

*Dan Jolte*

DEPUTY CLERK OF RECORDS

2001 MAR 12 P 12:17

LANCASTER COUNTY, NE

INST. NO 2001

011225

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### DECLARATION

The undersigned (Declarant) and unit owners create a Condominium in the manner established by the Nebraska Condominium Act.

1. NAMES: The name of the Condominium is Park Vista Commerce Center Condominium. The name of the Association is Park Vista Commerce Center Association, a nonprofit corporation.
2. DESCRIPTION: The condominium is situated in Lancaster County on the following described real estate:  
  
Lot 33 Irregular Tract in the SE ¼ of Section 35, Township 9 North, Range 6 East of the 6th PM, Lancaster County, Nebraska except that portion conveyed to Lancaster County by warranty deed recorded as Instrument Number 95-2812
3. NUMBER OF UNITS: The number of units to be created initially is 5. The number of units which may be created by the exercise of Special Declarant Rights pursuant to paragraph 6. is anticipated to be (and may exceed) 20, for a total of 25 units.
4. BOUNDARIES: The boundaries of each unit, including the unit's identifying number, are shown on Exhibit A (plat and plan). The property included within each unit shall not have upper or lower boundaries.
5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: The common elements are all portions of the Condominium other than the units and shall include private roadways, utility installations and easements, roadway lighting and any green space. Limited common elements are improvements designated for exclusive use of a unit owner.
6. SPECIAL DECLARANT RIGHTS: The Declarant may subdivide any unit owned by the Declarant, at any time, without the consent of the unit owners. The subdivision shall be made by the recording of an amendment to this Declaration, and the allocated interests shown on Exhibit B shall be reallocated.

The Declarant may designate additional commons and/or limited common elements within the Condominium, exclusive of units previously created, at any time without the consent of the unit owners. The Declarant may extend the private roadways within the Condominium.

The Declarant may add real estate to the Condominium, at any time, without the consent of the unit owners provided Declarant owns property within the Condominium at the time of addition of the real estate. Additions shall be made by the recording of an amendment to this

Declaration, and the allocated interests shown on Exhibit B shall be reallocated.

The expense of preparation of the amendment for subdivisions or additions, reallocation of allocated interests created by the exercise of Special Declarant Rights, and recording fees shall be borne by the Declarant.

7. **ALLOCATED INTERESTS:** The allocated interests are shown on Exhibit B. The formula used to establish the allocated interests is the number of units with each unit having equal voting rights and equal obligations for the payment of expenses of the Association. The formula used to establish the allocated interests, after any units are added to or withdrawn from the Condominium, is the number of units with each unit having equal rights and obligations with respect to the affairs of the Association.
8. **CONVEYANCES:** Any unit may be conveyed or encumbered subject to the provisions of the Declaration.
9. **SUBDIVISION:** With the written approval of the Executive Board of the Association, units may be combined or divided and incorporated within the boundaries of one or more other units. However, no division of any unit shall increase the total number of units unless by exercise of the Special Declarant Rights or upon the approval of all of the unit owners within the Condominium. Upon approval, the Executive Board shall record an Amendment to this Declaration, and the allocated interests shown on Exhibit B shall be reallocated. The expense of preparation of the Amendment, reallocation of the allocated interests, and recording fees shall be assessed against the units affected.
10. **MAINTENANCE AND IMPROVEMENT OF UNITS:** Each unit shall be maintained by the unit owner. Each unit owner shall promptly report to the Executive Board any need for repairs for which the Association is responsible. Notwithstanding the general provisions for maintenance, the Executive Board may establish specific maintenance responsibilities which shall be uniform as to all units.
11. **USE:** No unit shall be used other than for commercial purposes or light industrial assembly facilities.
12. **APPROVAL OF PLANS:** Declarant shall have the exclusive right to establish grades and slopes for all units within the Condominium and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Condominium. Plans for any building or other improvement to be placed or constructed upon any unit within the Condominium shall be submitted to the Declarant and shall show the design, size and exterior material for the building or improvement and the plot plan for the unit. One set of plans shall be left on permanent file with Declarant. Construction of the building or improvement shall not be commenced until written approval of the plans has been secured from the Declarant. Written approval or disapproval of the plans shall be given by the Declarant within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans, if in Declarant's opinion, the plans do not conform to the general standard of development in the Condominium.

Declarant's rights for approval of plans shall continue and be exercised by the Executive Board

of the Association with respect to any unit beginning 2 years after the date Declarant transfers any unit to another owner.

13. **ANTENNAS:** No wiring or antenna for electrical power, telephone, television, radio or any other use shall be permitted above ground, except within a building unless approved by the Declarant or the Executive Board of the Association.
14. **CITY REQUIREMENTS:** All buildings with the Condominium shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.
15. **TEMPORARY STRUCTURES:** No partially completed or temporary building and no trailer, tent, or shack, on any unit with the Condominium shall be used as either a temporary or permanent commercial facility.
16. **NUISANCE:** No noxious or offensive activity shall be permitted within any unit, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of other units.
17. **SIGNS:** No advertising signs, billboards, or other advertising devices shall be permitted on any unit within the Condominium without the approval of the Declarant or the Executive Board of the Association.
18. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any unit within the Condominium for any commercial purpose.
19. **ASSOCIATION:** Park Vista Commerce Center Association (Association) has been Incorporated in Nebraska to provide for the management of the Condominium.
20. **MEMBERSHIP:** Every person or entity who becomes a unit owner shall be a member of the Association. Any person who holds an interest in a unit merely as security for an obligation shall not be a member.
21. **DECLARANT CONTROL:** Declarant shall control the Association and may appoint and remove the officers and members of the Executive Board until the earlier of:
  - a. Sixty days after conveyance of 90 percent of the units which may be created to unit owners other than Declarant, or
  - b. Two years after Declarant has ceased to offer units for sale in the ordinary course of business.

Not later than 60 days after conveyance of 25 percent of the units which may be created to unit owners other than Declarant, at least one member and not less than 25 percent of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant. Not later than 60 days after conveyance of 50 percent of the units which may be created to unit owners other than Declarant, not less than 33 1/3 percent of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant.

Not later than the termination of the period of Declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners.

The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election. One vote may be cast for the election of members of the Executive Board for each unit.

22. **MAINTENANCE OF COMMON ELEMENTS:** The Association shall maintain all common elements and shall have the right to enter any unit at reasonable times to perform maintenance.
23. **INSURANCE:** The Association shall insure the Condominium and the Association against risk arising from the common elements, including tort liability. Each policy shall be issued in the name of the Association for the benefit of unit owners in proportion to the allocated interests shown on Exhibit B. The limits of coverage shall be established by resolution of the Executive Board of the Association. Premiums for such insurance shall be a common expense. Each unit owner shall maintain fire and extended insurance covering their unit, contents and activities. Any proceeds of such insurance shall be applied to the repair or reconstruction of improvements within a unit. The Executive Board of the Association may elect to maintain insurance covering improvements within the units.
24. **DAMAGE:** Any damage to the Condominium common elements caused by casualty shall be promptly repaired by the Association unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) 75 percent of the unit owners vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned, or the lienholders as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the allocated interests of all units.
25. **CONDEMNATION:** If any part of the common elements is condemned for public use, the award shall be payable to the Association. Actual damage to physical improvements shall be repaired and the fund created by the award shall be administered as insurance proceeds.
26. **USE OF COMMON ELEMENTS:** The Association and each unit owner shall have the right to use the common elements, other than limited common elements, and shall have an easement over the common elements for that use.  
  
