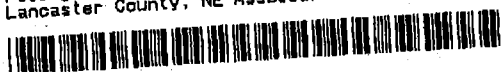


- Easements granted by Final Plat of Grand Terrace 3rd Addition recorded September 24, 2013 at Instrument No. 2013-050085 of the Records of Lancaster County, NE, in favor of City of Lincoln, Nebraska, Windstream Nebraska Inc., Time Warner Entertainment-Advance/Newhouse, Black Hills Energy, Lincoln Electric System (or Norris Public Power), for installation and maintenance of utility facilities over, upon, or under as shown on said Plat; including along 5 feet of the rear/west and side/south of subject property.
- Subdivision Agreement recorded September 24, 2013 at Instrument No. 2013-050086 of the Records of Lancaster County, NE; includes certain developmental restrictions as contained therein.
- Terms and provisions of the covenants, conditions and restrictions set forth in the Protective Covenants/Grand Terrace HOA (Grand Terrace 3rd Addition) dated November 19, 2013 and recorded November 20, 2013 at Instrument No. 2013-059308 of the Records of Lancaster County, NE. Provisions for membership in a homeowners association and for dues and assessments, if any, as set forth therein.

Inst # 2013050086 Tue Sep 24 10:58:47 CDT 2013
Filing Fee \$40 00
Lancaster County, NE Assessor/Register of Deeds Office
cpomml SUAGRT
Pages 6



AGREEMENT

THIS AGREEMENT is made and entered into by and between **Starostka-Lewis, LLC**, a Nebraska limited liability company, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **GRAND TERRACE 3RD ADDITION**; and

WHEREAS, the Planning Director's letter regarding corrections needed for the City to complete the review and approval of said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **GRAND TERRACE 3RD ADDITION**, it is agreed by and between Subdivider and City as follows:

- 1 The Subdivider agrees to complete the street paving of public streets and temporary turnarounds and barricades located at the temporary dead-end of the streets shown on the final plat within two years following the approval of this final plat
- 2 The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.
- 3 The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.

4. The Subdivider agrees to complete the enclosed public drainage facilities shown on the approved drainage study to serve this plat within two years following the approval of this final plat.

5. The Subdivider agrees to complete the installation of public street lights within two years following the approval of this final plat.

6. The Subdivider agrees to complete land preparation including storm water detention/retention facilities and open drainageway improvements to serve this plat along with the overall site grading of the subdivision to limit the peak flow of stormwater discharge from the subdivision prior to the installation of the required water distribution, wastewater collection and street system minimum improvements. The surety to guarantee the construction of the detention/retention facilities shall be released upon termination of the Construction Stormwater Permit issued by the Lower Platte South Natural Resources District and acceptance of the completed work by the Director of Public Works and Utilities Department.

7. The Subdivider agrees to complete the installation of public street lights within this plat within two years following the approval of this final plat

8. The Subdivider agrees to complete the planting of the street trees within this plat within six years following the approval of this final plat.

9. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

10. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat

11. The Subdivider agrees to not object to the creation of an assessment district that includes the installation of a sidewalk adjacent to Outlot C

12. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which has not been waived, but which inadvertently may have been omitted from the above list of required improvements.

13 The Subdivider agrees, in consideration of the City granting permission to plat this Addition prior to the required improvements having been installed and approved, to waive and not assert any and all defenses based upon time constraints that may exist because of any future expiration of any applicable statute of limitations in the event the required improvements are not timely installed as required by the Subdivision Agreement and/or the Land Subdivision Ordinance (Title 26 of the Lincoln Municipal Code)

14. The Subdivider agrees to submit to the Director of Public Works and Utilities a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.

15 The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

16. The Subdivider agrees to complete the public improvements shown on the Community Unit Plan.

17. The Subdivider agrees to keep taxes and special assessments on the outlots from becoming delinquent.

18. The Subdivider agrees to maintain the outlots on a permanent and continuous basis.

19 The Subdivider agrees to maintain the private improvements in good order and state of repair, including the routine and reasonable preventive maintenance of the private improvements on a permanent and continuous basis

20. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in good order and condition and state of repair including the routine and preventable maintenance of the private facilities, on a permanent and continuous basis.

