

NO  
3830 S 6<sup>th</sup> ST CO  
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Inst # 2011036416 Tue Aug 23 10:52:57 CDT 2011  
Filing Fee \$64.00  
Lancaster County, NE Assessor/Register of Deeds  
CPOTS Office  
Pages 12 MADEED

## DECLARATION

The undersigned (Declarant) creates a Condominium in the manner established by the Nebraska Condominium Act.

1. NAMES: The name of the Condominium is 3830 South 6<sup>th</sup> Street Condominium, a condominium. The name of the Association is 3830 South 6<sup>th</sup> Street Condominium, a nonprofit corporation.

2. DESCRIPTION: The Condominium is situated in Lancaster County on the following described real estate:

See Attached Exhibit "A"

3. NUMBER OF UNITS: The anticipated number of units to be created, either initially or by the exercise of special declarant rights, is six.

4. BOUNDARIES: The boundaries of each unit, including the unit's identifying number, are shown on Exhibit "A" (plat and plan). The boundaries are the unfinished surface of the walls, fireplace openings up to the flue in a closed position, the unfinished surface of the floor, the unfinished surface of the ceiling, and the extension of those surfaces where the unit includes unenclosed space.

5. COMMON ELEMENTS: The common elements are all portions of the Condominium other than the units. The limited common elements are allocated to the units as shown on Exhibit "A". The limited common elements, other than as shown on Exhibit "A," are:

- a. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the boundaries of a unit, any portion serving only that unit is a limited common element allocated to that unit, and any portion serving more than one unit or any portion of the common elements is a part of the common elements.
- b. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated to that unit.

6. SPECIAL DECLARANT RIGHTS: The Declarant may add real estate to the Condominium, at any time, without the consent of the unit owners. Additions shall be made by the recordation of 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 allocated interests, and recording fees shall be borne by the Declarant.

The Declarant may use any unit owned or leased by the Declarant as a model, sales office, or management office.

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7. ALLOCATED INTERESTS: The allocated interests are shown on Exhibit "B." The formula used to establish the allocated interests is square footage (value, area, number of units). The formula to be used to establish the allocated interests, after any units are added to or withdrawn from the Condominium, is the same.

8. CONVEYANCES: Any unit may be conveyed or encumbered subject to the provisions of this Declaration.

9. SUBDIVISION: With the written approval of the Executive Board, 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. 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.

A unit owner may make any improvements or alterations to the unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. A unit owner may not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the Condominium, without the written approval of the Association.

11. USE OF UNITS: The units may be used for any lawful purpose, except for salvage and junk yards.

12. 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 adjoining units.

13. PETS: No animals of any kind shall be kept in any unit for any commercial purpose. The Executive Board may establish rules governing pets which may be kept in any unit, including prohibition of all pets or removal of any pet which becomes an annoyance to other unit owners.

Pets shall not be permitted upon the common elements unless leashed and accompanied by an adult. Each unit owner shall indemnify the Association, all other unit owners and the Declarant against any liability arising from maintaining a pet.

14. PARKING: The portion of the common elements identified on Exhibit "A" as parking areas may be used by the unit owners in accordance with rules established by the

Executive Board. The board may assign exclusive use of certain parking spaces and may assess fees for the use of garages.

15. RECREATIONAL VEHICLES: No recreational vehicle shall be parked or stored upon any portion of the common elements.

16. EASEMENTS FOR SUPPORT: Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

17. ADVERTISING: No advertising signs, billboards, or other advertising devices shall be permitted on the units or common elements. However, the Declarant reserves the right to maintain on the common elements such advertising signs as may comply with applicable governmental regulations.

The reservation of rights in this paragraph shall be applicable to any real estate added to the Condominium. The rights reserved under this paragraph shall terminate at such time as the Declarant has conveyed all units to unit owners other than the Declarant.