The Association, and each unit owner of a unit to which any limited common element is assigned, shall have the right to use such limited common element and shall have an easement over such limited common element for that use.
27. **EASEMENTS OVER COMMON ELEMENTS:** The Executive Board may grant easements, leases, licenses and concessions over the common elements for the installation and maintenance of utilities and for such other purposes as the board deems to be in the best interests of the Condominium.

28. **COMMON EXPENSES AND LIEN:** The members shall pay annual and special assessments for the common expenses. Annual and special assessments shall be in proportion to allocated interests shown on Exhibit B. Each assessment shall be the personal obligation of the member who is the unit owner of the unit assessed at the time of the assessment, and, when shown of record, shall be a lien upon the unit assessed.

Assessments shall be levied by the Association solely to enable the Association to perform its obligations. The specific purposes for which such assessments may be levied shall include, but not be limited to: the administration, maintenance and repair of the landscaping and grounds on Common Elements; snow removal on the Common Elements; all taxes, fees, permits, and other assessments by governmental or public entities which may be incurred by the Association; to provide adequate insurance; and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association.

An annual assessment shall be established by the Executive Board of the Association and shall be payable as determined by the Executive Board.

The Executive Board may levy special assessments for repairs, replacements, or unanticipated expenses of the Association reasonably necessary to permit the Association to fully perform its obligations. Written notice of the special assessment shall be given to the members specifying the reason for the special assessment and the date payment is due. The date set for payment must be at least 30 days after the date of the notice.

In addition to the annual and special assessments, the Association may levy an improvement assessment for any capital improvements. Any such improvement assessment shall require the affirmative vote of two-thirds of the unit owners. Payment of the improvement assessment shall be made on terms established by the Association which terms shall be included in the written notice to the unit owners advising them of the improvement assessment.

The Association may levy a special unit assessment for the actual cost plus 10 percent as an administration fee for maintenance, operating or insurance expenses incurred by the Association to perform obligations which are the responsibility of the unit owner.

Assessments, except special unit assessments shall be apportioned equally to the units within the Condominium unless another basis for the assessment, such as street frontage or lot square footage is approved by a vote of two-thirds of the unit owners at a regular or special meeting of the unit owners if notice is provided in the notice of the meeting.


Any assessments which are not paid within 10 days of the date they are due shall be delinquent and subject to a late fee and if not paid within 30 days shall bear interest from the date originally due. The amount of the late fee and interest rate shall be determined annually by the Association. The late fee shall not exceed 10 percent of the payment and the interest rate shall not exceed 18 percent per year.

29. **INSURANCE AND UTILITIES:** The Executive Board may assess the costs of insurance in proportion to risk and the costs of utilities in proportion to usage.
30. **REPAIRS:** The Executive Board may assess a unit owner with the cost of maintenance or repair of common elements or exterior surfaces necessitated by willful or negligent conduct of

the unit owner by adding such cost to the next assessment against the owner's unit.

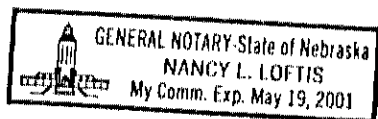
31. **PRIORITY OF LIENS:** The lien of any annual or special assessment is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a First Mortgage or Deed of Trust on the unit recorded before the date on which the assessment sought to be enforced was recorded, and (3) liens for real estate taxes and other governmental assessments or charges against the unit.
32. **CAPITAL IMPROVEMENTS:** Annual and special assessments, other than for capital improvements, may be levied by the Executive Board of the Association. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of the unit owners at a regular or special meeting of the unit owners if notice of the special assessment is contained in the notice of the special meeting.
33. **BINDING EFFECT:** The covenants contained in this Declaration shall run with the land and shall bind the Declarant and all persons claiming under the Declarant.
34. **ENFORCEMENT:** Enforcement of the covenants contained in this Declaration may be by proceedings at law or in equity against any person violating or attempting to violate any covenant. The proceedings may be to restrain the violation or recover damages and, by the Association, may be to enforce any lien or obligation created by the Covenants.
35. **AMENDMENTS:** The Condominium established by this Declaration may be amended in writing, by two-thirds of the unit owners at any time. The Condominium established by this Declaration may be terminated, in writing, by the unit owners of 75 percent of the units.
36. **SEVERABILITY:** The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.

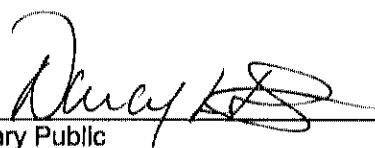
Las Brisas Land Development Co., Owner

By:   
Steven E. Miers, President

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2000, by Steven E. Miers, President of Las Brisas Land Development Co..



  
Notary Public

Prepared by: Nancy L. Loftis  
910 L Street  
Lincoln, NE 68508-2228  
(402) 476-1111

Park Vista Commerce Center Condominium

**EXHIBIT A**  
**Consisting of A-1, A-2 and A-3**

1. Name of Condominium: Park Vista Commerce Center Condominium

2. Survey (A-1) showing:

(A) Unit numbers

(B) Units subject to Special Declarant Rights to add units or common elements

3. Encroachments and easements

Alliant Communications Easement recorded as Instrument No. 97-027346  
as shown on Exhibit A-2, and

Peoples Natural Gas Company Easement recorded as Instrument No. 99-  
004900 as shown on Exhibit A-3