21. The Subdivider agrees to recognize that there may be additional maintenance issues or costs associated with providing for the proper function of storm water detention/retention facilities as they were designed and constructed within the development and that these are the responsibility of the owner

22. The Subdivider agrees to retain ownership of and the right of entry to the outlots in order to perform the above-described maintenance of the outlots and private improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of such maintenance obligations upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance subject to the following conditions:

- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance with approved plans, and
- (b) The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

23. The Subdivider agrees to pay all design, engineering, labor, material, inspection and other improvement costs.

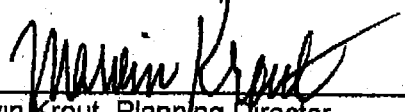
Dated this 3rd day of September, 2013.

Starostka-Lewis, LLC,
a Nebraska limited liability company,



Mark Lewis, Member.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



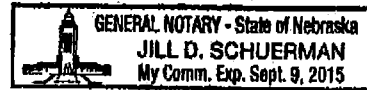
Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3rd day of September, 2013, by Mark Lewis, Member of Starostka-Lewis, LLC, a Nebraska limited liability company.



Notary Public

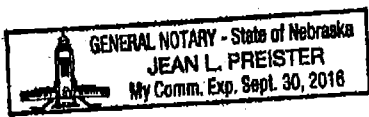


STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of September, 2013, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation



Notary Public



Grand Terrace 3rd Addition

Block 1

Lot 1

Block 2

Lots 1-7

Block 3

Lots 1-21

Block 4

Lots 1-6

Block 5

Lots 1-15

Outlot 'A'

Outlot 'B'

Outlot 'C'

Outlot 'D'

GRTE 3

Inst # 2013059308 Wed Nov 20 15:23:02 CST 2013
Filing Fee \$58.00
Lancaster County NE Assessor/Register of Deeds opodal Office PROCOV
Pages 9



PROTECTIVE COVENANTS
Grand Terrace HOA
(Grand Terrace 3rd Addition)

The undersigned ("Owner" or "Developer") is the titleholder of record and/or successor to the developer and prior owner of the following described real estate:

GRTES

Lot 1, Block 1, Lots 1-7, Block 2; Lots 1-21, Block 3; Lots 1-6, Block 4, and Lots 1-15, Block 5, Grand Terrace 3rd Addition, Lincoln, Lancaster County, Nebraska, collectively referred to as "3rd Addition Properties".

Existing Covenants

Protective Covenants have been established, which were recorded on March 6, 2009, as Instrument No. 2009-011506 covering Grand Terrace Addition and on July 16, 2012, as Instrument No. 2012-033622 and are collectively referred to as the "Covenants".

Charge

Addition of Properties

Pursuant to paragraph 27 of the Covenants, Owner is exercising its right to add additional real estate to the Properties, as described in the Covenants. The 3rd Addition Properties are hereby added to the Properties and are made subject to the Covenants

Addition of Commons

Pursuant to paragraph 27 of the Covenants, Owner is exercising its right to add additional real estate to the Commons, as described in the Covenants. The 3rd Addition Commons are hereby added as Commons and are made subject to the Covenants.

Charter Title

Purpose of Restatement

The following Protective Covenants are intended to simply restate the existing Covenants which have been recorded against the Properties and make the 3rd Addition Properties subject to the terms, conditions and requirements of the Covenants.

Association

The Grand Terrace HOA ("Corporation") has been incorporated in Nebraska for the purposes of enforcing the Protective Covenants established upon the Properties, administering and maintaining the Commons, and providing services to its members

The following restates the Protective Covenants established upon the Properties and Commons.

1. USE: No lot within the Properties shall be used other than for residential purposes.

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within twelve months after the commencement of construction.

3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. One small satellite dish shall be permitted subject to the requirements of paragraph 6.d.

4. APPROVAL OF PLANS: Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any dwelling structure to be placed or constructed upon any lot within the Properties shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the lot. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Owner under this paragraph, except as to lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Corporation at any time.

