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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/16/2016 10:12:11.25



2016046478

THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

RETURN TO:

Skylar Tuttle

EAD Engineering

3635 S 149th St

Omaha NE 68144

402-905-3218

CHECK NUMBER

Chg

Submit by Email

Print Form

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Walnut Acres, LLC recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called 10225 Wiesman Drive Unit Storage located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of The Storage Company (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Omaha (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, OMA-20150914-3118-P, (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of Omaha or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of Omaha or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.

The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of Omaha or its designee in its sole discretion, the City of Omaha or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of Omaha or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

The City of Omaha or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Omaha expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City of Omaha or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Omaha or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City of Omaha to maintain or repair the facility or facilities, and the City of Omaha shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of Omaha and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall

- be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Omaha to enforce any of its ordinances as authorized by law.
 9. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.


IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this 14 day of September, 20 15.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Walnut Acres, LLC
Name of Individual, Partnership and/or Corporation

Theodore J. Peister
Name


Mangager
Title


Signature

Name of Individual, Partnership and/or Corporation

Name


Title


Signature

Name of Individual, Partnership and/or Corporation

Name


Title


Signature

Name of Individual, Partnership and/or Corporation

Name

Title


Signature

ACKNOWLEDGMENT


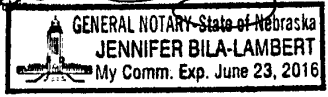
Nebraska)
State

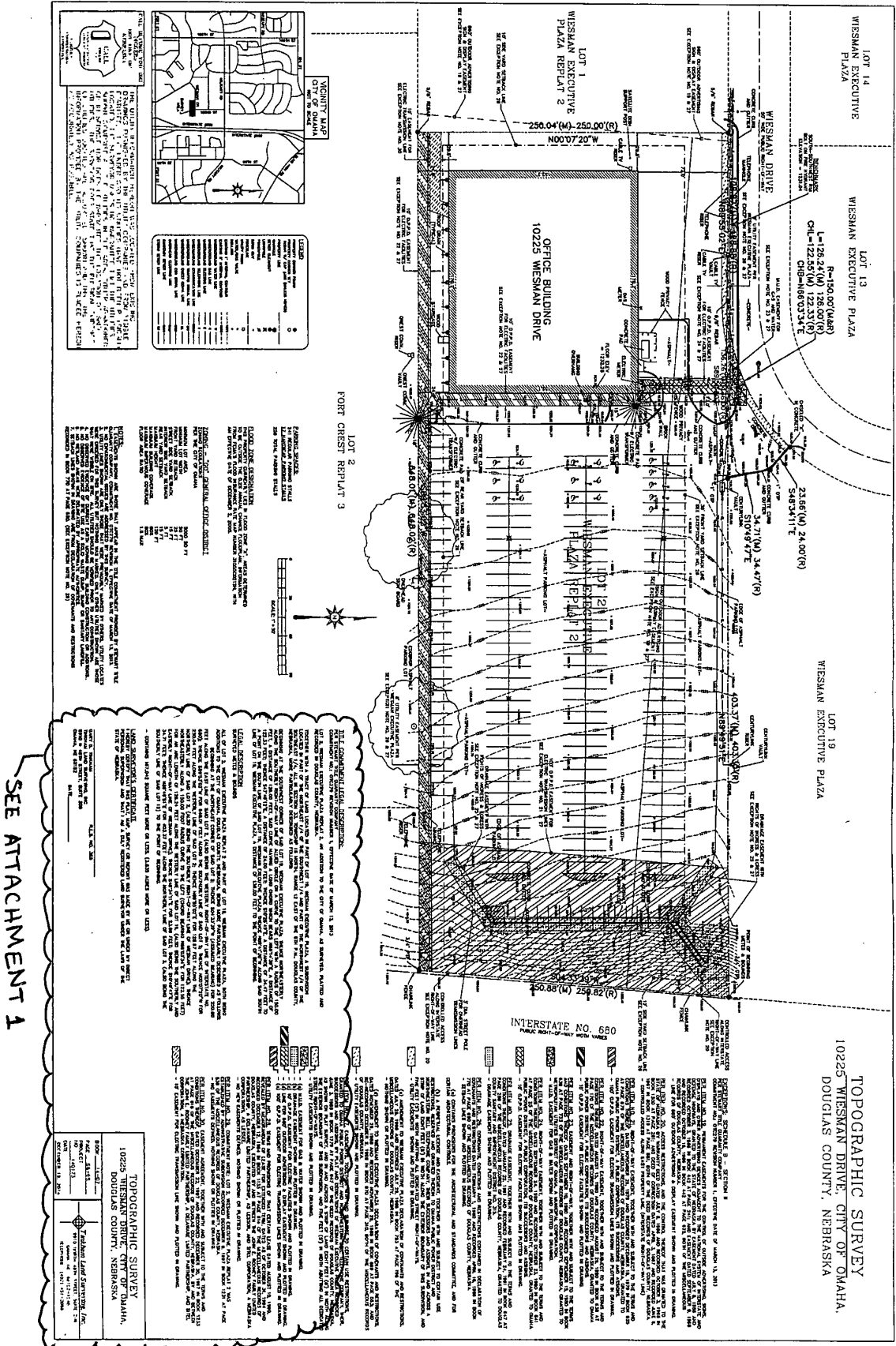
Douglas)
County

On this 14th day of 09, 2015 before me, a Notary Public, in and for said County, personally came the above named: Theodore Pelster

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.


Notary

Notary Seal



SEE ATTACHMENT 1

TOPOGRAPHIC SURVEY
 10225 WESMAN DRIVE, CITY OF OMAHA,
 DOUGLAS COUNTY, NEBRASKA

DATE: 11/15/19
 DRAWN BY: [Name]
 CHECKED BY: [Name]

