FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-14019
2007 MAY 14 P 3:41 SR

REGISTER OF DEEDS

COUNTER a C.E. a
VERIFY CA P.E.
PROOF D.F.
FEES $ 33.00
CHECK #
CHG 33.00 EAC6 CASH
REFUND CREDIT
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THIS PAGE ADDED FOR RECORDING INFORMATION.

DOCUMENT STARTS ON NEXT PAGE.

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

A

SIXTH AMENDMENT TO SUBDIVISION AGREEMENT
(Southport East Subdivision)
(Replat of Lot 3, Southport East Replat Two into Lots 1 through 10, inclusive, Southport East Replat Six)

THIS SIXTH AMENDMENT, made this 16th day of January, 2007, to that certain Commercial Subdivision Agreement dated April 19, 2001 and original plat thereto, which among other lots, includes Lot 3, Southport East Replat Two, which said Lot 3 is to be Replatted herewith as Lots 1 through 10, inclusive, Southport East Replat Six of this Subdivision.

WITNESSETH:

WHEREAS, the City of La Vista ("City") and R.S. Land, Inc., a Nebraska corporation, and Southpointe Partners I, LLC (herein collectively referred to as the "Initial Subdivider") entered into a Commercial Subdivision Agreement with the City dated April 19, 2001 (herein the "Subdivision Agreement" or the "Agreement"), setting forth certain agreements, Commercial Building Design and Criteria, and other terms, conditions and covenants running with the land in respect to the development of land within the Subdivision, all of which continue to apply to the area to be Replatted; and

WHEREAS, Joe McDermott Associates, Inc. and John L. Hoich (herein collectively the "Subdivider" herein) is the owner of said Lot 3, Southport East Replat Two containing 21.008 acres and which is the subject of this Sixth Amendment and as such is subject to the terms of the original Subdivision Agreement and applicable amendments; and

WHEREAS, Subdivider herein wishes to subdivide said Lot 3, Southport East Replat Two (herein the "Replat" or the "Replat Area"), same being a part of the Subdivision as shown on replat drawing attached as Exhibit "A" hereto and consisting of approximately 21.088 acres, more or less, per Surveyor's Certificate attached as Exhibit "B" hereto and being more specifically shown on the "Final Plat" of the Replat Area dated 8/2/06 and attached hereto as Exhibit "C"; and

WHEREAS, , Joe McDermott Associates, Inc. and John L. Hoich currently own that portion of the Replat that is to be replatted into Lots 1 through 5, inclusive, and Lots 8 through 10, inclusive of the Replat Area, and Simmonds Properties, Ltd. ("Simmonds"), is the owner of that portion of the Replat Area to become Lots 6 and 7 of the Replat Area, said ten (10) lots to constitute all of the land area and ownership within the Replat Area, all of whom are parties to this Sixth Amendment; and

WHEREAS the parties wish to amend the Subdivision Agreement by this Amendment entered into between them to include the specific understandings and agreements pertaining to this replatting.

NOW, THEREFORE, IT IS AGREED by Subdivider and City as follows:

1. Replattings. Subject to the terms of this Sixth Amendment, Lot 3 of Southport East Replat Two, shall be Replatted as Lots 1 thru 10 inclusive, Southport East Replat Six as more fully shown on Exhibit "C" (herein the "Replat" or "Replat Area").

2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replat Area for review and approval by the City's Engineer prior to

B

execution of the final Replat demonstrating what easements may be needed to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer.

3. Perimeter Sidewalks. Each Lot owner, or its assigns, shall, at their cost, install and maintain perimeter sidewalks abutting the Replat Area. Said sidewalks shall be installed on each lot prior to the opening of any place of business on such lot. Sidewalks are not required along Giles Road.

4. Commercial Building Design Guide and Criteria. City's Commercial Building Design Guide and Criteria ("Commercial Criteria") dated September 15, 1999, and the Southport East Design Guidelines, the specific design criteria to be utilized within the Southport East Subdivision, all of which are incorporated into this amendment by reference and shall be applicable to commercial development within the Replat Area. Subdivider agrees to abide by the provisions thereof as they may have or shall be from time to time amended or modified by the City.

5. Grading Plan. The Grading and Erosion Control Plan for the Replat shall be prepared in accordance with the Papillion Creek Watershed Partnership requirements prior to grading on any individual lot.

6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.

7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat. Any publicly used roads and driveways within the Replat shall be constructed to City approved specifications and shall not be less than twenty-five feet (25') wide seven inch (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement as amended by this Sixth Amendment.

8. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replat Area.

9. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement and the separate Sewer Connection Agreement pertaining to the sanitary sewer system shall be equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Southport East Replat Six	4.242 acres @ $5,500/Ac. =	$23,331.00
Lot 2, Southport East Replat Six	4.775 acres @ $5,500/Ac. =	26,262.50
Lot 3, Southport East Replat Six	1.890 acres @ $5,500/Ac. =	10,395.00
Lot 4, Southport East Replat Six	2.728 acres @ $5,500/Ac. =	15,004.00
Lot 5, Southport East Replat Six	2.877 acres @ $5,500/Ac. =	15,823.50
Lot 6, Southport East Replat Six	0.691 acres @ $5,500/Ac. =	3,800.50

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Lot 7, Southport East Replat Six	0.862 acres @ $5,500/Ac. =	4,741.00
Lot 8, Southport East Replat Six	0.939 acres @ $5,500/Ac. =	5,164.50
Lot 9, Southport East Replat Six	1.130 acres @ $5,500/Ac. =	6,215.00
Lot 10, Southport East Replat Six	0.954 acres @ $5,500/Ac. =	5,247.00
Total		$115,984.00

The aforestated fee of $5,500 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replat Area, including but not limited to parking and internal street improvements, external street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. The initial installation costs of these services shall be paid in full by the Subdivider. All on-going maintenance, repair and replacement shall be at the cost of the individual Lot owners and paid on a proportionate basis.

11. Specific Requirements of City Engineer for Replat Approval. Attached hereto as Exhibit "D" is a copy of the City Engineer's comments concerning Subdivider's Application for Replat. Subdivider, its successors and assigns in title, agree to fully comply with all such requirements within the applicable time or times therein designated.

12. Common Improvements/Maintenance. For purposes hereof, the following provisions shall be applicable:

a. Common Area Improvement Defined. The term Common Area Improvement shall mean all infrastructure and improvements constructed on, or to be constructed within or benefiting any two or more lots, or combination of lots, within the Replat Area, including ingress and egress. Said Common Area Improvements shall include, but not be limited to, ingress and egress, roads, parking, storm drainage, sanitary sewer, public utility infrastructure or services and other infrastructure needs for or benefiting more than a single lot. The Common Area Improvements are internal to the replat area and are shown on the attached Exhibit "E" incorporated herein by this reference.

b. Improvements to Eastport Parkway. Improvements to Eastport Parkway, a public street, primarily benefit Replat Six. However, a portion of the improvements benefit Replat Seven and the cost thereof is to be borne by Replat Seven. A drawing of these improvements is attached hereto as Exhibit F. The costs of the improvements to Eastport Parkway shall be paid in accordance with a separate agreement between the property owners of Replat Six and Replat Seven, the form of which agreement shall be subject to approval of the City. Upon City's acceptance of the improvements, City will assume maintenance responsibility.

c. Common Area Expense Defined. Common Area Expense shall include all engineering expense, including engineering costs, the costs of construction, reconstruction, modification, repair, maintenance (including clean up and clean out) and replacement of any such items or services, together with the City's costs, if any, of engineering, inspection, review and design.

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d. Sharing of Common Area Expense. Common Area Expense shall be shared as follows:

d-1. Initial Cost Sharing Ratio. The owners, their successors and assigns, of the Replat lots shall be responsible for and defray the Common Area Expense in the same ratio that the land area of each of their Replat lots bears to the total land area of lots served or benefited by the improvement, to wit:

Replat Lot No.	Acres	Percent of Common Area Expense
1	4.242	20.12%
2	4.775	22.64%
3	1.890	8.96%
4	2.728	12.94
5	2.877	13.64
6	0.691	3.28
7	0.862	4.09
8	0.939	4.45
9	1.130	5.36
10	0.954	4.52
TOTAL	21.088	100.00%

The foregoing percentages of Common Area Expense shall prevail unless adjusted pursuant to subparagraph 12.d-2 hereof.

d-2. Adjustment of Common Area Cost Sharing Ratios. The method of sharing Common Area Expense as set forth in subparagraph 12.d-1 above may be modified by the owners of all Replat lots agreeing to a different cost sharing as among themselves and filing with the City an application executed by all property owners then within the Replat Area to allow sharing in the designated different ratio. If the City Administrator, in consultation with the City Engineer, determines the original cost allocation is to be unfair and such requested change, if approved, will not be adverse to the City's or to the public interest, then the City Administrator may approve such application. Approval shall be discretionary. If approved, the property owners, at their expense, shall file the modification with the appropriate written approval of the City Administrator and City Engineer endorsed thereon.

e. Filing of Record. The Subdivider, at its expense, shall record this Sixth Amendment in the land records of the Office of the Register of Deeds of Sarpy County and shall cause a recorded copy thereof to be transmitted to the City Administrator. Any adjustment under subparagraph 12.d-2 above shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.

f. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and

E

which are not Common Area Expense, and which, if any, are not being properly constructed, repaired or maintained or in are in need of replacement.

g. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replat Area for purposes of inspection. In the event City determines construction, repair or maintenance is not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without any obligation to do so, may decide to undertake construction, repair and/or maintenance of any such Common Area Improvements and to assess the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited and enforce collection of such liens.

h. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

i. Replat Six External Street Improvements. Replat Six external street improvements include the addition of a north bound left-hand turn lane on Eastport Parkway to provide access to the lots within Southport East Replat Six and any necessary widening of Eastport Parkway to accommodate the turn lane as more fully shown on Exhibit "F" attached hereto and incorporated herein by this reference. Subdivider shall be solely responsible for the initial installation costs of the external street improvements allocable to the Lots within Replat Six, and the owners of the lots within Replat Seven shall be responsible for their proportionate share, as said shares may be determined by E & A Consulting Engineers, or as the parties hereto may otherwise agree. All future repairs or replacement shall be specially assessed against the individual Lots and paid by the then current Lot owners of Replat Six and Replat Seven. The costs of the shared external street improvements shall be prorated between Southport East Replat Six and Southport East Replat Seven as follows:

Lot and Replat Number	Area in Acres	Percentage Share
Lot 1 Replat Six	4.242	15.98%
Lot 2 Replat Six	4.775	17.99%
Lot 3 Replat Six	1.890	7.12%
Lot 4 Replat Six	2.728	10.28%
Lot 5 Replat Six	2.877	10.84%
Lot 6 Replat Six	0.691	2.60%
Lot 7 Replat Six	0.862	3.25%
Lot 8 Replat Six	0.939	3.54%
Lot 9 Replat Six	1.130	4.26%
Lot 10 Replat Six	0.954	3.59%
Lot 1 Replat Seven	1.098	4.13%
Lot 2 Replat Seven	1.604	6.04%
Lot 3 Replat Seven	2.754	10.38%
Total	26.544	100.00%

The foregoing percentages for external street improvements shall prevail unless adjusted in conjunction with Common Area Expense ratios as provided in

F

subparagraph 12.d-2 hereof. RS Land, Inc., the sole owner of Lot 1, Southport East, as initially platted, is purchasing from City the vacated right-of-way of 120th Street along the east side of said original Lot One which will become part of Replat Seven, which vacated R.O.W. is included in the computations of the foregoing prorations of improvement costs.

j. Condition of Release of Plats. RS Land, Inc., is to acquire title to said vacated R.O.W. prior to City's approval of either Replat Six or Replat Seven. In the event that RS Land, Inc., shall not acquire title to said vacated R.O.W. prior to the City Council's approval of Replat Six, then in such event, Subdivider herein agrees to pay the entire cost of Eastport Parkway improvements, reserving to itself the full right of recourse and reimbursement to itself from the owner(s) of said Lot One Southport East Subdivision for its (their) share of said costs.

13. Special Assessments. The lots within the Replat Area are subject to special assessments to be levied. All special assessments for the initial installation of Common Area Improvements and external street improvements shall be paid by Subdivider. Any future special assessments for repair, maintenance or replacement of Common Area Improvements or external street improvements shall be paid by the then current individual Lot owners.

14. Ownership Representation. The undersigned signatory on the proposed Final Plat of Southport East Replat Six, a copy of which is attached as Exhibit "C" hereto, and to the Sixth Amendment to the Subdivision Agreement, to wit, Joseph McDermott, President of Joe McDermott Associates, Inc., John L. Hoich, an individual, and Simmonds Restaurant Management, Inc., General Partner of Simmonds Properties, Ltd. (herein "Simmonds") do warrant and represent that they have executed the Final Plat for Southport East Replat Six and this Sixth Amendment to Subdivision Agreement on behalf of Joe McDermott Associates, Inc. John Hoich and Simmonds, respectively, and that as between them they are the sole owners of 100% of the Replat Area at date of execution of this Sixth Amendment and at date of recording the Replat.

15. Covenants Running With the Land. The obligations and agreements of Subdivider herein are perpetual covenants running with the land and shall be binding on the Subdivider and all of Subdivider's successors and assigns in title. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land. City shall have the right, but not the obligation, to enforce any and all covenants.

16. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1 thru 10 of the Replat, which the City Council has approved as to location and concept, but the final language of which must be approved by the City Administrator with such engineering and/or legal consultation as the Administrator may deem necessary. The copy of the Subdivider's application for approval of its planned unit development is attached hereto as Exhibit G.

17. Cross-Access Easement and Restrictions Agreement. Subdivider and the owners of Lots 1 and 2, Southport East Replat Two will be entering into a Declaration and Grant of Easements, Covenants and Restrictions for Lots 1 and 2 Southport East Replat Two and for Lot 3 Southport East Replat Two (Lot 3 to be replatted as Lots 1 Through 10, Southport East Replat Six) (the "Declaration") pertaining to properties within the Replat Area. In regard to said document:

a. Properties involved therein are:

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Lot 1, Southport East Replat Two: Owner - La Vista Lodging Investors, LLC, a Wisconsin limited liability company

Lot 2, Southport East Replat Two: Owner - Des Moines Lodging Investors III, LLC, a Wisconsin limited liability company

Lots 1 thru 5 and 8 thru 10, Southport East Replat Six: Owners - Joe McDermott Associates, Inc. and John L. Hoich

Lots 6 and 7, Southport East Replat Six: Owner – Simmonds Properties, Ltd.

b. No provision within the Declaration shall be interpreted, construed or have the effect of abolishing, suspending, abating or diminishing City's ability to, at City's sole option, exercise its rights and authority to invoke and exercise its right of entry and full access to the Replat Area and exercise the other rights herein reserved to the City under Section 12(f) hereof.

c. All legal descriptions and references to land within the Declaration shall not be limited to "Southport East" but shall include the full name of the Replat, i.e. "Lot __, Southport East Replat Six."

d. Any amendment or termination of the Agreement shall be approved by City before it becomes effective.

18. Exhibit Summary. The Exhibits proposed by E & A Consulting Group, Inc. engineers for the Subdivider, attached hereto and made a part hereof, are as follows:

Exhibit "A":	Composite Drawing of Replat Six.
Exhibit "B":	Surveyor's Certificate.
Exhibit "C":	Final Plat of Southport East Replat Six.
Exhibit "D":	City Engineers requirements for approval of replatting.
Exhibit "E":	Common Area Improvements.
Exhibit "F":	Improvements to Eastport Parkway.
Exhibit "G":	Application for Approval of Planned Unit Development.
Exhibit "H":	Declaration and Grant of Easements, Covenants and Restrictions (Original document recorded on the _____ day of _____, 2006 as Instrument No. 2006-_____ of the records of the Register of Deeds of Sarpy County.

19. Right to Enforce. Provisions of this Amendment may be enforced at law or in equity by the owners of land within the Replat Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate.

20. Ratification. In all other respects, the Subdivision Agreement shall not be affected hereby, and is hereby ratified and confirmed.