5. GENERAL STANDARDS FOR DWELLING STRUCTURES. The following general standards of development shall guide the Owner in the review of any plans for dwelling structures submitted for approval within the First Addition Properties. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Properties:

a. Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be as follows:

- | | | |
|------|---------------------------|--------------|
| i. | Single Story Ranch Style: | 1450 sq. ft. |
| ii. | Two Story | 1800 sq. ft. |
| iii. | One and One-Half Story | 1600 sq. ft. |

- b. **Setbacks:** The minimum setbacks of dwellings from the lot lines are established as follows:
 - i. **Interior Lots:** 25 feet from front lot line, 5 feet side lot line
 - ii. **Corner Lots:** 25 feet from front line and 20' from the side street side and 5 feet from any side lot line.

Front line for corner lots to be determined by Owner. Owner shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

- c. **Exterior Finish:**
 - i. **Approval:** All exterior finish materials and colors, except for earth tones, shall be approved by the Owner
 - ii. **Roofing Materials:** Architectural shingles only.
 - iii. **Brick.** A minimum of 30% brick is required on the exterior front of each dwelling.
- d. **Attached Garage.** All dwellings shall have at least a full size, two stall attached garage.
- e. **Solar Panels:** Any active solar panels shall be flush with the roof or side wall of a dwelling and shall not be located in any required yard or upon any accessory structure without the written approval from Owner.

6. **GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS.** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling. Written approval for other improvements and structures is not required but shall comply with these standards. The Owner, Corporation and members of the Corporation shall have the right to enforce these standards.

- a. **Fencing.** Fencing shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be used for construction of a fence within the Properties.
- b. **Accessory Structures** Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar materials and design with the dwelling. These structures shall not exceed 120 square feet, be more than 10 feet in height, and shall not be located in the front or side yard setback or within 5 feet of any lot line.

- c. Dog Kennels Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- d. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- e. Landscaping: All front, side and rear yard areas shall be seeded or sodded within six months after completion of any dwelling constructed within the Properties.

7. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of the dwelling as required by the City of Lincoln, Nebraska.

8. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.

9. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

10. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties larger than 24 inches by 36 inches. However, Owner may erect signs of any size advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

11. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within the Properties for any commercial purpose.

12. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles that are in operating condition may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

13. CONSTRUCTION VEHICLES AND REFUSE SERVICE: Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Owner shall also have the exclusive right to designate a single provider of refuse service within the Properties.

14. HOMEOWNERS ASSOCIATION: Every person or entity who owns a lot within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member

15. MANAGING AGENT. The Owner or the Corporation may contract for the performance of any of the Corporation's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or Corporation. The fee charged by the Managing Agent shall be a common expense of the members.

16. MEMBERSHIP The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Owner and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five votes for each lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

17. CONVEYANCE OF COMMONS: Owner shall convey any Commons to the Corporation, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the conversion of Class B membership to Class A membership.

18. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Corporation and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership

19. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation shall be subject to:

- a. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.

- b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of an abutting member of the Corporation to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Corporation.
- e. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- f. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity.

20. MAINTENANCE OF LANDSCAPE SCREENS: Each member of the Corporation who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen

21. GENERAL MAINTENANCE OBLIGATIONS: Each member of the Corporation shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Properties. Each member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their lot.

22. FAILURE TO MAINTAIN: In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner or Corporation after 7 days notice to the member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a 10% administrative fee shall be the personal obligation of the member who is or was the owner of the lot failing to perform their maintenance obligations. shall bear interest at the rate of 14% per annum and shall be a lien upon the lot assessed.

23. CORPORATION RESPONSIBILITIES: The Corporation, after any assignment of this right from Owner, shall provide such services to its members as they may determine. These services and responsibilities of the Corporation shall include, but are not limited to, the following:

Maintenance of Commons. The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, which Covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons.

