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*Joseph J. Dowling*  
REGISTER OF DEEDS



AFTER RECORDING RETURN TO

CROKER, HUCK, KASHER, DeWITT,  
ANDERSON & GONDERINGER, L.L.C.  
2120 S 72 STREET, SUITE 1200  
OMAHA, NE 68124-2356

**GRANT OF EASEMENTS  
AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Grant of Easements and Declaration of Covenants, Conditions, and Restrictions (herein “Declaration”) is made January 11, 2017, by PINK FAMILY INVESTMENTS, LLC, a Nebraska limited liability company, (collectively “PFI”), and PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION, a Nebraska non-profit corporation (herein “Association”).

**RECITALS**

(a) PFI owns certain lots of real property situated in Sarpy County, Nebraska, generally depicted on attached Exhibit 1, and known as Lots 1 through 8, inclusive, Pink Industrial Park 2, a subdivision in Sarpy County, Nebraska (collectively the “Property” and each a “Lot”).

(b) PFI also owns certain real property legally described as shown on Exhibit 2, (“Parcel A”) over a portion of which PFI has granted a temporary access easement for emergency vehicles, as more specifically described herein (the “Temporary Access Road”).

(c) PFI has also granted an easement over Lot 4 of the Property as more specifically described herein and in the “Facilities Easement,” defined herein below.

(d) PFI and Association desire to establish for their own benefit and for the mutual benefit of all future Owners and Occupants of each Lot, certain easements, covenants,

conditions, and restrictions with respect to the Lots, the Temporary Access Road, and the Facilities Easement.

(e) It is intended that all Owners, mortgagees, beneficiaries and trustees under trust deeds, Occupants and all other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Declaration, all of which shall run with the land and be binding upon each Lot, the Temporary Access Road, the Facilities Easement and anyone having or acquiring any right, title or interest in or to any part thereof. All easements, covenants, conditions and restrictions are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Temporary Access Road and the stormwater management facilities described herein and for the development of the Lots in accordance with the covenants, conditions and restrictions referred to hereinbelow.

#### DECLARATION

NOW, THEREFORE, the foregoing recitals are incorporated herein and PFI and Association in furtherance thereof, declare as follows:

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

- a) "Assessments" has the meaning given in Section 4.d).
- b) "Association" means the Pink Industrial Park 2 Owners Association, its successors and assigns, and, unless the context otherwise requires, shall include the Board and the officers.
- c) "Board" means the board of directors of the Association.
- d) "CCRs" means the Declaration of Covenants, Conditions and Restrictions entered into by PFI with respect to the Property and recorded on or about the same date herewith and attached hereto as Exhibit 3.
- e) "City" means the City of Papillion, Nebraska.
- f) "Common Expenses" has the meaning given in Section 4.b).
- g) "Constituent Documents" means the Association's Articles of Incorporation and bylaws, as either may be duly amended from time to time.
- h) "Declarant" means PFI, and upon termination of PFI's term as Declarant, the Association.

- i) "Declaration" means this instrument as amended from time to time.
- j) "Easements" shall mean the easements described in Section 3.a).
- k) "Facilities" means that portion of Lot 4 which is designated for stormwater management facilities as depicted and described in Exhibit 4 hereto and referred to in the Post Construction Stormwater Management Plan Maintenance Agreement for PAP-20160615-2019-P and the Facilities Easement.
- l) "Facilities Easement" means the Facilities Easement - Perpetual with respect to Lot 4 executed by PFI and recorded on or about the same date herewith and attached hereto as Exhibit 5.
- m) "Facilities Maintenance Agreement" means the Post Construction Stormwater Management Plan Maintenance Agreement for PAP-20160615-2019-P recorded on or about the same date herewith and attached hereto as Exhibit 6.
- n) "Improvement(s)" means any building, tunnel, drainage way, parking area, driveway, walkway, fence, wall, water feature, landscaping, and any other structure or improvement of every kind and nature whatsoever located on a Lot or the Temporary Access Road or the Facilities Easement including any repairs, additions, alterations, or betterments thereto or replacements thereof.
- o) "Lot" means an individual lot that is a part of the Property, including any lots that may hereafter be a part of the Property by way of a lot split, subdivision, or replat of any part of the Property.
- p) "Mortgage" means a recorded instrument encumbering all or any portion of the Property as security for the performance of an obligation given in good faith and for valuable consideration, including, without limitation, a deed of trust. "Mortgage" does not mean any instrument creating or evidencing a security interest arising solely under the Uniform Commercial Code or an encumbrance affecting only a leasehold interest in the Property. "Mortgagee" means the holder of an indebtedness or obligation secured by a Mortgage, including a trustee and beneficiary under a deed of trust. "Mortgagor" means the party executing a mortgage.
- q) "Occupant" means any Person, other than an Owner, rightfully present on, or in rightful possession of any Lot including, but not limited to, the tenants of an Owner and the

agents, employees, customers, contractors, subcontractors, licensees or invitees of an Owner or its tenants.

r) "Owner" means the owner of record, whether one or more Persons, of the fee simple title to any Lot or portion thereof, whether or not subject to any Mortgage, and any purchaser of fee simple title to a Lot under a land contract of Record, but does not mean those having such interest merely as security for the performance of an obligation or a seller under a land contract of Record.

s) "Parcel A" means that certain property owned by PFI as described in the Temporary Access Easement.

t) "Period of Declarant Control" shall mean the period during which the Declarant named herein is entitled to exercise any rights as Declarant under this Declaration or any of the documents referred to or incorporated herein, and shall terminate as set forth in Section 8.

u) "Person" means a natural individual, corporation, partnership, trustee or other entity.

v) "Plat" means the final Plat and Dedication of Pink Industrial Park 2 recorded December 14, 2007 as Instrument No. 2007-37017 in the Records.

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

x) "Property" means Lots 1 through 8, inclusive, Pink Industrial Park 2, a subdivision in Sarpy County, Nebraska.

y) "Pro Rata" means the percentage which the square footage of the Owner's Lot bears to the total square footage to be included in the calculation to be made hereunder with the square footage being rounded to the nearest hundredth of an acre. The square footage of the Facilities shall not be included when calculating the square footage of an Owner's Lot or the total square footage against which an Owner's Lot is to be compared.

z) "Records" means the official records of the Register of Deeds of Sarpy County, Nebraska.

aa) "Temporary Access Road" means the road depicted and described in the Temporary Access Easement.

bb) "Temporary Access Easement" means the Temporary Access Easement entered into by PFI and the Association with respect to Parcel A and recorded on or about the same date herewith and attached hereto as Exhibit 7.

2. Use Restrictions. The following restrictions shall apply to the Property:

a) Each Lot shall be bound by and comply with the covenants, conditions and restrictions set forth in the CCRs, which may be enforced by any Owner and/or the Association.

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

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

3. Grant of Easements; Use and Restrictions.

a) Easements. Pursuant to the Temporary Access Easement and the Facilities Easement, PFI granted the following easements (the "Easements"), the benefits and burdens of which shall be appurtenant to and shall run with title to each Lot and shall similarly benefit the Association:

i) Emergency Access. For so long as the Temporary Access Easement is in force and has not terminated or otherwise been abandoned, a temporary easement for ingress-egress over and across a portion of Parcel A to the Property, or any portion thereof, from 120<sup>th</sup> Street, for police, fire and other emergency vehicle access only, as described in, and subject to the terms of, the Temporary Access Easement.

ii) Facilities. A nonexclusive easement for each Lot to utilize the Facilities for stormwater management as part of the stormwater management plan for the Property as more specifically stated in the Facilities Easement. Each Lot's use of the Facilities shall comply with the Facilities Maintenance Agreement and any other restrictions or requirements imposed by the City relating thereto. No Lot's

use of the Facilities shall impair or impede use of the Facilities by other Lots, or the Property as a whole, for stormwater management.

Other properties may be permitted to use the Facilities for stormwater management if approved by the Declarant and the City, provided that the Facilities will continue to provide sufficient stormwater management for the Property with the addition of such other property. Any other property permitted to use the Facilities for stormwater management and its owner shall be considered a "Lot" and an "Owner" under this Declaration with respect to any provisions of this Declaration relating to the Facilities, including those relating to the use, maintenance and costs and expenses thereof, and such owner and property shall be bound and encumbered by any Assessments levied under this Declaration.

b) Association's Easements. Declarant hereby grant, reserve and create, for the benefit of Declarant and the Association, a perpetual nonexclusive easement upon, over, under and across all of the Easements and each Lot as may be appropriate or necessary, in the reasonable discretion of Declarant or the Association, for the purpose of exercising all of the rights of the Declarant and/or Association and for performing all of the obligations of Declarant and/or the Association under this Declaration including, without limitation, the administration, operation, management and control contemplated by this Declaration and the construction, installation, repair, maintenance, reconstruction, alteration or replacement of the Facilities.

c) Encroachment Easement. If any portion of the Facilities or any Improvements constructed at any time by Declarant or the Association pursuant to this Declaration shall actually encroach upon any other portion of the Property, whether such encroachment results from the initial construction or from any subsequent repair, reconstruction, settlement or shifting, and provided that such encroachment does not materially obstruct the use of Improvements on a Lot, there shall be deemed to be an easement in favor of Declarant and the Association to the extent of such encroachment for so long as the same shall exist. Notwithstanding anything contained in this Declaration to the contrary, Declarant and the Association shall at all times have the right to maintain the Facilities in accordance with the Facilities Maintenance Agreement and any other requirements of the City regardless of any encroachment or alleged encroachment on any Lot.

d) New Easements. The Association shall have the right to join in any dedication, conveyance or creation of any easement affecting any portion of Property over which the Association has been granted an easement hereunder, in favor of any public utility or governmental subdivision.

e) Sidewalks. If required by the City, each Owner shall, at its sole cost and expense, construct sidewalk Improvements meeting City standards and specifications over and across such Owner's Lot or in the public right-of-way, together with any necessary landscaping Improvements adjacent thereto. Each such Lot Owner shall be responsible for maintenance and costs associated with such Improvements constructed under this Subsection and shall be forever burdened with such responsibilities and obligations, including the repair, replacement, maintenance, snow removal and other obligations of such Improvements, all of which shall run with title as an encumbrance against such Lot.

