

Return to Nancy Loftis 5533 S 27th St Ste 203, Lincoln, NE 68512

SECOND AMENDED AND RESTATED DECLARATION
NORTH CREEK BUSINESS PARK
CONDOMINIUM REGIME

Lincoln NE

This Second Amended and Restated Declaration North Creek Business Park Condominium Regime (Declaration) is made by Lincoln North Creek, L.L.C., a Nebraska limited liability company (the Declarant), for itself, its successors and assigns and amends the First Amended Declaration regarding North Creek Business Park Condominium Regime recorded as Instrument No 2018030084 on August 2, 2018 with the Register of Deeds of Lancaster County, NE.

This Second Amended and Restated Declaration North Creek Business Park Condominium Regime modifies the voting rights of the units in the event of a deadlock vote and is adopted by the Declarant under Section 8. Reservations of Declarant in the Declaration and by the affirmative vote of at least 66% of the total number of votes allowed under Section 9. Amendment of Declaration.

SECTION 1. PURPOSE, NAME AND SUBMISSION OF PROPERTY

A. Purpose. The purpose of this Declaration is to declare the desire of the Declarant to submit the lands herein described and the improvements thereon but subject to all easements, rights and appurtenances belonging thereto to the condominium form of ownership and use in the manner provided by Neb. Rev. Stat. Sections 76-825 et seq., (Reissue 1990) as amended (the "Act"). The name by which this condominium is to be identified is North Creek Business Park Condominium (the "Condominium").

B. Association Name. The name of the association for the Condominium shall be North Creek Business Park Association Inc., a Nebraska nonprofit corporation (the "Association").

C. Submissions of Property. The lands owned by the Declarant and hereby submitted to the Condominium are fee simple interests in the following described real estate located in Lincoln, Lancaster County, Nebraska (the "Property"), which is legally described as follows:

Lots 1 and 2, Block 2, North Creek Business Park, located in the South One-Half of Section 36, Township 11 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

SECTION 2. DEFINITIONS

A. Statutory Definitions. For purposes of this Declaration, except as hereinafter specifically noted, the definitions set forth in Section 76-827 of the Act, as amended from time to time, shall govern this Declaration.

B. Executive Board. For purposes of this Declaration, "**Executive Board**" shall mean the governing body of the Association authorized to exercise all of the powers and duties necessary for the administration of the affairs of the Condominium and the Association, which powers and duties are not by the Act or by the Bylaws of the Association directed to be exercised and done by the members of Association or reserved by the Declarant. The Executive Board shall be composed of three (3) or five (5) persons (as determined by the owners of the units), to be elected by the owners of the units, all as provided in the Bylaws of the Association. A copy of the Bylaws of the Association may be obtained from the Executive Board.

SECTION 3. DESCRIPTION OF REGIME AND INTERESTS OF UNIT OWNERS

A. Description of Condominium. The Condominium will consist of four (4) units, common elements and limited commons elements. The location and identification of the units, common elements and limited commons elements are set forth on the plat and plans ("**Plat and Plans**") attached hereto, incorporated herein and marked as **Exhibit "B,"** as may be amended from time to time. The anticipated number of units which the Declarant reserves the right to create, subject to an amendment of this Declaration to add more units pursuant to the Act, is seventeen (17). Each unit owner's undivided fractional interest in the common elements shall be determined by using the number of votes allocated to such unit as the numerator and the total number of votes entitled to be cast by all unit owners as the denominator as calculated under Section 3(B). Below.

B. Voting Rights. Voting by the unit owners as members of the Association shall be based on the following schedule, which shall also be set forth on **Exhibit "C"**.

Unit A	15%
Unit B	35%
Unit C	15%
Unit D	35%

In the event a vote of the members is required for some action, and the members are split 50-50 in their voting on the matter and are unable to resolve the matter through mediation or compromise, the voting percentages shall be adjusted for purposes of that vote. In odd numbered years, Unit B shall be accorded 36% and Unit D shall be accorded 34%. In even numbered years, Unit B shall be accorded 34% and Unit D shall be accorded 36%.

C. Use. The occupancy and use of the Property shall be only for any nonresidential purposes permitted within the City of Lincoln, Nebraska zoning classification.

D. Expenses. Expenses for the common elements and for limited common elements shall be allocated to each unit based on the voting percentages. Based on the foregoing, assessment units for the units is set forth on **Exhibit "D"** attached hereto, incorporated herein, as may be amended from time to time. Any expense associated with the common elements and other expenses of the Association shall be allocated to all unit owners and each unit owner shall pay its applicable share of such expenses determined by multiplying the amount of such expenses by a fraction the numerator of which is the number of assessments units of the applicable unit owner and the denominator of which is the number of assessment units of all unit owners. Any expense associated with the limited common elements shall be allocated solely to the owner of the units benefited by the limited common elements and each such benefited owner shall pay its applicable share of such expenses determined by multiplying the amount of such expenses by a fraction the numerator of which is the number of assessments units of the benefited owner and the denominator of which is the number of assessment units of all benefited owners. If an expense is caused by the misconduct of any unit owner, the Association may assess that expense exclusively against such unit owner. If an expense is related to greater than typical usage by any unit owner, the Association may assess that expense in a manner reasonably based on greater usage.

E. Conveyances. Any unit of the Condominium may be conveyed or encumbered, subject to the provisions of this Declaration, the Bylaws of the Association and the Rules and Regulations adopted by the Association.

F. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration or the Bylaws, concerning the safety, use and enjoyment of the Property, may be promulgated and amended from time to time by the Executive Board, provided that by a vote or agreement of at least 66% of the total number of votes allowed, the unit owners may amend, modify or terminate such Rules and Regulations or prohibit any particular Rule or Regulation. Copies of the then current Rules and Regulations and any amendments thereof shall be furnished to all unit owners by the Association promptly after the adoption of such Rules and Regulations or any amendments thereto.