24. **LIEN OF DUES AND ASSESSMENTS:** The lien of any dues, refuse service charges, or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

25. **ANNUAL ASSESSMENTS AND LIENS:** Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

The members shall pay annual dues and special assessments to the Corporation or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur by issuance of a building permit for any dwelling. The amount of annual dues shall be based upon an estimate of the Corporation's costs for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Corporation and the members shall pay any excess charge to the Corporation within thirty (30) days of the statement.

- a. **Budgets.** The Corporation or Managing Agent may prepare, and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Corporation currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Corporation in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.
- b. **Additional Charges:** In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues, refuse service charges or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation, refuse service provider or Managing Agent may incur or levy in the process of collecting from each member monies

due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

- i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
 - ii. Late Charges: A late charge in an amount to be fixed by the Corporation to compensate the Corporation for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.
 - iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
 - iv. Filing Fees: Costs of filing notice of lien in the Office of the Register of Deeds;
 - v. Interest: Interest on all dues and assessments at the rate of 14% per annum, beginning thirty (30) days after the assessment becomes due; and
 - vi. Other: Any other costs that the Corporation may incur in the process of collecting delinquent dues and assessments.
- c. Lien. The dues and assessments shall be the personal obligation of the member who is the owner of the lot assessed at the time of the assessment and when shown of record shall be a lien upon the lot assessed.
- d. Fines. The Corporation may create a schedule of fines for violation of Corporation rules and regulations which fine shall be treated and billed as a special assessment to the offending member's lot.

26. PRORATED DUES AND ASSESSMENTS: Upon the initial occupancy of a dwelling on a lot within the Properties, the titleholder of the lot shall pay to the Corporation the prorated amount of the annual dues or assessments, prorated from the date of occupancy to the end of the calendar year.

27. ADDITIONS The Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the members of the Corporation. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants;

provided the general standards set forth in paragraphs 5 and 6 may be reduced, increased or otherwise modified within any such addition.

28. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

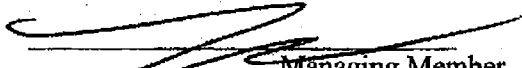
29. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Corporation, designated refuse service provider, or Owner, may be to enforce any lien or obligation created hereby.

30. SEVERABILITY The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated. November 19, 2013.


"Owner/Developer"
Starostka-Lewis, LLC,
a Nebraska limited liability company

By:


_____, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of November, 2013, by Mark Lewis, Managing Member of Starostka-Lewis, LLC, a Nebraska limited liability company, on behalf of the company.



Notary Public



GRAND TERRACE 3RD ADDITION

FINAL PLAT
 BASED ON SPECIAL PERMIT #06001B

CAT#3 #5016

2013 SEP 24 10:56:47 AM
 LINCOLN COUNTY REGISTER/Recorder of Deeds OFFICE
 PLAT #

SURVEYOR'S CERTIFICATE.

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBDIVISION TO BE KNOWN AS "GRAND TERRACE 3RD ADDITION," A SUBDIVISION OF "OUTLOT 'B'," GRAND TERRACE 1ST ADDITION, LOCATED IN THE SOUTH ONE-HALF SECTION 16, TOWNSHIP 20 NORTH, RANGE 10 WEST, COUNTY OF LINCOLN, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 'B,' GRAND TERRACE 1ST ADDITION; THENCE NORTH ON THE WEST LINE OF SAID OUTLOT 'B,' AND ON AN ASSUMED BEARING OF N 0° 00' 00" E, FOR A DISTANCE OF 130.12 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'B,' FOR A DISTANCE OF 8.38 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'B,' AND THE SOUTHWEST CORNER OF LOT 2, PORTSICHE HEIGHTS 4TH ADDITION; THENCE S 89° 50' 14" E ON THE NORTH LINE OF SAID OUTLOT 'B,' AND ON THE SOUTH LINE OF SAID LOT 1 PORTSICHE HEIGHTS 4TH ADDITION TO THE NORTHWEST CORNER OF SAID OUTLOT 'B,' GRAND TERRACE 1ST ADDITION; THENCE S 00° 10' 23" W ON THE WEST LINE OF SAID OUTLOT 'B,' FOR A DISTANCE OF 8.48 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'B,'