4. Association Expenses and Assessments.

a) Maintenance and Operation by the Association. The Association shall be responsible for and shall insure, operate, manage, control, maintain, repair, rebuild and restore the Facilities, and shall ensure the Facilities are maintained in a manner complying with the Facilities Maintenance Agreement. All such work shall be undertaken for the benefit of the Association and the Owners so that the same stays in good repair and operating order and is suitable for its intended purpose. The Association shall maintain the Temporary Access Road as a 'country lane' type road as and when required by the Temporary Access Easement. The Association shall have the authority to contract with any Person for any such work, including management. In addition to any other authority provided to the Association by this Declaration, the Association may (i) provide special services affecting portions of the Facilities, Temporary Access Road or any Improvement which it is required to repair, replace or maintain, consistent with the overall character and use of the Property; (ii) grant licenses or concessions for the provision of such services; and (iii) charge reasonable fees for such services, licenses or concessions. Any amounts received by the Association from fees, licenses, concessions and other sources shall be held and used by the Association for the benefit of the Owners pursuant to such rules, resolutions or regulations as the Association may adopt.

b) Common Expenses. Each Lot shall be subject to an assessment for, and each Owner shall be obligated to pay its Owner's Share (as defined below) of all expenses incurred by

the Association in performing its obligations and responsibilities pursuant to this Declaration, including all taxes and assessments of any nature whatsoever, including ad valorem real estate taxes, if any, operation, maintenance, repair, and other obligations pursuant to this Section 4 and costs incurred in connection with legal fees following the recording of this Declaration, premiums for insurance, architectural or engineering expenses necessary or appropriate to discharge the Association's duties or authority under this Declaration, and the establishment of reasonable reserves for contingencies, replacements or other proper purposes, and for reasonable Association administration, operation and overhead expenses, all as determined by the Association (collectively, the "Common Expenses"). Common Expenses may also include administrative and management fees, as authorized by the Association members. The Association shall maintain a reasonable reserve for insurance premiums and deductibles for policies of insurance covering the Association's interests under this Declaration, and for any improvements and repairs, and such other reserves as the Association may deem appropriate, all of which shall be deemed Common Expenses. The Association shall cause all Common Expenses incurred by it to be reasonable in view of the type, quantity and quality of the services or materials obtained by the Association for such Common Expenses and the cost of similar services or materials at the time. At its annual meeting, the Board shall establish an annual budget for Common Expenses reasonably anticipated to be incurred during the ensuing 12 months. Nothing in this paragraph shall be construed to preclude the Board from amending such budget at any meeting duly convened in accordance with the Constituent Documents.

c) Owner's Share. Each of the Lot Owners shall be obligated to pay its "Owner's Share" of the Common Expenses. "Owner's Share" shall mean all Common Expenses attributable to the Owner's Lot as set forth herein. With respect to Common Expenses attributable to the Facilities, the expenses shall be shared Pro Rata among all of the Lots in the Property, and including any additional properties permitted to utilize the Facilities as provided in Section 3.a)ii) above. With respect to any other Common Expenses, such expenses shall be shared Pro Rata among all of the Lots in the Property.

i) The Board shall determine, in its discretion, which expenses, or parts thereof are attributable to the Facilities.

ii) The Owners may agree to reallocate the Owner's Shares among themselves at any time upon notice to the Association; provided, that such



reallocation shall not relieve any Owner from the obligation to pay the Owner's Share if not timely paid.

d) Payment and Collection of Association Assessments. The Association shall assess each Lot and Lot Owner for its Owner's Share of Common Expenses (the "Assessments") on an annual basis or as often as the Board considers to be appropriate. All Assessments shall be payable at such times and in such manner as may be determined by the Association. If any Owner shall fail or refuse to make any payment of an Assessment when due, then, upon 15 days written notice to Owner the Association, in its sole and absolute discretion, may suspend the voting rights of that Owner for any period during which the Assessment against such Owner's Lot remains unpaid. If any Owner shall fail or refuse to make any payment of an Assessment when due, there shall be added to the amount thereof interest at the Prime Rate from the due date of such payment until paid, plus a late charge not exceeding ten percent of the amount of such payment as determined by the Board, and costs and reasonable attorneys' fees incurred by the Association to collect such Assessment. All such amounts shall be the personal obligation of the Owner at the time of the assessment and constitute a lien on such Owner's Lot and on any rents and proceeds therefrom, neither of which shall be affected by a subsequent transfer of ownership of the Lot. Such lien may, but shall not be required to be, evidenced by a notice executed by the authorized agent of the Association and recorded in the Records setting forth the amount of the Assessment and other charges and the description of the Lot subject to the lien. Any Assessments which are secured but which are extinguished by operation of law for any reason, and/or deemed uncollectible by the Association, may be reallocated by the Association and assessed against all Lots as a Common Expense; provided, however, that if the Association determines that such unpaid Assessments are of a sufficient amount to require payment in installments, the Association may amortize the reallocation as a Common Expense over a reasonable period of time. Unless specifically stated to the contrary, any such reallocation by the Association shall not affect the personal liability for the assessment of any Owner or former Owner. Any Person acquiring or intending to acquire an interest in any Lot shall, upon written notice to the Association, be entitled to a statement from the Association within thirty (30) days of receipt by the Association of such notice setting forth the amount of unpaid Assessments and other charges, if any, and no lien shall attach to such Lot in excess of the amount set forth in such statement, except for Assessments and other charges which accrue or become due after the date

thereof. The lien provided for in this Section may be foreclosed by the Association in any manner provided or permitted for the foreclosure of mortgages in the State of Nebraska.

5. Owner's Acts or Default Causing Repairs the Facilities or Temporary Access Road. If any damage, or the necessity for any maintenance, repairs or replacements, to the Facilities, Temporary Access Road or any other Improvements which are the responsibility of the Association are caused by or result or arise from or out of any breach of or default under this Declaration, or otherwise by the acts or omissions of an Owner (including one or more of its Occupants or other Persons for whom such Owner or Occupant(s) may be responsible) the remediation of which would otherwise be a Common Expense, then such Owner (immediately upon receipt of a statement from the Association of the estimated cost for such damage, maintenance, repairs and replacements) shall pay such estimated amount to the Association and, upon receipt of any additional statement(s), shall pay to the Association all additional amounts which exceed the original estimated costs immediately upon completion of such work. Such Owner shall be provided a refund for any amount paid by such Owner which exceeds the total cost of such maintenance, repairs or replacements. The amount payable for such maintenance, repairs or replacements, together with interest at the Prime Rate from the date of Owner's receipt of a statement therefor from the Association, plus collection costs and attorneys' fees, shall be secured by a lien against such Owner's Lot in the same manner as the lien provided in Section 4.d), and subject to the remedies provided in this Declaration. Notwithstanding the foregoing, such Owner shall not be obligated to pay the Association for the cost of such maintenance, repairs or replacements to the extent such cost is covered by insurance proceeds received by the Association from any insurance policy maintained by the Association.

6. Destruction, Condemnation and Restoration of the Facilities or Temporary Access Road. In the event of any damage or destruction to or the condemnation of any portion of the Facilities, Temporary Access Road or other Improvements for which the Association is responsible, to the extent restoration is not the obligation or responsibility of the City or any other public entity, restoration shall be undertaken by the Association as a Common Expense at least to the extent of removing all evidence of the damage or destruction and causing such areas to be capable of continued use as intended for the benefit of the Property. Such restoration shall be performed substantially in accordance with this Declaration and plans and specifications approved by Association.

7. Continued Existence of Association. If at any time the Association shall cease to exist, the Easements granted herein, as well as any other easements and benefits, shall continue in effect, unless previously or otherwise terminated, and the maintenance of the Facilities and Temporary Access Road, if applicable, along with all other obligations of the Association under this Declaration shall be the responsibility of the Owners, and each Owner shall be entitled to enforce this Declaration and to pursue contribution from the Owners and, in the same manner as provided for the Association, file a lien against each Lot for its Owner's Share of the expenses incurred by such Lot Owner(s) undertaken to fulfill any responsibilities or obligations under this Declaration.

8. Period of Declarant Control. The Period of Declarant Control shall end when Declarant has no fee title ownership interest in any portion of the Property. Thereafter, the rights of the Declarant shall inure to the Association.

9. Insurance.

a) In General. With respect to the Association's interest in any Easement or Improvements hereunder, if any, the Association may obtain and maintain any bonds or policy of insurance containing provisions as the Association may consider consistent with good business practice. The cost and expense of all such bonds and insurance shall be a Common Expense.

b) Receipt and Application of Insurance Proceeds. All insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by the Association for the benefit of all Owners of all or any part of the Property as their respective interests may appear. The Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it. Such funds shall be disbursed in accordance with the following priorities, subject to such evidence of application as the Association shall require, and shall be applied by the Association first, to the Association for the purpose of restoration as provided in Section 6 and the balance, if any, to the Owners, or Persons whom the Association determines are legally or equitably entitled thereto.

10. The Association.

a) In General. The Association has been formed to serve as the governing body for all of the Owners for the protection, improvement, maintenance, repair, replacement, administration and operation of the Easements, and such other improvements within or serving the Property, and services for utilities or snow removal or otherwise to be maintained or provided

by the Association as may be necessary or desirable from time to time, the assessment of Common Expenses, payment of losses, disposition of insurance proceeds received by the Association and other matters as provided in this Declaration and the Constituent Documents. Whether or not so specified in this Declaration, all rights, powers, authority, affairs, obligations and other responsibilities of the Association shall be exercised and controlled by the Board, unless specifically provided by this Declaration or the Constituent Documents to be that of the Owners or the members of the Association.

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

c) Voting Rights of Members/Owners. There shall be 100 votes within the Association which shall be divided among all of the Lots Pro Rata rounded to the nearest hundredth of a vote. The initial Pro Rata schedule is attached at Exhibit 8. Notwithstanding that each Owner shall be a member of the Association, the Owner(s) of each Lot shall collectively have only the number of votes allocated to the Lot based on its Pro Rata share in the votes. Such voting rights shall be exercised by a single representative of the Owner(s) of the Lot who has been designated for such purpose in a written notice received by the Association. If any Lot has more than one Owner and all of the Lot's Owners fail to appoint a single representative in the manner provided above, such Owner(s) shall not be entitled to vote until such a representative is so appointed. If any other property owners are permitted to use the Facilities as provided in this

Declaration, such owners shall be entitled to vote only on matters affecting the Facilities and the division of votes on such matters shall be Pro Rata taking into consideration such other property owner(s).

d) Required Votes. The Owners and members of the Association shall be entitled to vote on any matter that requires a vote of the Owners or the members of the Association under this Declaration or the Constituent Documents, subject to Section 4.d) and the Constituent Documents. Except as otherwise provided in this Declaration or the Constituent Documents, the affirmative vote of a majority shall be sufficient for the taking of any action by the Owners or the members of the Association.

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

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

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

11. Amendment. The provisions of this Declaration may also be changed, modified or amended as follows: (a) Sections 3 and 11 may be amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than 90% of the outstanding votes, and (b) all other provisions shall be amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than 75% of the outstanding votes. Any such instrument shall be promptly delivered to the Association and recorded in the Records by the Association. Notwithstanding anything contained herein to the contrary, if this Declaration or the Constituent Documents require the consent or agreement of a majority or other specified percentage of the votes of the Owners

and/or any other Persons having any interest in the Property for any such amendment or for any action specified in this Declaration, then any instrument so amending this Declaration or any provision hereof or providing for such action shall be signed by such majority of Owners holding not less than such specified percentage. Any such change, modification, or amendment accomplished under any of the provisions of this Section 11 shall be effective upon recording in the Records of the instrument providing therefor, signed and acknowledged as herein provided.

