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INST NO 2003

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LANCASTER COUNTY, NE

BOOK NO  
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**SECOND AMENDED  
DECLARATION**

The undersigned (Declarant), pursuant to the Special Declarant Rights under the Declaration recorded on March 12, 2001 with the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2001-011225, and the Special Declarant Rights under the First Amended Declaration recorded on November 19, 2002 with the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2002-082508 amends the Declaration and First Amended Declaration to subdivide Unit 8 to create Units 8 and 9.

This Second Amended Declaration continues the creation of a Condominium as provided under the Declaration 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 1/4 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 23 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.

PTN  
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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.

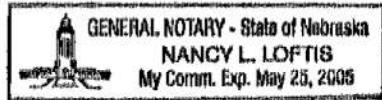
29. **INSURANCE AND UTILITIES:** The Executive Board may assess the costs of insurance in proportion to risk and the costs of utilities in proportion to usage.
30. **REPAIRS:** The Executive Board may assess a unit owner with the cost of maintenance or repair of common elements or exterior surfaces necessitated 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 7<sup>th</sup> day of April, 2003,  
by Steven E. Miers, President of Las Brisas Land Development Co..



  
Notary Public

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:

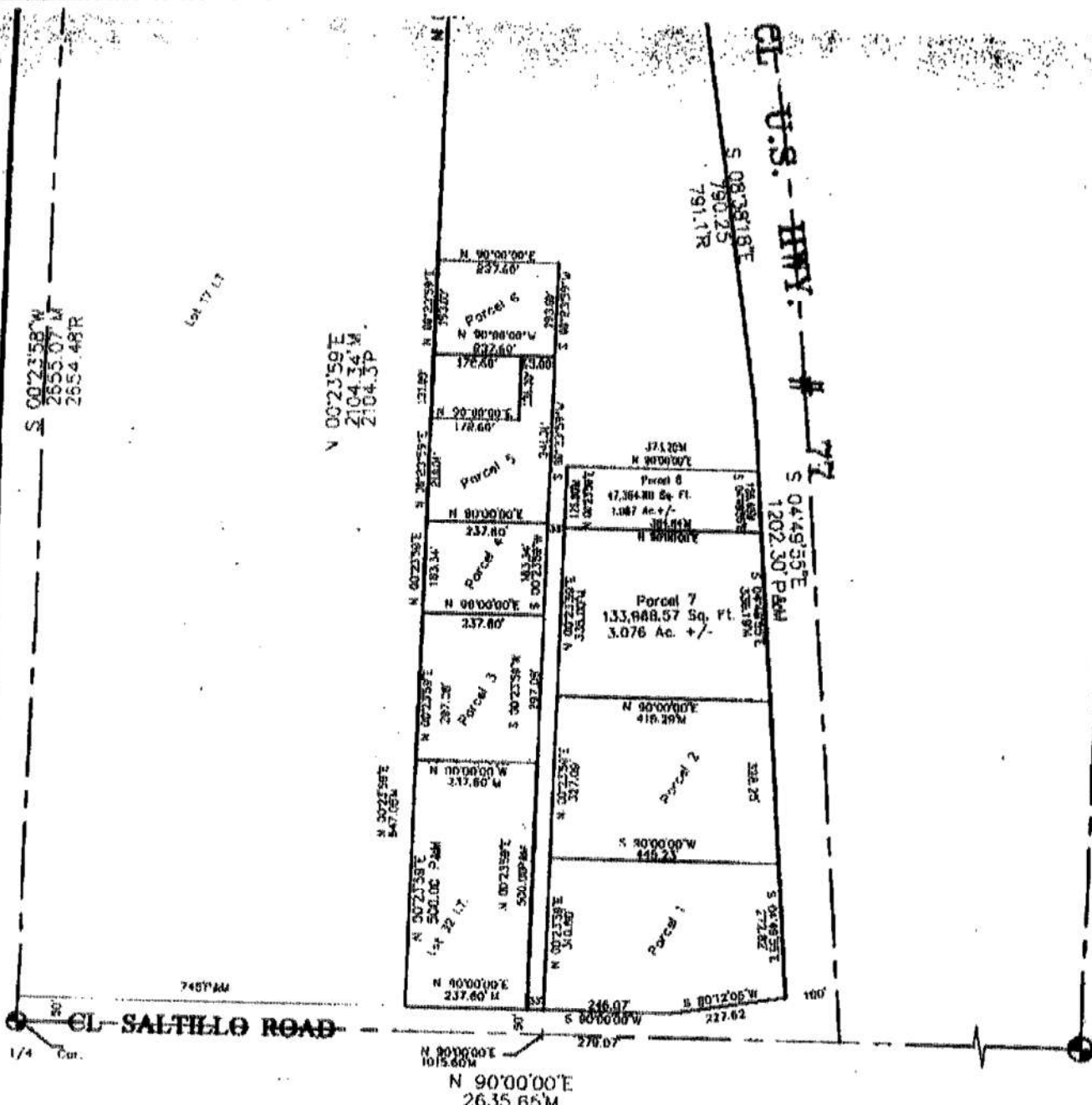
(A) Unit numbers

(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





**Allen Surveying Services Inc.**  
 12700 North 56th St.  
 Lincoln, NE 68514  
 Ph. (402) 466-4366



**Surveyor's Certificate**

I, Derek A. Beenblossom, a duly Registered Professional Land Surveyor under the laws of the State of Nebraska certify that this Parcel Exhibit was prepared by me on this 28th day of October, 2002. All dimensions are in feet and hundredth of a foot.

*Derek A. Beenblossom*  
 Derek A. Beenblossom RLS 570

Park Vista Commerce Center  