SECTION 4. BOUNDARIES OF UNITS & COMMONS.

The title lines or boundaries of each unit of the Condominium shall consist of:

A. Horizontal Boundaries. The horizontal boundaries of a unit shall only be limited by the zoning ordinances of the City of Lincoln, Nebraska.

B. Vertical Boundaries. The location and dimensions of the vertical boundaries of each unit are set forth in the Plat and Plans.

C. Common Elements. The location and dimensions of the common elements (including private roadways) are set forth and identified in the Plat and Plans and, regardless of whether identified on the Plat and Plans, the common elements also include any utility easements and utility service lines and facilities (including, but not limited to, water distribution easements, lines and facilities) serving all units of the Condominium. Common elements are created for the benefit of all unit owners and their tenants, employees, invitees and licensees.

D. Limited Common Elements. The location and dimensions of the limited common elements are set forth and identified in the Plat and Plans. Limited common elements no. 1 is for the benefit of the owners of units A and B and their tenants, employees, invitees and licensees.

Limited common elements no. 2 is for the benefit of the owners of units A and C and their tenants, employees, invitees and licensees.

SECTION 5. CONSTRUCTION AND MAINTENANCE

A. Unit Owner Responsibility. Each unit owner shall be responsible for the maintenance, repair and replacement, at the unit owner's own expense, of everything contained within its unit. Each unit owner shall maintain its unit in a safe, clean and sanitary condition and in a state of good repair and construct all improvements in accordance with the Covenants (as hereinafter defined) and the Bylaws. Each unit owner shall be responsible for all damages to any and all other units or to the common elements or limited common elements resulting from its failure to make any of the repairs required to be made by it pursuant to this Section. 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.

B. Association Responsibility. The Association shall be responsible to maintain, manage, operate, repair and replace the common elements and the limited common elements (including, but not limited to, repairing and maintaining the street lighting, mowing and removing all snow and ice).

SECTION 6. EASEMENT/LICENSE.

In addition to all easements and restrictions of record and in supplementation of the easements provided for by the Act, the Condominium shall be subject to the following easements, license and restrictions:

A. Utilities. The common elements shall be, and are hereby, made subject to easements in favor of the Association, unit owners, appropriate utility and service companies, and governmental agencies or authorities (1) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property and (2) to use, install, lay, maintain, repair, relocate and replace utility lines, pipes, mains and conduits, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and any other appropriate equipment and facilities over, under, through, along and on the common elements. The limited common elements shall be, and are hereby, made subject to easements in favor of the Association, unit owners benefited by the limited common elements, appropriate utility and service companies, and governmental agencies or authorities (x) for such utility and service lines and equipment as may be necessary or desirable to serve and portion of the benefited units and (y) to use, install, lay, maintain, repair, relocate and replace utility lines, pipes, mains and conduits, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and any other appropriate equipment and facilities over, under, though, along and on the limited common elements.

B. Parking. All parking areas within each unit and, if applicable, any limited common element shall be subject to the nonexclusive license in favor of all unit owners in connection with the operation of their businesses or activities thereon including, but not limited to, any church or other religious activities and their members, guests, customers, invitees, employees, licensees and tenants for unrestricted parking and all driving lanes within each unit and limited common element shall be subject to a nonexclusive license for unrestricted access by all unit owners in connection with the operation of their businesses or activities thereon including, but not limited to,

any church or other religious activities, and their members, guests, customers, invitees, employees, licensees and tenants; provided, however, (i) any unit owner and unit owners who are the beneficiaries of a limited common element may, from time to time, reconfigure or in any other manner change the parking area and driving lane within its unit or their limited common element for any reason whatsoever; provided, however, such reconfiguration or change cannot deny parking in any such parking area of access to driving lanes within such unit or limited common element (excepting only one to five parking stalls within a unit or common element designated for customer use only, pick up or specially designated use), (ii) each unit owner shall use its best efforts to cause its employees to park within its unit or limited common element, as applicable and (iii) no parking shall be allowed in any driving lane. All parking is subject to Rules and Regulations promulgated by the Association; provided, however, no Rule or Regulation can deny or restrict passenger vehicle parking in the parking areas or access to the driving lanes. Notwithstanding anything in this Declaration to the contrary and for so long as unit A is used for church or other religious purposes, this Section 6(B) may not be amended without the written consent of the owner of unit A.

C. Access. The Association shall have a right of access to each unit to maintain, repair or replace the any utility service lines and facilities within any easement, common elements or limited common elements.

SECTION 7. COVENANTS, CONDITIONS AND RESTRICTIONS

The following restrictions, covenants and conditions relating to Condominium shall run with the land and bind all owners, tenants of such owners, employees and any other persons who use the Condominium, including the persons who acquire the interest of any owner through foreclosure, enforcement of any lien or otherwise.

A. Nuisance. No noxious or offensive activity shall be permitted upon any unit within the Property, nor shall anything be done thereon which is or may become an annoyance or nuisance to, or unreasonably disturb adjoining neighbors. The use of any unit shall comply with the environmental conformance standards relating to any noise, omission, dust, odor, glare and heat standards approved by the City of Lincoln, Nebraska.