THENCE S 89° 49' 57" E ON THE SOUTH LINE OF SAID OUTLOT 'B,' FOR A DISTANCE OF 208.70 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'B,'

THENCE S 00° 13' 22" W ON THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 120.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, AND ON THE NORTH RIGHT WAY LINE OF HANDBALUY DRIVE,

THENCE N 89° 49' 58" W ON THE NORTH RIGHT OF WAY LINE OF SAID HANDBALUY DRIVE,

THENCE S 00° 13' 22" W, FOR A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID HANDBALUY DRIVE,

THENCE S 89° 49' 58" E ON THE SOUTH RIGHT OF WAY LINE OF SAID HANDBALUY DRIVE, FOR A DISTANCE OF 57.82 FEET TO THE NORTHWEST CORNER OF LOT 13, BLOCK 2, GRAND TERRACE 1ST ADDITION;

THENCE N 00° 00' 00" E ON THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 157.10 FEET TO THE WEST LINE OF GRAND TERRACE ADDITION, FOR A DISTANCE OF 65.88 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, GRAND TERRACE ADDITION, AND ON THE NORTH RIGHT OF WAY LINE OF RENATA DRIVE,

THENCE N 89° 49' 58" W ON THE NORTH LINE OF SAID RENATA DRIVE FOR A DISTANCE OF 15.38 FEET;

THENCE S 00° 13' 22" W ON THE WEST LINE OF SAID LOT 1, BLOCK 2, GRAND TERRACE ADDITION EXTENDED NORTH FOR A DISTANCE OF 15.38 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 4, GRAND TERRACE ADDITION AND ON THE NORTH LINE OF AMBER HILL ESTATES 1ST ADDITION,

THENCE N 89° 49' 58" W ON THE NORTH LINE OF SAID AMBER HILL ESTATES 1ST ADDITION AND ON THE NORTH RIGHT OF WAY LINE OF BOONE TRAIL, AND ON THE SOUTH LINE OF SAID OUTLOT 'B' FOR A DISTANCE OF 65.38 FEET TO A POINT OF CURVATURE WESTERLY ON THE SAID NORTH RIGHT OF WAY LINE OF BOONE TRAIL, AND ON THE SOUTH LINE OF SAID OUTLOT 'B,' AND ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.27 FEET, A DELTA ANGLE OF 14° 44' 08", AND WHOSE LONG CHORD BEARS N 87° 24' 59" W, FOR A CHORD DISTANCE OF 218.07 FEET;

THENCE N 75° 32' 25" W ON THE NORTH RIGHT OF WAY LINE OF BOONE TRAIL, AND ON THE SOUTH LINE OF SAID OUTLOT 'B,' FOR A DISTANCE OF 15.38 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 2, GRAND TERRACE ADDITION, CONTAINING A CALCULATED AREA OF 11.62854 SQUARE FEET OR 28.24 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS.

Temporary markers have been placed at block corners within the subdivision and at points of tangency along the periphery of each block, and the subdivider will post a survey to ensure the placing of permanent markers at each lot and block corner and the subdivider agrees that the placing of permanent markers will be completed prior to the construction or conveyance of any lot shown on the final plat.

All dimensions are chord measurements unless shown otherwise, and are in feet or decimals of a foot.

Signed this 17th day of JUNE, 2013

Richard Kingman
 Richard Kingman #6955
 Allied Surveying & Mapping, Inc.
 8535 Executive Woods Drive, Suite 200
 Lincoln, NE 68512
 Ph. (402)434-2686

PLANNING DIRECTOR'S APPROVAL

The Planning Director, pursuant to Section 26-11.060 of the LMC, hereby approves this Final Plat.

Steph... ..
 Planning Director

September 24, 2013
 Date

DEDICATION

The foregoing plat known as "Grand Terrace 3rd Addition", and as described in the Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned, sole owners, and the easements shown thereon are hereby granted in perpetuity to the City of Lincoln, Nebraska a municipal corporation (Lincoln County), Windstream Nebraska Inc., Time Warner Entertainment-Advanced/Newhouse, Black Hills Energy, Lincoln Electric System (or North Public Power), their successors and assigns, to allow entry for the purposes of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon or under the easements as shown on the foregoing plat.