 Exhibit A-1  
 Survey

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 the real property described as:

A portion of Park Vista Commerce Center, located in the Southeast Quarter of, Section 35, Township 9 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

Commencing at the South One Quarter corner of Section 35 Township 9 North Range 6 East of the Sixth Principal Meridian; Thence North 90-00-00 East, (an assumed bearing) on the South line of the Southeast Quarter of Section 35, a distance of 982.60 feet; Thence North 00-23-59 East on the East line of Lot 32 I.T. extended, a distance of 1030.42 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 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 Lot 17 I.T., a distance of 210.01 feet; Thence North 90-00-00 East, and parallel to the South line of the Southeast Quarter a distance of 172.60 feet; Thence North 00-23-59 East, parallel to and 172.60 feet East of the East line of Lot 17 I.T., a distance of 131.00 feet; Thence North 90-00-00 East, and parallel to the South line of the Southeast Quarter a distance of 65.00 feet; Thence South 00-23-59 West, parallel to and 237.60 feet East of the East line of Lot 17 I.T., a distance of 341.01 feet to the POINT OF BEGINNING, and containing a calculated area of 58,411.21 Sq. Ft., or 1.341 acres more or less.

Parcel 6 is Unit 6 and consists of the real property described as:

A portion of Park Vista Commerce Center, located in the Southeast Quarter of, Section 35, Township 9 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

Commencing at the South One Quarter corner of Section 35 Township 9 North Range 6 East of the Sixth Principal Meridian; Thence North 90-00-00 East, (an assumed bearing) on the South line of the Southeast Quarter of Section 35, a distance of 982.60 feet; Thence North 00-23-59 East on the East line of Lot 32 I.T. extended, a distance of 1371.43 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 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 193 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, parallel to and 237.60 feet East of the East line of Lot 17 I.T., a distance of 193 feet to the POINT OF BEGINNING, and containing a calculated area of 45,856.81 square feet or 1.053 acres more or less.