Park Vista Commerce Center Condominium

**EXHIBIT A-1**

1. Name of Condominium: Park Vista Commerce Center Condominium
2. Designation of Unit numbers

Parcel 1 is Unit 1

Parcel 2 is Unit 2

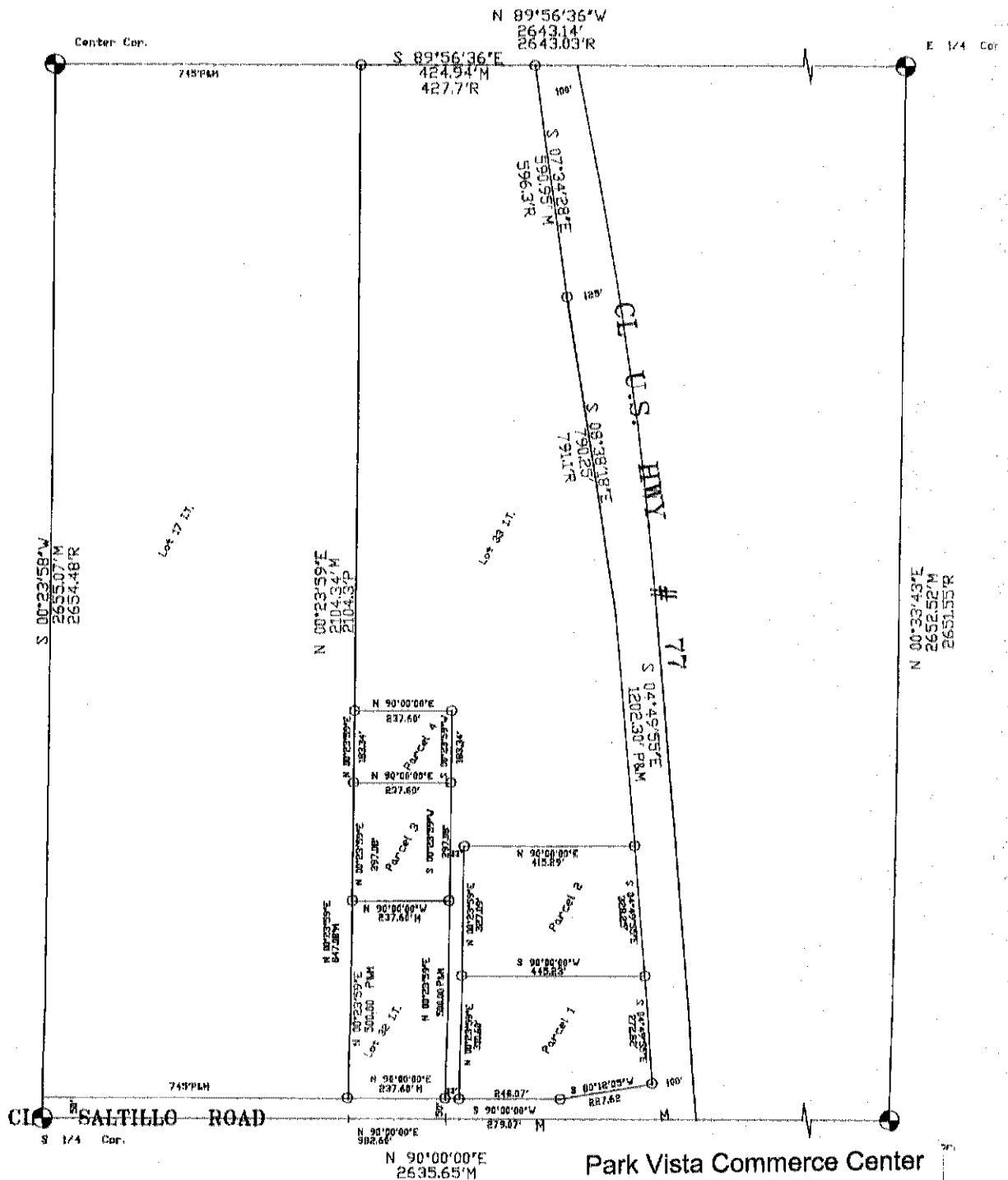
Parcel 3 is Unit 3

Parcel 4 is Unit 4

Parcel 5 is Unit 5 and consists of:

That portion of Lot 33 Irregular Tract in the SE 1/4 of Section 35, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska as shown on the Survey in Exhibit A-1 excluding Units 1, 2, 3 and 4. Declarant has reserved the right to designate additional units and common and/or limited common elements within Parcel 5 (and any Unit owned by Declarant)





Park Vista Commerce Center  
Exhibit A-1  
Survey (reduced)

LEGAL DESCRIPTIONS

A survey of Lot 33 I.T. located in the Southeast Quarter of Section 35 Township 9 North Range 6 East of the Sixth P.M., Lancaster County, Nebraska. More particularly described by metes and bounds as follows:

Commencing at the South 1/4 Corner of Section 35 Township 9 North Range 6 East of the Sixth P.M.; Thence North 90°00'00" East (an assumed bearing) on the South line of the Southeast Quarter a distance of 982.60 feet; Thence North 00°23'59" East and parallel to the West line of the Southeast Quarter a distance of 500.00 feet to a point on the North Right of Way of Saltillo Road and the South-East corner of Lot 33 I.T.; Thence North 00°23'59" East and parallel to the West line of the South-East Quarter on the East line of Lot 32 I.T. a distance of 500.00 feet; Thence North 90°00'00" West and parallel to the South line of the Southeast Quarter of said Section 35, on the North line of Lot 32 I.T. a distance of 237.60 feet, to a point on the East line of Lot 17 I.T.; Thence North 00°23'59" East on the East line of said Lot 17 a distance of 2104.34 feet to a point on the North line of the South-East Quarter; Thence South 89°56'36" East on said North line a distance of 424.94 feet to a point on the Westerly Right of Way of U.S. Highway 77; Thence South 07°34'28" East on said Right of Way a distance of 590.95 feet; Thence South 00°38'18" East on said Westerly Right of Way line a distance of 790.25 feet; Thence South 04°49'55" East on said Right of Way a distance of 1202.30 feet; Thence South 00°12'05" West on the Westerly Right of Way of said Highway 77 a distance of 227.62 feet to a point of intersection with the North Right of Way line of Saltillo Road; Thence South 90°00'00" West on the North Right of Way of Saltillo Road a distance of 279.07 feet to the Point of Beginning and containing a calculated area of 1,444,856.67 square feet or 33.169 Acres more or less.

Parcel 1

Commencing at the Southeast Corner of Lot 33 I.T. and the point of beginning Thence North 04°49'55" West (an assumed bearing) on the East line of Lot 33 I.T. or the Westerly Right of Way of U.S. Highway 77 a distance of 272.83 feet; Thence South 90°00'00" West and parallel to the South line of the Southeast Quarter of Section 35 a distance of 445.23 feet; Thence South 00°23'59" West and parallel to the West line of Lot 33 I.T. a distance of 310.60 feet to a point on the North Right of Way of Saltillo Road; Thence North 90°00'00" East on said North Right of Way a distance of 246.07 feet to an intersection of the North Right of Way of Saltillo Road, and the Easterly Right of Way of U.S. Highway 77; Thence North 00°12'05" East on said U.S. Highway 77 Right of Way a distance of 227.62 feet to the Point of Beginning and containing a calculated area of 138,289.05 square feet or 3.175 acres more or less.

Parcel 2

Commencing at the Southeast corner of Lot 33 I.T. Thence North 04°49'55" West (an assumed bearing) on the Easterly line of Lot 33 I.T. and the Westerly Right of Way of U.S. Highway 77 a distance of 272.82 feet to the Point of Beginning; Thence South 90°00'00" West and parallel to the South line of the Southeast Quarter a distance of 445.23 feet; Thence North 00°23'59" East and parallel to the West line of Lot 33 I.T. a distance of 327.09 feet; Thence North 90°00'00" East and parallel to the said South line of the Southeast Quarter a distance of 415.29 feet to a point on the Westerly Right of Way of U.S. Highway 77; Thence South 04°49'55" East on said Right of Way a distance of 320.25 feet to the Point of Beginning and containing a calculated area of 140,729.53 square feet or 3.231 acres more or less.

Parcel 3

Commencing at the Southwest corner of Lot 33 I.T. or the Northwest Corner of Lot 32 I.T.; Thence North 00°23'59" East (an assumed bearing) on the West line of Lot 33 I.T. a distance of 297.08 feet; Thence North 90°00'00" East and parallel to the South line of the Southeast Quarter a distance of 237.60 feet; Thence South 00°23'59" West and parallel to the West line of said Lot 33 I.T. a distance of 297.08 feet to the Northeast corner of Lot 32 I.T.; Thence North 90°00'00" West on the North line of Lot 32 a distance of 237.60 feet to the Point of Beginning and containing a calculated area of 70,586.21 square feet or 1.620 acres more or less.

Parcel 4

Commencing at the South 1/4 corner of Section 35 Township 9 North Range 6 East of the Sixth P.M.; Thence North 90°00'00" East (an assumed bearing) on the South line of said Section 35 a distance of 745.00 feet; Thence North 00°23'59" East and parallel to the West line of the Southeast Quarter a distance of 847.08 feet to the Point of Beginning; Thence Continuing North 00°23'59" East, on the West line of Lot 33 I.T. a distance of 183.34 feet; Thence North 90°00'00" East and parallel to the South line of the Southeast Quarter a distance of 237.60 feet; Thence South 00°23'59" West and parallel to the West line of said Southeast Quarter a distance of 183.34 feet; Thence North 90°00'00" West and parallel to the South line of the Southeast Quarter a distance of 237.60 feet to the Point of Beginning and containing a calculated area of 43,551.584 square feet or 1.00 acre more or less.