LEGEND

- 1. BOUNDARY LINE
- 2. EASEMENT
- 3. EASEMENT
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- 50. EASEMENT

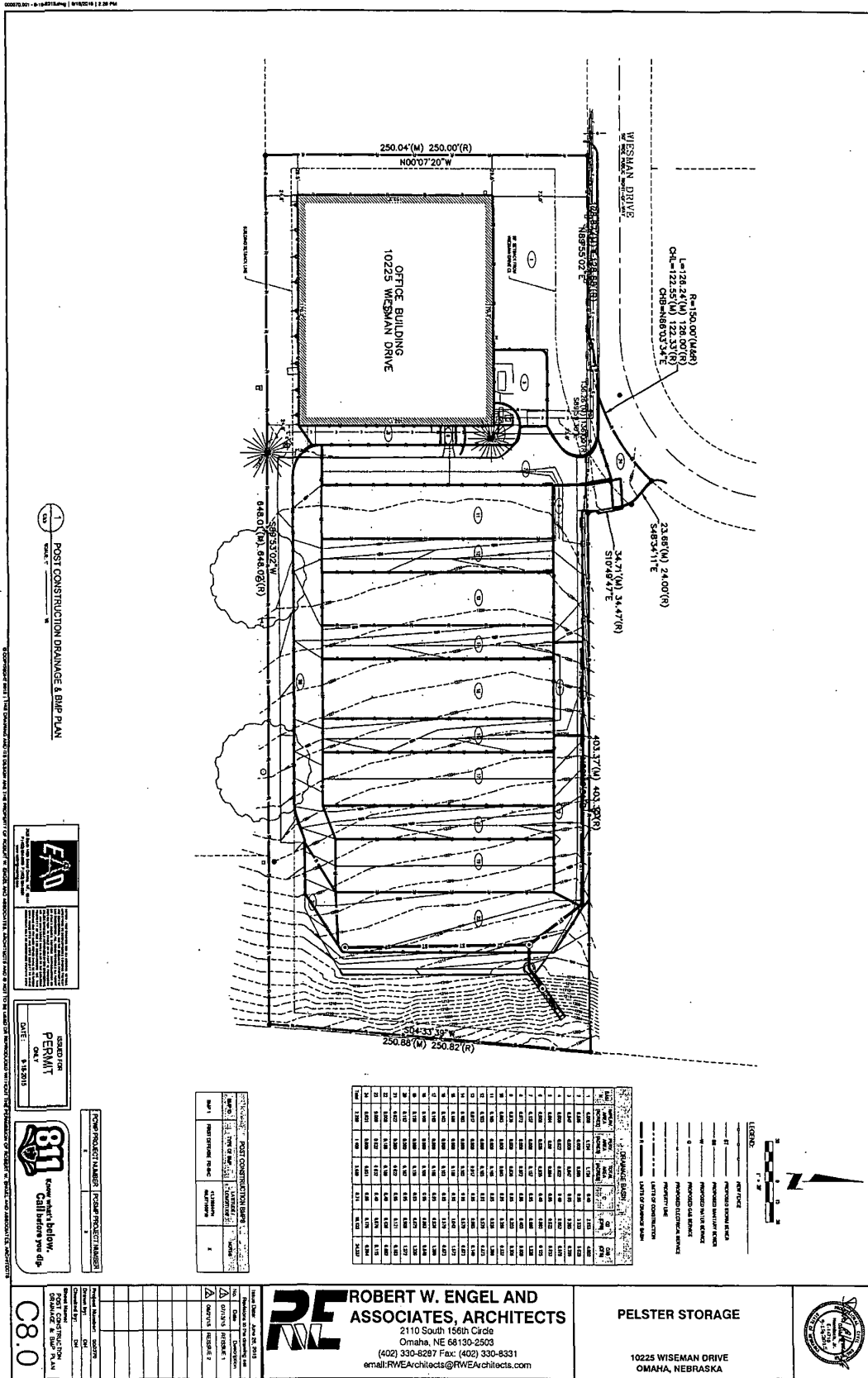
GENERAL NOTES

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1976 AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE DISTANCES WERE MEASURED BY THE METHOD OF ELECTRONIC DISTANCE MEASUREMENT (EDM).
3. THE SURVEY WAS MADE ON THE DATE OF 11/15/19.
4. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE DISTANCES WERE MEASURED BY THE METHOD OF ELECTRONIC DISTANCE MEASUREMENT (EDM).
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LEGAL DESCRIPTION

THE COMMERCIAL, LEGAL DESCRIPTION:

LOT 11, 12, 13, 14, 19, 20, BEING PART OF THE SURVEY OF THE CITY OF OMAHA, AS SHOWN ON PLAT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



POST CONSTRUCTION DRAINAGE & SLOPE PLAN



PERMIT
DATE: 11/20/19



C8.0

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	11/20/19	RE

PROPOSED STORM SEWER	
STATION	ELEVATION
1+00	122.55
1+10	122.55
1+20	122.55
1+30	122.55
1+40	122.55
1+50	122.55
1+60	122.55
1+70	122.55
1+80	122.55
1+90	122.55
2+00	122.55
2+10	122.55
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RE ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
 2110 South 156th Circle
 Omaha, NE 68130-2505
 (402) 330-8287 Fax: (402) 330-8331
 email: RWEEArchitects@RWEEArchitects.com

PELSTER STORAGE
 10225 WISEMAN DRIVE
 OMAHA, NEBRASKA



EXHIBIT B

BMP Maintenance Requirements

Name & Location

Project Name: 10225 Wiesman Drive Unit Storage

Address: 10225 Wiesman Drive, Omaha, NE

PCSMP Project Number: OMA-20150914-3118-P

Site Data

Total Site Area: 3.835

Total Disturbed Area: 2.343

Total Undisturbed Area: 1.492

Impervious Area Pre-Construction (%): 71

Impervious Area Post-Construction (%): 69

BMP Information

BMP ID	TYPE OF BMP	State Plane Coordinates (N/E)	Longitude/Latitude
BMP 1	First Defense FD-6HC		-96.071600/41.310844

Note: Use the same naming convention for the BMPs that are used on the accepted plans and add rows if needed. Use either state plane coordinates or longitude/latitude.