Parcel 7 is Unit 7 and consists of the real property described as:

A portion of Park Vista Commerce Center, located in the Southeast Quarter of, Section 35, Township 9 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

Commencing at the South One Quarter corner of Section 35 Township 9 North Range 6 East of the Sixth Principal Meridian; Thence North 90-00-00 East, (an assumed bearing) on the South line of the Southeast Quarter of Section 35, a distance of 1015.60 feet; Thence North 00-23-59 East, and parallel to the West line of Lot 32 Irregular Tracts, a distance of 687.69 feet, to the POINT OF BEGINNING; Thence Continuing North 00-23-59 East, and parallel the West line of Lot 32 Irregular Tracts a distance of 335.00 feet; Thence North 90-00-00 East, a distance of 384.64 feet to a point on the West Right of Way of U.S. Highway #77; Thence South 04-49-55 East, on the West Right of Way of U.S. Highway 77 a distance of 336.19 feet; Thence South 90-00-00 West, a distance of 415.29 feet to the POINT OF BEGINNING and containing a calculated area of 133,988.57 Square feet or 3.076 acres more or less.

Parcel 8 is Unit 8 and consists of:

A portion of Park Vista Commerce Center, located in the Southeast Quarter of, Section 35, Township 9 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

Commencing at the South One Quarter corner of Section 35 Township 9 North Range 6 East of the Sixth Principal Meridian; Thence North 90-00-00 East (an assumed bearing) on the South line of the Southeast Quarter of Section 35, a distance of 1015.60 feet; Thence North 00-23-59 East, and parallel to the West line of Lot 32 Irregular Tracts, a distance of 1047.69 feet to the POINT OF BEGINNING; Thence continuing on the previous bearing of North 00-23-59 East, a distance of 125 feet; Thence North 90-00-00 East, and parallel to the South line of the Southeast quarter a distance of 373.20 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 125.45 feet; Thence South 90-00-00 West, and parallel to the South line of the Southeast Quarter a distance of 384.64 feet to the POINT OF BEGINNING, and containing a calculated area of 47,364.80 square feet or 1.087 acres more or less

Parcel 9 is Unit 9 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, 4, 5, 6, 7 and 8. Declarant has reserved the right to designate additional units and common and/or limited common elements within Parcel 9 (and any Unit owned by Declarant)

LANCASTER COUNTY, NEB  
JUL 14 12 48 PM '97

**\$15.50**

**INST. NO 97**

**0 2 7 3 4 6**

BLOCK

CODE

CHECKED

ENTERED

EDITED

*aox*

*Jim Heinke*  
*Aliant*  
*P.O. Box 813*  
*01-131*

Las Brisas Land development Co.