18. ASSOCIATION: 3830 South 6<sup>th</sup> Street Condominium (Association), a non-profit corporation, has been incorporated in Nebraska to provide for the management of the Condominium.

19. 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.

20. 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 a 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 a 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 a 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.

21. 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.

22. EXTERIOR SURFACES: The Association may maintain any exterior surface within the boundaries of any unit, consistent with other comparable exterior surfaces, and shall have the right to enter the unit at reasonable times to perform maintenance. The cost of maintenance performed by the Association shall be added to the next assessment against the unit.

23. INSURANCE: The Association shall insure the Condominium and the Association against risk, including tort liability, in the manner set forth in the Bylaws. A unit owner may obtain insurance, for the unit owner's account and benefit, covering the unit and contents. 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. Premiums for such insurance shall be a common expense.

24. DAMAGE: Any damage to the Condominium caused by fire or other casualty shall be promptly repaired by the Association in the manner set forth in the Bylaws, 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) 80 percent of the unit owners, including the unit owner of every unit which will not be rebuilt and every unit to which a limited common element is assigned which will not be rebuilt, 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 the units. If the unit owners vote not to rebuild any unit, that unit's allocated interest is automatically reallocated, and the Association shall record an amendment to this Declaration reflecting the reallocation.

25. LIABILITY: Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to the allocated interests shown on Exhibit "B."

26. 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 in the manner set forth in the Bylaws.

27. 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 a 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.

28. 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.

29. 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." Any costs or expenses to maintain the limited common elements are allocation exclusively to the unit where the benefit of the limited common is assigned. 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, shall bear interest at the rate of 18 percent per annum from the date established by the Executive Board until paid and, when shown of record, shall be a lien upon the unit assessed.

30. 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.

31. REPAIRS: The Executive Board may assess a member with the cost of maintenance or repair of common elements or exterior surfaces necessitated by willful or negligent conduct of the member by adding such cost to the next assessment against the member's unit.

32. 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.

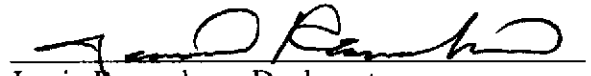
33. CAPITAL IMPROVEMENTS: Annual and special assessments, other than for capital improvements, may be levied by the Executive Board. Any special assessment for capital improvements shall be approved by the affirmative vote of unit owners representing 67 percent of the allocated interests, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members if notice of the special assessment is contained in the notice of the special meeting.

34. 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.

35. 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.

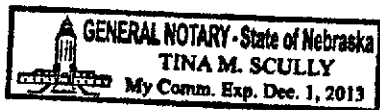
36. AMENDMENTS: The Condominium established by this Declaration may be amended, in writing, by the unit owners of 67 percent of the units at any time. The Condominium established by this Declaration may be terminated, in writing, by the unit owners of 80 percent of the units.


37. SEVERABILITY: The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.

  
Jamie Ramaekers, Declarant

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF LANCASTER )