12. Remedies.

a) In General. In the event that any Owner or the Association shall fail to comply with the provisions of this Declaration, the Constituent Documents or the rules and regulations of the Association, the Association or any Owner shall have each and all of the rights and remedies arising as a result of such failure under this Declaration, the Constituent Documents or such rules and regulations, and such other rights and remedies as may be available at law or in equity, and may prosecute any action or other proceedings against such Owner or the Association for enforcement of such provisions or foreclosure of any lien it may hold and the appointment of a receiver for the Lot, or damages, or injunctive relief, or specific performance, or judgment for payment of money and collection thereof, or any combination of such remedies or any other, and further relief which may be available at law or in equity. The proceeds of any foreclosure sale shall first be applied to discharge court costs, other litigation costs, including, without limitation, reasonable attorneys' fees and all other expenses of the proceeding and sale. The remainder of such proceeds shall be applied first to the payment of any unpaid Assessments or other charges, together with interest thereon and any late charges and the satisfaction of any other damages and any balance shall be paid to the party legally entitled thereto. Upon the confirmation of the sale, the purchaser of such Lot shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of assistance for the purpose of acquiring such possession. The purchaser at any such sale shall take the Lot sold subject to this Declaration. All expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Prime Rate from the date incurred until paid, shall be secured by a lien against the Lot of such defaulting Owner as provided in Section 4.d) hereof and subject to the remedies provided herein.

b) Limitation on Personal Liability. Notwithstanding anything contained herein to the contrary, neither PFI (including its officers or shareholders) nor the Association nor any member of the Board shall have any liability (except to the extent such liability is proximately caused by the gross negligence or willful misconduct of any such Person) to any Owner, Occupant or any other Person arising under, in connection with or resulting from (including, without limitation, resulting from any act or failure to act with respect to) this Declaration. The provisions of this Section 12.b) shall not, however, apply to the obligations of PFI as an Owner of a Lot to pay any Assessments made by the Association in accordance with the provisions hereof, which obligations shall be the same as any other Owner. In no event shall a director or officer of the Association be liable to the Association, any Owner, any Member of the Association, or anyone else for any action taken or not taken as a director or officer, as the case may be, of the Association if the director or officer acted in compliance with Section 21-1986 (in the case of a director) or Section 21-1992 (in the case of an officer) of the Nebraska Non-Profit Corporation Act.

With respect to the Facilities, the Owner of Lot 4 and Lot 4 shall be treated the same as other Owners and Lots with respect to any expenses, damages, liabilities, and repairs and maintenance obligations, and the Association shall indemnify and hold the Owner of Lot 4 and Lot 4 harmless from any such costs, expenses, liabilities and obligations relating to the Facilities above and beyond its obligations as merely another Lot and Owner benefitted and burdened by this Declaration, unless caused by the gross negligence or willful misconduct of the Owner of Lot 4 or any of its Occupants. Upon the failure of the Association to indemnify, defend, and hold harmless the Lot 4 Owner, the Owners of the Lots shall do so Pro Rata.

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

13. Miscellaneous.

a) Notices; Approvals. All notices provided for in this Declaration and the Constituent Documents shall be in writing and delivered personally or sent prepaid by United States first-class certified mail, an express delivery service which guarantees next-business-day delivery, or facsimile transmission to (i) in the case of the Association or the Board, the address to which payments of Assessments are then sent; and (ii) in the case of an Owner, the address where the Owner receives real estate tax statements for such Lot. The Association or the Board may designate a different address or addresses to which notices shall be sent from time to time by giving written notice of such change of address to all Owners. Any Owner may also designate a different address to which notices shall be sent by giving written notice of his change of address to the Association. Notices shall be deemed delivered (a) when delivered in person; (b) on the date of the certification receipt in the case of notice given by certified mail; (c) one (1) business day after delivery to an express delivery service in time for next-business-day delivery; or (d) the facsimile confirmation date.

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

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

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



e) Binding Effect; Release on Transfer. Each grantee of PFI or the Association by the acceptance of a deed of conveyance, each purchaser under any agreement and contract or similar agreement of sale by execution of such agreement for sale, and each Mortgagee by the acceptance of any instrument conveying any interest in the Property as security for the performance of an obligation, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitude and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any Person having at any time any interest or estate in the Property. Upon the transfer by an Owner to a new Owner of all or any portion of the fee simple interest in the transferring Owner's Lot (but not upon any transfer in the nature of a lease, mortgage, easement or similar instrument that does not create a new Owner), the transferring Owner shall be released from all liabilities and obligations accruing under this Declaration with respect to the transferred Property from and after the date of such transfer, but such transferring Owner shall remain liable for all liabilities and obligations which accrued hereunder prior to such transfer.

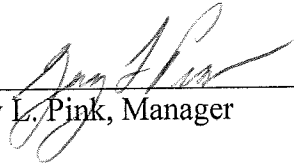
f) Waiver. Any right or remedy provided for in this Declaration shall not be deemed to have been waived by any act or omission, including any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specifying the waiver of such right or remedy and executed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

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

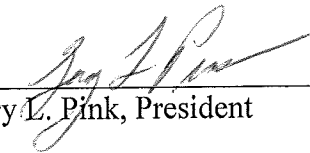
h) Miscellaneous. All captions in this Declaration are meant for convenience only and shall not be used in the construction of this Declaration. All references in the Declaration to "Section(s)" shall mean Section(s) of this Declaration unless the context otherwise requires. Whenever used in this Declaration,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

IN WITNESS WHEREOF, the parties have executed this Declaration as of January 11, 2017.

PINK FAMILY INVESTMENTS, LLC, a Nebraska limited liability company

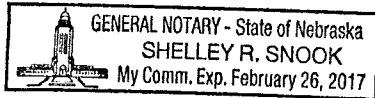
By:   
Gary L. Pink, Manager

PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION, a Nebraska non-profit corporation

By:   
Gary L. Pink, President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

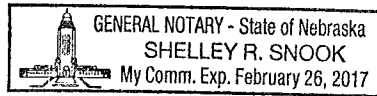
The foregoing instrument was acknowledged before me on January 11, 2017, by Gary L. Pink, Manager of Pink Family Investments, LLC, a Nebraska limited liability company.

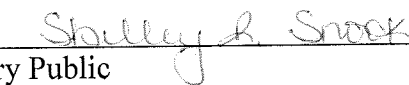


  
Notary Public

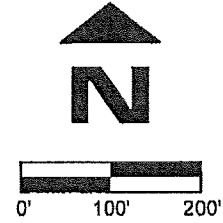
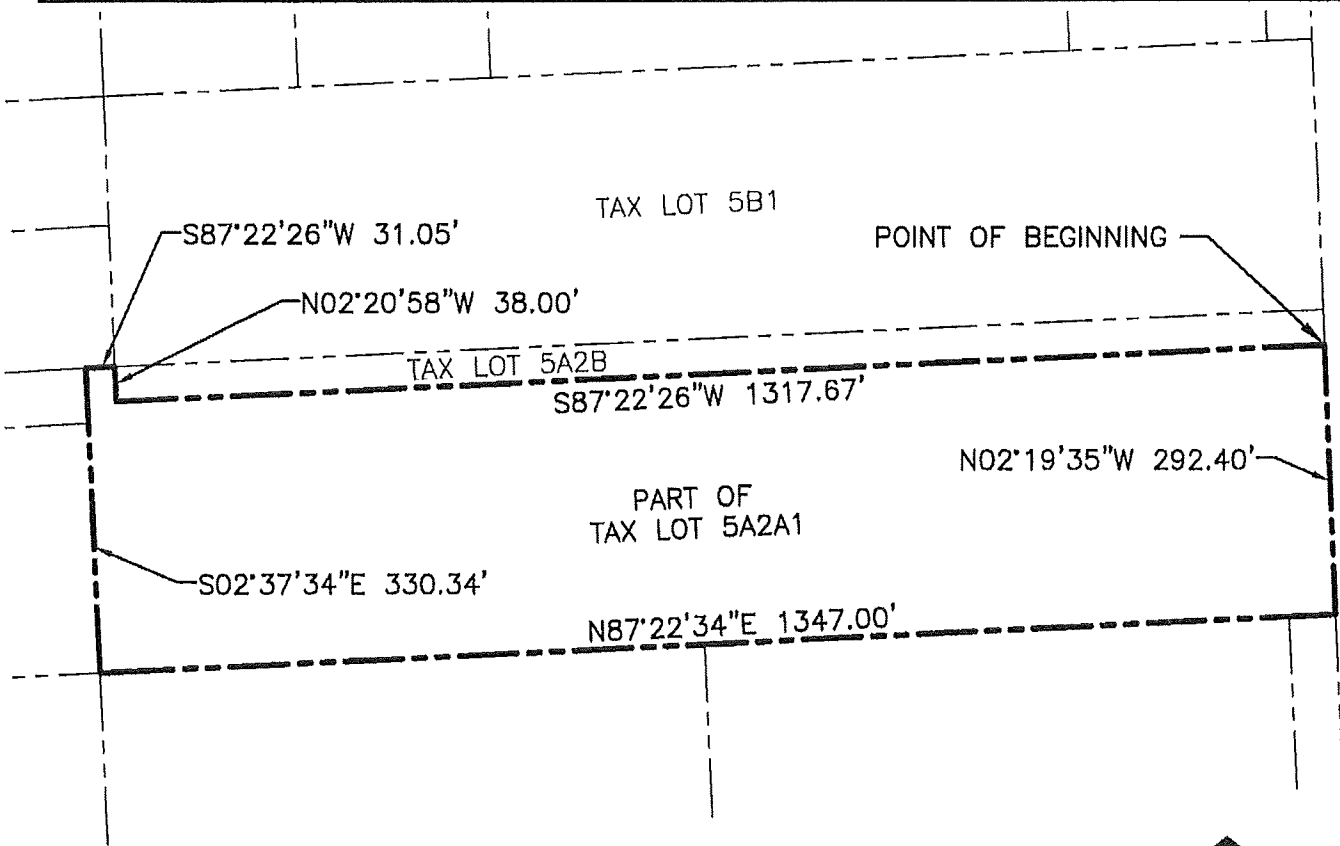
STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on January 11, 2017, by Gary L. Pink, President of Pink Industrial Park 2 Owners Association, on behalf of said association.



  
Notary Public





**LEGAL DESCRIPTION**

THAT PART OF TAX LOT 5A2A1 IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 19, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF TAX LOT 5A2B IN SAID SE 1/4;  
 THENCE S87°22'26" W (ASSUMED BEARING) 1317.67 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2B TO THE SOUTHWEST CORNER THEREOF;  
 THENCE N02°20'58" W 38.00 FEET ON THE WEST LINE OF SAID TAX LOT 5A2B;  
 THENCE S87°22'26" W 31.05 FEET;  
 THENCE S02°37'34" E 330.34 FEET TO THE SOUTH LINE OF SAID TAX LOT 5A2A1;  
 THENCE N87°22'34" E 1347.00 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2A1 TO THE SOUTHEAST CORNER THEREOF;  
 THENCE N02°19'35" W 292.40 FEET ON THE EAST LINE OF SAID TAX LOT 5A2A1 TO THE POINT OF BEGINNING.

CONTAINING 9.07 ACRES MORE OR LESS.



Job Number: 1042-124 EX 1  
 thompson, dreessen & dornier, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: 08/30/2018  
 Drawn By: MRS  
 Reviewed By: DHN  
 Revision Date:

**EXHIBIT 2**

Phase 2 Legal Description

Book  
 Page

Return to:

CROKER, HUCK, KASHER, DeWITT,  
ANDERSON & GONDERINGER, L.L.C.  
2120 SOUTH 72 STREET, SUITE 1200  
OMAHA, NE 68124-2356

### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Pink Family Investments, LLC, a Nebraska limited liability company (hereafter "Declarant") together with those other parties signing below, hereby declare that the following covenants, conditions and restrictions are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

Lots 1 through 8, inclusive, Pink Industrial Park 2, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said Lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any property owner's association for the above real estate, including, but not limited to the Pink Industrial Park 2 Owners Association (the "Association"), or any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him, her, or them from so doing and to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

1. Limitations as to Type of Construction. All buildings erected on said lots shall be approved by Declarant during the first seven years from the date of filing hereof. The exterior front wall of all improvement shall be constructed with only approved masonry construction such as brick, stone, or painted or colored architectural concrete over a steel or concrete frame, or with glass with aluminum frames.