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

**ALIAN 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".



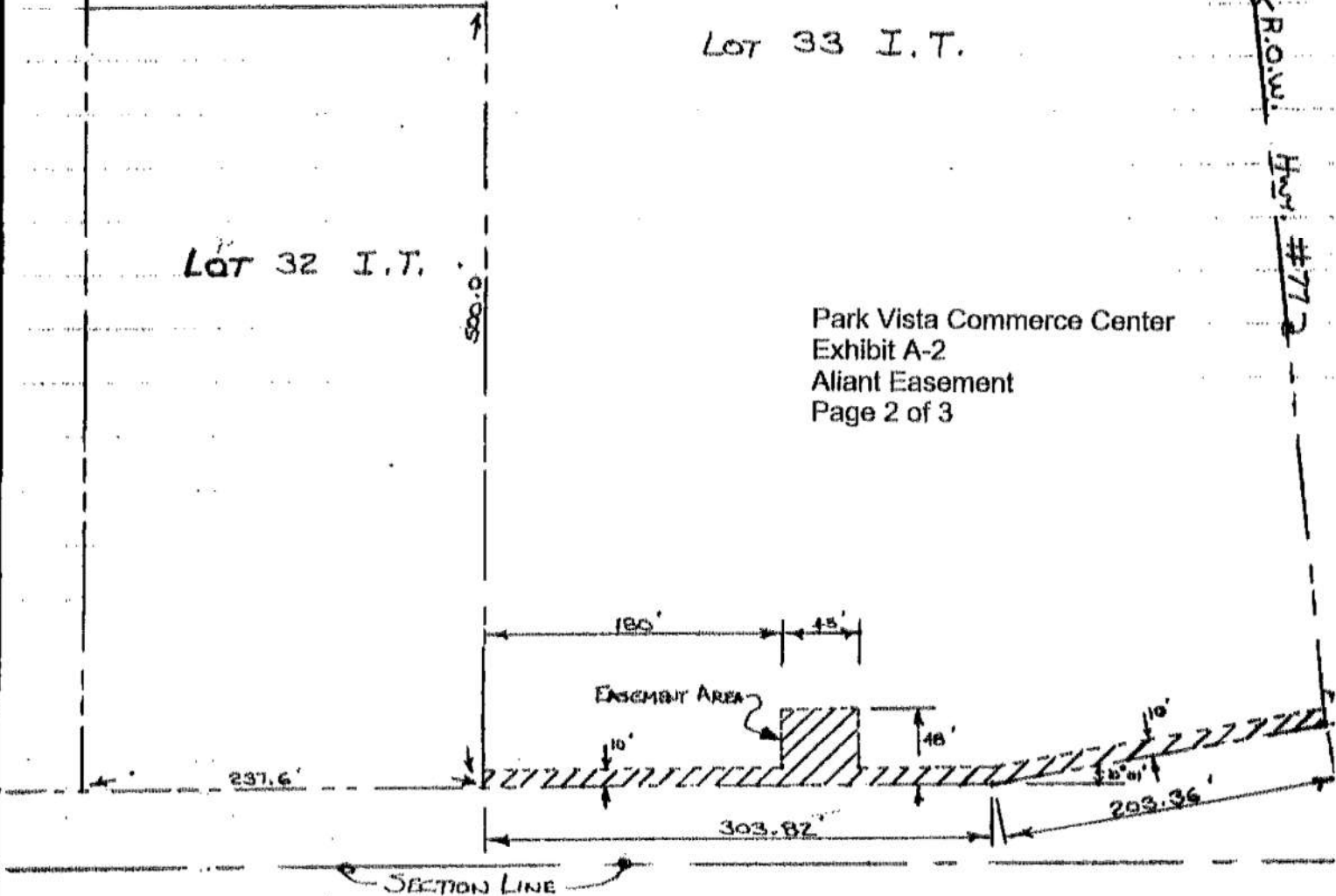
SE 1/4 SEC. 35 T-9-N R-6-E

LOT 33 I.T.

LOT 32 I.T.

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

R.O.W.  
#77



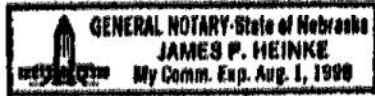
NE 1/4 SEC. 2 T-8-N R-6-E

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 MILES - 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.



James P. Heinke  
Notary Public

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

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

*John J. ...*  
REGISTER OF DEEDS  
1999 JAN 26 P 3:29

**\$25.50**  
INST. NO 99  
004900

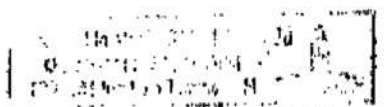
BLOCK  
CROSS  
C. 2  
E. 3  
E. 4 X

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 heir, devisees, legal representatives, successors and assigns of the undersigned Grantor.

Executed this 12th day of November 1998



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

Form 44-3895 (back)

### Individual Acknowledgment

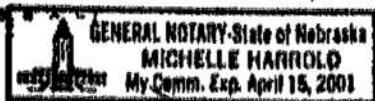
State of Nebraska )  
County of Lancaster ) SS.

Before me, ~~Glenn Wilson~~ 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.