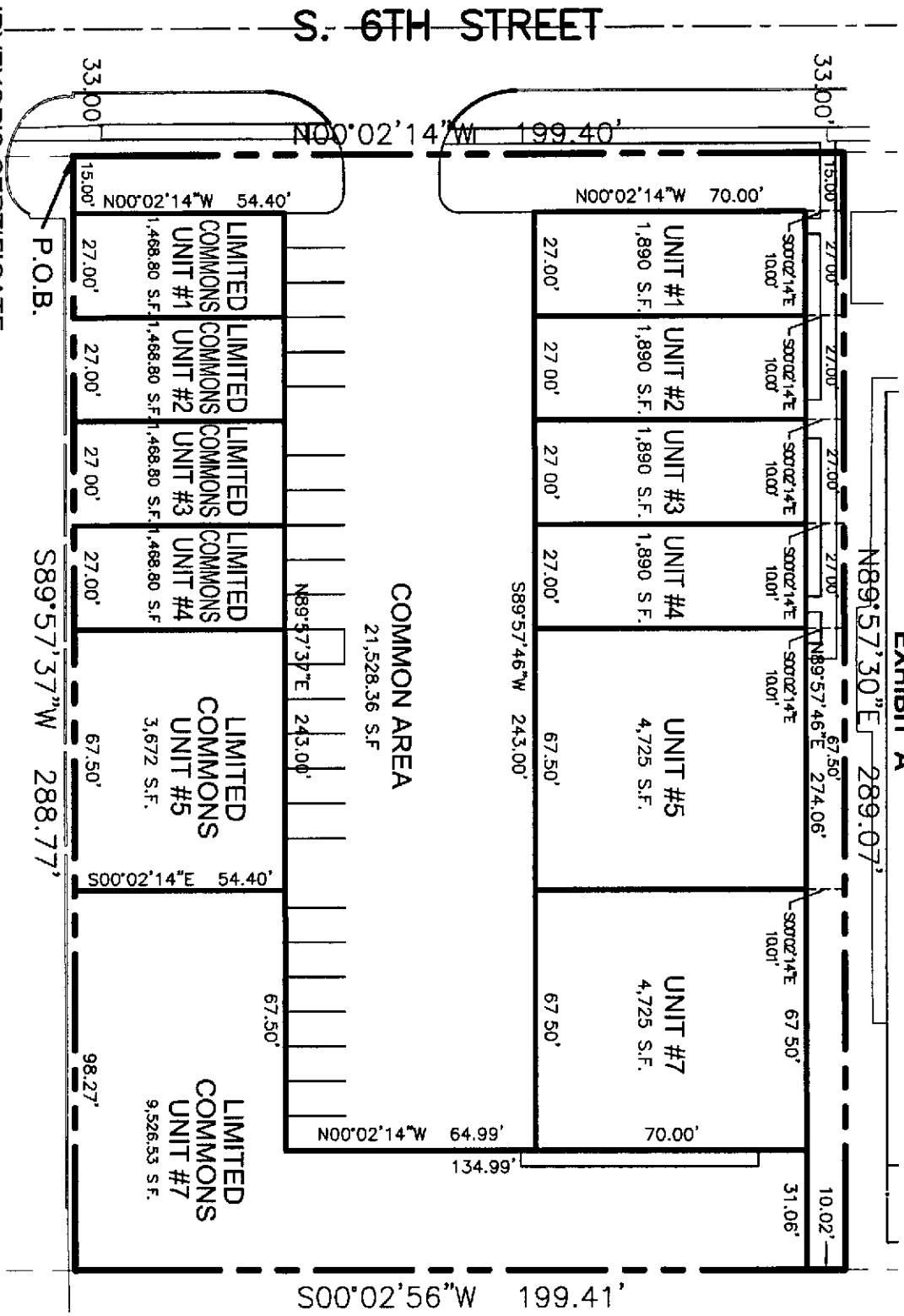
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2011, by Jamie Ramaekers.



  
Notary Public

3830 SOUTH 6TH STREET CONDOMINIUM REGIME

EXHIBIT 'A'



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM REGIME WAS PREPARED UNDER MY SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lyle L. Loth, L.S. 314

SCALE 1" = 40'

**EXHIBIT "B"**

3830 South 6<sup>th</sup> Street Condominium

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST</u>
Unit #1	1,890 sq.ft.	11%
Unit #2	1,890 sq.ft.	11%
Unit #3	1,890 sq.ft.	11%
Unit #4	1,890 sq.ft.	11%
Unit #5	4,725 sq.ft.	28%
Unit #7	4,725 sq.ft.	28%



# **3830 SOUTH 6<sup>TH</sup> STREET CONDOMINIUM REGIME**

## **EXHIBIT 'C'**

### **OVERALL LEGAL DESCRIPTION**

Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 1;

Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet;

Thence North 89°57'30" East, along the north line of said Lot 1, a distance of 289.07 feet;

Thence South 00°02'56" West, along the east line of said Lot 1, a distance of 199.41 feet;

Thence South 89°57'37" West, along the south line of said Lot 1, a distance of 288.77 feet to the Point of Beginning and containing a calculated area of 57,612.09 square feet.