B. Condominium Documents. All unit owners, tenants and occupants of units shall be subject to, and shall comply with, the provisions of the Declaration, the Bylaws and the Rules and Regulations of the Association and the terms and conditions of all easements restrictions and covenants of record including, but not limited to, the Restrictive Covenants, filed on September 5, 2008, as Instrument No. 2008041848, in the office of the Register of Deeds of Lancaster County, Nebraska (the "Covenants"). For purposes of assessment, payment and enforcement hereunder, all assessments against the Property under the Covenants shall be deemed expenses for common elements of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the entering into the occupancy of any unit shall constitute an agreement that the provisions of such documents are accepted and ratified by such unit owner, tenants, or occupants, and all such provision shall be deemed and taken to be enforceable, equitable servitudes and covenants running with the land, and shall bind any person having at any time any interest or estate in such unit. A unit owner shall automatically be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. No membership in the Association may be sold, transferred, given, devised, or otherwise disposed of except as part of a sale, transfer, gift, devise or other disposition of the unit to which such membership is

appurtenant. Any person who holds an interest in a unit merely as security for performance of an obligation shall not be a member of the Association.

C. Common Elements. The ownership of the common elements and limited common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements or limited common elements. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs, and maintenance of the common elements and limited common elements; provide, however, no limited common element may be altered without the written consent of each unit owner who is a beneficiary of the limited common element. The share of an owner in a common element and, if applicable, a limited common element is appurtenant to his unit and inseparable from unit ownership.

D. Assessments. The Association shall have the right to levy assessments against all unit owners for common element expenses and for other expenses incurred by the Association. The Association shall have the right to levy assessments against the benefited unit owners for limited common element expenses incurred by the Association. Such assessments shall be made pursuant to the Bylaws. All assessments made by Association shall be assessed to each unit owner in accordance with Section 3(D) hereof. If any owner of a unit shall fail or refuse to make any payment of an assessment when due, the amount thereof plus interest shall constitute a lien on the owner's interest in the unit upon the recording of a notice containing the dollar amount of such lien by the Association in the office of the Register of Deeds of Lancaster County, Nebraska.

E. Separate Financing. Each owner of a unit shall have the right, subject to the provisions herein, to make separate mortgages for its respective ownership interest in its unit and its interest in the common elements and, if applicable, the limited common elements. No owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof except only to the extent of his own unit and the respective undivided interest in the common elements and limited common elements appurtenant thereto.

G. Restricted Use of Property. Use of Property by the owners of the units shall be subject to the following restrictions:

1. Nothing shall be stored in the common elements or limited common elements without prior consent of the Association except in storage areas or as otherwise herein expressly provided;
2. No waste shall be committed in or on the common elements or limited common elements;
3. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or construction of a building or any portion thereof;
4. No landscaping shall be done, and no fences, hedges, or walls shall be erected or maintained on the Property, except as approved by the Association; and

5. Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property or from a point outside the Property outside the Property directly to a parking space.

SECTION 8. RESERVATIONS OF DECLARANT

Declarant reserves the following rights:

- A. to add real estate to the Condominium;
- B. to create units, common elements, or limited common elements within the Condominium;
- C. to subdivide units owned by the Declarant or convert units owned by the Declarant into common elements or limited common elements;
- D. to withdraw real estate owned by the Declarant from the Condominium;
- E. to complete improvements indicated on the Plat and Plans;
- F. to maintain signs on the common elements and limited common elements advertising the Condominium; and
- G. to use easements through the common elements and limited common elements for the purpose of making improvements within the condominium or within real estate which may be added to the Condominium.

SECTION 9. AMENDMENT OF DECLARATION

The Declaration may be amended only in accordance with the procedures specified in the Act, provided that such amendment shall have been approved by a vote or agreement of at least 66% of the total number of votes allowed. Except as specifically provided in this Declaration or the Act, no provision of this Declaration shall be construed to grant to any unit owner, the Association, or to any other person, any priority over any rights of mortgagees. Any such amendment shall be duly executed and recorded in the real estate records of Lancaster County, Nebraska.

SECTION 10. MISCELLANEOUS

A. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

B. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

C. **Context.** The use of the masculine, feminine or neutral gender in the Declaration shall include the other genders, whenever the context so requires. The use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on this 18 day of October, 2018.

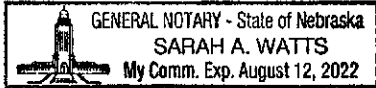
DECLARANT:

LINCOLN NORTH CREEK, L.L.C.

By: Steven L. Knobel
Name: Steven L. Knobel
Title: manager

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18th day of October, 2018, by Steven L. Knobel, manager of Lincoln North Creek, L.L.C., a Nebraska limited liability company, on behalf of the company.