21. Simmonds Obligations. Simmonds executes this Amendment solely as the Owner of Lots 6 and 7, Southport East Replat Six, and assumes no responsibility or liability for any obligations set out in this Amendment to be performed or paid for by the Subdivider or any other Owner.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

ATTEST:

Ada B. McDermott
Secretary Secretary

JOE McDERMOTT ASSOCIATES, INC., a Nebraska corporation

By Joseph F. McDermott
Joseph McDermott, President

John L. Hoich
John L. Hoich, individually

SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership,

By: Simmonds Restaurant Management, Inc., a Nebraska corporation

By: Peg Simmons

ATTEST:

Pamela A. Buethe
Pamela Buethe, City Clerk

CITY OF LA VISTA

By Douglas D. Kindig
Douglas D. Kindig, Mayor

(Acknowledgments on following pages)

I

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25TH day of JANUARY, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Joseph McDermott, President, and ADA B. McDERMOTT, Secretary of Joe McDermott Associates, Inc., personally known by me to be the President and Secretary and the identical persons whose names are affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be their voluntary acts and deeds, and the voluntary act and deed of said corporation.

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

GENERAL NOTARY-State of Nebraska
HOMER R. HUNT
My Comm. Exp. April 30, 2007

Homer R. Hunt
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of JANUARY, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John L. Hoich, personally known by me to be the identical person whose name is affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

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

GENERAL NOTARY-State of Nebraska
HOMER R. HUNT
My Comm. Exp. April 30, 2007

Homer R. Hunt
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 23RD day of JANUARY, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared PAULA K. GLISSMAN, general partner of Simmonds Properties, Ltd., personally known by me to be the identical person whose name is affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of said partnership.

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

GENERAL NOTARY-State of Nebraska
HOMER R. HUNT
My Comm. Exp. April 30, 2007

Homer R. Hunt
Notary Public

ACKNOWLEDGMENT OF NOTARY

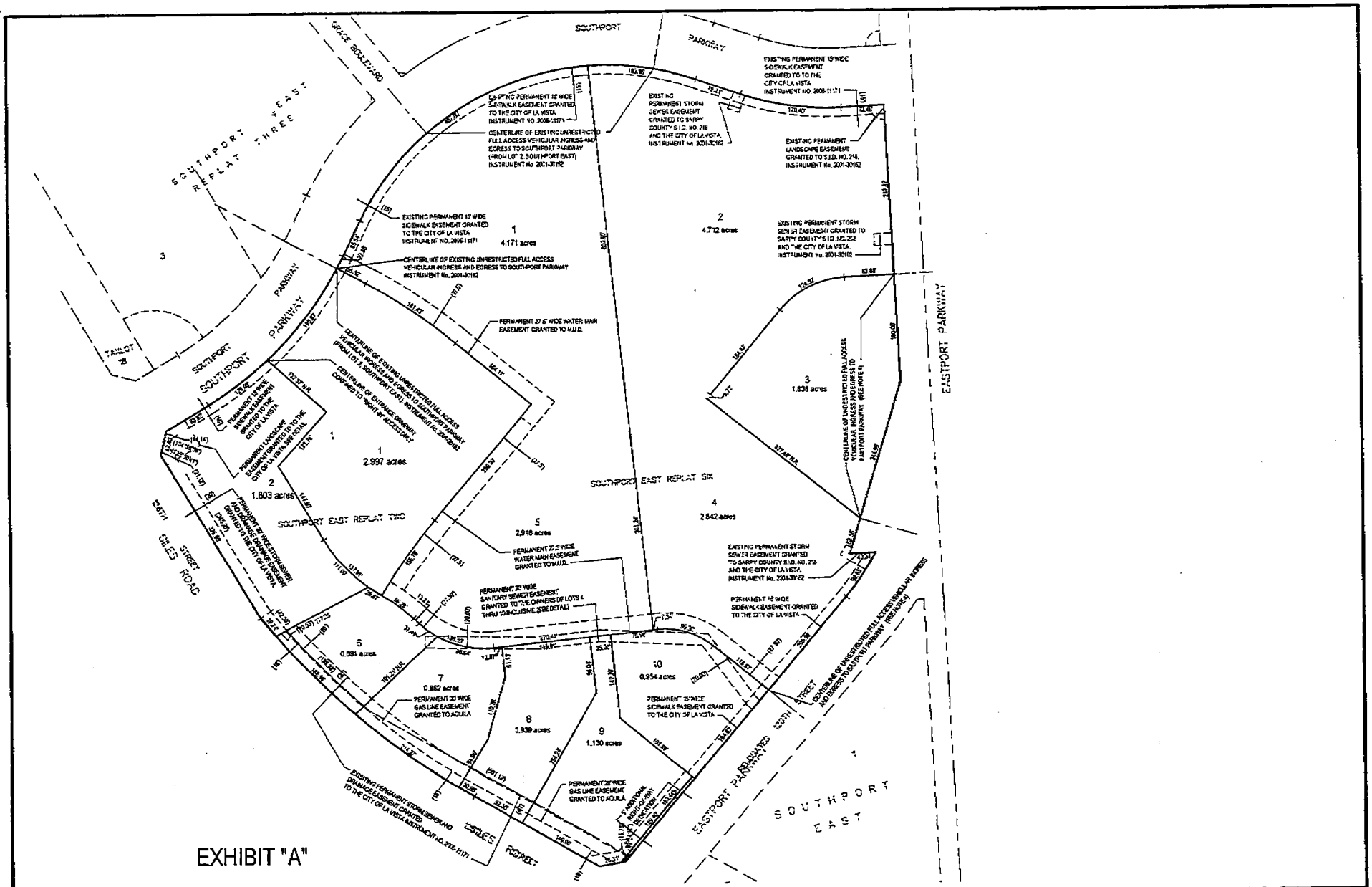
STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

On this 14th day of May, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas D. Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

GENERAL NOTARY - State of Nebraska
BRENDA S. GUNN
My Comm. Exp. March 25, 2010

Brenda S. Gunn
Notary Public



Proj No:	P2000.030.017	Revisions	
Date:	12/06/2006	No	Date
Designed By:	JDE		
Drawn By:	LDD		
Scale:	1" = 100'		
Sheet 1 of 1			

COMPOSITE PLAT

SOUTHPORT EAST
REPLAT TWO & REPLAT SIX
LA VISTA, NEBRASKA

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 895-4700 FAX: (402) 895-3599
www.eacg.com

lacrvd 12/6/2006 10:08:37 AM

L

EXHIBIT "B"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY AT ALL CORNERS OF ALL ANGLE POINTS AND ENDS OF ALL CURVES IN SOUTHPORT EAST REPLAT SIX, BEING A REPLATTING OF LOT 3, SOUTHPORT EAST REPLAT TWO, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

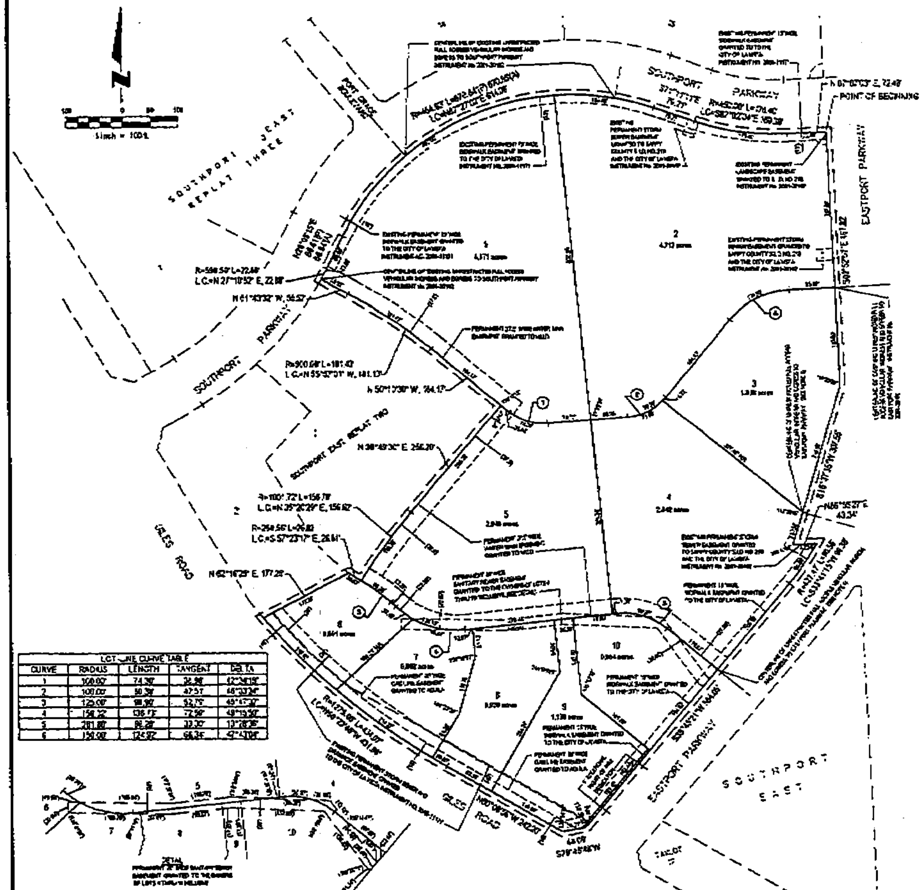
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, AND THE WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY; THENCE S02°52'57"E (ASSUMED BEARING) ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO, A DISTANCE OF 467.82 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY, AND THE WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 3, SOUTHPORT EAST REPLAT TWO ON THE FOLLOWING DESCRIBED COURSES; THENCE S16°37'35"W, A DISTANCE OF 307.55 FEET; THENCE N86°55'27"E, A DISTANCE OF 43.34 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 427.47 FEET, A DISTANCE OF 90.55 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S33°41'15"W, A DISTANCE OF 90.38 FEET; THENCE S39°45'21"W, A DISTANCE OF 584.05 FEET; THENCE S79°45'48"W, A DISTANCE OF 44.09 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY, AND THE NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE N60°08'56"W, A DISTANCE OF 242.20 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WITH A RADIUS OF 1275.00 FEET, A DISTANCE OF 434.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N50°23'45"W, A DISTANCE OF 431.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, SAID SOUTHPORT EAST REPLAT TWO; THENCE N62°16'25"E ALONG THE WESTERLY LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 2, SOUTHPORT EAST REPLAT TWO, A DISTANCE OF 177.25 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID SOUTHPORT EAST REPLAT TWO, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 2, SOUTHPORT EAST REPLAT TWO; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 3, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, SOUTHPORT EAST REPLAT TWO ON A CURVE TO THE LEFT WITH A RADIUS OF 268.56 FEET, A DISTANCE OF 26.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S57°23'17"E, A DISTANCE OF 26.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SOUTHPORT EAST REPLAT TWO; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 3, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT TWO ON A CURVE TO THE RIGHT WITH A RADIUS OF 1001.72 FEET, A DISTANCE OF 156.78 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N35°20'29"E, A DISTANCE OF 156.62 FEET; THENCE N39°49'30"E ALONG SAID WESTERLY LINE OF LOT 3, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, SOUTHPORT EAST REPLAT TWO, A DISTANCE OF 256.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SOUTHPORT EAST REPLAT TWO; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 3, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT TWO ON THE FOLLOWING DESCRIBED COURSES; THENCE N50°10'30"W A DISTANCE OF 164.17 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 900.00 FEET, A DISTANCE OF 181.43 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N55°57'01"W, A DISTANCE OF 181.13 FEET; THENCE N61°43'32"W, A DISTANCE OF 55.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SOUTHPORT EAST REPLAT TWO, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT TWO ON THE FOLLOWING DESCRIBED COURSES; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 599.50 FEET, A DISTANCE OF 22.88 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N27°10'52"E, A DISTANCE OF 22.88 FEET; THENCE N26°05'15"E, A DISTANCE OF 66.64 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 464.63 FEET, A DISTANCE OF 670.85 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N67°27'02"E, A DISTANCE OF 614.08 FEET; THENCE S71°11'11"E, A DISTANCE OF 79.21 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 450.00 FEET, A DISTANCE OF 170.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S82°02'04"E, A DISTANCE OF 169.38 FEET; THENCE N87°07'03"E, A DISTANCE OF 72.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 918,617 SQUARE FEET OR 21.088 ACRES, MORE OR LESS.

SOUTHPORT EAST REPLAT SIX

LOTS 1 THRU 10 INCLUSIVE

BEING A REPLATTING OF LOT 3, SOUTHPORT EAST REPLAT TWO, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



CURVE	RADIUS	LENGTH	TANGENT	DELTA (uncertain reading)
1	100.00'	74.30'	38.98'	42°34'15"
2	100.00'	80.38'	47.57'	46°03'24"
3	125.00'	98.90'	52.75'	45°47'30"
4	158.22'	136.77'	72.58'	49°15'30"
5	281.80'	86.28'	33.30'	13°28'35"
6	150.00'	124.92'	66.35'	47°43'06"

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

2. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).

3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

4. EXISTING RESTRICTIONS, DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO SOUTHPORT PARKWAY, EASTPORT PARKWAY OR GILES ROAD FROM ANY LOTS ABUTTING SAID STREETS, EXCEPT AT THE LOCATIONS NOTED AND SHOWN. INSTRUMENT NO. 2001-30182; AND ALSO EXCEPT AS SHOWN AND NOTED ON THE COMMON LOT LINE OF LOTS 4 AND 10, AND LOTS 3 AND 4, SOUTHPORT EAST REPLAT SIX, TO EASTPORT PARKWAY.

5. A PERMANENT RECIPROCAL VEHICULAR INGRESS AND EGRESS, PARKING, SIDEWALK AND PEDESTRIAN EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 THRU 10 INCLUSIVE, THEIR GUESTS AND INVITEES OVER ALL OF SAID LOTS 1 THRU 10 INCLUSIVE, EXCEPT THOSE PARTS OF SAID LOTS 1 THRU 10 INCLUSIVE WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.

6. A PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 THRU 10 INCLUSIVE OVER ALL OF SAID LOTS 1 THRU 10 INCLUSIVE, EXCEPT THOSE PARTS OF SAID LOTS 1 THRU 10 INCLUSIVE WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.

DATE ______________ County Treasurer

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

This plat of SOUTHPORT EAST REPLAT SIX (Lots numbered as shown) was approved by the City Planning Commission on this ________ day of ____________

Chairman of La Vista City Planning Commission

DEDICATION

Know all men by these presents that we, JOE MCDERMOTT ASSOCIATES INC & JOHN L. HOICH, owners of the property described in the Certification of Survey and embraced within the plat has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as SOUTHPORT EAST REPLAT SIX (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use, the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha and Aquila, Inc., their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, we do set our hand.

JOE MCDERMOTT ASSOCIATES INC

____
By Joseph McDermott, President

____
John L. Hoch

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On the __________ day of ____________ ________ before me, the undersigned, a Notary Public in and for said County, personally came Joseph McDermott, President, JOE MCDERMOTT ASSOCIATES INC., who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed as such officer of said corporation.

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

____
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this __________ day of ____________ ________ before me, the undersigned, a Notary Public in and for said County, personally came John L. Hoch, who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed.

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

____
Notary Public

ACCEPTANCE BY LA VISTA CITY COUNCIL

This plat of SOUTHPORT EAST REPLAT SIX (Lots numbered as shown) was approved by the City Council of the City of La Vista, Nebraska, on this ________ day of ____________ ________ in accordance with the State Statutes of Nebraska.

ATTEST ______________
City Clerk

____
Mayor

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY AT ALL CORNERS OF ALL ANGLE POINTS AND ENDS OF ALL CURVES IN SOUTHPORT EAST REPLAT SIX, BEING A REPLATTING OF LOT 3, SOUTHPORT EAST REPLAT TWO, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT OF LAND CONTAINS AN AREA OF [illegible] SQUARE FEET OR 21.[illegible] ACRES, MORE OR LESS.