2. Approval of Plans. Before commencing the construction, grading, excavation for, or alteration of buildings, enclosures, fences, landscaping, signs, grading or drainage work, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to any site or lot, the property owner shall first submit site plans or plans and specifications thereof to Declarant for its written approval. Declarant shall have the right to require such documents, materials, drawings or other clarification as it shall determine to be necessary to consider the subject building project. In the event that Declarant shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. This approval covenant shall expire when the last lot has been initially built upon.

Upon the termination of the Period of Declarant Control (as defined in the Grant of Easements and Declaration of Covenants, Conditions and Restrictions recorded on or about the same date hereof), the right of approval of Declarant (including disapproval) as to various items in these covenants shall inure to the benefit the Association and any other references to Declarant in this covenants shall be deemed to refer to the Association.

3. Building Set-Backs. There shall be a minimum set-back of 70 feet from all public streets. There shall otherwise be a minimum side yard and rear yard set-back of 10 feet from the respective lot line. The minimum distance between any two buildings on the same tract shall be 20 feet.

4. Landscaping. The front yard shall be landscaped and properly maintained as a lawn area with underground sprinkler system in use at all times, except that part used for driveways or parking, provided, however that no part thereof may be used for driveways or parking without the prior approval of Declarant. Prior to original construction on any lot, Owner shall submit a landscaping plan for approval by Declarant which landscaping shall be maintained at all times by the then owner of the lot.

5. Compliance with Government Regulations, Etc. The owner of any site or lot shall at all times keep the premises, buildings, landscaping, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, and fire requirements and regulations. Every owner will remove at its own expense any rubbish, debris or trash of any character whatsoever which may accumulate outside the building on its lot. In the event said owner fails to comply with any or all of the aforesaid requirements, or if it fails to establish or maintain the lawn area required by Paragraph 4 hereof, then after 10 days written notice to said owner, Declarant shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner, which shall be a lien on said lot if not paid within 15 days of submission of a bill to said owner.

6. Outside Storage or Display. No articles of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building unless it be screened by fences, walls or plantings. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property. No area outside the confines of a walled building shall be used to display any article of merchandise held for the purpose of sale. No outside storage shall be permitted closer to any street than the building set-back requirement without prior written approval of Declarant.

7. Parking Facilities. All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall be sufficient at all times to conduct maximum business on each individual tract. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with a suitable dustless material.

8. No Temporary Structures. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto any lot or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the Declarant. A building upon which construction has begun must be completed within one (1) year from the date the foundation was dug for said building.

9. No Offensive Usages. No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the area comprised of Lots 1-8, inclusive, of Pink Industrial Park 2, by reasons of the unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

10. Erection of Signs. No owner, lessee or occupant of any lot shall use, or permit to be used, any portion of the property under his control for the erection of signs, billboards or displays, other than those directly connected with the business operated on said site. No signs shall be erected or maintained on the roof of any building. Written approval is required prior to the erection or modification of any sign, other than a sign attached to a building and identifying the address and/or the occupant thereof.

11. No Reception Devices. No radio, television, satellite reception dish or any other device for the reception or transmission of television, radio, microwave or any other form of electromagnetic radiation shall be placed upon any lot which is visible from any of the other lots, unless eighteen inches or less in diameter.





**PROJECT INFORMATION**

Legal Description:

Lots 1 through 8 inclusive, Pink Industrial Park 2, All in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

Property Address:

S 124<sup>th</sup> and Valley Ridge Drive  
Omaha, NE 68128

Subdivision Name:  
Section:

Pink Industrial Park 2  
SE 19-14-12

**APPLICANT INFORMATION**

Business Name:  
Business Address:

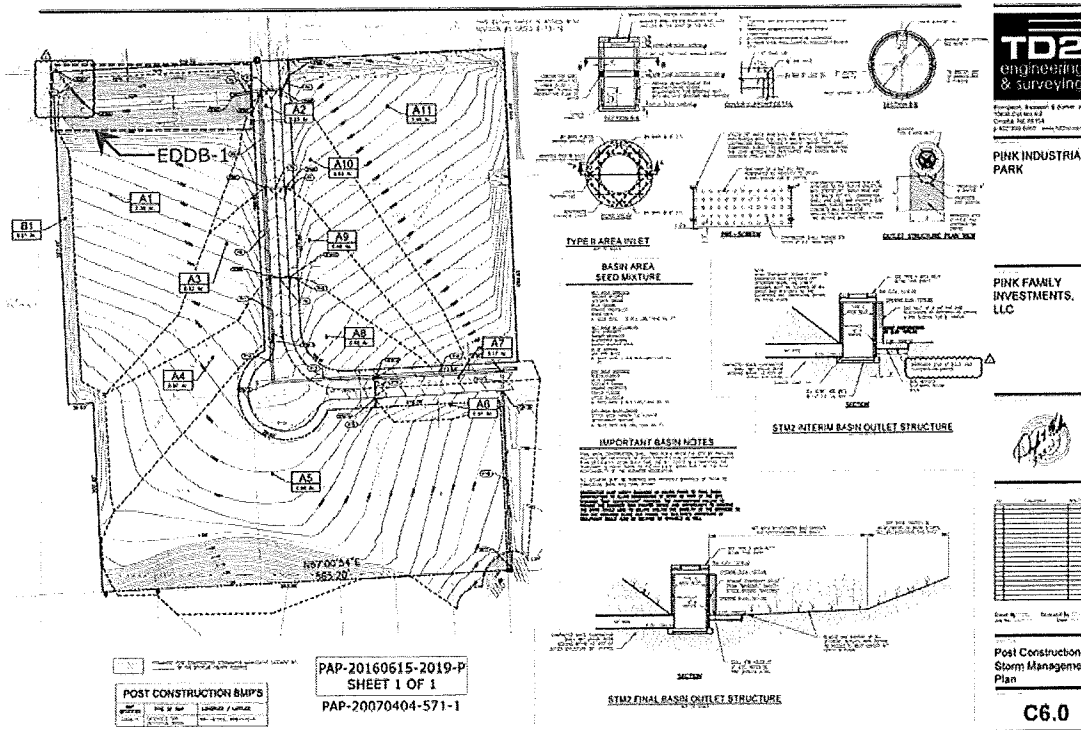
**Pink Family Investments, LLC.**  
4920 South 66<sup>th</sup> Plaza  
Omaha, NE 68117

Representatives Name:  
Representative's Email:  
Representative's Phone:

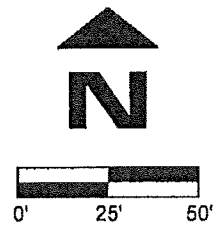
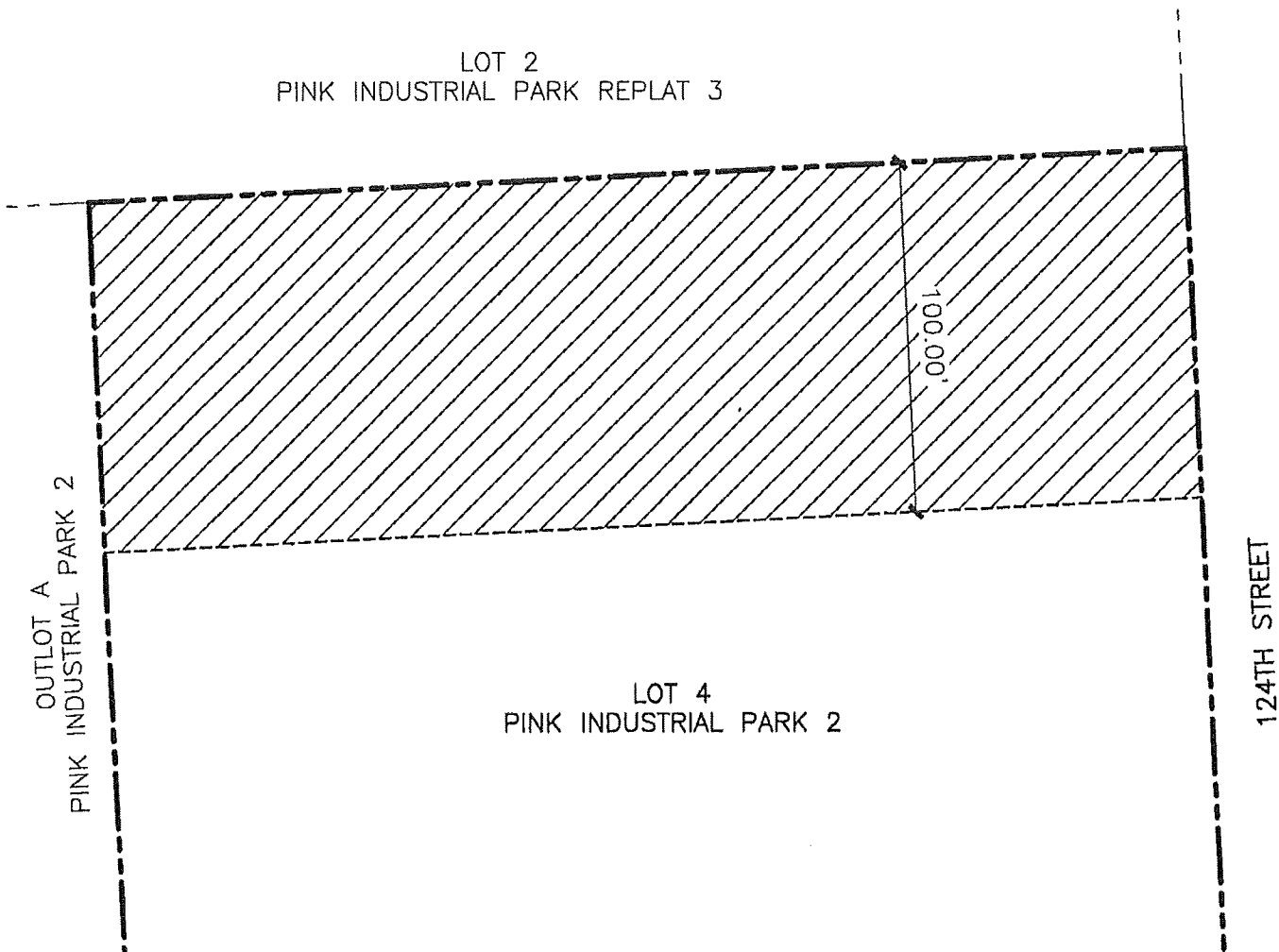
Gary Pink, Manager  
gary@pinkgrading.com  
402-592-1034

**BMP INFORMATION**

Name	Description	Latitude/Longitude
EDDB-1	Extended Dry Detention Basin	N41.167292, W96.107014



**EXHIBIT 4**



**LEGAL DESCRIPTION**

THE NORTH 100.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



Job Number: 1042-121 EX 3  
thompson, dreessen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: 09/12/2016  
Drawn By: MRS  
Reviewed By: RMK  
Revision Date:

Book  
Page

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,  
ANDERSON & GONDERINGER, L.L.C. (RLA)  
2120 S 72 ST STE 1200  
OMAHA NE 68124

**FACILITIES EASEMENT - PERPETUAL**

KNOW ALL MEN BY THESE PRESENTS:

THAT **PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**, a Nebraska nonprofit corporation (hereinafter referred to as "Grantee"), its successors and assigns, perpetual easements over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easements are the following:

The ingress and egress to, and repair and maintenance of the stormwater management facilities as described in the Post Construction Stormwater Management Plan Maintenance Agreement (hereinafter the "PCSMP") executed 1-11, 2017, a copy of which is attached hereto as **Exhibit "B"**, attached hereto and incorporated herein by this reference (including but not limited to the detention basins for the detention of surface storm waters) over and upon the described real property. No building or other obstruction shall be built thereon during the period of this easement.