### **UNIT #1**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet; Thence North 89°57'30" East along the north line of said Lot 1, a distance of 15.00 feet; Thence South 00°02'14" East, a distance of 10.00 feet to the Point of Beginning;

Thence North 89°57'46" East, a distance of 27.00 feet;

Thence South 00°02'14" East, a distance of 70.00 feet;

Thence South 89°57'46" West, a distance of 27.00 feet;

Thence North 00°02'14" West, a distance of 70.00 feet, to the Point of Beginning and containing a calculated area of 1,890.00 square feet.

### **LIMITED COMMONS UNIT #1**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 89°57'37" East along the south line of said Lot 1, a distance of 15.00 feet to the Point of Beginning;

Thence North 00°02'14" West, a distance of 54.40 feet;

Thence North 89°57'37" East, a distance of 27.00 feet;

Thence South 00°02'14" East, a distance of 54.40 feet;

Thence South 89°57'37" West, a distance of 27.00 feet, to the Point of Beginning and containing a calculated area of 1,468.80 square feet.

### **UNIT #2**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet; Thence North 89°57'30" East along the north line of said Lot 1, a distance of 42.00 feet; Thence South 00°02'14" East, a distance of 10.00 feet to the Point of Beginning;  
Thence North 89°57'46" East, a distance of 27.00 feet;  
Thence South 00°02'14" East, a distance of 70.00 feet;  
Thence South 89°57'46" West, a distance of 27.00 feet;  
Thence North 00°02'14" West, a distance of 70.00 feet, to the Point of Beginning and containing a calculated area of 1,890.00 square feet.

### **LIMITED COMMONS UNIT #2**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 89°57'37" East along the south line of said Lot 1, a distance of 42.00 feet to the Point of Beginning;  
Thence North 00°02'14" West, a distance of 54.40 feet;  
Thence North 89°57'37" East, a distance of 27.00 feet;  
Thence South 00°02'14" East, a distance of 54.40 feet;  
Thence South 89°57'37" West, a distance of 27.00 feet, to the Point of Beginning and containing a calculated area of 1,468.80 square feet.

### **UNIT #3**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet; Thence North 89°57'30" East along the north line of said Lot 1, a distance of 69.00 feet; Thence South 00°02'14" East, a distance of 10.00 feet to the Point of Beginning;  
Thence North 89°57'46" East, a distance of 27.00 feet;  
Thence South 00°02'14" East, a distance of 70.00 feet;  
Thence South 89°57'46" West, a distance of 27.00 feet;  
Thence North 00°02'14" West, a distance of 70.00 feet, to the Point of Beginning and containing a calculated area of 1,890.00 square feet.

### **LIMITED COMMONS UNIT #3**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 89°57'37" East along the south line of said Lot 1, a distance of 69.00 feet to the Point of Beginning;  
Thence North 00°02'14" West, a distance of 54.40 feet;  
Thence North 89°57'37" East, a distance of 27.00 feet;  
Thence South 00°02'14" East, a distance of 54.40 feet;  
Thence South 89°57'37" West, a distance of 27.00 feet, to the Point of Beginning and containing a calculated area of 1,468.80 square feet.

#### **UNIT #4**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet; Thence North 89°57'30" East along the north line of said Lot 1, a distance of 96.00 feet; Thence South 00°02'14" East, a distance of 10.01 feet to the Point of Beginning;  
Thence North 89°57'46" East, a distance of 27.00 feet;  
Thence South 00°02'14" East, a distance of 70.00 feet;  
Thence South 89°57'46" West, a distance of 27.00 feet;  
Thence North 00°02'14" West, a distance of 70.00 feet, to the Point of Beginning and containing a calculated area of 1,890.00 square feet.