Sarah A. Watts
Notary Public

Exhibit B
Survey and Plans
___ pages attached

Exhibit C
Voting Rights Allocation

Unit ID	Votes
Unit A	15
Unit B	35
Unit C	15
Unit D	35

Exhibit D
Expense Allocation

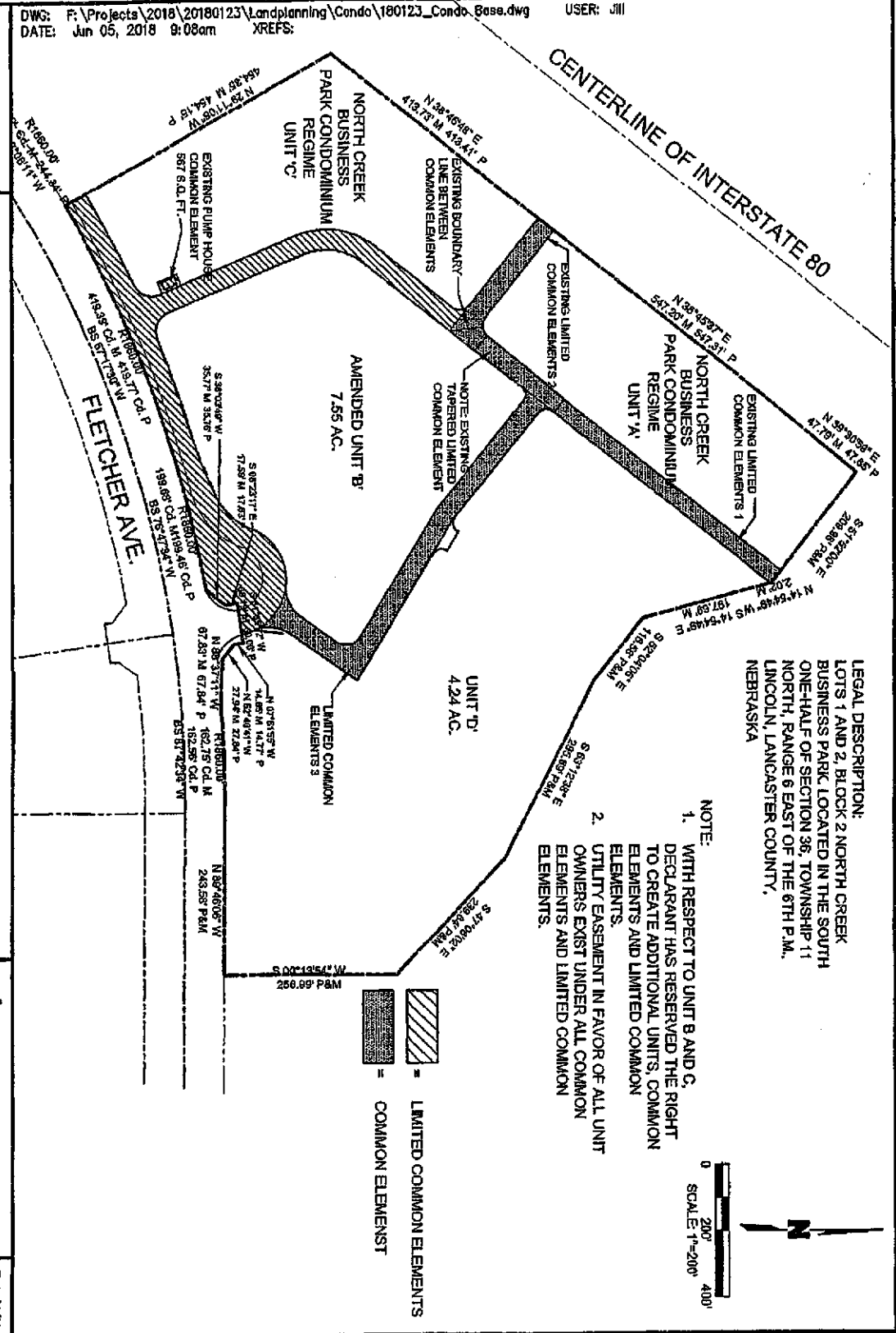
Unit A	15
Unit B	35
Unit C	15
Unit D	35

NO