The Grantee and its contractors and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement, including but not limited to the duties set forth in the

PCSMP and the Grant of Easement and Declaration of Covenants, Conditions and Restrictions recorded on or about the same date hereof.

By accepting and recording this perpetual easement grant, Grantee agrees forthwith to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction of the stormwater management facilities.

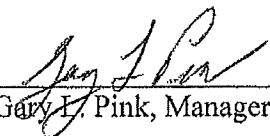
Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easements; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto and shall run with the land. The members of the Grantee are the owners of Lots 1-8 of Pink Industrial Park 2, a Subdivision in Sarpy County, Nebraska, who are intended third party beneficiaries of this easement and who are entitled to enforce the terms of this easement in addition to Grantee, as well as any other property which may be permitted to use the easement pursuant to the terms of the Grant of Easements and Declaration of Covenants, Conditions and Restrictions recorded on or about the same date hereof.

The doctrine of merger is hereby specifically negated and the easements granted herein shall be valid notwithstanding the fact that the benefitted and burdened lots may have common ownership.

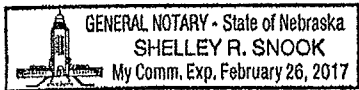
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 11 day of January, 2017.

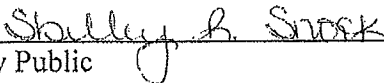
**PINK FAMILY INVESTMENTS, LLC**

By:   
Gary L. Pink, Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2017, by Gary L. Pink, Manager of **PINK FAMILY INVESTMENTS, LLC** a Nebraska limited liability company, on behalf of the company.



  
Notary Public

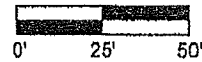
LOT 2  
PINK INDUSTRIAL PARK REPLAT 3

OUTLOT A  
PINK INDUSTRIAL PARK 2

LOT 4  
PINK INDUSTRIAL PARK 2

124TH STREET

100.00'



**LEGAL DESCRIPTION**

THE NORTH 100.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



Job Number: 1042-121 EX 3  
thompson, dreesen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: 09/12/2016  
Drawn By: MRS  
Reviewed By: RMK  
Revision Date:

**EXHIBIT A**

Book  
Page

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN  
MAINTENANCE AGREEMENT FOR PAP-20160615-2019-P**

**WHEREAS, Pink Family Investments, LLC**, its successors or assigns, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Pink Industrial Park 2** located in the jurisdiction of City of Papillion, Nebraska; and,

**WHEREAS, Pink Family Investments, LLC**, its successors or assigns, is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A and Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

**WHEREAS, Pink Industrial Park 2 Owners Association**, (hereinafter referred to as the "Owners Association") is a Nebraska non-profit corporation established to administer the affairs of the property owners in Pink Industrial Park 2, including but not limited to the duties for post construction maintenance contained in this Agreement; and

**WHEREAS, City of Papillion** (hereinafter referred to as "the City") requires and the Owners Association and the Owner, and their respective administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS, the Post Construction Stormwater Management Plan, PAP-20160615-2019-P**, (hereinafter referred to as "PCSMP"), shall be constructed by Owner and maintained by the Owners Association, its administrators, executors, successors, heirs, or assigns, and

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Owner and the Owners Association agree as follows:

1. The facility shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City or its designee.
2. The Owner must develop and provide the "BMP Maintenance Requirements", per the attached Exhibit "B", which have been reviewed and accepted by the City or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City for a period of three (3) years.

**EXHIBIT B**

3. The Owner, its administrators, executors, successors, heirs, or assigns, shall construct and the Owners Association, its administrators, executors, successors, heirs, or assigns, shall perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City or its designee.
4. The Owners Association, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owners Association copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Owners Association to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Owners Association harmless from any damage by reason of the City's or its employees, contractors or agents negligent acts during such entry upon the property.
5. The Owners Association its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within a reasonable time frame agreed to in the response by the Owners Association for corrective actions, or shall fail after 30 days' notice from City to Owners Association, to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all reasonable repairs, and to perform all reasonable maintenance, construction and reconstruction. Notwithstanding the foregoing, the City shall indemnify and hold the Owners Association harmless from any damage by reason of the City's or its employees, contractors or agents negligence during such entry upon the property.
6. The City or its designee shall have the right to recover from the Owners Association, and the property owners in Pink Industrial Park 2, for their respective prorata share, any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Owners Association, and the property owners in Pink Industrial Park 2, for their respective prorata share, to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees, if allowed by law, shall be added to the recovery to the successful party.
7. The Owners Association shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities, unless caused by the City or its employees, contractors or agents.
8. The Owners Association, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner unless caused by the City or its employees, contractors or agents. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owners Association and the Owners Association shall defend at its own expense any suit unless caused by the City or its employees, contractors or agents, in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Owners Association, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owners Association shall pay for all costs and expenses in connection herewith except to the extent of the negligent or wrongful act of the City.
9. Neither the Owners Association nor any property owner shall in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Owners Association, its administrators, executors, successors, heirs, or assigns, including any property owners in Pink Industrial Park 2, or any business association, and any other successors in interest.

Dated this 11 day of January, 2017.

By: Pink Family Investments, LLC, Owner

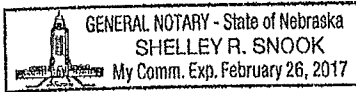
by: *Gary Pink*  
Gary Pink, Manager

By: Pink Industrial Park 2 Owners Association,

by: *Gary Pink*  
Gary Pink, President

State of Nebraska            )  
  )ss.  
County of Douglas         )

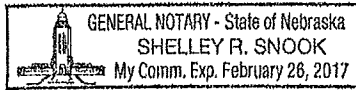
The foregoing agreement was acknowledged before me this 11<sup>th</sup> day of January, 2017 by Gary Pink, Manager of Pink Family Investments, LLC.



*Shelley R. Snook*  
Notary Public

State of Nebraska            )  
  )ss.  
County of Douglas         )

The foregoing agreement was acknowledged before me this 11<sup>th</sup> day of January, 2017 by Gary Pink, President of Pink Industrial Park 2 Owners Association.



*Shelley R. Snook*  
Notary Public



**EXHIBIT 'A'**

**PROJECT INFORMATION**

Legal Description: Lots 1 through 8 inclusive, Pink Industrial Park 2, All in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

Property Address: S 124<sup>th</sup> and Valley Ridge Drive  
Omaha, NE 68128

Subdivision Name: Pink Industrial Park 2

Section: SE 19-14-12

**APPLICANT INFORMATION**

Business Name: **Pink Family Investments, LLC.**

Business Address: 4920 South 66<sup>th</sup> Plaza  
Omaha, NE 68117

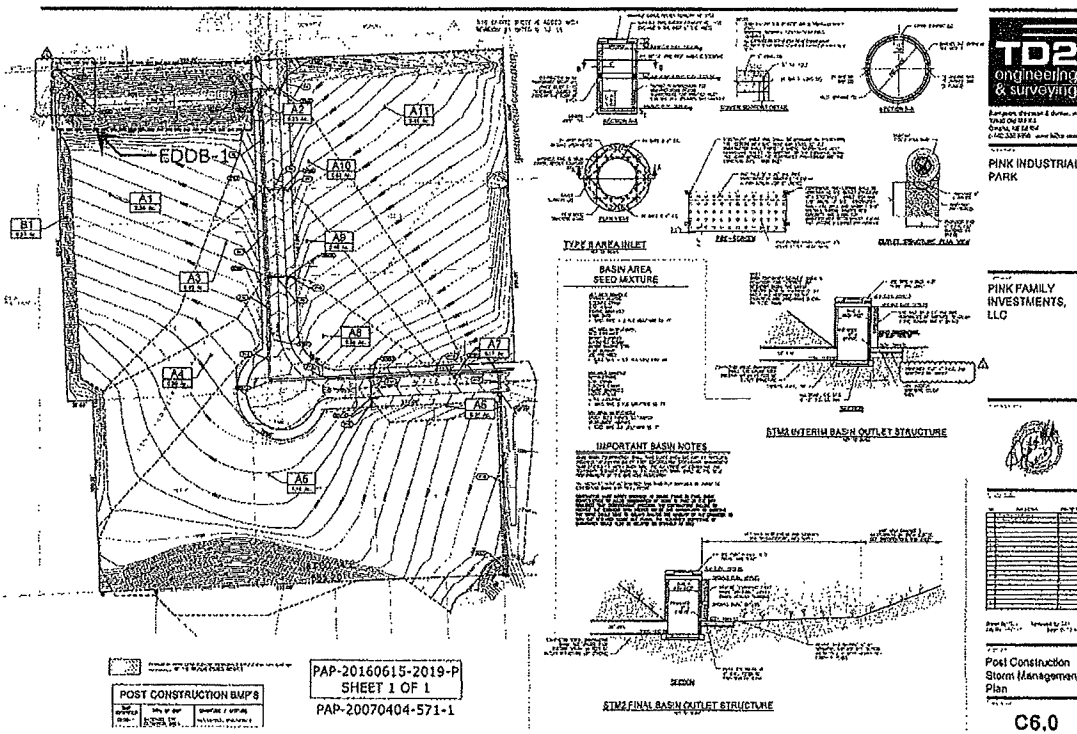
Representatives Name: Gary Pink, Manager