______________________________ ______________
ROBERT CLARK L.S. 419 DATE

REVIEW OF SARPY COUNTY SURVEYOR

This plat of SOUTHPORT EAST REPLAT SIX (Lots numbered as shown) was reviewed by the office of the Sarpy County Surveyor on this ________ day of ____________

____
Sarpy County Surveyor

APPROVAL OF SARPY COUNTY REGISTER OF DEEDS
Recorded on this ________ day of ____________

____
Sarpy County Register of Deeds Date

EXHIBIT "C"

Proj No:	2006028.30	Revisions No.	Date
Date:	06/03/2006	1	8-17-06
Designed By:	JOE	2	8-31-06
Drawn By:	LDO		
Scale:	1" = 100'		
Sheet 1 of 1			

FINAL PLAT

SOUTHPORT EAST REPLAT SIX
LAVISTA, NEBRASKA

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE (402) 895-4700 FAX (402) 895-3599
www.eacg.com

N

SOUTHPORT EAST REPLAT SIX
EXHIBIT "D"

City Engineer's Requirements for Approval of Southport East Replat Six

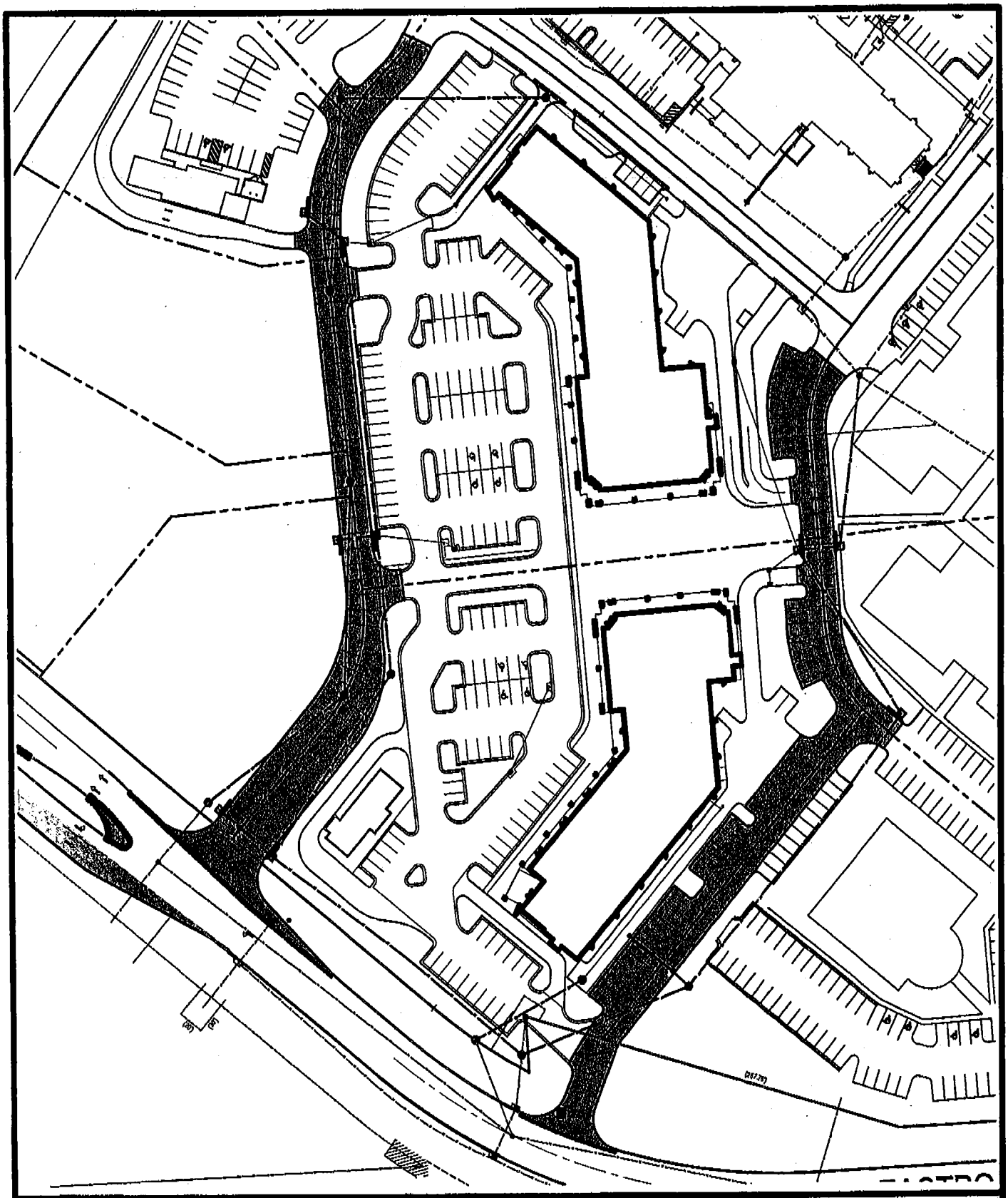
1. Submit an acceptable exhibit identifying the Common Area Improvements.

2. The applicant shall provide a drainage plan showing the drainage areas and proposed private storm sewer system that will be needed to serve Lots 1 through 10.

3. Provide itemized cost estimates and construction plans for all public street and signal modifications.

4. Provide evidence of submittal to the Papillion Creek Watershed Partnership an erosion control plan for all property in Replat Six.

5. Provide a staking bond in the amount of $100.00 per lot prior to the Mayor signing the final plat mylars.

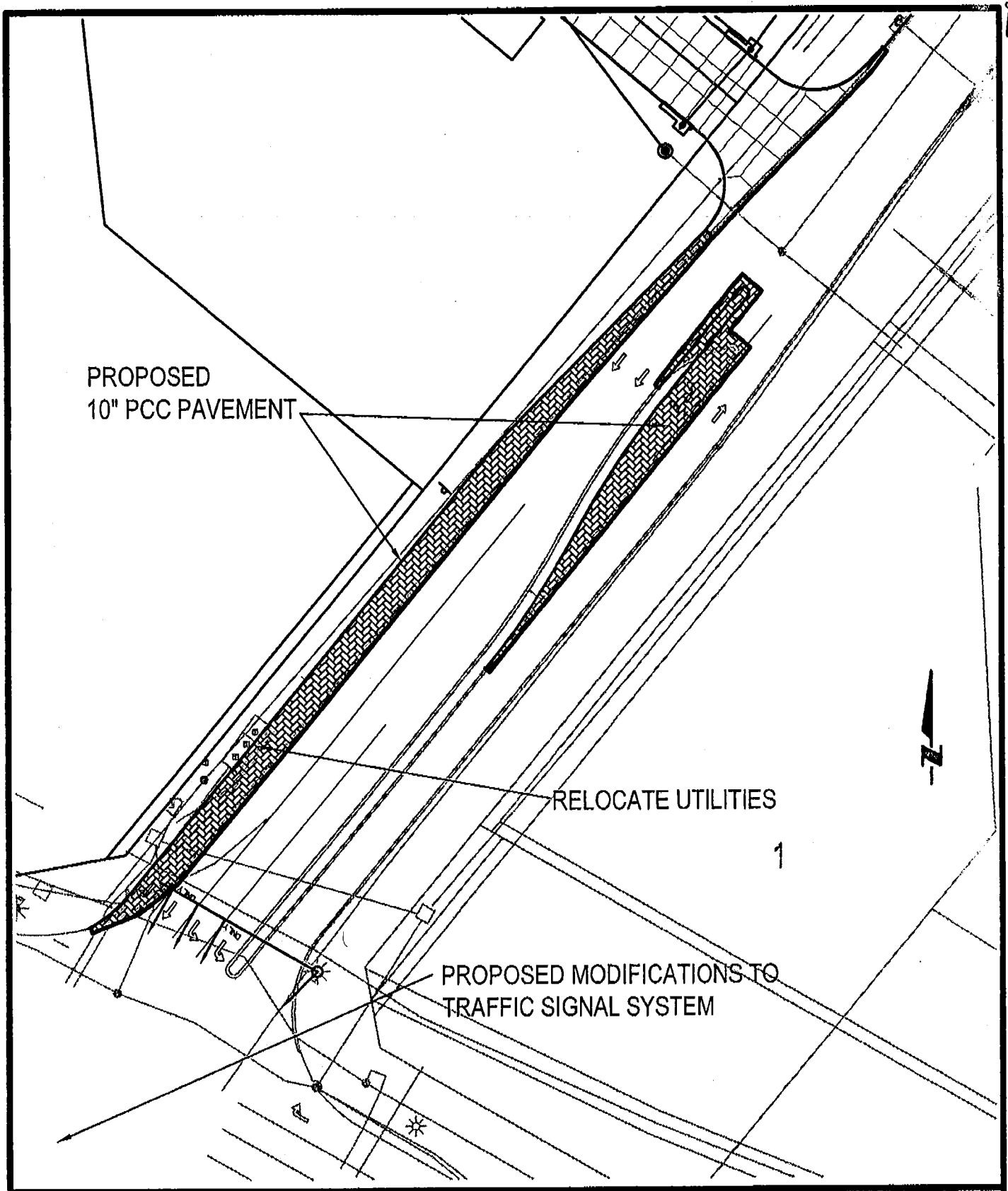


E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: BJW | Chkd by:_____ | Chkd by:_____

Job No.: P2000.030.030 Date: 12/8/2006

EXHIBIT "E"



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: XXX | Chkd by:_____ | Chkd by:_____

Job No.: P2000.030.030 Date: 03/13/2007

EXHIBIT "F"

K:\Projects\2000\030.030\Plans\PRIVATE DRIVE 000.dwg, 18.5x11 EXHIBIT "F", 3/14/2007 11:11:00 AM, JohnM

CITY OF LA VISTA
PLANNING & ZONING
APPLICATION FORM

#2000 030.30

CHECK APPLICATION(S) SUBMITTED:

( ) Comprehensive Plan Amendment
( ) Rezoning
( ) Zoning/Subdivision Amendment
( ) Conditional Use Permit
( ) Condition Use Permit Amendment
( ) Tower Development Permit
( ) Administrative Plat
(X) Preliminary Plat *
( ) Revised Preliminary Plat
( ) Final Plat
( ) Replat or Small Tract Sub.
( ) Vacation of Plat
(X) Preliminary P.U.D.
( ) Final P.U.D.
( ) Building Design Review
( ) Site Plan Review
( ) Other: _____

* A pre-application meeting is required prior to submittal.

A. GENERAL INFORMATION

1. **Applicant:**
   Name: JOHN L. HOICH Contact: _____
   Address: 4418 S. 180TH STREET
   City/State/Zip: OMAHA, NE 68135
   Phone/Fax: 333-1919

2. **Property Owner: (if not applicant)**
   Name: JOHN L. HOICH Contact: _____
   Address: 4418 S. 180TH STREET
   City/State/Zip: OMAHA, NE 68135
   Phone/Fax: 333-1919

3. **Engineer/Surveyor or Architect**
   Name: E&A CONSULTING GROUP Contact: JEFF ELLIOTT
   Address: 330 N. 117TH STREET
   City/State/Zip: OMAHA, NE 68154
   Phone/Fax: 895-4700/895-3599
   Email: jelliott@eacg.com

4. **Primary Project Contact: (Applicant, Representative, or Other)**
   Name: _____ Contact: _____
   Address: _____
   City/State/Zip: _____
   Phone/Fax: _____
   Email: _____

EXHIBIT "G"

R

- If more than one property owner or developer is involved, please attach additional names and addresses to this application.
- The contact person will receive all staff correspondence.

Please note that your application will not be accepted or there may be a delay in processing by the Community Development Department if any of the required information or materials are missing or improperly presented. In order to ensure that a complete application is provided and to avoid unnecessary delays in processing, please remember to submit the appropriate submittal requirements i.e., signed application, fees, exhibits and/or site plans, special studies if applicable and signed checklist. If you have any questions regarding this application or required materials, please contact the Community Development Department at (402) 331-4343 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

5. **Certification:**
An application may be filed only by the owner(s) of the property or by a person with the power of attorney from the owner authorizing the application, or by the attorney-at-law representing the owner. Indicate your authority.

X I (We) (am) (are) the sole owner(s) of the property.

____ I have the power of attorney from the property owner(s) authorizing the application and a copy of the authorization is attached.

____ I am the attorney at law representing the owner(s) and a copy of the authorization is attached.

John L. Hoich — John L. Hoich — 4428 So. 180th St. Omaha NE. 68135
Signature — Name (Print) — Address

X Joe McDermott — 9816 F
Signature — Name (Print) — Address
Joseph McDermott

NOTE: ALL APPLICATIONS MUST HAVE THE CURRENT PROPERTY OWNER'S SIGNATURE(S), OR THE PERSON WITH THE PROPER POWER OF ATTORNEY SIGNATURE, NOTARIZED BY A CERTIFIED NOTARY PUBLIC (ATTACH IF NECESSARY)

6. **Affiliated Application:**
An applicant may wish to increase the property considered under this application to include surrounding owners. By signing below, an adjoining property owner can state their intent to be party to this application (attach additional sheet if necessary. A legal description must also be attached for each property owner.

Signature — Name (Print) — Address

Signature — Name (Print) — Address

5

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 5TH day of JUNE, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John L. Hoich, who is the identical person whose name is affixed to the Planning and Zoning application, and acknowledged the execution thereof to be his/her voluntary act and deed.

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

Homer R. Hunt
Notary Public

GENERAL NOTARY-State of Nebraska
HOMER R. HUNT
My Comm. Exp. April 30, 2007

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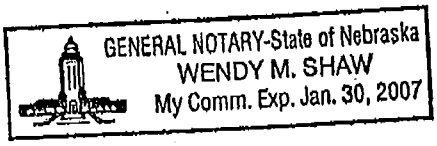
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27 day of July, 2006, before me, a Notary Public qualified in said County, personally appeared Joe McDermott, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Wendy M Shaw
Notary Public

B. PROJECT INFORMATION:

1. Subdivision Name: SOUTHPORT EAST REPLAT SIX
2. Project Location: ____ ¼ ____ ¼ Section 18, T 14, R 12, Sarpy County, Nebraska.
   General Location: 120TH & GILES ROAD
3. Project/Property Address (if known): _____
4. Area: 21.088 (acres)
5. Future Land Use Designation (Comprehensive Plan): Commercial
6. Proposed Land Use Designation *(if applicable)*: _____
7. Existing Zoning Designation: *(attach additional sheet if necessary)*

Zoning	Acres	Lots	Units	Density
C3				
Total				

8. Proposed Zoning Designation *(attach additional sheet if necessary)*

Zoning	Acres	Lots	Units	Density
C3	21.088	10		
Total	21.088	10		

9. Present Use of the Land: VACANT
10. Proposed Request: OFFICE & COMMERCIAL
11. If commercial\industrial\office or multi-family residential:
    a. Number & type of units\buildings: _____
    b. Total building coverage (footprint): _____ square feet.
    c. Total open space: _____ square feet.
    d. Total paved impervious area: _____ square feet.
    e. Total building floor area: _____ gross square feet.
    f. Total number of parking spaces: Provided ___ Covered___ Uncovered____
    g. Total number of persons employed or intended to be regularly employed on the site during the maximum working shift ____.

12. Building Height: _____ feet _____ stories.
13. If single family residential:
    a. Number of units/lots: _____
    b. Minimum lot frontage as measured at building setback line: _____
    c. Minimum lot size: _____ square feet
    d. Average lot size: _____ square feet

14. Attach Legal Description of Property and Surveyor's Certificate.
15. Attach list of Property Owners located within 300 feet of proposed project. (Must be prepared by a title company and in label-ready format).
16. Attach site plan and/or other documents that illustrate this request.
17. Include appropriate application fee.
18. For public hearing presentation, overhead transparencies or other approved form of projected illustrations identical to any display boards being used are required.

FOR OFFICE USE ONLY

Project Case Number _____ Planning Commission _____
Published: _____
Action: _____

Date Complete Application Received _____ City Council _____
Published: _____
Action: _____

Check Number/Amount _____ Posted on Property: _____
Notice to School District: _____

Other Comment (s):

_____

_____

_____

UTILITIES & IMPROVEMENTS

(Must be Submitted when Public Improvements are Proposed and/or Required)

		Proposed		FINANCING %			
	Existing	Quantity	Cost	Private	S.I.D. Special	S.I.D. G.O.	S.I.D. Reimbursables
Sanitary Sewer							
Storm Sewer							
Paving							
Major							
Collector							
Minor							
Sidewalks							
Parks & Open Space							
Recreation Facilities							
Water							
Gas							
Electricity							
Other							
TOTALS							

Electricity: Above Ground _____ Below Ground _____

Anticipated Total Taxable Valuation: Land _____ Improvements _____

Covenants: _____ Filed: _____ Debt Ratio _____

**Attach Itemized Estimate

Filed for Record 05-04-07 at 12:57:30 PM
Instrument # 2007-13018
Lloyd J. Dowding Register of Deed Sarpy Cty, NE

After recording, return to:
Jerry M. Slusky, Esq.
17445 Arbor Street, Suite 300
LaVista, Nebraska 68130

COPY

[For Recording Purposes]

RECORDER NOTE: NO INDEXING AGAINST LOTS 1 THRU 10 SOUTHPORT EAST REPLAT SIX. PLAT HAS NOT BEEN FILED. 5-04-07 LAL

DECLARATION AND GRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 and 2 SOUTHPORT EAST REPLAT TWO AND FOR LOT 3 SOUTHPORT EAST REPLAT TWO REPLATTED AS LOTS 1 THROUGH 10, SOUTHPORT EAST REPLAT SIX

THIS DECLARATION AND GRANT OF EASEMENTS WITH COVENANTS AND RESTRICTIONS ("Declaration") is made as of this 3rd day of May, 2007, by JOE MCDERMOTT ASSOCIATES, INC, a Nebraska corporation ("McDermott"), JOHN L. HOICH, an unmarried person ("Hoich"), SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership ("Simmonds"), LAVISTA LODGING INVESTORS, LLC, a Wisconsin limited liability company ("Hotel Owner"), and DES MOINES LODGING INVESTORS III, LLC, a Wisconsin limited liability company ("Restaurant Owner"). Individually McDermott, Hoich, Simmonds, Hotel Owner and Restaurant Owner may be referred to as a Grantor or Declarant herein, and jointly or collectively as Grantors or Declarants.