Routine Maintenance and Tasks Schedule

The following tables outline recommended maintenance tasks and suggested frequencies for BMP's.

First Defense FD-6HC	
Task	Schedule
Inspection	The unit should be inspected post-construction and prior to being put into action. Inspect regularly for first year of operation to determine the sediment accumulation rate. In subsequent years, inspections can be based on first year observations or local requirements.
Cleaning	The unit must be cleaned out with a vacor hose at least once per year, as needed and immediately following any spill in the drainage area. Only the first few inches of oils and floatables need to be removed from the water surface, the entire fluid volume does not need to be removed during clean out. Accumulated sediment and debris is removed from the sump floor in the same manner.

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must kept on file with the property owner for a minimum of five years. Annual Maintenance Inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

ATTACHMENT 1
2/18

TITLE COMMITMENT LEGAL DESCRIPTION:

PER STEWART TITLE GUARANTEE COMPANY
COMMITMENT NO. 01C279 REVISION NUMBER 1, EFFECTIVE DATE OF MARCH 13, 2013
LOT 2, WESMAN EXECUTIVE PLAZA REPLAT 2, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND
RECORDED IN DOUGLAS COUNTY, NEBRASKA.

TOGETHER WITH A TRACT OF LAND LOCATED IN PART OF LOT 19, WESMAN EXECUTIVE PLAZA, A SUBDIVISION
LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4, ALL IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY,
NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19, WESMAN EXECUTIVE PLAZA; THENCE NORTHEASTERLY
ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LOT 19, WESMAN EXECUTIVE PLAZA, A DISTANCE OF 150.00
FEET; THENCE S89°30'20"W FOR 648.01 FEET, SAID CURVE HAVING A CHORD BEARING N87°43'E, A DISTANCE OF
123.13 FEET; THENCE S47°09'17"E, A DISTANCE OF 24.00 FEET; THENCE S120°46'27"E, A DISTANCE OF 34.7 FEET TO
A POINT ON THE SOUTHERLY LINE OF SAID LOT 19, WESMAN EXECUTIVE PLAZA; THENCE N80°41'50"W ALONG SAID SOUTH
LINE OF LOT 19, WESMAN EXECUTIVE PLAZA, A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION
SURVEYED METES & BOUNDS**

ALL OF LOT 2, WESMAN EXECUTIVE PLAZA REPLAT 2 AND PART OF LOT 19, WESMAN EXECUTIVE PLAZA, BOTH BEING
ADDITIONS TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S04°33'39"W (ASSUMED BEARING) FOR 250.88
FEET ALONG THE EAST LINE OF SAID LOT 2, (ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO.
880); THENCE S89°30'20"W FOR 648.01 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 2; THENCE N00°07'20"W FOR
250.04 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE N89°55'02"E FOR 128.87 FEET ALONG THE
NORTHERLY LINE OF SAID LOT 2, (ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF WESMAN DRIVE); THENCE
NORTHEASTERLY ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING N86°03'34"E FOR 122.55 FEET)
FOR AN ARC LENGTH OF 126.24 FEET ALONG THE WESTERLY LINE OF SAID LOT 19, (ALSO BEING THE SOUTHERLY AND
EASTERLY RIGHT-OF-WAY LINE OF WESMAN DRIVE); THENCE S48°34'11"E FOR 23.66 FEET, THENCE S104°49'47"E FOR
34.71 FEET, THENCE N89°49'51"E FOR 403.37 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2, (ALSO BEING THE
SOUTHERLY LINE OF SAID LOT 19) TO THE POINT OF BEGINNING.

- CONTAINS 167,042 SQUARE FEET MORE OR LESS, (3.855 ACRES MORE OR LESS).

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT
PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF NEBRASKA.