Representative's Email: gary@pinkgrading.com

Representative's Phone: 402-592-1034

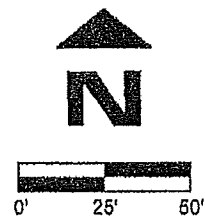
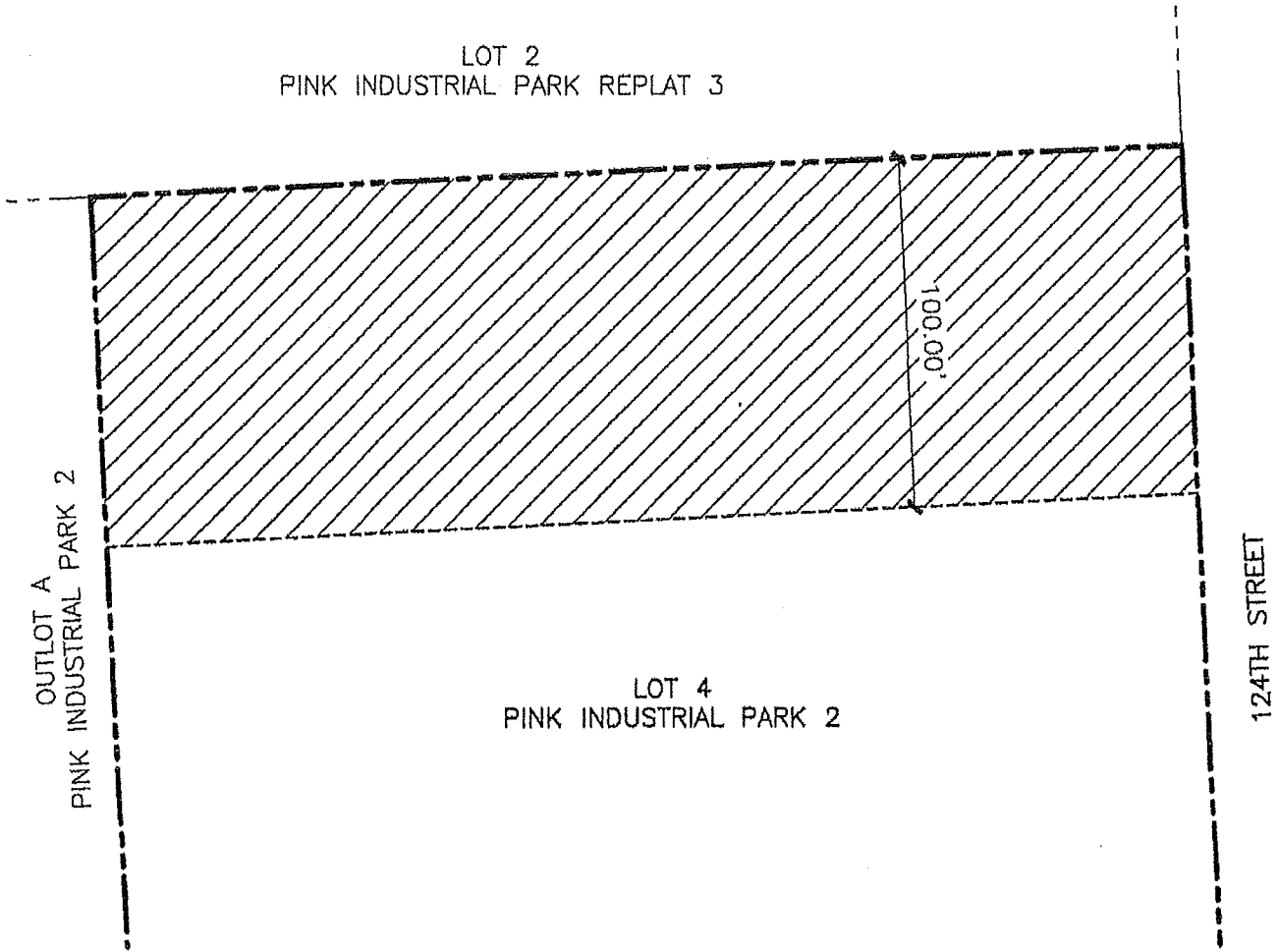
**BMP INFORMATION**

Name	Description	Latitude/Longitude
EDDB-1	Extended Dry Detention Basin	N41.167292, W96.107014



**Exhibit "A-1"**

LOT 2  
PINK INDUSTRIAL PARK REPLAT 3



**LEGAL DESCRIPTION**

THE NORTH 100.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



Job Number: 1042-121 EX 3  
thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: 09/12/2016  
Drawn By: MRS  
Reviewed By: RMK  
Revision Date:

**EXHIBIT "A-1"**

Book  
Page

**Exhibit "B"**  
**BMP Maintenance Plan**  
**Pink Industrial Park 2**  
**S 124<sup>th</sup> Street and Valley Ridge Road**  
**Omaha, Ne 68128**  
**PAP-20160615-2019-P**

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
EDDB-1	See Exhibit 'A'	See Exhibit 'A-1'

II. BMP SITE LOCATION MAP  
 See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

Short Term: Year 1 – Year 3 (Post-Installation)

1. Water young plants and seedlings a minimum of weekly for the first three months. Watering may be required more frequently during the summer months (June through August) during the first year. Try to maintain at least a 70-percent vegetation density to ensure stability.
2. Eliminate weeds using spot application of herbicide throughout the first year.
3. Check for signs of erosion or instability and make sure that aesthetics are maintained throughout the BMP footprint
4. After rainfall equaling or exceeding 0.5 in.:
  - a. Ensure that vegetation and other erosion stabilizing mechanisms are intact and check inlet/outlet structures and surrounding area for signs of erosion or instability.
  - b. Inspect all inlet/outlets and repair or restore clogged flow structures as needed.
  - c. Remove sediment and debris from pretreatment BMPs or forebay.
  - d. Confirm drainage system functions and bank stability.
5. At one year after installation, inspect vegetation and all other supporting structure. Replace dead plants and remove invasive plant species.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

Long Term: Year 3 – later

1. In early spring, mow or trim vegetation to a height of no less than 6 in. Remove accumulated debris.
2. Inspect vegetation one to two times each year and remove weeds and invasive species.
3. Trim back or remove overgrown vegetation.
4. Repair or restore clogged flow structures as needed.
5. At least twice a year, check for subsidence, erosion, cracking/tree growth on the embankment, sediment accumulation around the outlet, and erosion within the basin and banks.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

IV. MAINTENANCE INSPECTION REPORTS

Annual maintenance inspection reports must be commissioned by the Owners Association and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the Owners Association for a minimum of five years.

**Note:** Per City of Papillion requirements, annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN  
MAINTENANCE AGREEMENT FOR PAP-20160615-2019-P**

**WHEREAS, Pink Family Investments, LLC**, its successors or assigns, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Pink Industrial Park 2** located in the jurisdiction of City of Papillion, Nebraska; and,

**WHEREAS, Pink Family Investments, LLC**, its successors or assigns, is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A and Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

**WHEREAS, Pink Industrial Park 2 Owners Association**, (hereinafter referred to as the "Owners Association") is a Nebraska non-profit corporation established to administer the affairs of the property owners in Pink Industrial Park 2, including but not limited to the duties for post construction maintenance contained in this Agreement; and

**WHEREAS**, City of Papillion (hereinafter referred to as "the City") requires and the Owners Association and the Owner, and their respective administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, **PAP-20160615-2019-P**, (hereinafter referred to as "PCSMP"), shall be constructed by Owner and maintained by the Owners Association, its administrators, executors, successors, heirs, or assigns, and

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Owner and the Owners Association agree as follows:

1. The facility shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City or its designee.
2. The Owner must develop and provide the "BMP Maintenance Requirements", per the attached Exhibit "B", which have been reviewed and accepted by the City or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City for a period of three (3) years.

3. The Owner, its administrators, executors, successors, heirs, or assigns, shall construct and the Owners Association, its administrators, executors, successors, heirs, or assigns, shall perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City or its designee.
4. The Owners Association, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owners Association copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Owners Association to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Owners Association harmless from any damage by reason of the City's or its employees, contractors or agents negligent acts during such entry upon the property.
5. The Owners Association its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within a reasonable time frame agreed to in the response by the Owners Association for corrective actions, or shall fail after 30 days' notice from City to Owners Association, to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all reasonable repairs, and to perform all reasonable maintenance, construction and reconstruction. Notwithstanding the foregoing, the City shall indemnify and hold the Owners Association harmless from any damage by reason of the City's or its employees, contractors or agents negligence during such entry upon the property.
6. The City or its designee shall have the right to recover from the Owners Association, and the property owners in Pink Industrial Park 2, for their respective prorata share, any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Owners Association, and the property owners in Pink Industrial Park 2, for their respective prorata share, to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees, if allowed by law, shall be added to the recovery to the successful party.
7. The Owners Association shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities, unless caused by the City or its employees, contractors or agents.
8. The Owners Association, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner unless caused by the City or its employees, contractors or agents. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owners Association and the Owners Association shall defend at its own expense any suit unless caused by the City or its employees, contractors or agents, in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Owners Association, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owners Association shall pay for all costs and expenses in connection herewith except to the extent of the negligent or wrongful act of the City.
9. Neither the Owners Association nor any property owner shall in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Owners Association, its administrators, executors, successors, heirs, or assigns, including any property owners in Pink Industrial Park 2, or any business association, and any other successors in interest.

Dated this 11 day of January, 2017.

By: Pink Family Investments, LLC, Owner

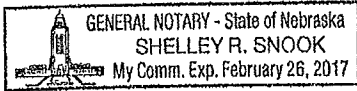
by: *Gary Pink*  
Gary Pink, Manager

By: Pink Industrial Park 2 Owners Association,

by: *Gary Pink*  
Gary Pink, President

State of Nebraska            )  
  )ss.  
County of Douglas         )

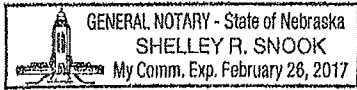
The foregoing agreement was acknowledged before me this 11<sup>th</sup> day of January, 2017 by Gary Pink, Manager of Pink Family Investments, LLC.



*Shelley R. Snook*  
Notary Public

State of Nebraska            )  
  )ss.  
County of Douglas         )

The foregoing agreement was acknowledged before me this 11<sup>th</sup> day of January, 2017 by Gary Pink, President of Pink Industrial Park 2 Owners Association.



*Shelley R. Snook*  
Notary Public

**EXHIBIT 'A'**

**PROJECT INFORMATION**

Legal Description: Lots 1 through 8 inclusive, Pink Industrial Park 2, All in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

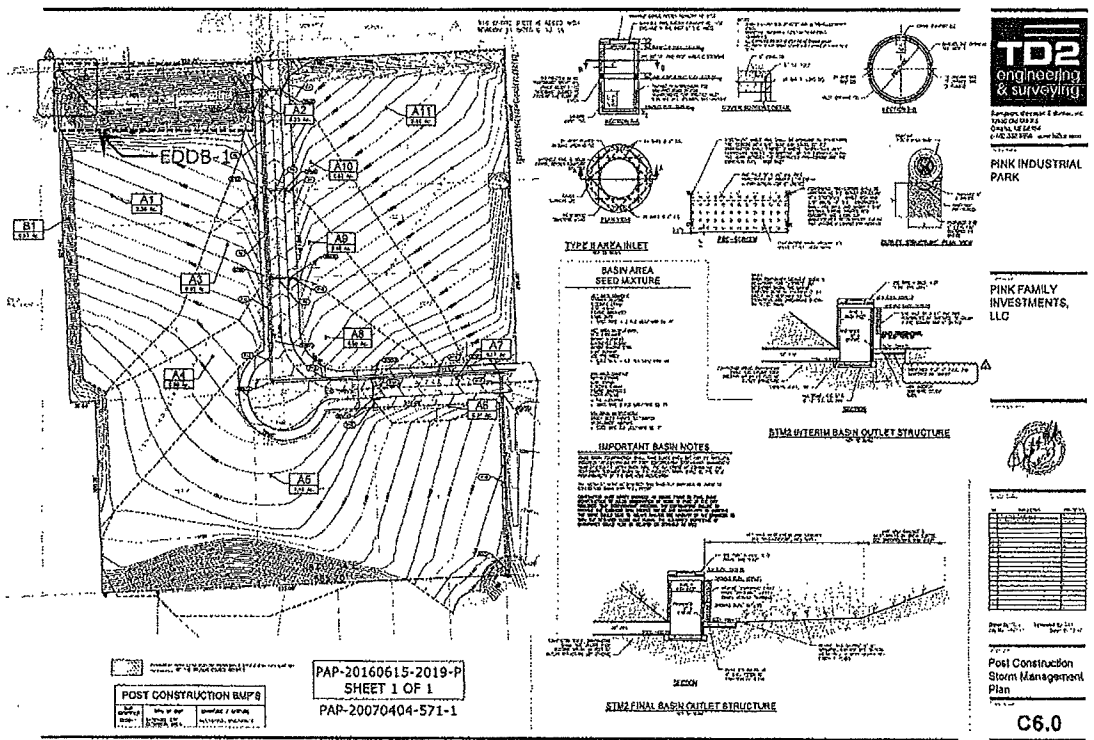
Property Address: S 124<sup>th</sup> and Valley Ridge Drive  
 Omaha, NE 68128  
 Subdivision Name: Pink Industrial Park 2  
 Section: SE 19-14-12