RECITALS:

WHEREAS, Hotel Owner is the sole owner of certain real property situated in the County of Sarpy, State of Nebraska, legally described as Lot 1, Southport East Replat Two ("Lot 1").

WHEREAS, Restaurant Owner is the sole owner of certain real property situated in the Count of Sarpy, State of Nebraska, legally described as Lot 2, Southport East Replat Two ("Lot 2").

WHEREAS, McDermott and Hoich are the sole owners of certain real property situated in the County of Sarpy, State of Nebraska, legally described as Lots 1, 2, 3, 4, 5, 8, 9 and 10 Southport East Replat Six, and Simmonds is the owner of Lots 6 and 7, Southport East Replat Six (collectively Lots 1 through 10 are hereafter referred to as "Lot 3").

WHEREAS, Declarants previously executed and recorded as instrument number 2006-11177 in the Sarpy County, Nebraska, Register of Deeds office, a Cross-Access Easement and Restrictions Agreement to address certain of the easements, restrictions and covenants contained herein as a temporary agreement between the Declarants prior to the final approval and recording of Southport East Replat Six (the "Temporary ECR").

WHEREAS, Declarants desire to establish for their own benefit and for the mutual benefit of all future Owners and Occupants of the Lots (as defined below), or any part thereof, certain mutually beneficial restrictions and obligations with respect to the use, operation and maintenance thereof consistent with a first class retail, commercial, and office development and to terminate, replace and supersede the Temporary ECR.

WHEREAS, by virtue of the recording of this Declaration, the Lots shall be owned, held,

EXHIBIT "A"

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

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

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

ARTICLE I
Definitions

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

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

1.2 "Association" means Southport Parkway SPE Owners Association, Inc., a Nebraska non-profit corporation, its successors and assigns, and unless the context otherwise requires, shall mean and include its board of directors, officers and other authorized agents.

1.3 "Common Areas" means those portions of the Lots, and any improvements thereon, designated from time to time by a Declarant, its successors or assigns, to be used for the common benefit of all or certain Owners and/or Occupants of the Lots.

1.4 "Development" means, in the aggregate, all of the Lots, including all of the improved areas, all Common Areas and all Common Facilities (as defined in 9.3(a) below), which area may be expanded or contracted at the option of the Association.

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

1.6 "Lot" or "Lots" means the real estate lots described above or any subsequent administrative subdivision, replat, revision or amendment thereof, all of which are part of the Development. If any Lot is hereafter lawfully subdivided, by administrative lot split, lot line adjustment, lot combination, or otherwise, the Owner of the affected Lot shall record an instrument, which shall serve as an amendment to this Declaration, with copies attached thereto of the Land Surveyor's Certificates or Replat (in the event of a replatting approved by the LaVista City Council) recorded in the records of

Sarpy County, Nebraska, showing such subdivision.

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

1.8 "Occupant" means any person or legal entity, other than the fee title owner of record, who is entitled to the exclusive use or occupancy of, or who is in rightful possession of, any Lot, building, or portion thereof located within the Development under rights contained in any deed, lease or similar agreement, including, but not limited to, tenants of an Owner and the agents, employees, customers, contractors, licensees, or invitees of an Owner or its tenant(s).

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

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

1.11 "Subdivision Agreement" means the certain Commercial Subdivision Agreement by and between the City of La Vista and R.S. Land, Inc., a Nebraska corporation, and Southpointe Partners I, LLC dated April 19, 2001 setting forth certain agreements, Commercial Building Design and Criteria, and other terms, conditions and covenants running with the land in respect to the development of land including the Lots, and any and all subsequent amendments thereto relating to the Development, copies of which are available from the City of LaVista. The Subdivision Agreement includes, without limitation, use, specific improvements and other requirements for the Development.

ARTICLE 2
Use Restrictions

The following requirements shall apply to all Lots in the Development:

2.1 Zoning Compliance. All uses must conform to the Subdivision Agreement and any subsequent amendments thereto, and to all applicable zoning regulations of any municipal body or agency with jurisdiction over the Lots.

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

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within the Development.

2.3 Parking Restrictions. Each Owner or Occupant shall use reasonable efforts to ensure that its Permittees do not park or block the Common Area or public streets.

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

2.5 Storage and Loading Areas. No materials, supplies or equipment shall be stored or allowed to remain in any area on any Lot except inside a closed building or vehicle, or except as otherwise permitted herein. Materials, supplies or equipment visibly stored or remaining in public view on any Lot shall be removed or properly stored by the Lot Owner in a closed building or vehicle within twenty-four (24) hours. Notwithstanding the foregoing, during the construction of any building on a Lot, construction materials may be stored on such Lot provided such storage is lawful and accomplished in a manner reasonably designed to minimize any interference with the use and enjoyment of any existing building and Common Areas by any Owner(s) and Occupant(s) thereof.

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

2.7 Private Use Restrictions. Any Declarant and/or its successors and assigns may, from time to time, enter into purchase agreements and/or deed restrictions, and/or leases, which may contain certain use or occupancy restrictions, provided such restrictions apply only to property then owned by such Declarant. Prior to any Owner or Occupant changing any prior use of Lot 3 or any portion thereof from one use to another such Owner or Occupant shall advise Association of such event and obtain Association's prior written approval of such change which approval shall not be unreasonably withheld.

2.8 Hotel Use Restrictions. As long as Lot 1 is used and maintained as a hotel, motel or other transient lodging facility of any type providing for lodging of guests for a period of less than thirty (30) days at a time (collectively, a "Lodging Facility"), no Lodging Facility shall be constructed or operated on any portion of Lots 2 or 3 (or any subdivision thereof), unless prior written consent is obtained from the then-owner of Lot 1.

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ARTICLE 3
Design Regulations and Performance Standards

3.1. All Improvements will be designed and built so as to present an appearance on all sides consistent with that of a first class retail, commercial, and office development and shall be designed so that the exterior elevations of Improvements shall be architecturally and aesthetically compatible with Improvements to be constructed on other Lots in the Development, as determined by the Architectural Design Committee in its sole discretion. While retaining its discretion, the Architectural Design Committee recognizes that certain franchise operations have specific design criteria, and the Architectural Design Committee will generally approve such franchise requirements. Exterior materials of any building shall consist of brick, marble, granite or other natural stone, architectural concrete, EIFS, materials having the appearance of these items, glass, or any combination of these. No pre-engineered metal buildings will be permitted.

3.2. Height limits, required minimum building setbacks, and other basic development standards applicable to Lot 3 may be established by the Association and/or the Subdivision Agreement from time to time.

3.3. The Owner or Occupant of each Lot will make provisions for adequate off-street parking to serve the Lot. Such parking shall be in the form of hard-surfaced parking lots and may include parking available as the result of the cross-parking provisions of this Declaration. No on-street parking will be permitted except as provided for in the Subdivision Agreement. All Lots shall provide at least the minimum number of parking areas or spaces for private passenger vehicles required by the applicable zoning ordinance of the applicable local governing body.

3.4. All loading areas (but excluding passenger and luggage loading and unloading areas of the Improvements on Lots 1 and 2), docks, antennae, and exterior mechanical equipment, including rooftop equipment, must be screened when viewed from adjacent streets, and at ground level along an adjacent Owner's Lot lines. Such screening will consist of permitted building materials or landscaping. No outdoor radio or television antenna, outdoor satellite receiving dish, or any other outdoor device for the reception or transmission of television, radio, microwave or any other form of electromagnetic radiation shall be placed or maintained upon any Lot, building or other improvement which are visible from any other Lot, building or Common Areas, except as expressly permitted in writing by the Association. Notwithstanding the foregoing, up to five satellite dishes, no more than 24 inches in diameter each, on the roof of the hotel to be constructed and operated on Lot 1 are expressly permitted hereunder, with such screening as is approved or required by the Architectural Committee of the Association, the Architectural Committee of Southport East Landowners' Association, Inc. and the City of LaVista.

3.5. Promptly upon completion of building construction, or at the next available planting season, the Owner shall install and maintain permanent landscaping. Such landscaping will consist of plant materials, paving materials, ground cover, and other landscaped features consistent with the overall development theme of the Development. All permanent landscaping will include automatic underground irrigation systems sufficient to support the living plant materials used. Notwithstanding the foregoing, Declarants acknowledge and agree that the landscaping plan for Lots 1 and 2, attached hereto as Exhibit "B", and incorporated by this reference, is approved. No changes to the approved landscaping plan for Lots 1 and 2 shall be permitted without the approval of the Owners of Lot 3.

3.6. All exterior signs or graphics of any kind or nature on the Lots or in the Development

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shall contribute to the overall cohesiveness and attractiveness of the Development. To this end, all signs, permanent or temporary, and all graphics of any kind or nature which are visible from the exterior of any building or are located on any Lot shall in all respects be in conformity with the requirements of the Subdivision Agreement and shall require the written approval of the Architectural Design Committee as to design, color, size and location before erection or placement. Any sign or graphic erected without such written approval shall be removed by the Association or its designee at the Owner's expense if the violator fails to do so within fifteen (15) days after written notification that the Owner or Occupant is in violation of the Declaration. No outdoor advertising signs or billboards, and no signs incorporating flashing, pulsating, or rotating lights will be permitted in the Development. Notwithstanding the foregoing, the Declarants acknowledge and agree that the exterior signs and graphics to be placed on Lot 1 and Lot 2 in connection with the Improvements being constructed and to be operated on Lot 1, which plans are attached hereto as Exhibit "C" and incorporated herein by this reference, were approved by the Association and the Architectural Committee of Southport East Landowners' Association, Inc., and such signage and graphics are hereby approved.

3.7. No Owner shall place or permit any materials, supplies, equipment, garbage, debris or refuse of any kind or nature to be placed on or to accumulate in any areas on, in or adjacent to any Lot or building that are visible from any other Lot within the Development. All garbage, debris and refuse shall be placed in a dumpster or similar receptacle on or about the loading dock servicing such building, or if no loading dock is in existence, shall be screened from the view of all adjoining Lots and streets (using materials approved by the Architectural Design Committee) and removed at regular intervals. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot, except as permitted above. Each Owner, at its expense, shall cause the windows and exterior surfaces of any building on the Owner's Lot to be washed or cleaned at regular intervals.

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

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

3.10. 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.

3.11. Lots may not be subdivided in any manner without the prior written consent of the Association, which may be withheld in its sole option and discretion.

3.12. Without the prior written consent of the Association, no barricades, fences or other dividers (other than ornamental fences for landscaping) will be constructed at or near the property lines of a Lot and nothing shall be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic within a Lot in the areas designated for such purpose by the Owner of such Lot except for curbing reasonably designed and installed to assist traffic control. Notwithstanding the foregoing, each Owner will have the right to erect barriers, once each year for a period not exceeding 24 hours, to avoid the possibility of dedicating such areas for public use or creating prescriptive rights thereon,

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provided no Owner shall close off any Lot which is subject to the easements granted herein to the extent that either vehicular ingress or egress and/or access to the availability of any utilities to a benefited Lot would be cut off. In addition, each Owner will have the right to erect temporary barriers as necessary during construction of Improvements, provided that such barriers do not prohibit the ingress and egress of pedestrians and vehicles within a Lot in the areas designated for such purpose by the Owner, unless reasonable alternate ingress and egress is provided.

3.13. No camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot, provided that the foregoing shall not apply to Lots 1 or 2 to the extent the same are owned by guests of the hotel operated on Lot 1. No motor vehicle may be parked or stored outside on any Lot for more than 36 hours, provided that the foregoing shall not apply to Lots 1 or 2 to the extent such vehicle is owned by a guest of the hotel operated on Lot 1. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained on any Lot, and in any yards, driveways or streets. However, this subsection shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of a building during the period of construction. This subsection may be waived by the Association at its sole option and discretion.

3.14. Except as installed by a Declarant or as subsequently approved by the Architectural Design Committee, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any building which in any manner will allow light to be directed or reflected on the Common Areas, any adjoining Lot or any part thereof. All exterior lighting to be installed upon the Development, including all street lighting, shall conform to the standards set forth in requirements adopted by the Architectural Design Committee, as authorized in Article 4 hereof. All such exterior lighting shall also comply in all respects with the Subdivision Agreement, zoning regulations and any other applicable ordinances, rules and regulations of the City of LaVista as the same may be amended from time to time. Notwithstanding the foregoing, the Declarants acknowledge and agree that the exterior lighting to be installed on Lots 1 and 2 in connection with the Improvements being constructed and to be operated on Lot 1 were previously approved by the Association and the Architectural Committee of Southport East Landowners' Association, Inc., and such exterior lighting as shown on the attached Exhibit "D", which Exhibit is incorporated herein by this reference, is hereby approved.

3.15. Construction of any Improvement shall be completed within one and one-half (1½) years from the date of commencement of excavation or construction of the Improvement, unless otherwise approved by the Association. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot without the prior express written consent of such Lot's Owner, to be granted in its sole and absolute discretion. As much as possible during the construction process, root zone areas will be barricaded to prevent contractors from compacting the soil by driving vehicles beneath trees or by piling dirt or other construction material on top of roots. If retaining walls prove necessary, underground aeration systems will be installed to maintain a reasonable amount of oxygen to the affected roots.

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

3.17. Declarants do hereby reserve unto the Association the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as the Association may determine appropriate in its reasonable discretion.

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3.18. Notwithstanding anything to the contrary contained herein, the Declarants acknowledge and agree that construction of the Improvements to be constructed on Lot 1 has commenced prior to the date hereof and the design of those Improvements has already been (and hereby is) approved.

3.19. After the expiration of one (1) year from the date (i) a certificate of occupancy is issued by the applicable governmental authority for any Improvement, or (ii) an Improvement has been completed by an Owner and said Owner has filed a valid notice of completion with respect to such Improvement, then said Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with the provisions of this Declaration unless a notice on non-completion with respect thereto has been executed by a Declarant or the Association and recorded in the office of the Register of Deeds of Sarpy County, Nebraska or unless legal proceedings shall have been instituted to enforce compliance or completion with respect to said Improvement.

3.20. The Architectural Design Committee is hereby authorized and empowered to grant variances for Improvements within the Development that are prohibited or regulated by this Declaration and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. Notwithstanding the foregoing, the Architectural Design Committee shall not grant such a variance to any Owner unless:

(a) such Owner has obtained all necessary governmental approvals;

(b) the variances do not materially injure, in the reasonable judgment of the Architectural Design Committee, any of the Lots or Improvements in the Development; and

(c) the construction of Improvements called for under the request for variance are otherwise subject to and conform with all applicable laws, ordinances, rules and regulations, including but not limited to, zoning regulations of any governmental agency or political entity having jurisdiction over the Development.

No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or portion of the Lot, and the grant of a variance shall not obligate the Architectural Design Committee to grant other variances. In addition to the variance powers provide herein, the Architectural Design Committee shall be empowered to issue from time to time reasonable interpretations of the intent of the provisions of this Declaration, but shall be designed to further the implementation of this Declaration in a manner consistent with its provisions.

ARTICLE 4
Architectural and Landscape Controls

4.1. The Association shall maintain an Architectural Design Committee consisting of not less than three (3) nor more than seven (7) members selected by and as determined from time to time by the Association. The Association shall have the power to remove any member of the Architectural Design Committee with or without cause at any time and appoint new members in the event of such removal or a resignation from the Architectural Design Committee. Persons appointed to the Architectural Design Committee must be an Owner or, subject to such requirements as may be adopted by the Association, an authorized agent or representative of an Owner or Owners.