SECTION CORNER TIES

S 1/4 COR.  
SEC. 35 T9N R6E  
Fd. 2" alum cap  
33.66' South to P.K. in P.P.  
79.50' Northeast to 3/4" Pipe  
51.30' Southeast to 5/8" Rebar  
46.89' Southwest to 5/8" Rebar

SE COR  
SEC. 35 T9N R6E  
Fd. 2" alum cap 1 non well  
80.40' Southeast to 3/4" Pipe  
76.41' Northeast to 3/4" Pipe  
79.81' Northwest to 3/4" Pipe  
33.25' North to 3/4" Pipe

E 1/4 COR  
SEC. 35 T9N R6E  
Fd. 1" Sq. Pln in Asphalt  
42.35' Southeast to 3/4" Pipe  
32.85' East to 1" pipe  
33.00' West to 1" Pipe  
39.50' Northwest to 3/4" Pipe

CENER  
SEC 35 T9N R6E  
No Ties Taken

Surveyors Certificate

I hereby certify that that I have accurately surveyed or under my direct supervision the above plat, and that Iron Rebar 1" x 24" were set at all points marked D. All distances are in feet and hundredths of a foot.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Victor A. Beenblossom

PARK VISTA  
COMMERCE CENTER

A boundary survey of Lot 33 I.T. located in the Southeast Quarter of Section 35, Township 9 North Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

Surveying Services Inc

Park Vista Commerce Center  
Exhibit A-1  
Survey (reduced)

Lincoln, Nebraska 68514  
Fax (402) 466-3918  
2) 466-4366

orth 56th Street

**\$15.50**

BLOCK

CODE

CHECKED

ENTERED

EDITED

*aa X*

*Jim Heinke*  
*Aliant*  
*P.O. Box 8130*  
*01-1301*

JUL 14 12 48 PM '97

INST. NO 97

027346

Las Brisa's Land development Co.

Park Vista Commerce Center  
Exhibit A-2  
Aliant Easement  
Page 1 of 3

ALIAnt COMMUNICATIONS  
EASEMENT FOR RIGHT-OF-WAY  
(Buried)  
2-WAY JOINT (NoPPD)

In consideration of the mutual benefits to be derived from the facilities proposed hereinafter, and the further consideration of Five-hundred and 00/100 dollars, (\$500.00), in hand paid, receipt whereof is hereby acknowledged, the undersigned, owner of Lot 33, Irregular Tract in the SE 1/4 of Section 35, Township 9 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, do hereby grant and convey to ALIAnt COMMUNICATIONS CO. and to its successors and assigns, and to NORRIS PUBLIC POWER DISTRICT, its successors and assigns, the right to construct, reconstruct, perpetually maintain and operate underground electric power and telephone lines, together with the necessary, cables, wires, underground conduits, aboveground appurtenances and a digital loop carrier cabinet, with the right to enter said premises for the purpose of installing, repairing, replacing, operating, and maintaining and removing said joint electric power and telephone lines in, over and under the said property at about the following location:

Referring to the southwest corner of the said SE 1/4; thence easterly with the south line of the said SE 1/4, a distance of 982.60 ft. to a point of intersection with the west line of said Lot 33, Irregular Tract extended; thence northerly with the said west line extended to a point located 50.00 ft. distant from and measured perpendicular to the said south line, last said point being the point of beginning; thence continuing northerly with the west line of said Lot 33, Irregular Tract a distance of 10.00 ft.; thence easterly parallel with and 10.00 ft. distant from the said south line of said Lot 33, a distance of 180.00 ft.; thence northerly parallel with and 180.00 ft. distant from the said west line of said Lot 33, a distance of 38.00 ft.; thence easterly parallel with and 48.00 ft. distant from the said south line, of said Lot 33, a distance of 45.00 ft.; thence southerly parallel with and 225.00 ft. distant from the said west line of said Lot 33, a distance of 38.00 ft.; thence easterly parallel with and 10.00 ft. distant from the said south line of said Lot 33, a distance of 78.82 ft.; thence northeasterly parallel with and 10.00 ft. distant from the said south line of said Lot 33 to the east property line of said Lot 33 or the west Right-of-Way line of United States Highway No. 77; thence southeasterly along the west Right-of-Way line to the southeast property corner of said Lot 33; thence southwesterly along the south property line of said Lot 33, a distance of 203.36 ft.; thence westerly along the south property line of said Lot 33, a distance of 303.82 ft. to the point of beginning, as shown in the attached Exhibit "A".



SE 1/4 SEC. 35 T-9-N R-6-E

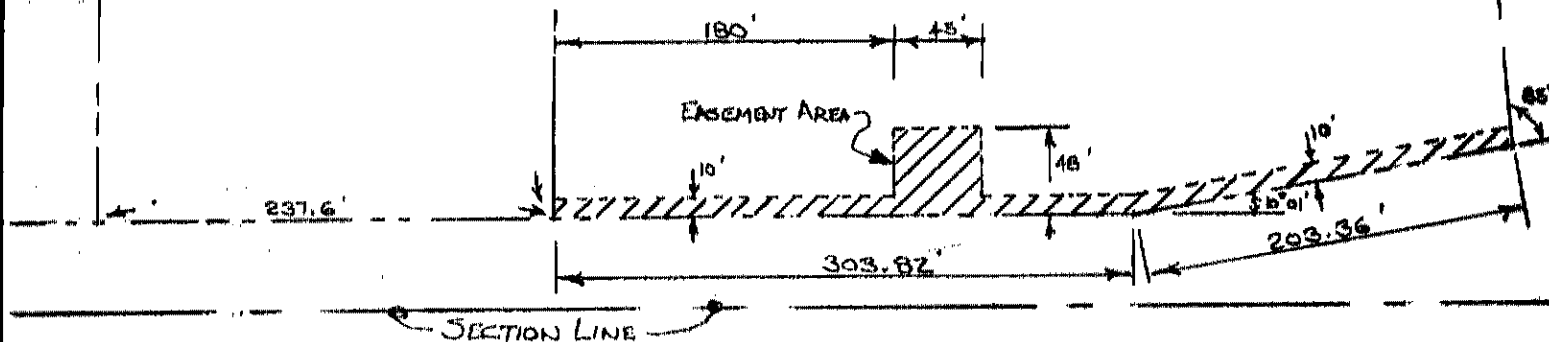
LOT 33 I.T.

LOT 32 I.T.

Park Vista Commerce Center  
Exhibit A-2  
Aliant Easement  
Page 2 of 3

R.O.W.

Highway #77



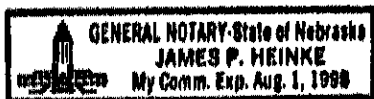
NE 1/4 SEC. 2 T-8-N R-6-E

EXHIBIT "A"

STATE OF NEBRASKA)  
LANCASTER COUNTY) SS

On this 14<sup>TH</sup> day of JULY, 1997, before me JAMES P. HEINKE  
a Notary Public, duly commissioned and qualified for and residing  
in said county, personally came STEVE MICKS - PRESIDENT LAS BRISA'S  
LAND DEVELOPMENT COMPANY  
to me known to be the identical person described in and who executed the foregoing  
easement and acknowledged the said instrument to be His  
voluntary act and deed.

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



Notary Public

A handwritten signature in dark ink, appearing to read "James P. Heinke", written over a horizontal line.

My commission expires the 1<sup>ST</sup> day of AUGUST, 1998.