**APPLICANT INFORMATION**

Business Name: **Pink Family Investments, LLC.**  
 Business Address: 4920 South 66<sup>th</sup> Plaza  
 Omaha, NE 68117  
 Representatives Name: Gary Pink, Manager  
 Representative's Email: gary@pinkgrading.com  
 Representative's Phone: 402-592-1034

**BMP INFORMATION**

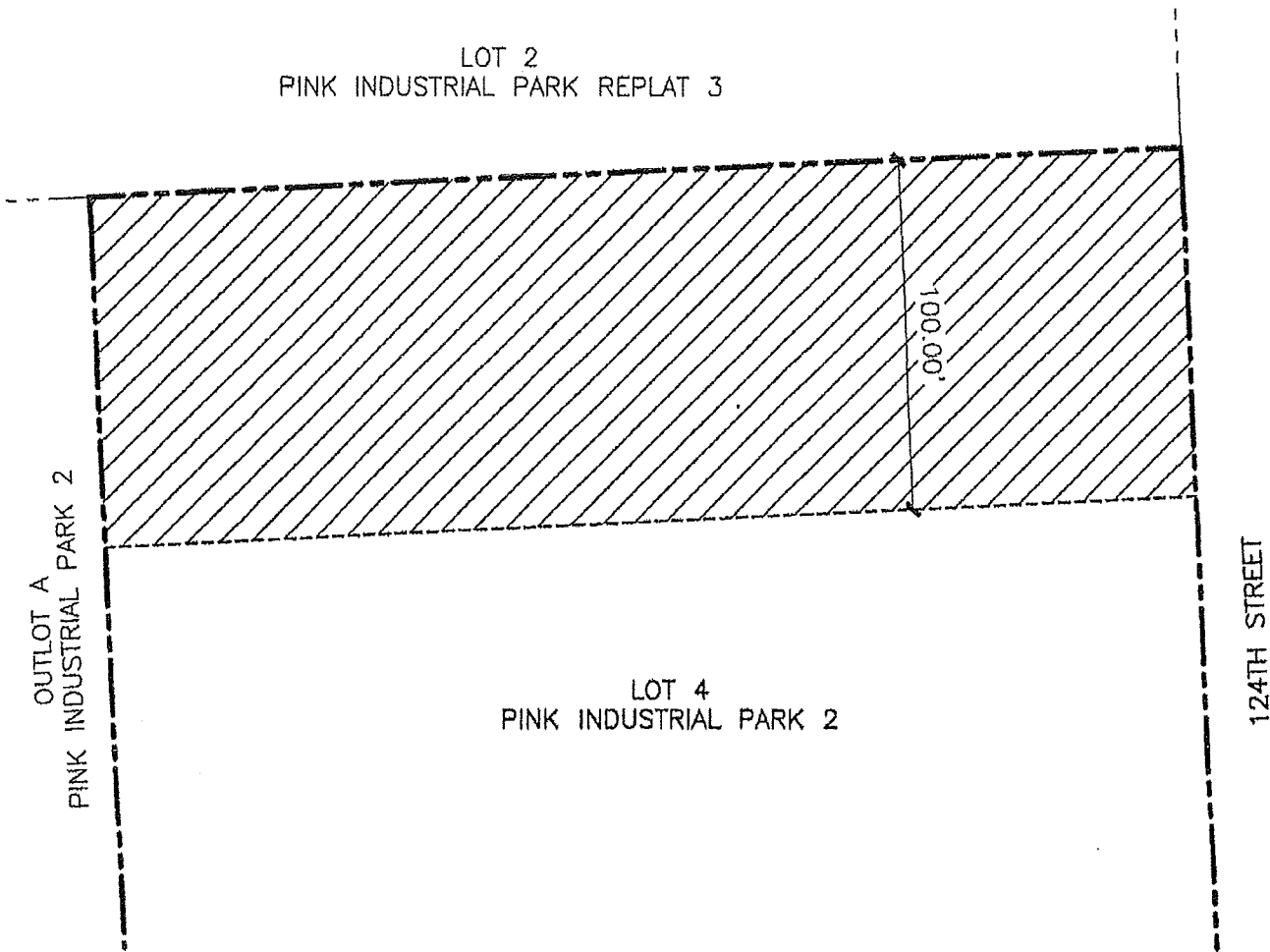
Name	Description	Latitude/Longitude
EDDB-1	Extended Dry Detention Basin	N41.167292, W96.107014



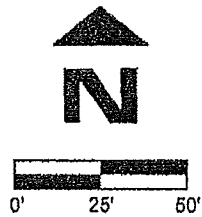


**Exhibit "A-1"**

LOT 2  
PINK INDUSTRIAL PARK REPLAT 3



LOT 4  
PINK INDUSTRIAL PARK 2



**LEGAL DESCRIPTION**

THE NORTH 100.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



Job Number: 1042-121 EX 3  
thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: 09/12/2016  
Drawn By: MRS  
Reviewed By: RMK  
Revision Date:

**EXHIBIT "A-1"**

Book  
Page

**Exhibit "B"**  
**BMP Maintenance Plan**  
**Pink Industrial Park 2**  
**S 124<sup>th</sup> Street and Valley Ridge Road**  
**Omaha, Ne 68128**  
**PAP-20160615-2019-P**

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
EDDB-1	See Exhibit 'A'	See Exhibit 'A-1'

II. BMP SITE LOCATION MAP

See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

Short Term: Year 1 – Year 3 (Post-Installation)

1. Water young plants and seedlings a minimum of weekly for the first three months. Watering may be required more frequently during the summer months (June through August) during the first year. Try to maintain at least a 70-percent vegetation density to ensure stability.
2. Eliminate weeds using spot application of herbicide throughout the first year.
3. Check for signs of erosion or instability and make sure that aesthetics are maintained throughout the BMP footprint
4. After rainfall equaling or exceeding 0.5 in.:
  - a. Ensure that vegetation and other erosion stabilizing mechanisms are intact and check inlet/outlet structures and surrounding area for signs of erosion or instability.
  - b. Inspect all inlet/outlets and repair or restore clogged flow structures as needed.
  - c. Remove sediment and debris from pretreatment BMPs or forebay.
  - d. Confirm drainage system functions and bank stability.
5. At one year after installation, inspect vegetation and all other supporting structure. Replace dead plants and remove invasive plant species.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

Long Term: Year 3 – later

1. In early spring, mow or trim vegetation to a height of no less than 6 in. Remove accumulated debris.
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3. Trim back or remove overgrown vegetation.
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IV. MAINTENANCE INSPECTION REPORTS

Annual maintenance inspection reports must be commissioned by the Owners Association and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the Owners Association for a minimum of five years.

**Note:** Per City of Papillion requirements, annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

## TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT MADE AND ENTERED INTO by and between **PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company (hereinafter referred to as "Grantor") and **PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**, a Nebraska nonprofit corporation (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the record title holder of the following described real property (hereinafter referred to as Parcel A attached as Exhibit 1):

WHEREAS, Grantee is the property owners association consisting of the record title holder or holders of the following described real property (hereinafter referred to as Parcel B):

Lots 1-8, inclusive, Pink Industrial Park 2, a subdivision in Sarpy County, Nebraska

WHEREAS, Grantee desires a temporary ingress-egress right-of-way over and across a portion of Parcel A in order to provide police, fire and other emergency vehicle access to Pink Industrial Park 2, Phase 1, being Lots 1-8, inclusive, as provided herein, and Grantor has agreed to provide such an easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, Grantor does hereby grant and convey to Grantee, its heirs, personal representatives, successors, and assigns, a 12 foot ingress-egress right-of-way for the sole purpose of police, fire, and other emergency vehicle access to Parcel B, said easement to be over and across the following described portion of Parcel A (hereinafter the "Easement Parcel"): See attached Exhibit 2.

This Easement Parcel will be established, at the cost of Grantor, as a 12-foot one way 'country lane' type road which will be graded and then stabilized with crushed rock and seed to reduce erosion, dust, and invitation to use.


Until the approval of final platting or zoning for Parcel A, the Easement Parcel shall be used for access to Phase 1 of Pink Industrial Park 2 by only police, fire, and other emergency vehicles. During this period, the Easement Parcel shall have the following two locked gates installed to restrict non-emergency vehicle traffic on Easement Parcel: (1) at the east access point to Easement Parcel at 120th Street; and (2) at the west access point to the Easement Parcel from Valley Ridge Drive. The limited maintenance necessary for the Easement Parcel (including, but not limited to, regular mowing and snow removal) shall be provided initially by Grantor, its successors or assigns, or any sanitary and improvement district employed for such purpose until Grantee assumes such responsibilities as provided herein. The gates shall be locked at all times with keys provided to the Papillion Fire Department, the Papillion Police Department, and such other law enforcement and emergency agencies as may be warranted from time to time. One hundred percent (100%) of the improvement and maintenance of the Easement Parcel, including the gates, of the 12-foot wide emergency access easement and road improvements shall be paid by Grantor until a majority of the lots in Pink Industrial Park 2, (Lots 1 – 8) have been sold, at which time the continuing maintenance and repair shall be the responsibility of the Grantee which Grantee hereby agrees to assume.

The easement set forth herein is held by the Grantee, its heirs, personal representatives, successors, and assigns, as appurtenant to the land described herein, and shall be considered and construed as a covenant running with the above-described real estate. Said easement shall inure and extend to the benefit of the successors and assigns of the parties hereto, and shall continue in full force and effect until abrogated or annulled by mutual agreement or until Parcel A shall be finally platted.

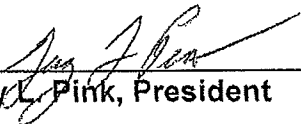
The doctrine of merger is hereby specifically negated and the easements granted herein shall be valid notwithstanding the fact that the benefitted and burdened lots may have common ownership.

IN WITNESS WHEREOF the Grantor has signed this Access Easement on this 11 day of January, 2017.