4.2. The Architectural Design Committee shall be authorized to employ architects, engineers, and other consultants to assist it in performing any of its review functions described herein. All costs for

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

4.3. Before commencing any work regulated by the Design Regulations and Performance Standards contained in Article 3, including but not limited to excavation, fill, grading or other alteration of the topography or drainage of any Lot, or the construction, installation or alteration of any building, enclosure, landscaping, fence, parking facility, parking garage, sign, light pole, fence, bench or fixture of any nature or kind, or any other structure or temporary or permanent improvements on or to any Lot or portion thereof, in each case which is sufficiently material to require the issuance of a building permit from the City of LaVista, the Owner of such Lot shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans, and building elevations and materials plans, as applicable, together with applicable specifications, to the Architectural Design Committee for its written approval. The Architectural Design Committee will have the right to establish procedures for submission and review of plans and to charge reasonable fees for its review including, but not limited to, the fees charged by architects and engineers employed by the Architectural Design Committee to review such plans and specifications. The address for giving notices to the Architectural Design Committee shall be the place for the submittal of plans and specifications.

4.4. The Architectural Design Committee will be guided by the standards set forth herein, the Subdivision Agreement, and such reasonable rules, regulations, restrictions, architectural standards and design guidelines as are established from time to time pursuant hereto. Except as set forth below, any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, exterior materials plans, or specifications submitted to the Architectural Design Committee shall not be deemed approved unless approval is granted by at least a majority of the members of the Architectural Design Committee. In the event that the Architectural Design Committee, or its designated representative, shall fail to approve or disapprove the site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, exterior materials plans, or specifications within thirty (30) days after such plans and materials have been received by the Architectural Design Committee, the approval will be deemed to have been given. Disapproval shall be deemed to have occurred if a majority of the members of the Architectural Design Committee vote against a plan or proposal. Notice shall be given to the Owner in the event of disapproval.

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

member or consultants shall be deemed to be the approval or disapproval by the Architectural Design Committee.

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

ARTICLE 5
Owner and Association Duties and Obligations

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

(a) removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent necessary to keep the area in a clean and orderly condition;

(b) maintaining all signage in proper working order and appearance;

(c) maintaining all perimeter walls in good condition and state of repair;

(d) maintaining all buildings and other Improvements constructed by Owner and located on such Owner's Lot;

(e) operating, maintaining, repairing, and replacing all sewers and utilities located within the boundaries of such Lot in sound structural and operating condition (except to the extent that such operating and maintenance is performed by public authorities or utilities);

(f) paying all costs associated with the consumption of utility services which relate to the Improvements located on such Owner's Lot, and no other Owner will have any liability with respect thereto; and

(g) paying or causing to be paid, prior to delinquency, directly to the appropriate taxing authority, all real property taxes and assessments which are levied against its Lot and that part of the Common Areas located on its Lot.

Notwithstanding the foregoing, if such maintenance or replacement on any Lot is due to the misuse, negligence, or exclusive or near-exclusive use of another Lot Owner or its Occupants, the costs for such maintenance or replacement shall be specially assessed by the Owner of the affected Lot against such other Lot and shall be the sole obligation of the Owner of such other Lot.

5.2 Maintenance and Taxes of the Association. Except as provided in section 5.10 below, the Association shall be responsible for the following in regard only to Lot 3 and the joint drive aisles and

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access points described in Section 5.4 and depicted on Exhibit "E", and Hotel Owner and Restaurant Owner shall responsible for the following on Lot 1 and Lot 2 respectively:

(a) maintenance, repair and replacement of the surface and subsurface of any sidewalks, parking areas, drives, roadways, and other vehicular ingress, egress and access portions of the Development so as to maintain level, smooth and evenly surfaced parking and vehicular traffic areas, including such painting and repainting as may be required to maintain the parking areas, with the type of materials originally installed or used thereon or such substitutes as will in all material respects be equal or superior to such materials in quality, appearance, use and durability;

(b) removal of ice, snow, refuse, filth and any hazards to persons using paved areas, and washing or thoroughly sweeping paved areas as required to keep such areas in a clean and orderly condition;

(c) placing, keeping in repair and replacing any necessary or appropriate parking area entrance, exit and directional signs, markers, lines and lights as may be reasonably required from time to time;

(d) repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required;

(e) maintenance and care of all grass, shrubs and landscaping, including, but no limited to, the fertilizing, weeding, watering, mowing and trimming thereof and the making of such replacements of shrubs, trees and other landscaping as is necessary to maintain the same in first-class condition;

(f) maintenance of all general Development signage (but not including signage dedicated to a specific Lot, Owner or Occupant) in proper working order and appearance;

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

5.4 Certain Joint Drive Aisles.

(a) Notwithstanding anything to the contrary set forth in this Declaration, Hotel Owner and Restaurant Owner shall be responsible for construction of the joint drive aisles and access points located within the Development and depicted on Exhibit "E" attached hereto. Hotel Owner, Restaurant Owner, Hoich and McDermott shall share in the costs of constructing such joint drive aisles and access points on a proportionate basis as determined by the square footage of Lots 1, 2 and 3. Such amounts shall include all costs of construction, including, without limitation, all engineering costs, costs of all permits and approvals and any attorneys' fees incurred in connection therewith. As additional drive aisles or access points are established, the owners of the abutting Lots shall pay the construction costs unless the costs are paid pursuant to independent agreement between the Lot Owner(s).

(b) Periodically, but no more frequently than monthly, Hotel Owner and Restaurant Owner shall provide the other abutting Lot owners with invoices covering work performed by Hotel Owner and Restaurant Owner in accordance with this Section 5.4, including with such invoice a calculation of the total expenditures and a calculation of the proportionate share of the

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expenditures of each Lot owner. Within thirty (30) days after receipt of such invoice, the Lot owners shall pay their proportionate share to Hotel Owner and Restaurant Owner. Any amounts not paid by a Lot owner by such due date shall bear interest as set forth in Section 5.7.

5.5 Indemnification/Insurance.

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

(b) Insurance.

(i) Each Owner shall maintain commercial general liability insurance written on an "occurrences" basis with a minimum combined single limit of One Million Dollars ($1,000,000) with coverage for owned and non-owned motor vehicles and contractual liability coverage and with a reasonable deductible amount as determined by the Owner. All policies of insurance required by the terms of this Declaration shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the insured which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of subrogation, setoff, counterclaim or deductions against the insured. The policies of insurance must each name the other Owners as additional insureds. Such insurance coverage may be included in blanket insurance policies. The issuer of such certificates shall commit to give all insured parties thirty (30) days' prior notice before cancellation of the policies or reduction in coverage, except in case of nonpayment of premiums, in which case the insurer(s) shall commit to give the insured parties ten (10) days' prior notice before cancellation or reduction in coverage. The Association may request from time to time that the insurance amounts be mutually increased to reflect commercially reasonable amounts in Sarpy County, Nebraska. Each Owner shall provide the Association with certificate of such insurance from time to time upon written request to evidence that such insurance (or any increased amount determined by the Association) is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the Lots covered by this Declaration. Such insurance shall provide that the same may not be cancelled without thirty (30) days prior written notice to the Association.

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

5.6 Obligation To Rebuild or Restore. In the event that any Improvement on a Lot shall be damaged or destroyed (whether partially or totally) by fire, the elements or any other casualty, the Owner of such building shall, at its election and at its sole expense, and with all due diligence, either (1) repair, restore and rebuild such Improvement(s); or (ii) tear down and remove all parts of damaged and destroyed

Improvement(s) then remaining and the debris resulting therefrom and otherwise clean and restore the Lot affected by such damage to a level and clean condition. The Owner of such damaged or destroyed building shall have the right to make reasonable alterations as part of the reconstruction. Any rebuilding or restoration shall comply with this Declaration.

5.7 Enforcement and Remedies. In addition to all other remedies available at law or in equity, if any Owner defaults in any of its obligations or covenants hereunder, the Association shall have the right, but not the obligation, to enforce this Declaration by entering any Lot upon which a violation of such rules and regulations or the restrictions set forth in this Declaration exists and may summarily correct, abate, or remove such violation, or perform such defaulting Owner's obligations hereunder, at the expense of the Owner of such Lot, if such Owner does not correct such violation within fifteen (15) days after the Association sends notice to such Owner specifying the nature of such violation (or, if such violation cannot be corrected within such 15-day period, if such Owner does not commence to correct such violation within such 15-day period or does not diligently pursue such correction thereafter), unless Owner shall have objected in writing to the Association's notice of default. Any such entry and abatement, correction or removal shall not be deemed a trespass. Unless properly protested by the Owner, and determined by the Association to be a bona fide objection by the Owner, all costs and expenses incurred by the Association in performing such obligations, plus a service charge of 20% of the cost of the same and reasonable attorneys' fees and interest at the rate of 12% per annum thereon until paid, shall be a personal obligation of the Owner of such Lot and shall also be a charge and continuing lien upon such Owner's Lot or Lots. Any lien filed by the Association shall be subject to foreclosure action by the Association in its sole discretion.

5.8 Eminent Domain.

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

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

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

5.9 Fire Protection. Any Improvements constructed on any Lot shall be constructed and operated in such a manner which will preserve the sprinklered insurance rate on the other Improvements in the Development.

5.10 Hotel Owner and Restaurant Owner Maintenance Duties. Hotel Owner and Restaurant Owner shall be solely responsible for the performance of the duties set forth in Section 5.2 above in regard to Lots 1 and 2 respectively. Hotel Owner and Restaurant Owner shall enter into a separate written agreement regarding the performance and payment of the maintenance duties of each. If no written

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maintenance agreement is of public record between Lot 1 and Lot 2 upon the sale or other transfer of fee title ownership to Lot 1 or Lot 2, then the duties set forth in Section 5.2 shall be assumed by the Association in regard to the subject Lot, and the then current owner(s) of Lot 1 and Lot 2 as applicable shall become liable for the payment of Association dues as set forth in this Declaration with respect thereto. Notwithstanding the foregoing, Hotel Owner, Restaurant Owner and their successors and assigns shall be responsible for a proportionate share of the costs of snow removal and maintenance of the joint drives and access points and for a proportionate share of the maintenance of the entrance area landscaping, monument markers and directional signage benefiting the Development as a whole.

ARTICLE 6
Grant of Easements

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

(a) Pedestrian Access. A nonexclusive easement appurtenant to every Lot for pedestrian passage, ingress and egress, over and across all sidewalks, paths and bridges, parking areas, private roadways, and those Common Areas located on any Lot that are designated from time to time by the Association for the use and enjoyment of pedestrians, including all Permittees, in the manner and at the times prescribed by the reasonable rules and regulations of the Association. This easement shall also be for the purpose of providing pedestrian ingress to and egress from each Lot to other portions of the Development. Notwithstanding the foregoing, the Association shall have the right at all times to designate, construct, install and maintain sufficient Common Area improvements available for the use by pedestrians and Permittees under the foregoing easement to provide pedestrian access twenty-four (24) hours per day between each building, all other buildings constructed in the Development from time to time, and between each building and a public right of way. The costs of such improvements shall be shared by the Lot Owners reasonably benefiting from such improvements, but excluding the Owners of Lots 1 and 2 as long as those Lots are self-maintaining under Section 5.10.

(b) Vehicular Access. A nonexclusive easement over and across those Common Areas located on any Lot that are designated from time to time by the Association as roadways, drives, parking areas, or otherwise for use by motor vehicles. This easement shall be appurtenant to every Lot, shall be for the benefit of every Owner and Occupant, and shall be for the purpose of providing vehicular access over and across those Common Areas located on any Lot designated by the Association from time to time for such purpose and in the manner and at the times prescribed by the reasonable rules and regulations of the Association. Notwithstanding the foregoing, the Association shall have the right at all times to designate sufficient Common Area improvements available for use under the foregoing easement to provide twenty-four (24) hour per day vehicular ingress to and egress from the Development. Declarants and Owners acknowledge that the joint drive aisles and street access points depicted on the attached Exhibit "E" shall be Common Areas designated as roadways and drives for purposes of this Declaration. Notwithstanding anything to the contrary set forth above, no portion of Lot 1 or Lot 2 shall be considered to be Common Areas for purposes of the vehicular access easement granted herein, except any portion of Lot 1 or Lot 2 as are part of the joint drives and access points depicted on Exhibit "E" and described in Section 5.4.

(c) Parking. A nonexclusive easement for access to and use of all parking spaces on Lot 3

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(excluding, for purposes of this Section 6.1(c), Lots 1 and 2), whether or not such areas are identified specifically as a Common Area. Parking on Lot 3 shall be restricted to non-commercial vehicles, except in those areas specifically designated for loading, unloading, and deliveries. This easement is for temporary parking only by Permittees. Any vehicle occupying space for more than thirty-six (36) hours may be towed and impounded at the vehicle owner's expense

(d) Utilities. A nonexclusive easement over, upon and across the Common Areas for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; storm sewers, drainage lines and systems; electrical lines and systems; and other utility lines or systems developed to serve one or more of the Lots; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of any other Lot or Improvements. The location of any such utility facilities shall be subject to the reasonable approval of the Owner of the burdened Lot, shall be located within or immediately adjacent to public utility easements or Lot lines, and when approved by such Owner, shall be evidenced by a recorded instrument legally describing and depicting the location of such easements. The Owner of each Lot shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Development. If an Owner, in the course of installing, using, testing, connecting to, operating, maintaining, repairing, replacing, or removing utility facilities on a Lot other than the Lot owned by the Owner, damages pavement, landscaping, or other Improvements on that Lot, such Owner shall promptly repair, at its sole cost and expense, all such damage and restore such Lot substantially to its prior condition. No Owner shall have the right to tie into utility facilities installed specifically to serve another Lot without the prior written consent of the Owner of the other Lot

(e) Temporary Encroachment for Construction. Nonexclusive temporary easements to use and encroach over and across so much of the Common Areas as may be reasonably necessary at any time and from time to time for the purpose of constructing, repairing, replacing, or maintaining any Improvements on any Lot or Common Area. Any Owner or Occupant taking advantage of the construction easement granted herein shall pay all costs associated with such use, including without limitation, restoration of the utilized portion of the Common Areas to the condition in which it existed immediately prior to such exercise, and shall indemnify and hold Declarants, the Association and all other Owners and Occupants harmless from all losses, costs and expenses in connection with the use of such easement.

(f) Fire and Emergency and Access. Nonexclusive easements for the purpose of fire protection and emergency access, ingress and egress over, across, on and through the Common Areas and Common Facilities (as defined below) on each Lot, and for pedestrian and vehicular access related to the same, provided that vehicular use shall be limited to paved surfaces to the greatest extent possible.

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

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(h) Self Help Easements. Nonexclusive rights of entry and easements in favor of the Association over, across and under each Lot in the Development for all purposes reasonably necessary to enable the Association to perform any of the provisions of this Declaration which a defaulting Owner has failed to perform, pursuant to Section 5.5 of this Declaration.

(i) Use of Easements. Subject to the reasonable rules and regulations established by the Association for the use of each Lot, the use of all easements created by this Declaration will, in each instance, be nonexclusive and for the use and benefit of all Permittees and the Association.

(k) Impositions Prohibited. Nothing in this Declaration shall be interpreted to permit, nor shall the Owner of any Lot impose, any charge or cost for the use of any of the Common Areas, except to the extent such Owner may legally include such charges in a lease agreement with a tenant relating to such Owner's Lot.

6.2 Nature of Easements and Rights Granted.

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

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

(i) Are made for the direct, mutual and reciprocal benefit of the Declarants, the Association, the Owners, Occupants and Permittees of the Lots;

(ii) Create mutual equitable servitudes upon each Lot in favor of the other Lots;

(iii) Constitute covenants running with the land; and

(iv) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Development at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

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

(i) Require the prospective grantee to agree not to use or occupy, or permit any other party to use or occupy, its Lot or Improvements in any manner which would constitute a violation or breach of any of the easements, covenants or restrictions contained herein; and

(ii) Require any prospective ground lease assignee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to the Lot, Improvements or interest to be conveyed.