Park Vista Commerce Center  
Exhibit A-2  
Allant Easement  
Page 3 of 3

\$25.50

INST. NO 99

REGISTER OF DEEDS

1999 JAN 26 P 3: 29

004900

BLOCK

1000

1000

1000

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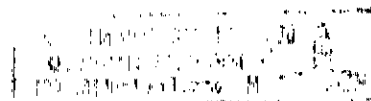
Park Vista Commerce Center  
Exhibit A-3  
Peoples Easement  
Page 1 of 5

### Right-of-Way Easement

The undersigned Grantor (whether one or more) for a valuable consideration (\$ 1.00), the receipt of \$ 1.00 of which is hereby acknowledged, hereby grants, sells and conveys unto Peoples Natural Gas Company, Division of UtiliCorp United Inc., herein called "Grantee," and its successors and assigns, the Right-of-Way and Easement to lay, construct, inspect, maintain, alter, repair, replace, operate and remove a pipeline, and appurtenances thereto, over, under, through and across the following described premises situated in Lancaster County, State of Nebraska:

See exhibit "B" for written description

See Exhibit "A" for descriptive drawing



To Have and to Hold unto said Grantee, its successors and assigns, so long as said pipeline and appurtenances shall be used or maintained, together with all necessary rights of ingress and egress to and from said premises and right-of-way for said purposes.

Grantor shall have full use and enjoyment of said premises except for the rights herein granted to Grantee. Said pipeline shall be buried below ordinary plow depth. Grantor shall not change the existing grade of the land within the right-of-way or construct or permit to be constructed anything upon the above-described right-of-way, including without limitation permanent structures, buildings or outbuildings, or longitudinal permanent hard surface roadways, which would interfere with Grantee's exercise of the rights hereby conveyed.

The balance of the consideration due from Grantee to Grantor (if any) shall be paid when Grantee's pipeline is constructed.

Grantee shall repair or pay for any damages to Grantor's fences, buildings, growing crops, shrubbery or trees caused by Grantee's operations or activities on the premises; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

Grantee shall also repair or rebuild to its former condition any part of any existing drainage or irrigation system damaged by the construction of the said pipeline or caused by subsequent entry upon the premises to inspect, maintain, alter, repair, replace, operate or remove said pipeline.

No further general or specific covenant or undertaking not herein expressed shall be valid unless in writing and signed by Grantor or Grantee. This grant and easement shall run with the land and shall extend to and be binding upon the heirs, devisees, legal representatives, successors and assigns of the undersigned Grantor.

Park Vista Commerce Center  
Exhibit A-3  
Peoples Easement  
Page 2 of 5

Form 45-3406 (back)

### Individual Acknowledgment

State of Nebraska )  
County of Lancaster ) SS.

Before me, Michelle Harrold, a notary public in and for said state,  
on this 12th day of November, A.D., 1998,  
personally appeared Steve Miers  
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that  
he executed the same as his free and voluntary act and deed for the  
uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

Michelle Harrold  
Notary Public

My Commission Expires: April 15, 2001



### Multiple Acknowledgment

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

Before me, \_\_\_\_\_, a notary public in and for said state,  
on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_,  
personally appeared \_\_\_\_\_  
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that  
\_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the  
uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

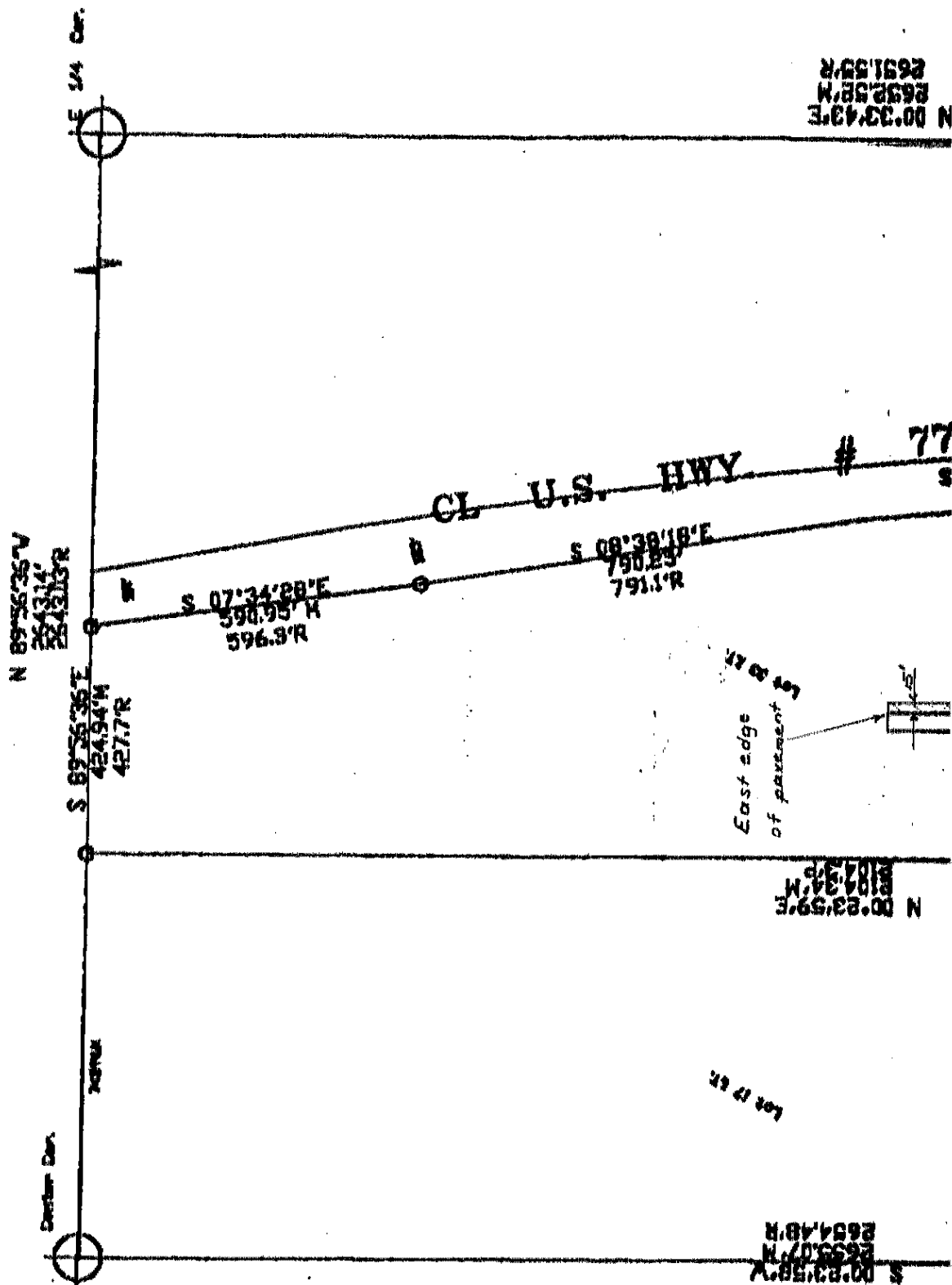
(SEAL)

### Corporation Acknowledgment

State of \_\_\_\_\_ )

# PARK VISTA COMMERCE CENTER

Park Vista Commerce Center  
Exhibit A-3  
Peoples Easement  
Page 3 of 5



Scale 1" = 400'