The construction or location of any building or structure, excluding fences, over, upon or under an easement shown thereon shall be prohibited.

The construction or location of any fence or other improvement which obstructs drainage shall be prohibited over, upon, or under any storm drain easement or drainage easement shown thereon.

The City of Lincoln, Nebraska, its successors or assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon or under any easement shown thereon.

The streets shown thereon are hereby dedicated to the Public.

WITNESS OUR HANDS THIS 17th day of JUNE, 2013.

Mark Lewis
 Mark Lewis-Member
 Starosta-Lewis, LLC, a Nebraska Limited liability company

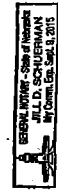
ACKNOWLEDGMENT

STATE OF NEBRASKA)
 LANCASTER COUNTY) SS

On this 17th day of JUNE, 2013, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Mark Lewis, Member Starosta-Lewis, LLC, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat; and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

David D. Schuman
 NOTARY PUBLIC

My commission expires the 9th day of September, 2015.



SHEET INDEX

1	VERBIAGE PAGE
2	VERBIAGE PAGE - LIEN HOLDER
3	OVERALL SITE PLAN
4	DRAWING PAGE
5	DRAWING PAGE

GRAND TERRACE 3RD ADDITION FINAL PLAT BASED ON SPECIAL PERMIT #06001B

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned, holder of that certain lien against real property described in the plat known as "Grand Terrace 3rd Addition", said lien being recorded in the Office of Register of Deeds of Lancaster County, Nebraska, as Instrument Numbers 2012014335, does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets, or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Five Points Bank
Trustee and Beneficiary

By: Tom Kelly
Name
Title Market President

ACKNOWLEDGMENT

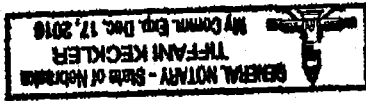
STATE OF Nebraska)
Douglas COUNTY) SS

The foregoing instrument was acknowledged before me this 3rd day of

July 2013, by Tom Kelly

Name Market President on behalf of said Five Points Bank
Company

The Notary Public
John Kackler
My commission expires the _____ day of _____, 20____