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Amendments, Duration and Termination

7.1 Amendment, Modification. This Declaration may be amended by the Association upon approval by not less than sixty-six percent of the vote of the Members. No amendment shall materially alter the rights, benefits or duties of any other Owner or Occupant in control of a Lot at that time (including, in the case of Lot 1, the use restriction set forth in Section 2.8), or any mortgagee or beneficiary of a deed of trust, without the prior written consent of such party. All such amendments or waivers must be in writing and recorded in the Register of Deeds of Sarpy County, Nebraska, as a modification to this Declaration. If required by the City of LaVista in accordance with the Subdivision Agreement, this Declaration may not be modified, terminated, or amended in any manner without the prior approval of the City of LaVista so as to ensure the continued access to and maintenance of the improvements located on the property within the Development.

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

7.3 Duration. Unless otherwise canceled or terminated, this Declaration and all of the easements, covenants, restrictions, rights, and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof or such earlier date as may be required in order that this Declaration shall not be invalidated or be subject to invalidation by reason of a limitation imposed by law on the duration hereof.

ARTICLE 8
Miscellaneous

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

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

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

8.4 Savings Clause. If any easement, covenant or restriction or any other provision of this Declaration or the application thereof to any person or circumstance shall be invalid, illegal, or

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unenforceable to any extent, the remainder of this Declaration and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.5 Successors and Assigns. Each and all of the easements, covenants or restrictions contained in this Declaration shall be binding upon and inure to the benefit of the Declarants, the Association, the Owners and Occupants, and, to the extent permitted by this Declaration and by applicable law, their respective heirs, legal representatives, successors, and assigns.

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

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

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

If to Declarants:

John C. Hoich
4428 South 180th Street
Omaha, Nebraska 68135

Joe McDermott Associates, Inc.
9816 F Street
Omaha, NE 68127

Lavista Lodging Investors, LLC
c/o The North Central Group
1600 Aspen Commons, Suite 200
P.O. Box 620994
Middleton, WI 53562

Des Moines Lodging Investments III, LLC
c/o The North Central Group
1600 Aspen Commons, Suite 200
P.O. Box 620994
Middleton, WI 53562

Simmonds Properties, LTD.
11404 West Dodge Road – Suite 650
Omaha, NE 68114

With Copies to:

Jerry M. Slusky Esq.
Slusky Law, LLC
17445 Arbor Street, Suite 300
Omaha, Nebraska 68130

The North Central Group
Attention: Legal Counsel
1600 Aspen Commons, Suite 200

Ap

P.O. Box 620994
Middleton, WI 53562

James Cavanagh, Esq.
Lieben Whitted Houghton Slowiaczek & Cavanagh, PC LLO
100 Scoular Building
2027 Dodge Street
Omaha, NE 68102

If to Owner/Occupant: To the party at the street address of the Lot owned or occupied.

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

8.9 Authority of the City of La Vista. No provision within this Declaration shall be interpreted, construed or have the effect of abolishing, suspending, abating or diminishing City of La Vista's ability to, at its sole option, exercise its rights and authority to invoke and exercise its right of entry and full access to the property within the Development and exercise the other rights herein reserved to the City under Section 12(f) of the Subdivision Agreement.

ARTICLE 9
Owner's Association

9.1 The Association. Hoich has caused the organization of Southport Parkway SPE Owners Association, Inc., a Nebraska non-profit corporation (the "Association"), which shall administer, insure, operate, manage, control, maintain, repair, rebuild and restore the Development in accordance with this Declaration, and perform the other duties of the Association set forth herein. The Association shall have the authority to provide special services affecting portions of the Common Areas consistent with the overall character and use of the Development, or to grant licenses or concessions for the provision of such services, and to 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. Provided that any of the following are consistent with restrictions and provisions of the Articles of Incorporation and the Bylaws of the Association, the Association shall have the right to charge annual dues, assess fees and penalties, impose liens for delinquent payments, and take any and all such other actions as may be reasonably appropriate to protect the overall quality of the Development and the interests of the Owners and Occupants.

9.2 By the Declarants. In regard to Lot 3 only, Hoich and McDermott shall be solely responsible, at its expense, for the initial construction and installation of certain Improvements on certain portions of the Development which may include, but are not necessarily limited to, a water feature, signage, landscaping, sprinkler systems, private roadways, lighting poles, berms, fixtures, and sculptures and landscaping in the medians. The Association may, upon approval of the majority vote of the Owners, determine to make additional Improvements and to assess such costs to the Members. After the initial

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construction and installation, Declarants shall have no continuing liability or obligation for any repair, maintenance, operating, insuring, replacement or restoration of any of the foregoing Common Area Improvements, all of which shall be the continuing obligation and liability of the Association in accordance with the provisions of Section 5.2 of this Declaration. Hotel Owner and Restaurant Owner shall be solely responsible for the installation and construction of any similar improvements on Lots 1 and 2, and shall maintain those improvements in accordance with Sections 5.2 and 5.10 above.

9.3 Membership and Purpose. Each Lot Owner shall be a member of the Association (a "Member"). The Association has as its purpose the maintenance of the Common Facilities (as defined herein) and the health, safety, recreation, welfare and enjoyment of the Owners and Occupants of the Lots, including, but not limited to:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Association Members. Common Facilities may include, but are not limited to, recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, water features, and signs and entrances for Southport East, all to the extent the same are Common Areas hereunder (collectively the "Common Facilities"). Common Facilities may be situated on property owned or leased by the Association or its Members, on public property, or on private property subject to an easement in favor of the Association.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the Owners and Occupants of the Development, and the protection and maintenance of the character of the Development.

(d) All promotional and advertising activities, special events, celebrations, dedications, and other opportunities of the Development as a whole.

(e) All of the duties, obligations and rights of the Association shall be subject to the maintenance standards and the other duties, obligations and rights contained in this Declaration and the Bylaws of the Association (the "Bylaws").

The Association shall not be responsible for the initial installation of roads or other improvements that are the obligation of one or more Lot Owners, nor shall the costs of those Lot Owner obligations be assessed against the other Owners.

9.4 Membership and Voting. Each Owner shall be a Member of this Association. Membership shall be appurtenant to ownership of any Lot, and may not be separated from ownership of each Lot.

Each Member, whether one or more persons and entities, shall have a proportionate number of votes based upon the acreage (rounded to the nearest thousandth) of such Owner's Lot or Lots, as set forth on the attached Exhibit "F", on each matter properly coming for a vote before the Members of the Association. In the event a Member is more than sixty (60) days delinquent in the payment of any dues or other amount owed to the Association, such Member's voting rights shall be suspended until all amounts due are paid in full.

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9.5 Association Board. The Declarants select John L. Hoich to serve as the initial director of the Association Board of Directors until such time as fifty percent (50%) or more of the votes described in Exhibit "F" are controlled by owners other than John L. Hoich and Joe McDermott Associates, Inc. At that time, three Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, and thereafter the Directors shall be elected annually at the annual meeting of the Members.

9.6 Purposes and Responsibilities. The Association shall have the powers conferred upon non-profit corporations by the Nebraska Nonprofit Corporations Act and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association, as provided in this Declaration and the Bylaws. The powers and duties to be exercised by the Board, or by one or more Directors or Members upon authorization of the Board or Members, as may be required, shall include, but shall not be limited to, the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities, as provided in this Declaration.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment and purchase of insurance covering any Common Facilities against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors ("Board") of the Association, if any, and the Members.

(d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(g) The employment of professionals and consultants to advise and assist the Board of the Association in the performance of their duties and responsibilities for the Association.

(h) General administration and management of the Association, execution of such documents, and performance of such acts as may be necessary or appropriate to accomplish such administration, management, or purposes of the Association.

9.7 Common Fees and Expenses. Each Lot shall be subject to an assessment for, and each Owner shall be obligated to pay its pro rata share of all expenses incurred by the Association in administrating, operating, managing, maintaining, repairing, rebuilding, replacing, restoring and insuring the Common Facilities as provided herein (including a service charge of no more than 10% of said

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expenses) ("Common Facilities Charge"). In calculating each Lot's pro rata share, any Lot that maintains the Common Facilities on its own Lot (rather than having the Association maintain such Common Facilities) shall not be subject to any Common Facilities Charge related to the maintenance of Common Facilities on other Lots by the Association. Each Lot Owner's proportionate share of Common Facilities Charge for each calendar year (or portion thereof) shall be reasonably estimated in advance by the Association, and such estimate shall be paid in equal monthly installments on or before the first day of each calendar month. The Association shall make an annual accounting of the expenses to each Owner. Each Owner shall pay to the Association, within thirty (30) days after demand from the Association, the amount, if any, by which the Owner's proportionate share of the actual expenses reflected on such annual accounting exceeded the Owner's proportionate share of the estimated expenses. Any excess amounts paid during a calendar year shall be credited towards the amounts payable in the following year. After all Lots are sold by the Declarants or if held by a Declarant when developed by such Declarant, the proportionate share of the total Common Facilities' expenses to be borne by each Owner for any year shall be that percentage equal to the ratio such Owner's Lot or Lots represents in relation to the land area of the Development, as adjusted from time to time.

Prior to the sale or development of all Lots, the pro rata share of fees and expenses shall be the percentage determined by taking the land area of an Owner's Lot or Lots divided by the total land area of all Lots within the Development which have been sold or upon which Improvements have been substantially completed.

9.8 Accounting. The Owner of a Lot may, upon not less than twenty (20) days prior written notice to the Association, inspect the Association's records for all Common Facilities' maintenance and insurance expenses incurred during the preceding calendar year at the Association's offices or at such other location reasonably designated by the Association at any time during reasonable business hours within two (2) years after the end of said calendar year. The Association's expenses for any calendar year shall be deemed correct if no Owner of a Lot gives the Association written notice of any such overpayment or underpayment within the two (2) year period provided.

9.9 Abatement of Assessments. Notwithstanding any other provision of this Declaration, the Board may temporarily abate all or part of the Common Facilities Charge due in respect to any Lot when the abatement is requested due to extenuating circumstances (such as a fire or other casualty, but excluding the initial construction period) and in the reasonable judgment of the Board it is in the best interest of the Association or the Development. Any abatement granted shall be temporary, and shall not exceed six (6) months in length. In such event, the denominator set forth in Section 9.7 above shall be reduced by the land area of the Lot for which Common Facilities Charges are abated, and the Common Facilities Charge to be borne by all other Lots in the Development shall be increased during the period of such abatement. Abatement shall only be permitted for improved Lots, including Lots with improvements under construction, but excluding Lots improved only with infrastructure.

9.10 Liens. The Common Facilities Charge (together with interest thereon as provided below), costs and reasonable attorneys' fees shall be the personal obligation of each Member at the time when the Common Facilities Charge first becomes due and payable. The Common Facilities Charge, (together with interest thereon as provided below), costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot against which the Common Facilities Charge are charged. The personal obligation for delinquent Common Facilities Charges shall not pass to the successor in title to the Member at the time the Common Facilities Charges become delinquent unless such Common Facilities Charge are expressly assumed by the successors, but all successors shall take title to a Lot subject to the lien for such Common Facilities Charges, and shall be bound to inquire of the Association as to the amount of any unpaid Common Facilities Charge which shall be paid either by the transferring

Owner or the successor in interest to the Owner at the time that title to the Lot transfers. After the sale of any Lot within the Development, the selling Owner or Owners shall not be personally liable for any Assessment levied on its Lot after the date of such transfer of ownership and written notice of such transfer is delivered to the Association. However, except with respect to a transfer of a Lot pursuant to foreclosure proceedings, the transferred Lot shall remain subject to the lien securing payment of all Assessments, including Assessments levied prior to the date of transfer. The selling Owner(s) shall also remain personally responsible for all Assessments and charges levied on his Lot prior to any such transfer. Upon the transfer of ownership of any Lot or Lot (excluding the initial sale by Declarant), the Board, in its discretion, may charge a reasonable transfer assessment to cover administrative costs associated with said transfer or ownership

9.11 Assessments and Extraordinary Costs. In addition to the Common Facilities Charge, the Board may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any of the Common Facilities, including fixtures and personal property related thereto, and related facilities but excluding the initial installation of roads or other improvements that are the obligation of a Lot Owner ("Assessments"). The aggregate assessments in a calendar year shall be determined annually by the Board and shall be allocated among the Lots on a pro rata basis equal to the ratio of such Owner's Lot or Lots in relation to the total land area of the Development, except the extent that any Assessment shall be determined to be a special obligation of a specific Lot or Owner, in which case the Assessment shall not be proportionately distributed but shall be specially assessed against the Lot and shall be due and payable immediately upon notice to the Owner, and except further that in calculating each Lot's pro rata share, any Lot that maintains the Common Facilities on its own Lot (rather than having the Association maintain such Common Facilities) shall not be subject to any Assessments related to the maintenance of Common Facilities on other Lots by the Association under this Section 9.11.

9.12 Excess Common Facilities Charge. With the approval of sixty-six percent (66%) of the vote of the Members, the Board may establish dues and/or assessments in excess of the maximums established in the Bylaws of the Association.

9.13 Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 9.9 herein.

9.14 Estoppel Certificate. The Association shall, upon less than twenty (20) days prior written request and for a reasonable charge to be established from time to time by the Association, execute, acknowledge and deliver to the party making such request a written statement certifying whether or not, to the knowledge of the Association with no duty to investigate or make further inquiry, a particular Owner is in default as to its Lot under the provisions of this Declaration, and further stating the dates to which installments of Common Facilities Charges and Assessments have been paid as to such Lot, the amount of any delinquent sums, and the due date and amount of the next succeeding Common Facilities Charge, Assessment or installment thereof. Any such certificate may be relied on by a prospective purchaser of the Lot or a mortgage, but reliance on such certificate shall not extend to any default (except one involving the payment of Assessments) of which the signer had no actual knowledge.

9.15 Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of Common Facilities Charge or Assessments which are not paid when due shall be delinquent. Delinquent Common Facilities Charges and Assessments shall bear interest from the due date at the rate of 1.5% per month. The Association may bring an action at law against any Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action, and shall be indemnified against the interest,

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costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Member may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of its Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Member by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

9.16 Subordination of the Lien to Mortgagee. The lien of any Common Facilities Charge or Assessment provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for the purchase of a Lot or construction of improvements thereon. Sale or transfer of any Lot shall not affect or terminate the Common Facilities Charge or Assessment lien.

9.17 Compliance with Applicable Governmental Laws, Regulations and Contractual Agreements. This Declaration and Grant of Easements, Covenants and Restrictions ("Declaration") and the properties, property interests and improvements to which this Declaration applies and the owners thereof and their respective grantees and assignees shall at all times be subject to and in continuing compliance with all federal, state, county and municipal laws and regulations. By way of specification, and not by way of limitation, as concerns the City of La Vista (herein "City") such compliance shall be to all ordinances, regulations and policies of the City, including its subdivision regulations and all applicable contractual obligations with/to the City, including, but not limited to, those arising under the original Southport East Commercial Subdivision Agreement dated April 19, 2001, as heretofore amended and those arising under this Sixth Amendment thereto. The foregoing is cumulative to and not in lieu of any provisions of the Declaration of similar intent.

9.18 Modification of Terms, City Approval Required. Modification of the terms of this Declaration and Grant of Easements, Covenants and Restrictions, except elections and other matters of internal governance within the property owners' association, shall require the consent of the City.

9.19 Repeal of Prior Temporary ECR's. The "Cross-Access Easement and Restrictions Agreement" dated March 27, 2006, and filed of record as instrument number 2006-11177 in the Office of the Register of Deeds of Sarpy County, among Joe McDermott and Associates, Inc., John L. Hoich, Des Moines Lodging Investors III, LLC and Nanaimo Bay, LLC (the last named being predecessor in title to Lavista Lodging Investors, LLC), has been terminated prior to the recording of this Declaration.

9.20 Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference.

a. Exhibit "A" - Location of Improvements
b. Exhibit "B" - Landscaping plan for Lots 1 and 2, Replat Two
c. Exhibit "C" - Signage and Graphics for Lot 1, Replat Two
d. Exhibit "D" - Lighting for Lot 1, Replat Two
e. Exhibit "E" - Joint Drive Aisles and Street Access Points
f. Exhibit "F" - Member voting allocations

AV

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

DECLARANTS:

JOHN L. HOICH

John L. Hoich

JOE MCDERMOTT ASSOCIATES, INC.