Park Vista Commerce Center  
Exhibit A-3  
Peoples Easement  
Page 4 of 5

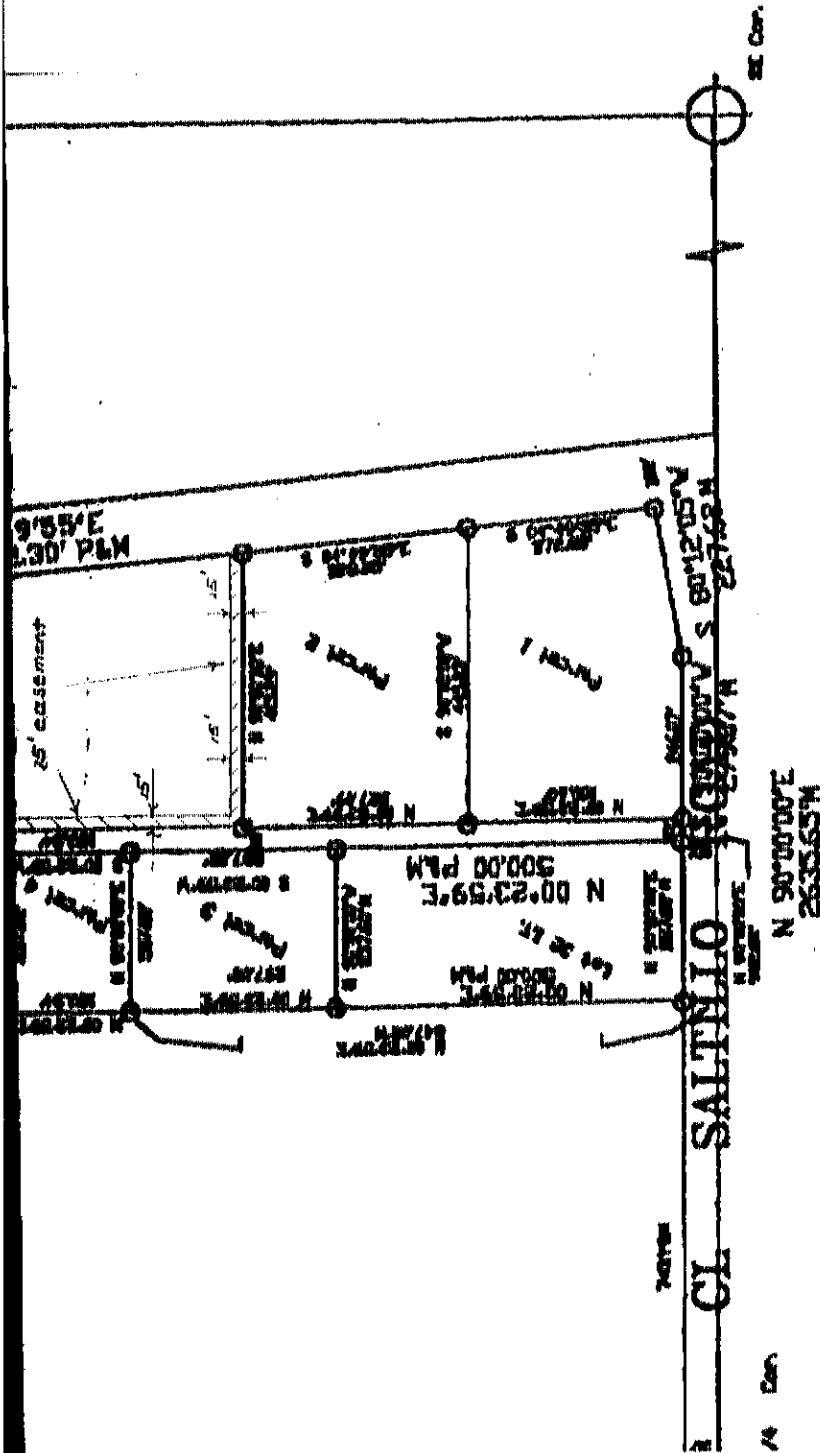


EXHIBIT A

# EXHIBIT B

, Southeast Quarter of Section 35, Township 9 North, Range 6 East of the  
sixth P.M.

Commencing at the Northeast Corner of Parcel 2 and the point of beginning ; Thence North on the East line of Lot 33 I.T. or the Westerly Right of Way of Highway 77 a distance of 15 feet; Thence West and Parallel to the North line of Parcel 2 a distance of 400 feet; Thence North 90 degrees a distance of 485 feet; Thence West 90 degrees a distance of 15 feet; Thence South 90 degrees a distance of 500 feet to the Northwest Corner of Parcel 2; Thence East on the North Lot line of Parcel 2 a distance of 415.29 feet to the Northeast Corner of Parcel 2 or the point of beginning.

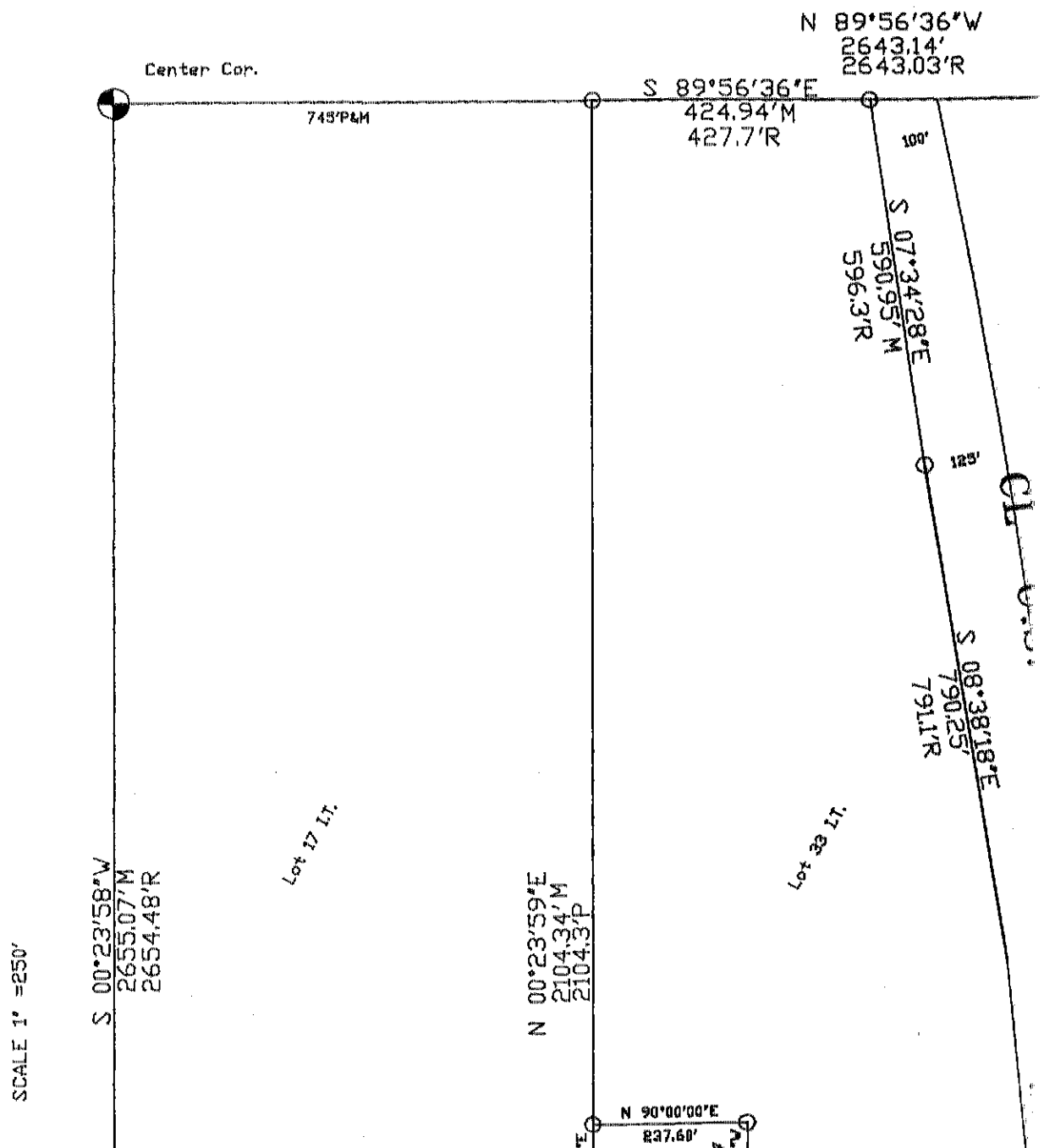
Park Vista Commerce Center  
Exhibit A-3  
Peoples Easement  
Page 5 of 5

**Park Vista Commerce Center Condominium**

**EXHIBIT B  
Page 1 of 1**

<u>UNIT</u>	<u>ALLOCATED INTEREST</u>
Unit 1	20%
Unit 2	20%
Unit 3	20%
Unit 4	20%
Unit 5	20%

# PARK VISTA COMMERCE CE



U.S. HWY # 77 S 04°49'5" 1202.30'

A survey of Lot 33 It, located in the Southeast Quarter of Section East of the Sixth P.M., Lancaster County, Nebraska. More particular bounds as follows.