NOCRBP

drawn by: jds
 checked by: -
 project no.: 2018-0123
 date: 5/31/2018

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AMENDED NORTH CREEK BUSINESS PARK CONDOMINIUM REGIME LINCOLN, NEBRASKA

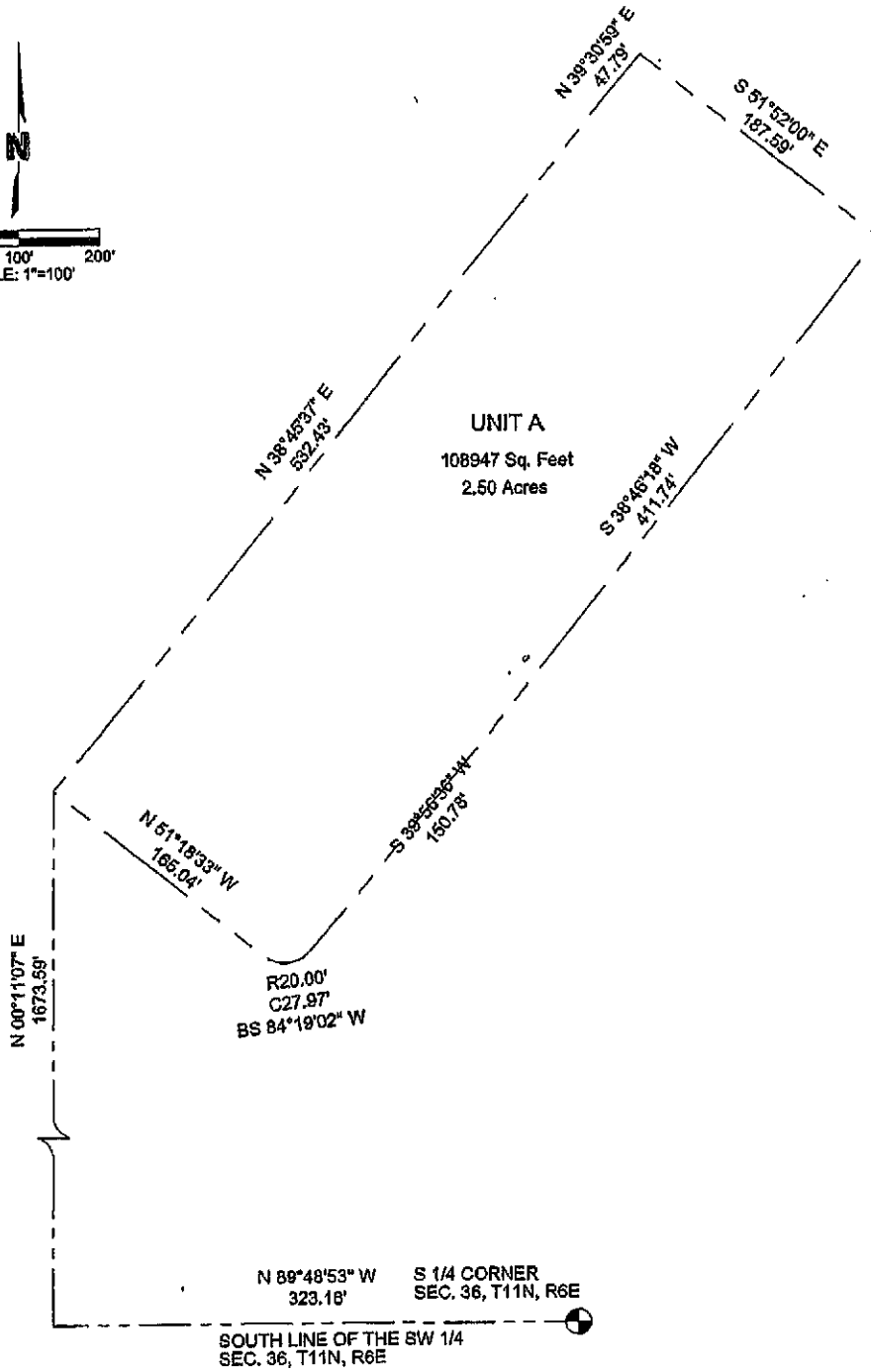
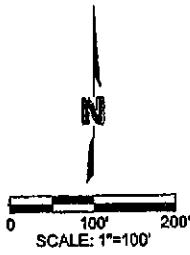