By Joe McDermott, Chairman
Its: Member SELF, President

SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership,

By: Simmonds Restaurant Management, Inc., a Nebraska corporation, general partner

By:_____

LAVISTA LODGING INVESTORS, LLC

By: Omaha SW Lodging Investors, LLC, sole member

By: David A. Lenz Investments, LLC, managing member

By_____
David A. Lenz, sole member

DES MOINES LODGING INVESTORS III, LLC

By_____
David A. Lenz, Managing Member

(Acknowledgments on following pages)

AW

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

DECLARANTS:

JOHN L. HOICH

_____

JOE MCDERMOTT ASSOCIATES, INC.

By_____
Its: _____

SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership,

By: Simmonds Restaurant Management, Inc., a Nebraska corporation, general partner

By: _____

LAVISTA LODGING INVESTORS, LLC

By: Omaha SW Lodging Investors, LLC, sole member

By: David A. Lenz Investments, LLC, managing member

By_____
David A. Lenz, sole member

DES MOINES LODGING INVESTORS III, LLC

By_____
David A. Lenz, Managing Member

(Acknowledgments on following pages)

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of May 2006, by JOHN L. HOICH, who is either personally known to me or was identified to me through satisfactory evidence to be the identical person executing this instrument above.

GENERAL NOTARY - State of Nebraska
SHAUN JAMES
My Comm. Exp. May 30, 2010

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of May 2006, by JOE MCDERMOTT, the President of JOE MCDERMOTT ASSOCIATES, INC., who is either personally known to me or was identified to me through satisfactory evidence to be the identical person executing this instrument above, and upon oath states that his execution hereof is his authorized act on behalf of said corporation.

GENERAL NOTARY - State of Nebraska
SHAUN JAMES
My Comm. Exp. May 30, 2010

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 30th day of April, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Paul a K. Glassman, CPA general partner of Simmonds Properties, Ltd., personally known by me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of said partnership.

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

GENERAL NOTARY - State of Nebraska
JAMES B. CAVANAGH
My Comm. Exp. 10-22-2007

James B Cavanagh
Notary Public

AY

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

DECLARANTS:

JOHN L. HOICH

_____

JOE MCDERMOTT ASSOCIATES, INC.

By_____
Its: _____

SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership,

By: Simmonds Restaurant Management, Inc., a Nebraska corporation, general partner

By:_____

LAVISTA LODGING INVESTORS, LLC

By: Omaha SW Lodging Investors, LLC, sole member

By: JSL Investments, LLC, managing member

By_____
Jeffrey S. Lenz, sole member

DES MOINES LODGING INVESTORS III, LLC

By David A. Lenz POA
David A. Lenz, Managing Member

(Acknowledgments on following pages)

A2

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 2nd day of May, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jeffrey S. Lenz, the sole member of JSL Investments, LLC, a managing member of Omaha SW Lodging Investors, LLC, the sole member of Lavista Lodging Investors, LLC, personally known by me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of said partnership.

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

Catherine M Gallivan
Notary Public

STATE OF WI)
) ss.
COUNTY OF Dane)

Jane F. Braatz, POA

On this 2nd day of May, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared David A. Lenz, the managing member of Des Moines Lodging Investors III, LLC, personally known by me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of said partnership.

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

Barbara S. Fletcher
Notary Public My Commission expires March 1, 2009

BARBARA S. FLETCHER NOTARY PUBLIC STATE OF WISCONSIN

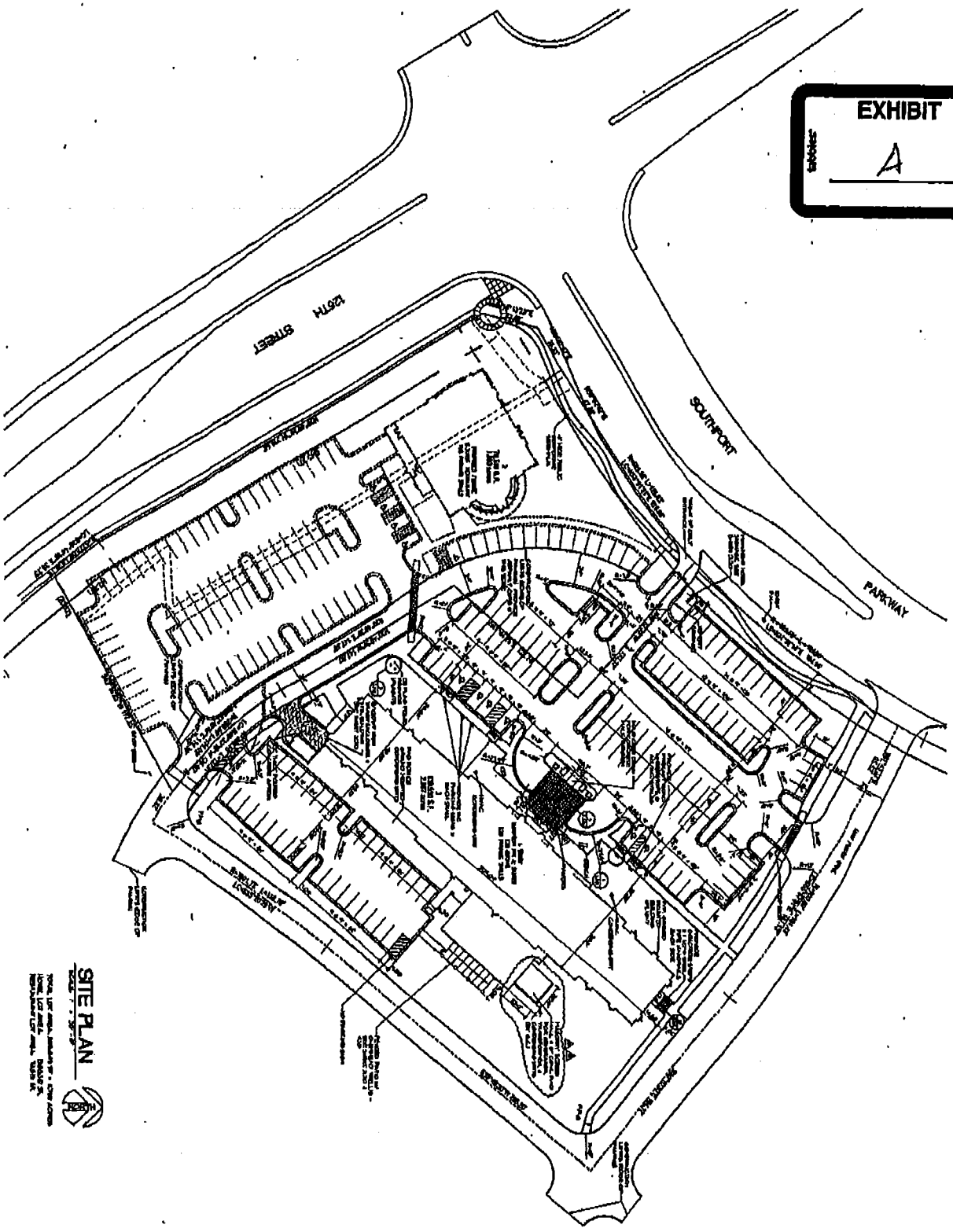
Ba

Exhibit "A"
Location of Improvements

B6

EXHIBIT

A



SITE PLAN

PROJECT:
HAMPTON INN & SUITES

CLIENT:
NORTH CENTRAL GROUP HOTEL INVESTORS, LLC

2.01

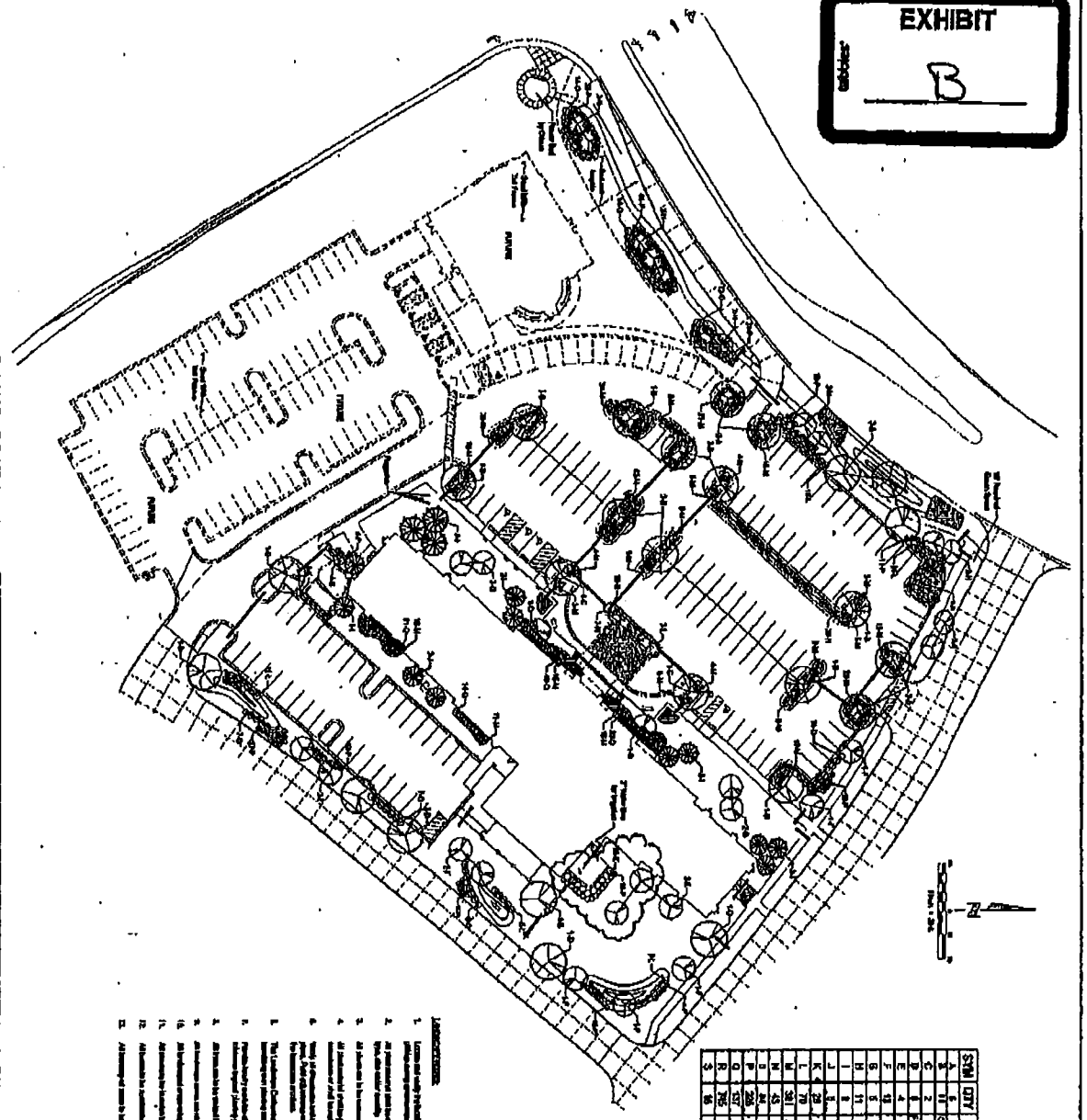
Bc

Exhibit "B"
Landscaping Plan for Lots 1 and 2, Replat Two

Bd

EXHIBIT

B



PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	SPACING
A	9	Acer rubrum 'Red Sunset'	Red Sunset Maple	3"	B&B	
B	11	Gleditsia triacanthos inermis	Shademaster Honey Locust	3"	B&B	
C	2	Gymnocladus dioicus	Kentucky Coffee Tree	3"	B&B	
D	1	Fraxinus pennsylvanica 'Patmore'	Patmore Ash	3"	B&B	
E	4	Acer rubrum	Autumn Flame Maple	2 1/2"	B&B	
F	19	Malus 'Spring Snow'	Spring Snow Crabapple	2 1/2"	B&B	
G	6	Malus x 'Red Jade'	Red Jade Crabapple	2 1/2"	B&B	
H	11	Malus floribunda	Japanese Flowering Crabapple	2 1/2"	B&B	
I	8	Picea pungens glauca	Colorado Blue Spruce	6'-8'	B&B	
J	3	Juniperus scopulorum	Skyrocket Juniper	5 gal.	Cont.	5'-0" O.C.
K	23	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 gal.	Cont.	4'-0" O.C.
L	70	Andropogon gerardii 'Blackhawks'	Blackhawks Big Bluestem	1 gal.	Cont.	2'-0" O.C.
M	30	Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	1 gal.	Cont.	2'-0" O.C.
N	43	Panicum virgatum 'Shenandoah'	Shenandoah Red Switch Grass	1 gal.	Cont.	2'-0" O.C.
O	250	Sporobolus heterolepis	Prairie Dropseed	1 gal.	Cont.	2'-0" O.C.
P	220	Rosa 'Meidomonac'	Anthony Monnier Rose	3 gal.	Cont.	3'-0" O.C.
Q	137	Rosa 'Meidomonac'	Drift Groundcover Rose	3 gal.	Cont.	3'-0" O.C.
R	240	Hemerocallis 'Stella D'oro'	Stella D'oro Daylily	1 gal.	Cont.	2'-0" O.C.
S	96	Calamagrostis 'Karl Foerster'	Karl Foerster Grass	1 gal.	Cont.	2'-0" O.C.

CURVED PIPE PIPER FOR IRRIGATION SLEEVES (1-2" AND 1-4" PVC)

PERENNIAL PLANTING BED

BOULDER

LANDSCAPE NOTES

1. Landscape Contractor shall be responsible for the protection of all underground utilities during landscape operations. Any damage to utilities shall be repaired at the Landscape Contractor's expense.
2. All plant material shall conform to the American Standard for Nursery Stock, latest edition.
3. All trees and shrubs shall be planted a minimum of 5 feet from the back of curb.
4. All plant material shall be guaranteed for one full year after the date of substantial completion. Guarantee shall include replacement of dead plants and correction of defective workmanship.
5. The Landscape Contractor shall be responsible for the establishment and maintenance of all landscaped areas until the date of substantial completion. Maintenance shall include watering, weeding, cultivating, mowing, trimming, edging, and other operations necessary for the proper growth of the landscaping.
6. The Landscape Contractor shall be responsible for the establishment and maintenance of all landscaped areas until the date of substantial completion. Maintenance shall include watering, weeding, cultivating, mowing, trimming, edging, and other operations necessary for the proper growth of the landscaping.
7. Plant locations shall be staked in the field by the Landscape Contractor and approved by the Landscape Architect prior to planting.
8. All trees and shrubs shall be planted in accordance with the planting details.
9. All trees and shrubs shall be mulched.
10. All mulched areas shall be edged.
11. All areas to be seeded shall be fertilized, limed, and mulched.
12. All areas to be sodded shall be fertilized, limed, and mulched.

PROJECT
HAMPTON INN & SUITES
13909 SOUTHPORT PARKWAY LA VISTA, NEBRASKA 68128

CLIENT
NORTH CENTRAL GROUP HOTEL INVESTORS, LLC
1909 ARTERY CORPORATE SUITE 200, MIDDLETON, WISCONSIN 53562

Revision Number	Date	Comment
1	08/15/2012	Revisions Per Owner & City of La Vista Review
2	09/12/2012	Revisions to Shrub Identified Date

EDA CONSULTING GROUP, INC.