Commencing at the South 1/4 Corner of Section 35 Township 9 North, Thence North 90°00'00" East (an assumed bearing) on the South distance of 982.60 feet; Thence North 00°23'59" East and parallel to Quarter a distance of 500.00 feet to a point on the North Right of East corner of Lot 32 1/4; Thence North 00°23'59" East and parallel East Quarter on the East line of Lot 32 1/4, a distance of 500.00 feet and parallel to the South line of the Southeast Quarter of said Section 32 1/4, a distance of 237.60 feet, to a point on the East line of Lot 17 on the East line of said Lot 17 a distance of 2104.34 feet to a point on the East Quarter; Thence South 89°56'36" East on said North line a distance on the Westerly Right of Way of U.S. Highway 77; Thence South 07°3' Way a distance of 590.95 feet; Thence South 08°38'18" East on said distance of 790.25 feet; Thence South 04°49'55" East on said Right of Thence South 80°12'05" West on the Westerly Right of Way of said 227.62 feet to a point of intersection with the North Right of Way South 90°00'00" West on the North Right of Way of Saltillo Road a distance of 1,444.856.67 feet to the Point of Beginning and containing a calculated area of 1,444,856.67 square feet more or less.

Commencing at the Southeast Corner of Lot 33 I.T.; and the point c 04°49'55" West (an assumed bearing) on the East line of Lot 33 I.T. a distance of U.S. Highway 77 a distance of 272.83 feet; Thence South 90°00' to the South line of the Southeast Quarter of Section 35 a distance South 00°23'59" West and parallel to the West line of Lot 33 I.T. a point on the North Right of Way of Saltillo Road; Thence North 9 Right of Way a distance of 246.07 feet to an Intersection of the Road, and the Easterly Right of Way of U.S. Highway 77; Thence Nor U.S. Highway 77 Right of Way a distance of 227.62 feet to the Point a calculated area of 138,289.05 square feet or 3.175 acres more or

Commencing at the Southeast corner of Lot 33 I.T. Thence North 0 bearing) on the Easterly line of Lot 33 I.T. and the Westerly Right of Way a distance of 272.82 feet to the Point of Beginning; Thence South 89°00'00" East and parallel to the West line of Lot 33 I.T. a distance of 445.23 feet to a point on the Westerly Right of Way of U.S. Highway 771. Thence on said Right of Way a distance of 328.25 feet to the Point of Beginning. The calculated area of 140,729.53 square feet or 3.231 acres more or less.

Commencing at the Southwest corner of Lot 33 I.T. or the Northwest  
Thence North 00°23'59" East ( an assumed bearing) on the West line  
297.08 feet Thence North 90°00'00" East and parallel to the South line  
a distance of 237.60 feet Thence South 00°23'59" West and parallel  
to the West line a distance of 297.08 feet to the Northeast corner of Lot 33  
I.T. a distance of 297.08 feet to the Northeast corner of Lot 32  
West on the North line of Lot 32 a distance of 237.60 feet to the  
a calculated area of 70,586.21 square feet or 1.620 acres more or

Commencing at the South 1/4 corner of Section 35 Township 9 Nor  
P.M.) Thence North 90-00-00 East (an assumed bearing) on the South  
distance of 745.00 feet; Thence North 00-23-59 East and parallel to  
Quarter a distance of 847.08 feet to the Point of Beginning; Thence  
on the West line of Lot 33 Irregular Tracts a distance of 103.34 f  
and parallel to the South line of the Southeast Quarter a distance  
00-23-59 West and parallel to the West line of said Southeast Qua  
Thence North 90-00-00 West and parallel to the South line of the S  
237.60 feet to the Point of Beginning and containing a calculated ar  
or 1.00 acre more or less.

S 1/4 CDR.

SE COR

PARK VISTA  
COMMERCE CENTER

A boundary survey of Lot 33 I.T., Located in the Southeast Quarter of Section 35, Township 9 North Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

Inc

514  
918

Section 35 Township 9 North Range 6  
Singularly described by Metes and

9 North Range 6 East of the Sixth  
South line of the Southeast Quarter a  
el to the West line of the Southeast  
it of Way of Saltillo Road and the South-  
parallel to the West line of the South-  
30.00 feet; Thence North 90°00'00" West  
aid Section 35, on the North line of Lot  
of Lot 17 I.T.; Thence North 00°23'59"E  
a point on the North line of the South-  
a distance of 424.94 feet to a point  
1 07°34'28" East on said Right of  
1 said Westerly Right of Way line a  
ght of way a distance of 1202.30 feet;  
said Highway 77 a distance of  
P Way line of Saltillo Road; Thence  
ad a distance of 279.07 feet to the  
66.67 square feet or 33.169 Acres

point of beginning Thence North  
33 I.T., or the Westerly Right of  
h 90°00'00" West and parallel  
distance of 445.23 feet; Thence  
I.T. a distance of 310.60 feet to  
orth 90°00'00" East on said North  
P the North Right of Way of Saltillo  
ce North 80°12'05" East on said  
ie Point of Beginning and containing  
ore or less.

North 04°49'55" West ( an assumed  
y Right of Way of U.S. Highway 77  
South 90°00'00" West and parallel  
445.23 feet; Thence North 00°23'59"  
of 327.09 feet; Thence North  
theast Quarter a distance of 415.29  
y 77; Thence South 04°49'55" East  
of Beginning and containing a  
e or less.

orthwest Corner of Lot 32 I.T.  
est line of Lot 33 I.T. a distance of  
South line of the Southeast Quarter  
parallel to the West line of said Lot  
of Lot 32 I.T.; Thence North 90°00'00"  
t to the Point of Beginning and containing  
more or less.

lp 9 North Range 6 East of the Sixth  
he South line of said Section 35 a  
parallel to the West line of the Southeast  
3; Thence Continuing North 00°23'59" East,  
183.34 feet; Thence North 90°00'00" East  
distance of 237.60 feet; Thence South  
east Quarter a distance of 183.34 feet;  
of the Southeast Quarter a distance of  
lated area of 43,561.584 square feet

Survey map showing Lot 32, Lot 33, and Lot 34, divided into Parcel 1, Parcel 2, and Parcel 3. The map includes bearings and distances for all boundary lines, as well as area calculations for each parcel.

