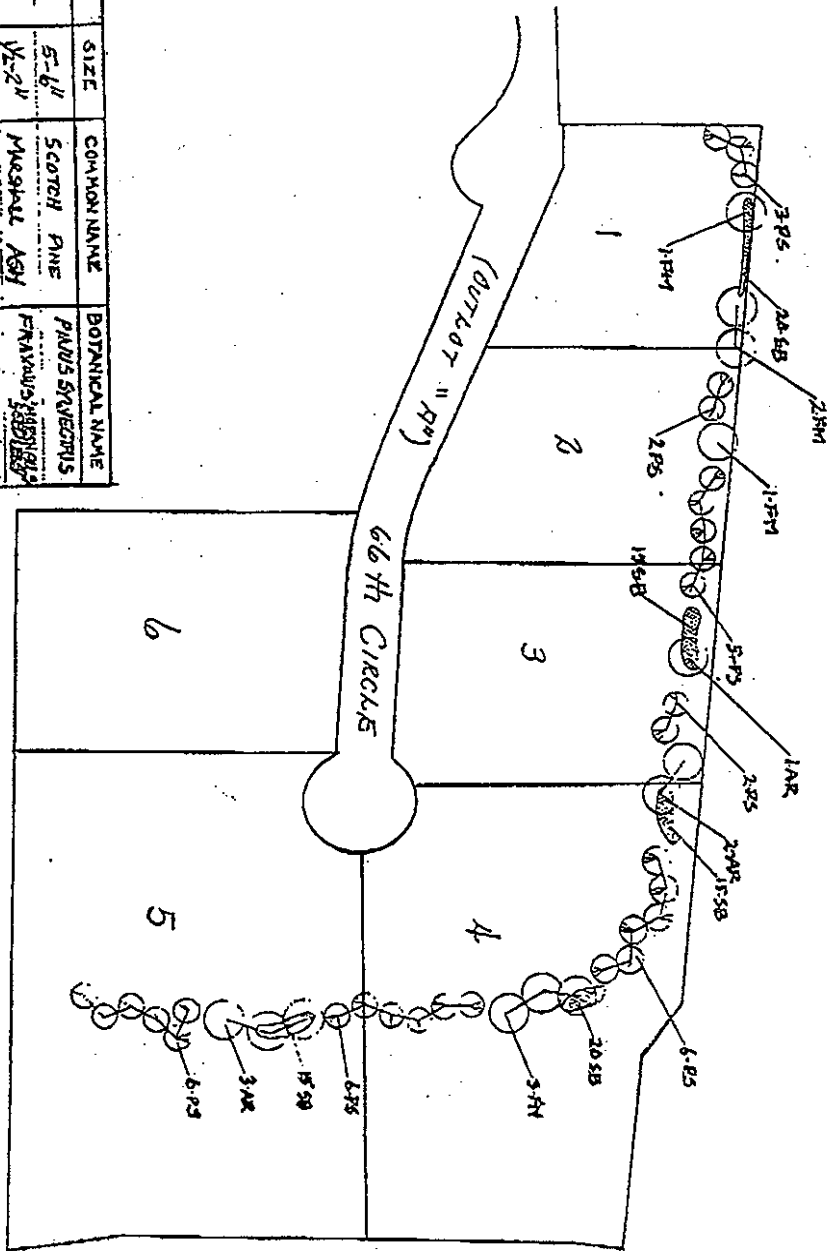


EXHIBIT "C"



LANOHA NURSERIES INC.
 192nd & WEST CENTER ROAD - OMAHA, NEBRASKA 68130
 (402) 226-4103 FAX 226-2060

PINK INDUSTRIAL PARK	