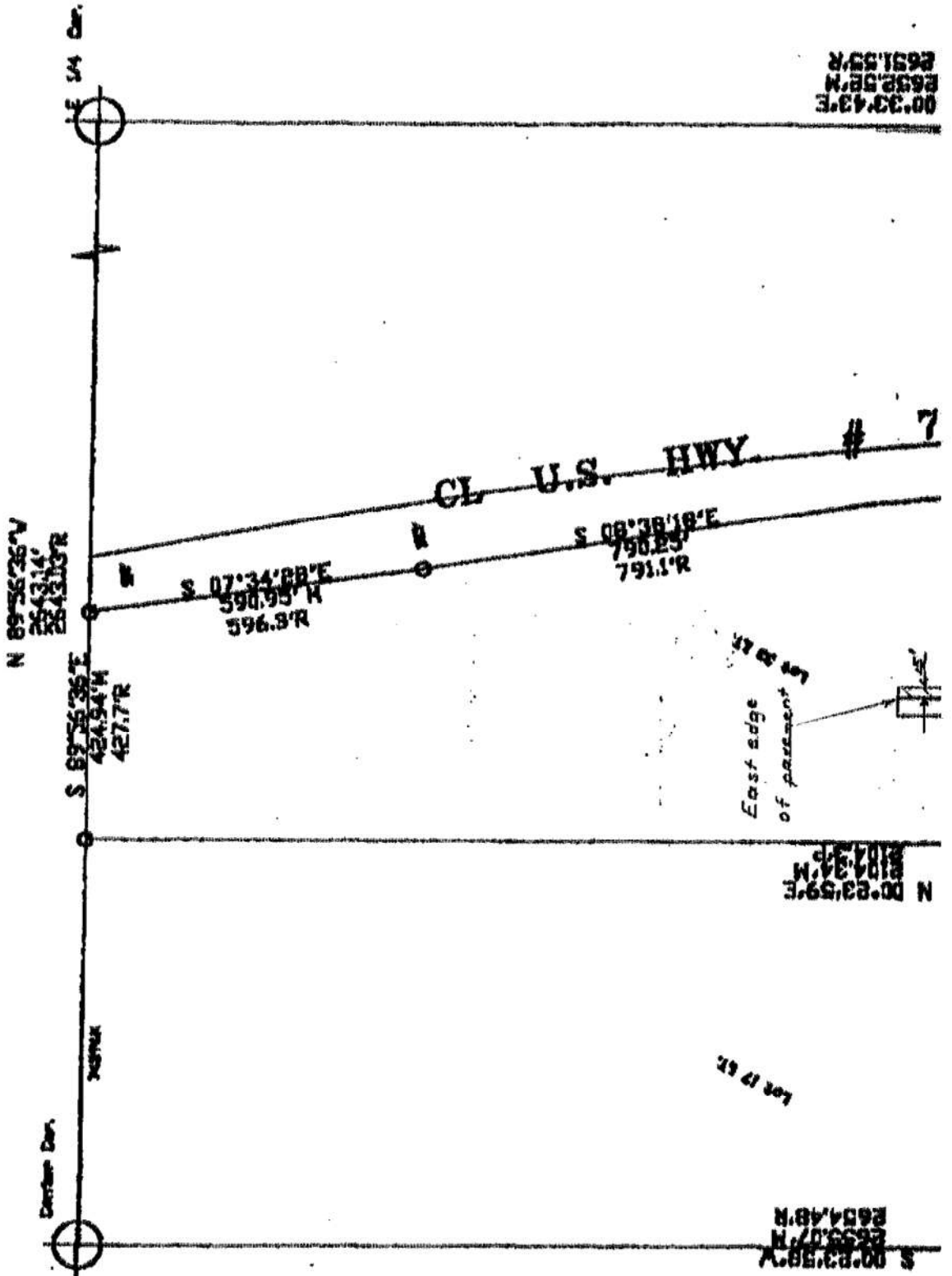
My Commission Expires: \_\_\_\_\_

( S E A L )