**Lot 32:**

- North boundary: N 00°23'59"E 2104.34'M
- East boundary: E 00°23'59"E 2104.34'M
- South boundary: S 00°23'59"E 2104.34'M
- West boundary: W 00°23'59"E 2104.34'M

**Parcel 1:**

- North boundary: N 90°00'00"E 237.60'
- East boundary: E 90°00'00"E 237.60'
- South boundary: S 90°00'00"E 237.60'
- West boundary: W 90°00'00"E 237.60'

**Parcel 2:**

- North boundary: N 90°00'00"E 415.23'
- East boundary: E 90°00'00"E 415.23'
- South boundary: S 90°00'00"E 415.23'
- West boundary: W 90°00'00"E 415.23'

**Parcel 3:**

- North boundary: N 90°00'00"E 237.60'
- East boundary: E 90°00'00"E 237.60'
- South boundary: S 90°00'00"E 237.60'
- West boundary: W 90°00'00"E 237.60'

**Lot 33:**

- North boundary: N 00°23'59"E 2104.34'M
- East boundary: E 00°23'59"E 2104.34'M
- South boundary: S 00°23'59"E 2104.34'M
- West boundary: W 00°23'59"E 2104.34'M

**Lot 34:**

- North boundary: N 00°23'59"E 2104.34'M
- East boundary: E 00°23'59"E 2104.34'M
- South boundary: S 00°23'59"E 2104.34'M
- West boundary: W 00°23'59"E 2104.34'M

**Saltillo Road:**

- North boundary: N 00°23'59"E 2104.34'M
- East boundary: E 00°23'59"E 2104.34'M
- South boundary: S 00°23'59"E 2104.34'M
- West boundary: W 00°23'59"E 2104.34'M

**U.S. Hwy #77:**

- North boundary: N 00°23'59"E 2104.34'M
- East boundary: E 00°23'59"E 2104.34'M
- South boundary: S 00°23'59"E 2104.34'M
- West boundary: W 00°23'59"E 2104.34'M

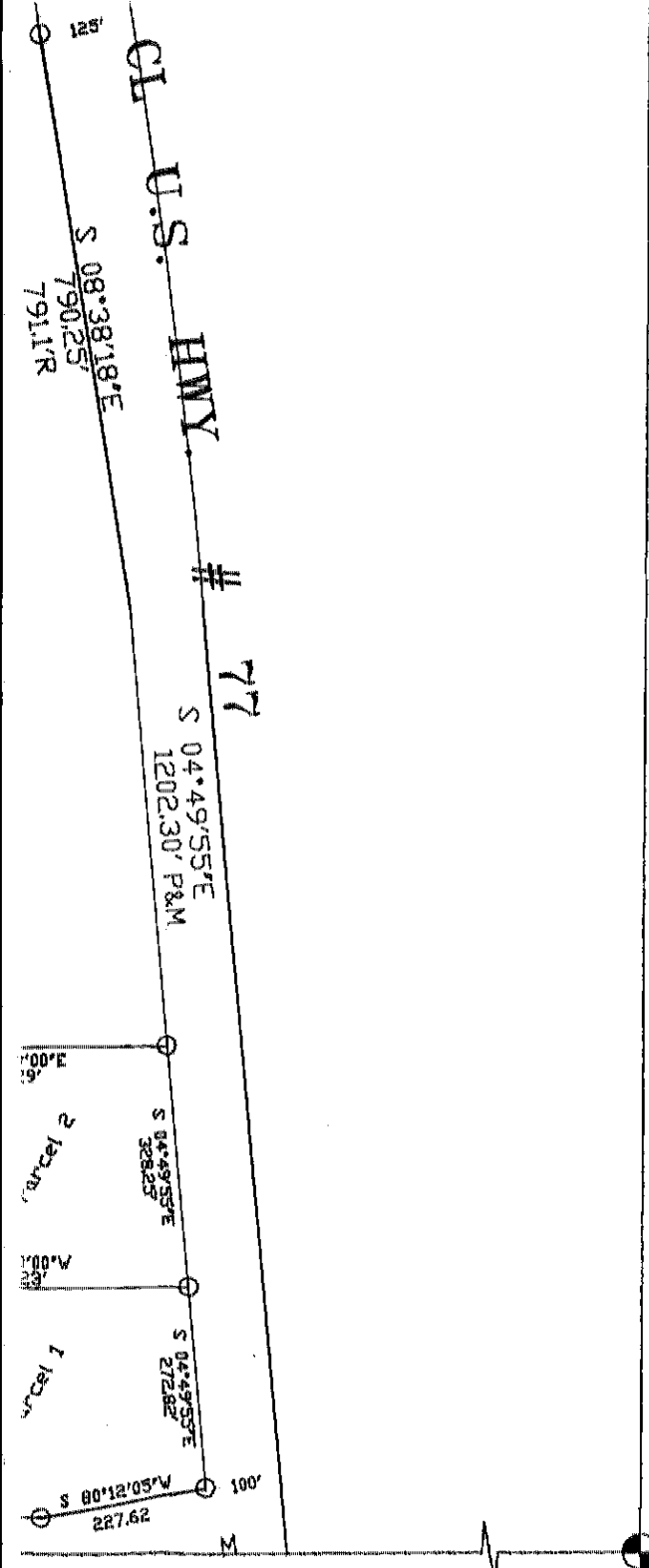
**Area Calculations:**

- Parcel 1: 237.60' x 237.60' = 56,448.00 sq ft
- Parcel 2: 415.23' x 415.23' = 172,425.00 sq ft
- Parcel 3: 237.60' x 237.60' = 56,448.00 sq ft

**Map Details:**

- Lot 32 is on the left, Lot 33 is in the middle, and Lot 34 is on the right.
- Parcel 1 is a rectangular area within Lot 32.
- Parcel 2 is a rectangular area within Lot 33.
- Parcel 3 is a rectangular area within Lot 34.
- The map shows the intersection of Saltillo Road and U.S. Hwy #77.
- The map is dated 1/4 Cor.

Park Vista Cor  
Exhibit A-1  
Survey (full siz



N 00°33'43\"/>

SE Cor.

Park Vista Commerce Center  
Exhibit A-1  
Survey (full size)

Road, and the Easterly Right of Way of U.S. Highway 77, U.S. Highway 77 Right of Way a distance of 227.62 feet to a calculated area of 138,289.05 square feet or 3.175 acres

Parcel 2

Commencing at the Southeast corner of Lot 33 I.T. Then bearing) on the Easterly line of Lot 33 I.T., and the West a distance of 272.82 feet to the Point of Beginning; Thence to the South line of the Southeast Quarter a distance of East and parallel to the West line of Lot 33 I.T. a distance of 90°00'00\"/>

Parcel 3

Commencing at the Southwest corner of Lot 33 I.T. or thence North 00°23'59\"/>

Parcel 4

Commencing at the South 1/4 corner of Section 35 Town P.M. Thence North 90°00'00\"/>

SECTION CORNER TIES

S 1/4 COR. SEC. 35 T9N R6E Fol. 2' alum cap 33.66' South to P.K. in P.P. 79.50' Northeast to 3/4\"/>	SE COR SEC. 35 T9N Fol. 2' alum cap 80.40' 76.41' 79.81' 33.25'
CENER SEC 35 T9N R6E No Ties Taken	E 1/4 COR SEC. 35 T9N Fol. 1' Sq. 42.35' 32.85' 33.00' 39.50'

Surveyors Certificate

I hereby certify that that I have accurately direct supervision the above plat, and that iron set at all points marked D. All distances are in of a foot.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Victor A. Deenklossom  
Registered Land Surveyor  
Number 461



A boundary survey of  
of Section 35, Towns  
Meridian, Lancaster

O = Found point as noted  
O = Set 3/4" x 24" Rebar  
P = Platted Distance  
M = Measured Distance  
D = Deeded Distance

Lincoln, Nebraska 68514  
12700 North 56th Street  
Ph. (402) 466-4366  
Fax. (402) 466-3918