CD

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EXHIBIT
1



UNIT A
108947 Sq. Feet
2.50 Acres

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drawn by: jds
 checked by: --
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 date: 06/05/2018

UNIT 'A'
AMENDED NORTH CREEK BUSINESS PARK
CONDOMINIUM REGIME
LINCOLN, NEBRASKA

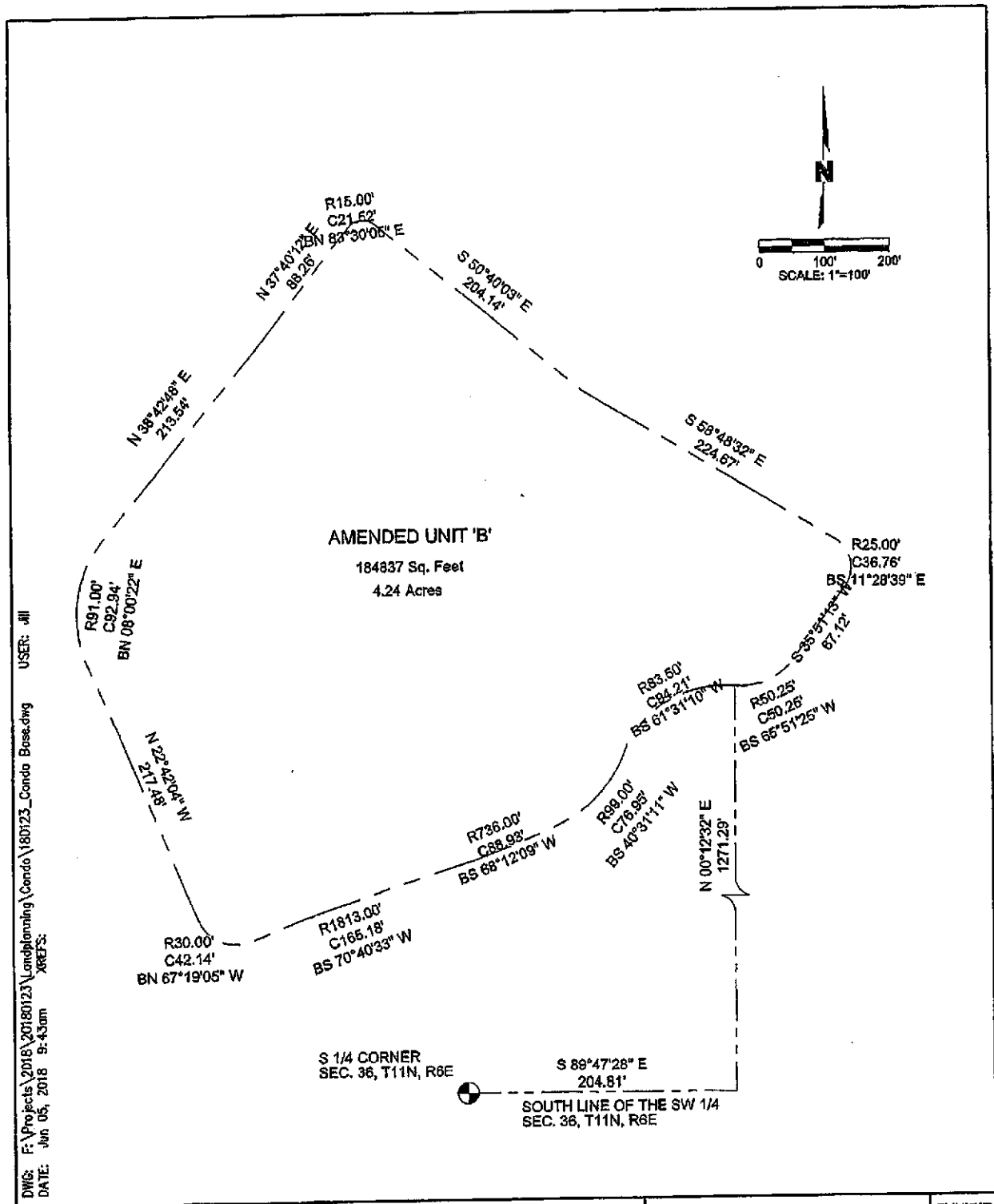


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EXHIBIT

2



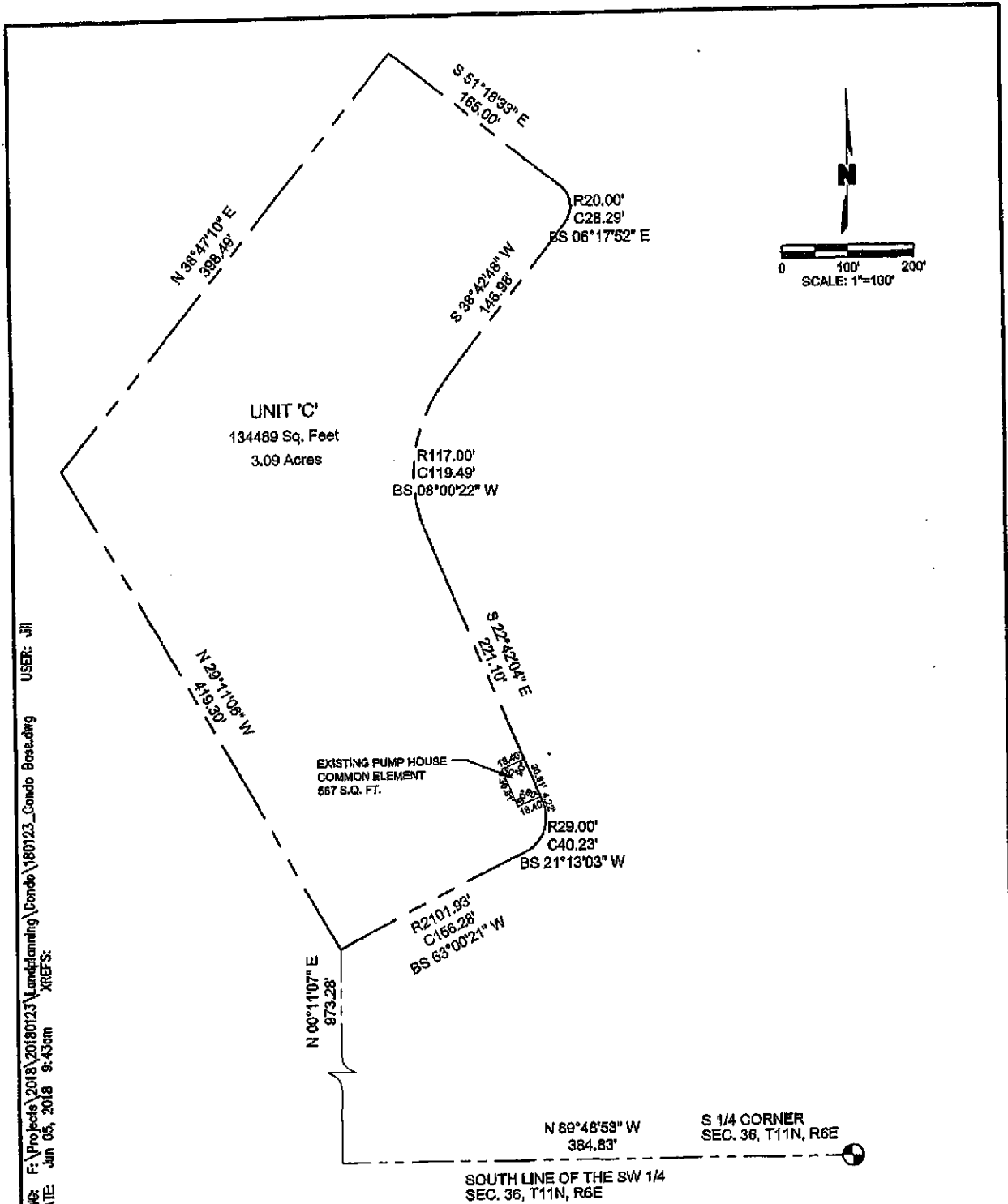
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 checked by: -
 project no.: 2018-0123
 date: 06/05/2018