**GRANTOR  
PINK FAMILY INVESTMENTS, LLC**

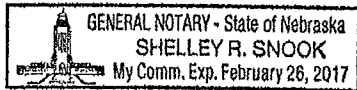
By:   
Gary L. Pink, Manager

**GRANTEE  
PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**

By:   
Gary L. Pink, President

STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF Douglas    )

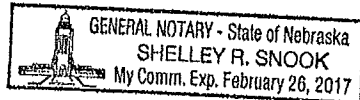
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2017, by **Gary L. Pink, Manager of PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company.

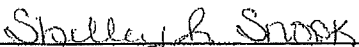


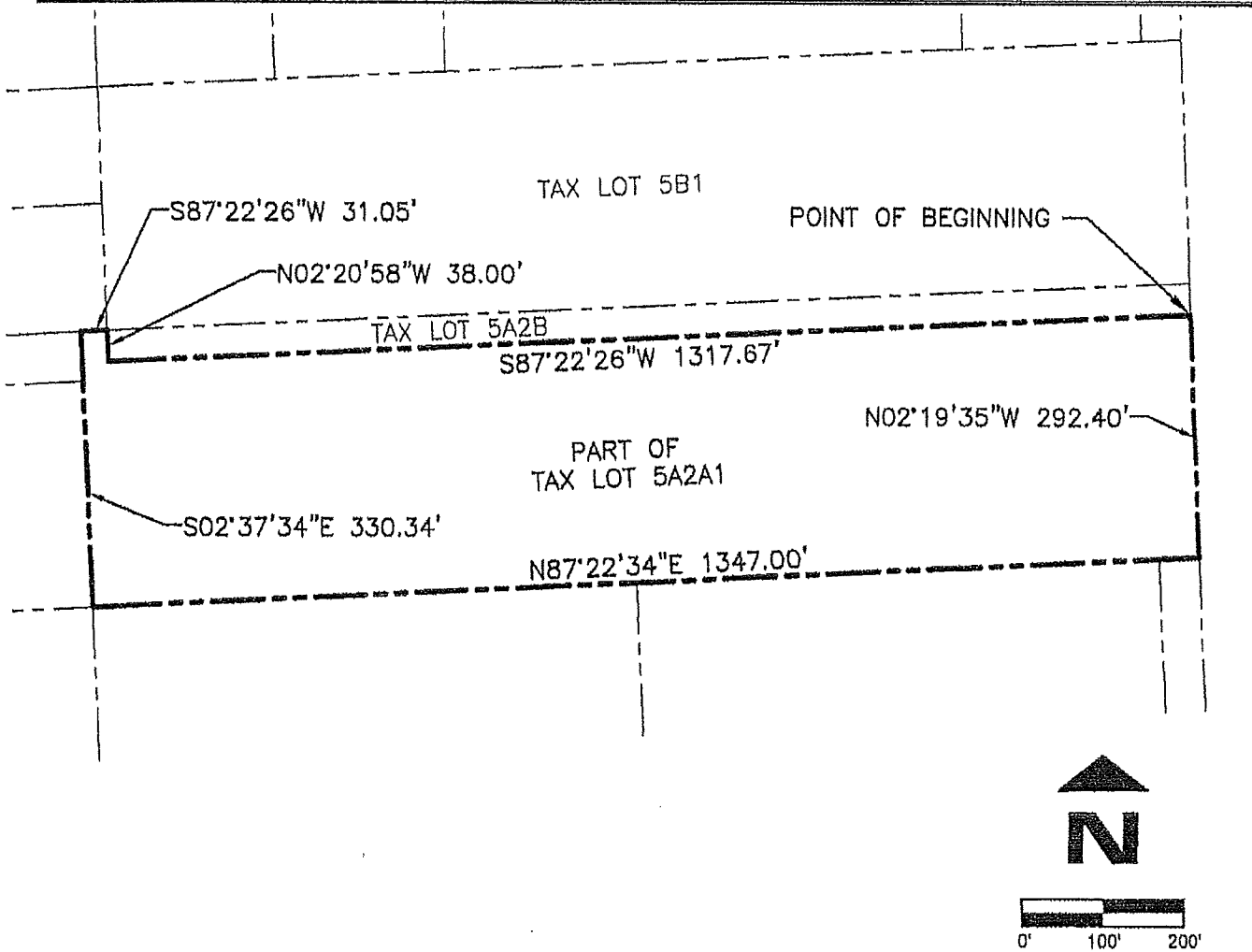
  
Notary Public

STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF Douglas    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2017, by **Gary L. Pink, President of PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**, a Nebraska nonprofit corporation.



  
Notary Public



**LEGAL DESCRIPTION**

THAT PART OF TAX LOT 5A2A1 IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 19, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF TAX LOT 5A2B IN SAID SE 1/4;  
 THENCE S87°22'26"W (ASSUMED BEARING) 1317.67 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2B TO THE SOUTHWEST CORNER THEREOF;  
 THENCE N02°20'58"W 38.00 FEET ON THE WEST LINE OF SAID TAX LOT 5A2B;  
 THENCE S87°22'26"W 31.05 FEET;  
 THENCE S02°37'34"E 330.34 FEET TO THE SOUTH LINE OF SAID TAX LOT 5A2A1;  
 THENCE N87°22'34"E 1347.00 FEET ON THE SOUTH LINE OF SAID TAX LOT 5A2A1 TO THE SOUTHEAST CORNER THEREOF;  
 THENCE N02°19'35"W 292.40 FEET ON THE EAST LINE OF SAID TAX LOT 5A2A1 TO THE POINT OF BEGINNING.

CONTAINING 9.07 ACRES MORE OR LESS.



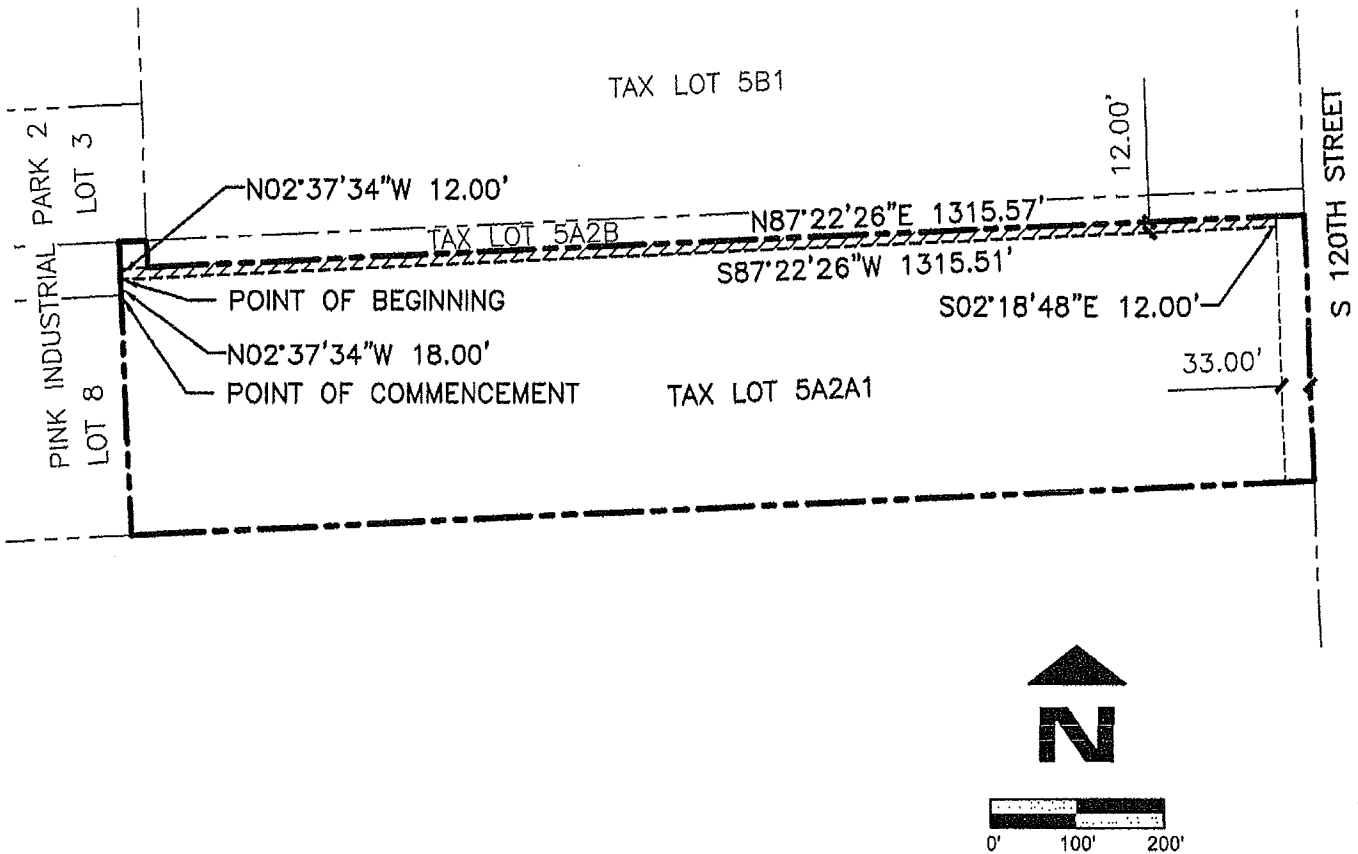
Job Number: 1042-124 EX 1  
 thompson, dreessen & dornier, Inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: 08/30/2016  
 Drawn By: MRS  
 Reviewed By: DHN  
 Revision Date:

**EXHIBIT "1"**

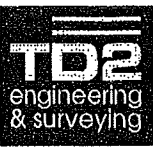
Phase 2 Legal Description

Book  
 Page



**LEGAL DESCRIPTION**

THAT PART OF TAX LOT 5A2A1 IN THE NE 1/4 OF THE SE 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF LOT 8, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SAID SARPY COUNTY;  
 THENCE N02°37'34"W (ASSUMED BEARING) 18.00 FEET ON THE EAST LINE OF SAID PINK INDUSTRIAL PARK 2 TO THE POINT OF BEGINNING;  
 THENCE CONTINUING N02°37'34"W 12.00 FEET ON THE EAST LINE OF SAID PINK INDUSTRIAL PARK 2 TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TAX LOT 5A2A1;  
 THENCE N87°22'26"E 1315.57 FEET ON THE NORTH LINE OF SAID TAX LOT 5A2A1 AND ITS WESTERLY EXTENSION;  
 THENCE S02°18'48"E 12.00 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4;  
 THENCE S87°22'26"W 1315.51 FEET ON A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TAX LOT 5A2A1 AND ITS WESTERLY EXTENSION TO THE POINT OF BEGINNING.



Job Number: 1042-121 EX 5  
 thompson, dreessen & dornier, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: 01/11/2017  
 Drawn By: MRS  
 Reviewed By: DHN  
 Revision Date:

**EXHIBIT "2"**

Book  
 Page



PINK INDUSTRIAL PARK 2  
Lot Areas

Lot #	Square Feet	Acres	Pro Rata Portion
1	71935	1.65	14.84%
2	48878	1.12	10.08%
3	52041	1.19	10.73%
4 (Net)*	47084	1.08	9.71%
5	85809	1.97	17.70%
6	75186	1.73	15.51%
7	49809	1.14	10.27%
8	54067	1.24	11.15%
	484809	11.12	100.00%

\* Lot 4 (78684 sq. ft./1.81 acres) MINUS 100' easement (31600 sq. ft./0.73 acres) equals 47084 sq. ft./1.08 acres