Project Number: 2012-0132
Designed By: MK
Drawn By: MK
Sheet Number: L-1

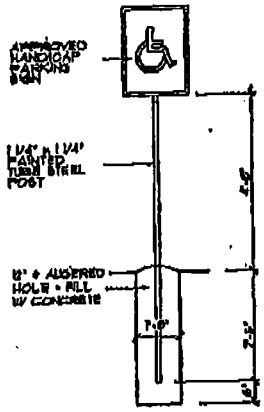
Be

Exhibit "C"
Signage and Graphics for Lot 1, Replat Two

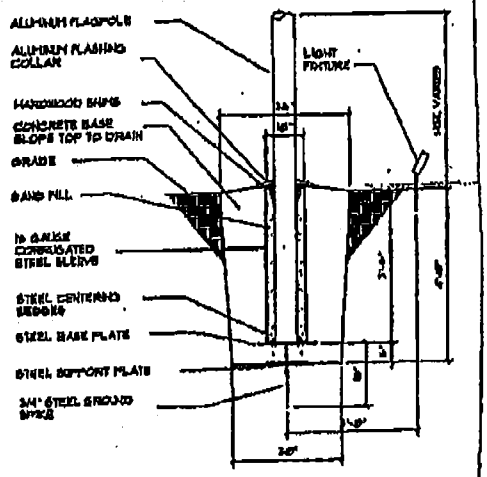
EXHIBIT

C

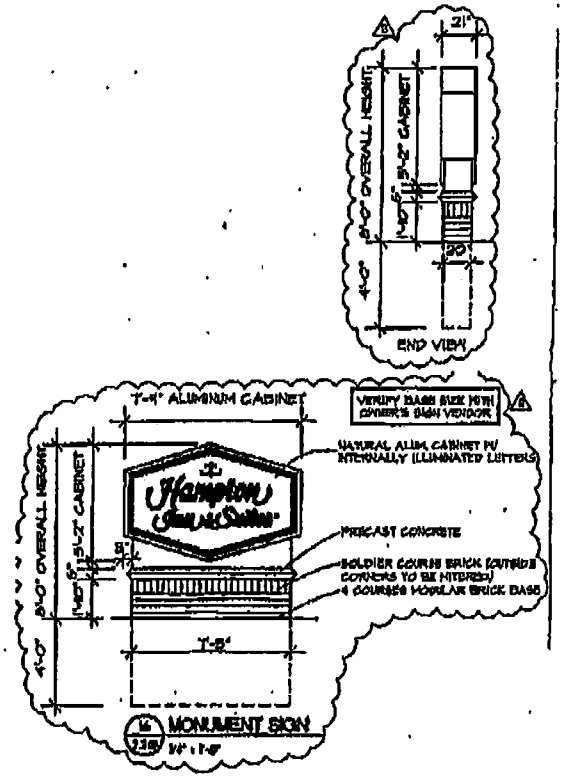
Bf



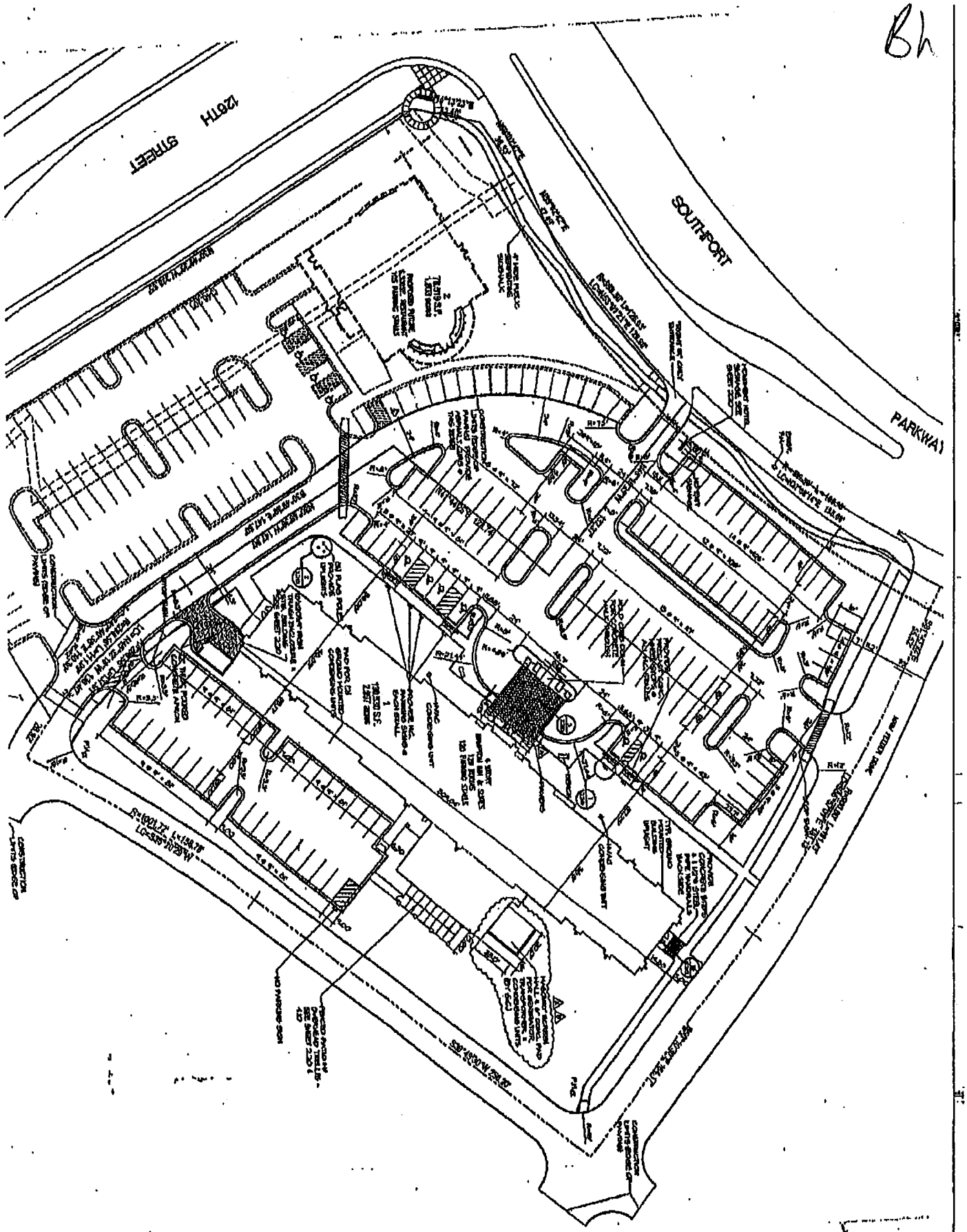
1 TYP. HANDICAP SIGN
2.2G NO SCALE



2 FLAG POLE BASE
2.2G 1/2" = 1'-0"



16 MONUMENT SIGN
2.2G 1/2" = 1'-0"

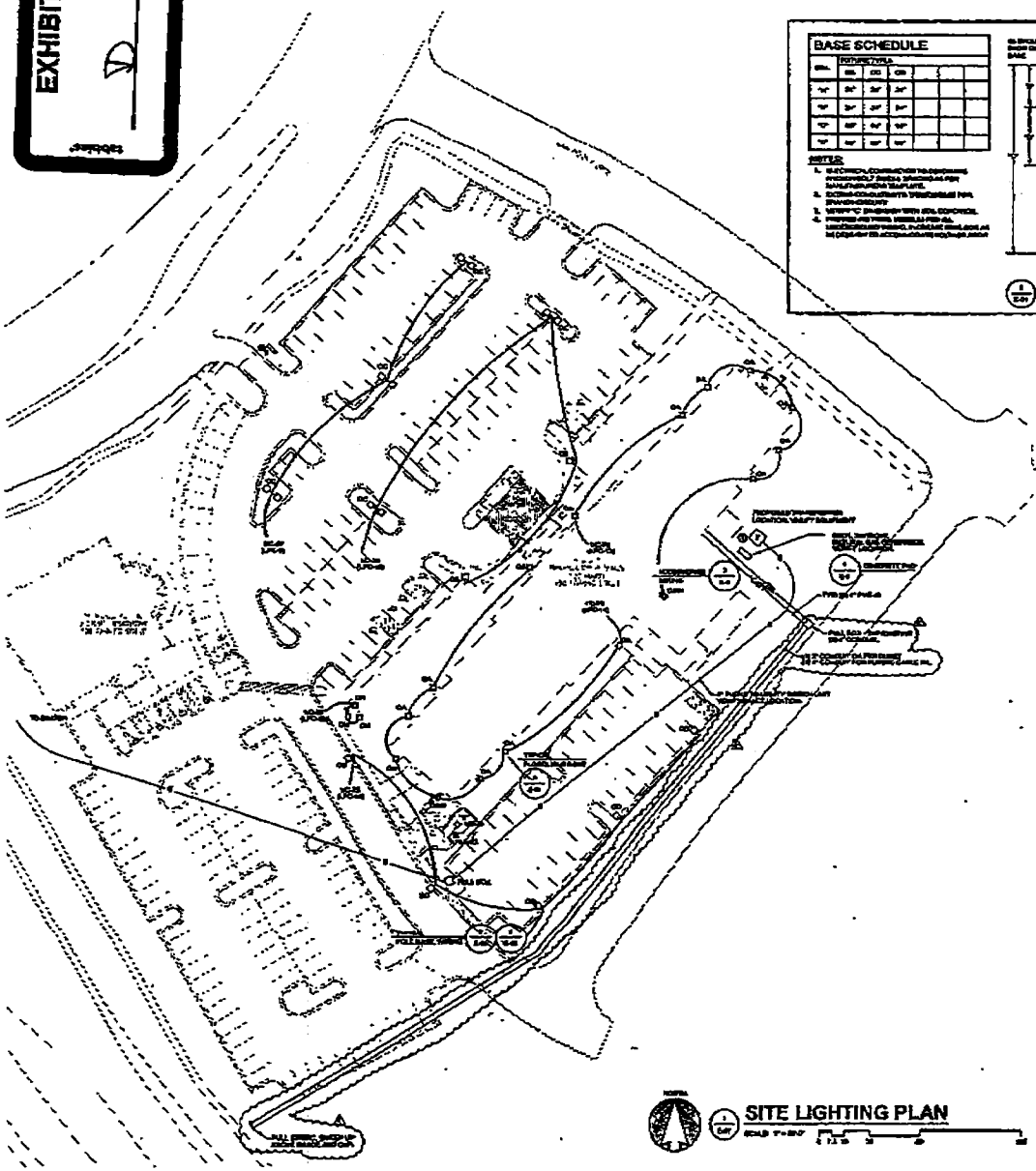

120TH STREET
SOUTHPORT
PARKWAY

B;

Exhibit "D"
Lighting for Lot 1, Replat Two

EXHIBIT

D



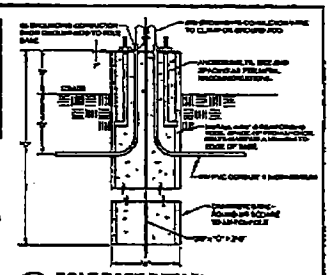
SITE LIGHTING PLAN

BASE SCHEDULE

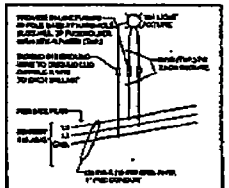
	FIXTURE TYPE					

NOTES:

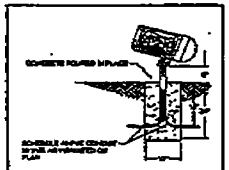
1. ELECTRICAL CONNECTION TO CONDUIT IN CONCRETE SHALL BE SPACING AS PER MANUFACTURER'S SPECIFICATION.
2. SCOTT CONSULTANTS TRANSFORMER FOR STANDING SECURITY.
3. VERIFY "C" DIMENSION WITH SOIL CONDITION.
4. PROVIDE AND PROVIDE SCHEDULE FOR ALL UNDERGROUND WIRING, INCREASE WIRE SIZE AS IN DIMENSIONS AND ACCOMMODATE VOLTAGE DROP.



POLE BASE DETAIL



SITE LIGHTING SCHEMATIC WIRING DIAGRAM



TYP. FLOOD LIGHT MOUNTING DETAIL

SHEET NOTES

SYMBOLS LIST

INDEX OF DRAWINGS

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LEEDY & PETZOLD ASSOCIATES, LLC

PROJECT: HAMPTON INN & SUITES

CLIENT: NORTH CENTRAL GROUP HOTEL INVESTORS, LLC

E-01

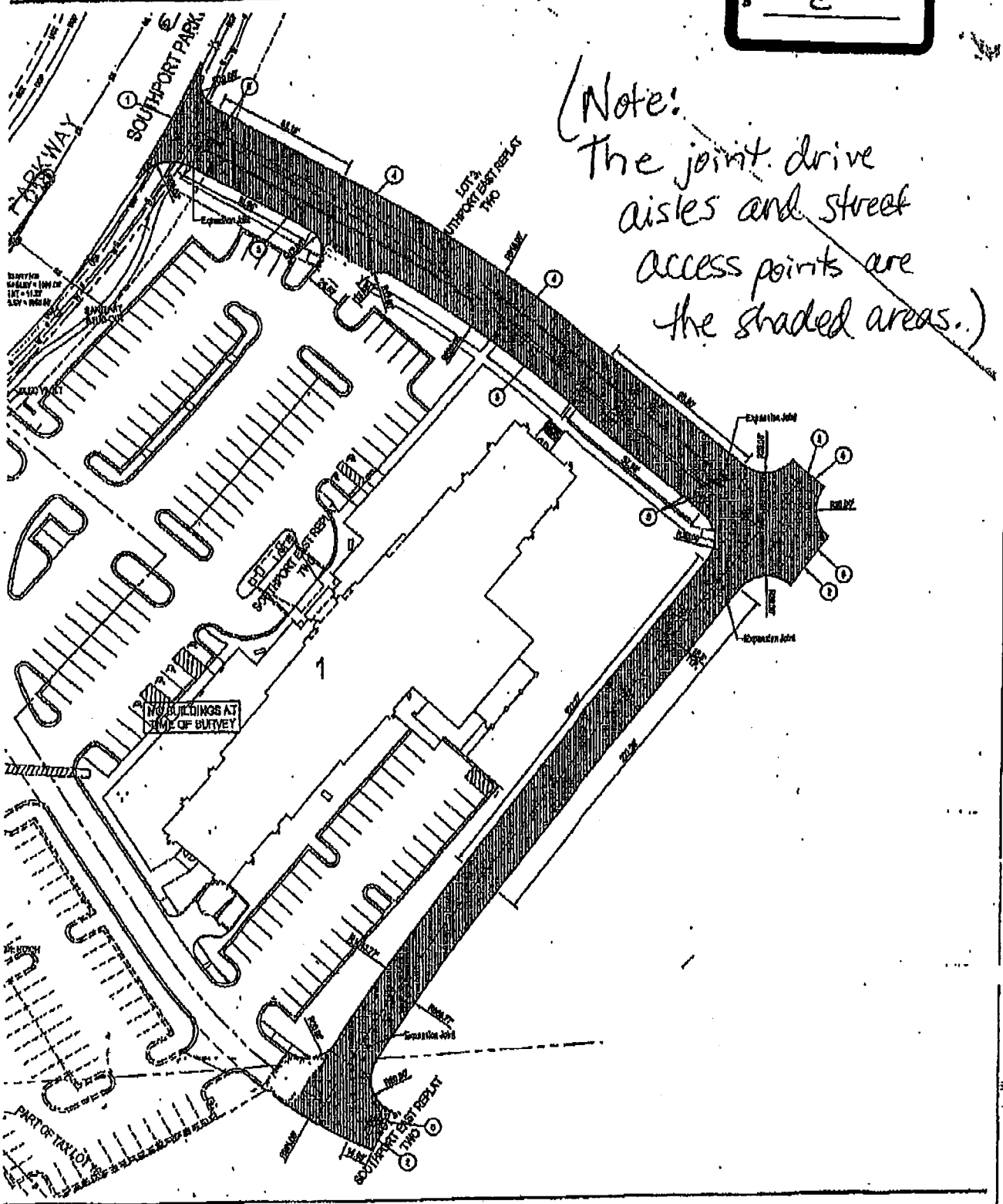
BK

Exhibit "E"
Joint Drive Aisles and Street Access Points

B1

EXHIBIT

E



(Note: The joint drive aisles and street access points are the shaded areas.)

2007-14019Bm

Exhibit "F"
Member Voting Allocations

Property	Lot Owner	Acres	Membership Interest Percentage	Number Of Votes
Lot 1, Replat 2	Des Moines Lodging Investors III, LLC, a Wisconsin limited liability company	2.997	11.577	2.997
Lot 2, Replat 2	LaVista Lodging Investors, LLC, a Wisconsin limited liability company	1.803	6.964	1.803
Lot 1, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	4.242	16.386	4.242
Lot 2, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	4.775	18.445	4.775
Lot 3, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	1.890	7.301	1.890
Lot 4, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	2.728	10.538	2.728
Lot 5, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	2.877	11.113	2.877
Lot 6, Replat 6	Simmonds Properties, LTD.	.691	2.669	.691
Lot 7, Replat 6	Simmonds Properties, LTD.	.862	3.330	.862
Lot 8, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	.939	3.627	.939
Lot 9, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	1.130	4.365	1.130
Lot 10, Replat 6	Joe McDermott Associates, Inc., a Nebraska corporation, and John L. Hoich	.954	3.685	.954
TOTAL		25.888	100.00%	25.888