AMENDED UNIT 'B'
AMENDED NORTH CREEK BUSINESS PARK
CONDOMINIUM REGIME
LINCOLN, NEBRASKA


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EXHIBIT
 3



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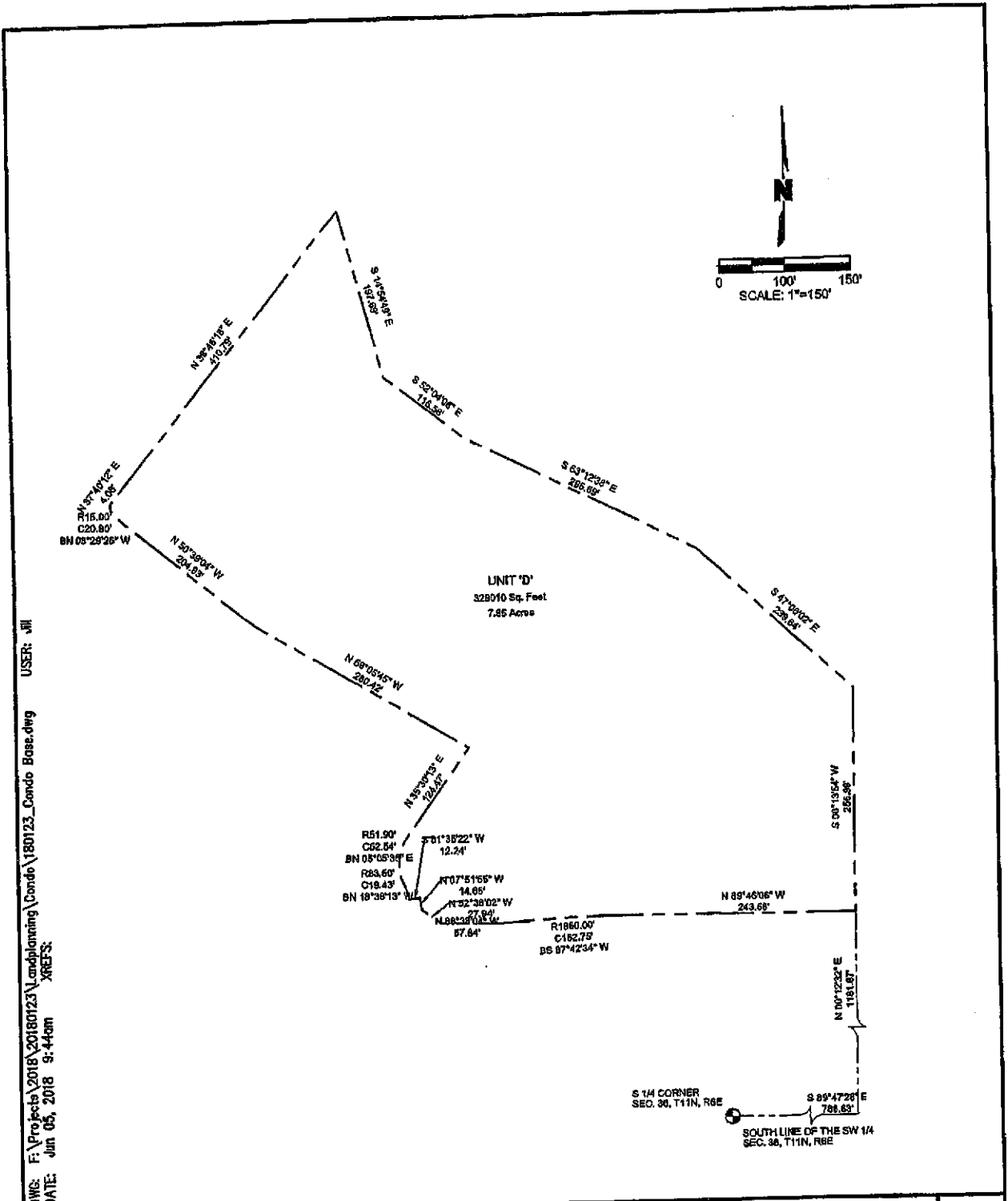
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 checked by: -
 project no.: 2018-0123
 date: 06/06/2018

UNIT 'C'
AMENDED NORTH CREEK BUSINESS PARK
CONDOMINIUM REGIME
LINCOLN, NEBRASKA

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EXHIBIT
4



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drawn by: jds
 checked by: -
 project no.: 2018-0123
 date: 06/05/2018

UNIT 'D'
AMENDED NORTH CREEK BUSINESS PARK
CONDOMINIUM REGIME
LINCOLN, NEBRASKA


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EXHIBIT
5

UNIT 'A'

A legal description of Unit 'A', "North Creek Business Park Condominium Regime", being a part of Lot 1 Block 2 "North Creek Business Park", located in the South Half of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the South Quarter Corner of Section 36, Thence Westerly on the South Line of the Southwest Quarter of Section 36 on an assumed bearing of N 89°48'53" W, for a distance of 323.18'; Thence N 00°11'07" E, for a distance of 1673.59' to the most Westerly corner of Unit 'A' "North Creek Business Park Condominium Regime" said point also being the **Point of Beginning**:

Thence N 38°45'37" E for a distance of 532.43';
Thence N 39°30'59" E for a distance of 47.79';
Thence S 51°52'00" E for a distance of 187.59';
Thence S 38°46'18" W for a distance of 411.74';
Thence S 39°56'36" W for a distance of 150.78';
Thence with a tangential curve turning to the right with an arc length of 30.98', with a radius of 20.00', with a chord bearing of S 84°19'02" W, with a chord distance of 27.97';
Thence N 51°18'33" W for a distance of 165.04' to the Point of Beginning, and having a calculated area of 2.50 acres or 108947 sq. ft. more or less.

Subject to any and all easements and restrictions of record

UNIT 'B'

A legal description of a portion of Unit 'B', "North Creek Business Park Condominium Regime", being a portion of Lots 1 and 2, Block 2 "North Creek Business Park", located in the South Half of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the South Quarter Corner of Section 36, Thence Easterly on the South Line of the Southeast Quarter of Section 36 on an assumed bearing of S 89°47'28" E, for a distance of 204.81'; Thence N 00°12'32" E, for a distance of 1271.29' to a point on the Southerly Line of said Unit 'B' "North Creek Business Park Condominium Regime" said point also being the **Point of Beginning**:

Thence on the Southerly, Westerly and Northwesterly Lines of Unit 'B' "North Creek Business Park Condominium Regime" the following 9 courses:

With a non-tangential curve turning to the left with an arc length of 100.09', with a radius of 83.50', with a chord bearing of S 61°31'10" W, with a chord distance of 94.21';
Thence with a reverse curve turning to the right with an arc length of 79.03', with a radius of 99.00', with a chord bearing of S 40°31'11" W, with a chord distance of 76.95';
Thence with a compound curve turning to the right with an arc length of 88.98', with a radius of 736.00', with a chord bearing of S 68°12'09" W, with a chord distance of 88.93';
Thence with a reverse curve turning to the left with an arc length of 165.23', with a radius of 1813.00', with a chord bearing of S 70°40'33" W, with a chord distance of 165.18';
Thence with a reverse curve turning to the right with an arc length of 46.72', with a radius of 30.00', with a chord bearing of N 67°19'05" W, with a chord distance of 42.14';
Thence N 22°42'04" W for a distance of 217.48';
Thence with a tangential curve turning to the right with an arc length of 97.54', with a radius of 91.00', with a chord bearing of N 08°00'22" E, with a chord distance of 92.94';
Thence N 38°42'48" E for a distance of 213.54';
Thence N 37°40'12" E for a distance of 88.26';
Thence leaving the Northwesterly Line of Unit 'B' "North Creek Business Park Condominium Regime" with a tangential curve turning to the right with an arc length of 24.00', with a radius of 15.00', with a chord bearing of N 83°30'05" E, with a chord distance of 21.52';
Thence S 50°40'03" E for a distance of 204.14';
Thence S 58°48'32" E for a distance of 224.67';
Thence with a tangential curve turning to the right with an arc length of 41.30', with a radius of 25.00', with a chord bearing of S 11°28'39" E, with a chord distance of 36.76';
Thence S 35°51'13" W for a distance of 67.12';
Thence with a tangential curve turning to the right with an arc length of 52.63', with a radius of 50.25', with a chord bearing of S 65°51'25" W, with a chord distance of 50.25' to the Point of Beginning, and having a calculated area of 4.24 acres or 184837 sq. ft. more or less.

Subject to any and all easements and restrictions of record

UNIT 'C'

A legal description of Unit 'C', "North Creek Business Park Condominium Regime", being a part of Lot 2, Block 2 "North Creek Business Park", located in the South Half of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the South Quarter Corner of Section 36, Thence Westerly on the South Line of the Southwest Quarter of Section 36 on an assumed bearing of N 89°48'53" W, for a distance of 384.83'; Thence N 00°11'07" E, for a distance of 973.28' to the most Southerly corner of Unit 'C' "North Creek Business Park Condominium Regime" said point also being the **Point of Beginning**:

Thence N 29°11'06" W for a distance of 419.30';
Thence N 38°47'10" E for a distance of 398.49';
Thence S 51°18'33" E for a distance of 165.00';
Thence with a tangential curve turning to the right with an arc length of 31.42', with a radius of 20.00', with a chord bearing of S 06°17'52" E, with a chord distance of 28.29';
Thence S 38°42'48" W for a distance of 146.98';
Thence with a tangential curve turning to the left with an arc length of 125.41', with a radius of 117.00', with a chord bearing of S 08°00'22" W, with a chord distance of 119.49';
Thence S 22°42'04" E for a distance of 221.10';
Thence with a tangential curve turning to the right with an arc length of 44.46', with a radius of 29.00', with a chord bearing of S 21°13'03" W, with a chord distance of 40.23';
Thence with a reverse curve turning to the left with an arc length of 156.31', with a radius of 2101.93', with a chord bearing of S 63°00'21" W, with a chord distance of 156.28' to the Point of Beginning, and having a calculated area of 3.09 acres or 134489 sq. ft. more or less.

Subject to any and all easements and restrictions of record

UNIT 'D'

A legal description of a portion of Unit 'B', "North Creek Business Park Condominium Regime", being a portion of Lot 1, Block 2 "North Creek Business Park", located in the South Half of Section 36, Township 11 North, Range 6 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the South Quarter Corner of Section 36, Thence Easterly on the South Line of the Southeast Quarter of Section 36 on an assumed bearing of S 89°47'28" E, for a distance of 788.63'; Thence N 00°12'32" E, for a distance of 1181.87' to the Southeast Corner of Unit 'B' "North Creek Business Park Condominium Regime" said point also being the **Point of Beginning**; Thence on the Southerly Line of Unit 'B' "North Creek Business Park Condominium Regime" the following 7 courses:

N 89°46'06" W for a distance of 243.58';
Thence with a non-tangential curve turning to the left with an arc length of 162.80', with a radius of 1860.00', with a chord bearing of S 87°42'34" W, with a chord distance of 162.75';
Thence N 88°38'04" W for a distance of 67.84';
Thence N 52°38'02" W for a distance of 27.94';
Thence N 07°51'55" W for a distance of 14.65';
Thence S 81°35'22" W for a distance of 12.24';
Thence with a non-tangential curve turning to the left with an arc length of 19.47', with a radius of 83.50', with a chord bearing of N 18°38'13" W, with a chord distance of 19.43';
Thence leaving the Southerly Line of Unit 'B' "North Creek Business Park Condominium Regime" with a reverse curve turning to the right with an arc length of 55.09', with a radius of 51.90', with a chord bearing of N 05°05'36" E, with a chord distance of 52.54';
Thence N 35°30'13" E for a distance of 124.47';
Thence N 59°05'45" W for a distance of 280.42';
Thence N 50°39'04" W for a distance of 204.93';
Thence with a tangential curve turning to the right with an arc length of 23.12', with a radius of 15.00', with a chord bearing of N 06°29'26" W, with a chord distance of 20.90' to a point on the Northwesterly Line of Unit 'B' "North Creek Business Park Condominium Regime";
Thence on the Northwesterly, Northeasterly, and Easterly Lines of Unit 'B' "North Creek Business Park Condominium Regime" the following 7 courses:
N 37°40'12" E for a distance of 4.08';
Thence N 38°46'18" E for a distance of 410.79';
Thence S 14°54'49" E for a distance of 197.69';
Thence S 52°04'06" E for a distance of 116.58';
Thence S 63°12'38" E for a distance of 295.69';
Thence S 47°06'02" E for a distance of 239.64';
Thence S 00°13'54" W for a distance of 256.99' to the Point of Beginning, and having a calculated area of 7.55 acres or 329010 sq. ft. more or less.

Subject to any and all easements and restrictions of record