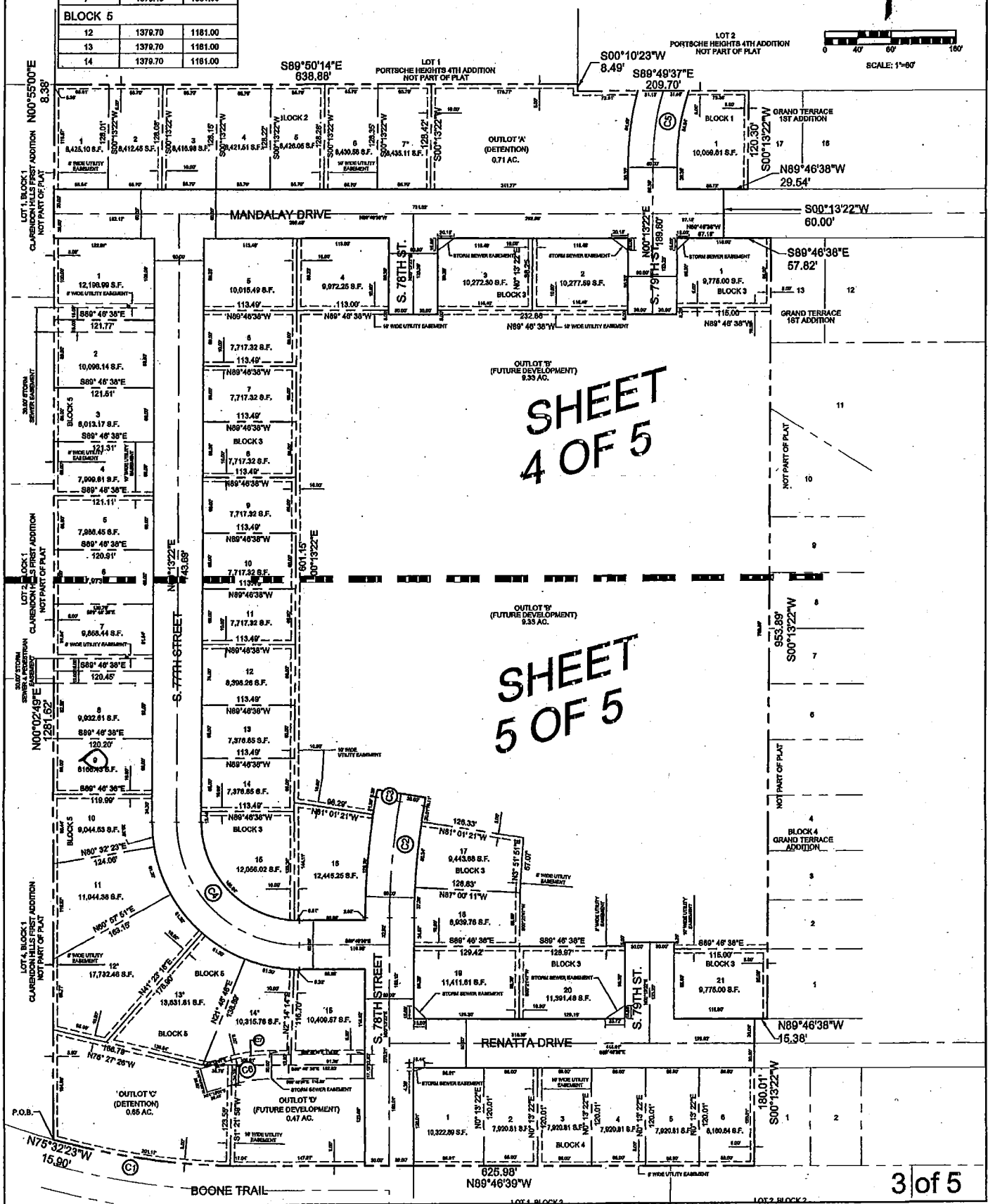
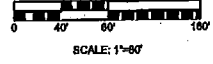


GRAND TERRACE 3RD ADDITION

FINAL PLAT
 BASED ON SPECIAL PERMIT #06001B

*MINIMUM OPENING ELEVATIONS

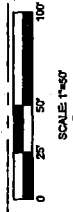
*	MAX. 100 YR FLOOD ELEV.	MIN. OPENING ELEV.
BLOCK 2		
7	1378.46	1361.00
BLOCK 5		
12	1378.70	1181.00
13	1378.70	1181.00
14	1378.70	1181.00