#### **LIMITED COMMONS UNIT #4**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 89°57'37" East along the south line of said Lot 1, a distance of 96.00 feet to the Point of Beginning;  
Thence North 00°02'14" West, a distance of 54.40 feet;  
Thence North 89°57'37" East, a distance of 27.00 feet;  
Thence South 00°02'14" East, a distance of 54.40 feet;  
Thence South 89°57'37" West, a distance of 27.00 feet, to the Point of Beginning and containing a calculated area of 1,468.80 square feet.

#### **UNIT #5**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet; Thence North 89°57'30" East along the north line of said Lot 1, a distance of 123.00 feet; Thence South 00°02'14" East, a distance of 10.01 feet to the Point of Beginning;  
Thence North 89°57'46" East, a distance of 67.50 feet;  
Thence South 00°02'14" East, a distance of 70.00 feet;  
Thence South 89°57'46" West, a distance of 67.50 feet;  
Thence North 00°02'14" West, a distance of 70.00 feet, to the Point of Beginning and containing a calculated area of 4,725.00 square feet.

#### **LIMITED COMMONS UNIT #5**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 89°57'37" East along the south line of said Lot 1, a distance of 123.00 feet to the Point of Beginning;  
Thence North 00°02'14" West, a distance of 54.40 feet;  
Thence North 89°57'37" East, a distance of 67.50 feet;  
Thence South 00°02'14" East, a distance of 54.40 feet;  
Thence South 89°57'37" West, a distance of 67.50 feet, to the Point of Beginning and containing a calculated area of 3,672.00 square feet.

#### **UNIT #7**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet; Thence North 89°57'30" East along the north line of said Lot 1, a distance of 190.50 feet; Thence South 00°02'14" East, a distance of 10.01 feet to the Point of Beginning;

Thence North 89°57'46" East, a distance of 67.50 feet;

Thence South 00°02'14" East, a distance of 70.00 feet;

Thence South 89°57'46" West, a distance of 67.50 feet;

Thence North 00°02'14" West, a distance of 70.00 feet, to the Point of Beginning and containing a calculated area of 4,725.00 square feet.

#### **LIMITED COMMONS UNIT #7**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1; Thence North 89°57'37" East along the south line of said Lot 1, a distance of 190.50 feet to the Point of Beginning;

Thence North 00°02'14" West, a distance of 54.40 feet;

Thence North 89°57'37" East, a distance of 67.50 feet;

Thence North 00°02'14" West, a distance of 134.99 feet;

Thence North 89°57'46" East, a distance of 31.06 feet;

Thence South 00°02'56" West, a distance of 189.39 feet;

Thence South 89°57'37" West, a distance of 98.27 feet, to the Point of Beginning and containing a calculated area of 9,526.53 square feet.

#### **COMMON AREA**

A portion of Lot 1, Block 2, Pioneer Business Park 1<sup>st</sup> Addition, located in the Southwest Quarter of Section 2, T. 9 N., R. 6 E. of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 1;

Thence North 00°02'14" West, along the west line of said Lot 1, a distance of 199.40 feet;

Thence North 89°57'30" East, along the north line of said Lot 1, a distance of 289.07 feet;

Thence South 00°02'56" West, along the east line of said Lot 1, a distance of 10.02 feet;

Thence South 89°57'46" West, a distance of 274.06 feet;

Thence South 00°02'14" East, a distance of 70.00 feet;

Thence North 89°57'46" East, a distance of 243.00 feet;

Thence South 00°02'14" East, a distance of 64.99 feet;

Thence South 89°57'37" West, a distance of 243.00 feet;

Thence South 00°02'14" East, a distance of 54.40 feet;

Thence South 89°57'37" West, along the south line of said Lot 1, a distance of 15.00 feet to the Point of Beginning and containing a calculated area of 21,528.36 square feet.