### Corporation Acknowledgment

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

# PARK VISTA COMMERCE CENTER



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

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

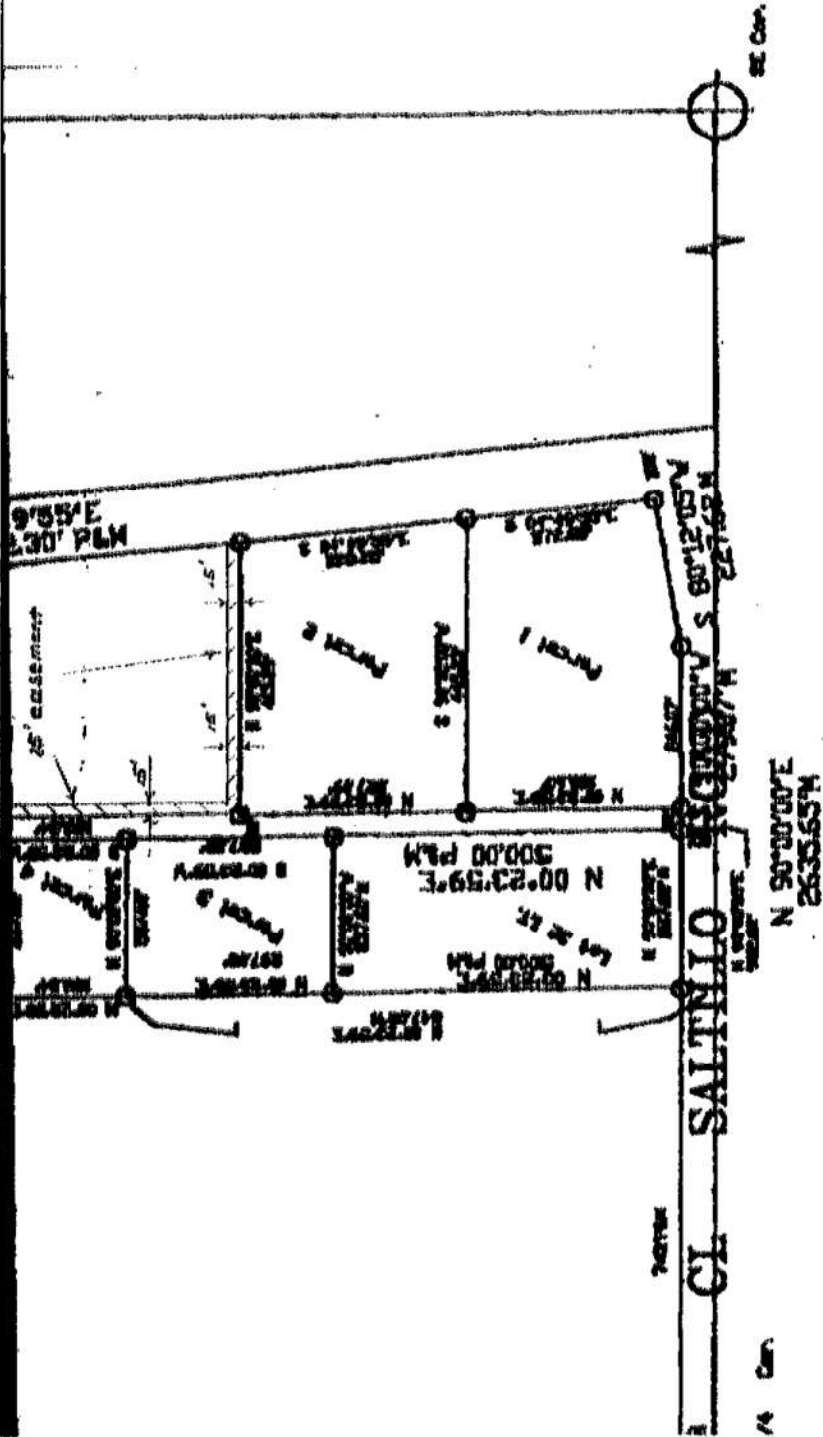


EXHIBIT A

# 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<br/>INTEREST</u> |
|-------------|-------------------------------|
| Unit 1      | 11.11%                        |
| Unit 2      | 11.11%                        |
| Unit 3      | 11.11%                        |
| Unit 4      | 11.11%                        |
| Unit 5      | 11.11%                        |
| Unit 6      | 11.11%                        |
| Unit 7      | 11.11%                        |
| Unit 8      | 11.11%                        |
| Unit 9      | 11.11%                        |