SHEET
4 OF 5

SHEET
5 OF 5

963.89
S00°13'22"W



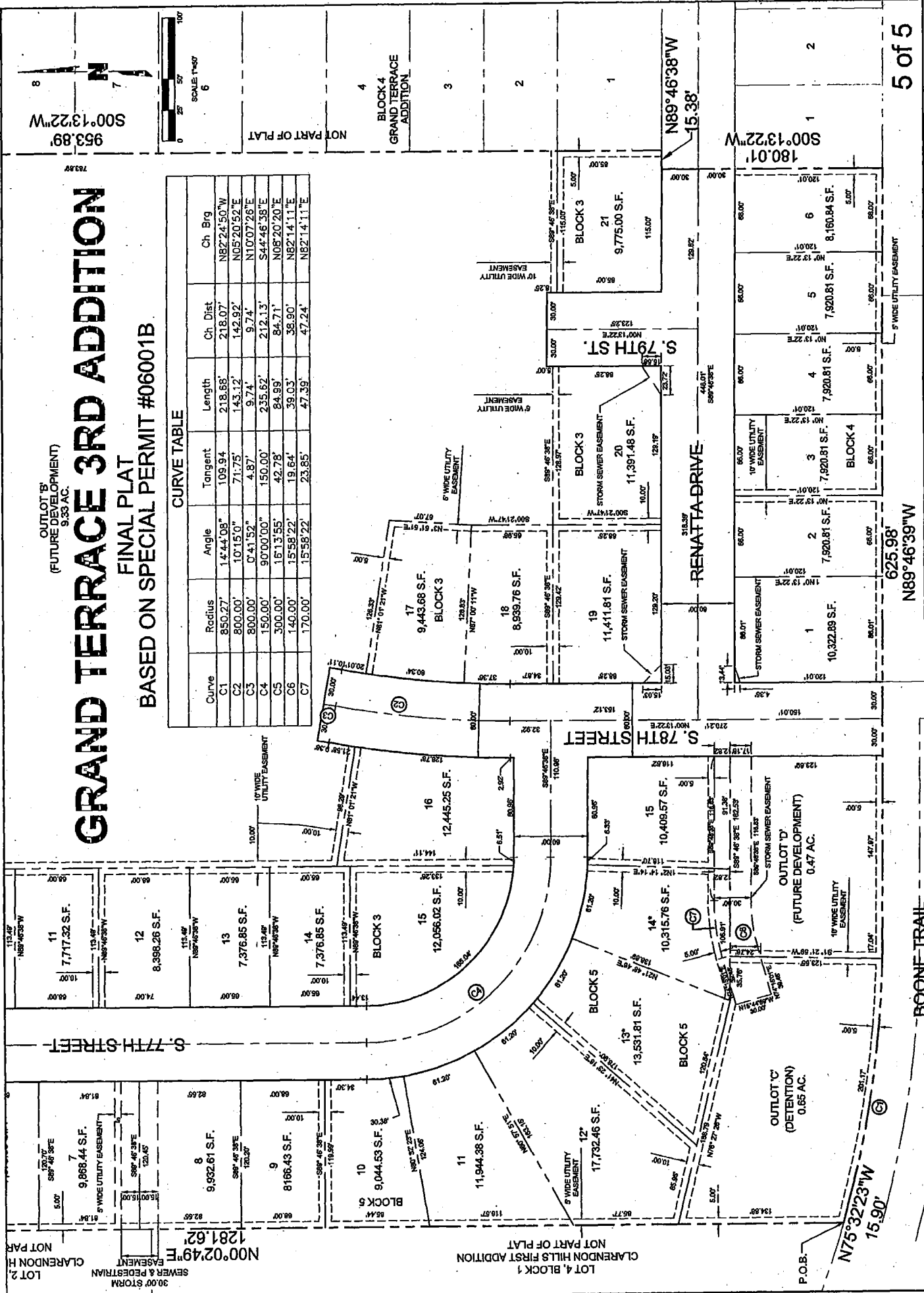
GRAND TERRACE 3RD ADDITION

OUTLOT 'B'
(FUTURE DEVELOPMENT)
9.33 AC.

FINAL PLAT
BASED ON SPECIAL PERMIT #06001B

CURVE TABLE

Curve	Radius	Angle	Tangent	Length	Ch. Dist.	Ch. Brg.
C1	850.27'	14°44'08"	109.94'	218.68'	218.07'	N82°24'50"W
C2	800.00'	10°15'0"	71.75'	143.12'	142.92'	N05°20'52"E
C3	800.00'	0°41'52"	4.87'	9.74'	9.74'	N10°07'26"E
C4	150.00'	90°00'00"	150.00'	235.62'	212.13'	S44°46'58"E
C5	300.00'	15°13'55"	42.78'	84.99'	84.71'	N08°20'20"E
C6	140.00'	15°58'22"	19.64'	39.03'	38.90'	N82°14'11"E
C7	170.00'	15°58'22"	23.85'	47.39'	47.24'	N82°14'11"E



LOT 2, CLARENDON HILLS FIRST ADDITION
SEWER & PEDESTRIAN EASEMENT
30.00' STORM SEWER EASEMENT
N00°02'49"E
1281.62'

LOT 4, BLOCK 1 CLARENDON HILLS FIRST ADDITION
NOT PART OF PLAT

N75°32'23"W
15.90'

BOONE TRAIL

N89°46'39"W
625.98'

N89°46'38"W
15.38'

S00°13'22"W
180.01'