GARY D. TINKHAM
TINKHAM LAND SURVEYING, INC
9910 N 48TH STREET, SUITE 208
OMAHA, NE 68152

R.L.S. NO. 365

DATE _____

PER ITEM NO. 27. EASEMENTS, TOGETHER WITH AND SUBJECT TO CERTAIN USE RESTRICTIONS,
GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY, THEIR
SUCCESSORS AND ASSIGNS, BY PLAT AND DEDICATIONS OF WESMAN EXECUTIVE PLAZA RECORDED
JUNE 3, 1986 IN BOOK 1779 AT PAGE 647 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA,
AS SHOWN ON PLAT SURVEY, AND IN AND ACROSS A STRIP OF LAND EIGHT FEET (8') IN WIDTH ALONG
THE EXTERIOR BOUNDARY OF THIS SUBDIVISION, AND FIVE FEET (5') IN WIDTH ABUTTING ALL DEDICATED
STRIP EASEMENTS SHOWN AND PLOTTED IN DRAWING.

- (a) M.U.D. EASEMENT FOR GAS & WATER SHOWN AND PLOTTED IN DRAWING.
- (b) DRAINAGE EASEMENT SHOWN AND PLOTTED IN DRAWING.
- (c) 10' O.P.P.D. EASEMENT FOR ELECTRIC FACILITIES SHOWN AND PLOTTED IN DRAWING.
- (d) LINE FOR 660' OUTDOOR ADVERTISING & DISPLAY EASEMENT SHOWN AND PLOTTED IN DRAWING.
- (e) 100' O.P.P.D. EASEMENT FOR ELECTRIC TRANSMISSION LINES SHOWN AND PLOTTED IN DRAWING.

PER ITEM NO. 28. TERMS AND PROVISIONS OF THAT CERTAIN LEASE DATED AUGUST 10, 1990,
REVEALED BY MEMORANDUM OF LEASE FOR EXTENDED TERM, DATED AS OF OCTOBER 31, 1994 AND
RECORDED DECEMBER 12, 1994 IN BOOK T135 AT PAGE 614 OF THE MISCELLANEOUS RECORDS OF
DOUGLAS COUNTY, NEBRASKA, EXECUTED BY AND BETWEEN THE JOHN E. ROONEY FAMILY LIMITED
PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AS LESSOR, AND STEL CORPORATION, A NEBRASKA
CORPORATION, AS LESSEE, IS HEREBY REVEALED AND PLOTTED IN DRAWING.

PER ITEM NO. 29. COMMENT NOTE: LOT 2, WESMAN EXECUTIVE PLAZA REPLAT 2 WAS
ESTABLISHED BY ADMINISTRATIVE SUBDIVISION RECORDED DECEMBER 8, 1997 IN BOOK 1231 AT PAGE
536 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA.
- NO EASEMENTS DEFINED. NOTHING SHOWN OR PLOTTED IN DRAWING.

PER ITEM NO. 30. EASEMENT AGREEMENT, TOGETHER WITH AND SUBJECT TO THE TERMS AND
CONDITIONS THEREOF, DATED DECEMBER 22, 1997 AND RECORDED DECEMBER 30, 1997 IN BOOK 1233
OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA, BETWEEN THE JOHN E. ROONEY
FAMILY LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AND STEL
CORPORATION, A NEBRASKA CORPORATION.
- 10' EASEMENT FOR ELECTRIC TRANSMISSION LINE SHOWN AND PLOTTED IN DRAWING.



TOPOGRAPHIC SURVEY
10225 WIESMAN DRIVE, CITY OF OMAHA,
DOUGLAS COUNTY, NEBRASKA

BOOK 14-07	
PAGE 66-68	Tinkham Land Surveying, Inc. 9910 NORTH 48TH STREET, SUITE 208 OMAHA, NE 68152-1548 TELEPHONE (402) 451-2088
PROJECT NO. 140173	DATE
DATE DECEMBER 19, 2014	DATE