



MISC 2016086569



OCT 18 2016 14:33 P 12

12/6 mise

19-01760

FEE 76.00 FB 19-01768

BKP EXAM

IND SCAN PRF

B

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/18/2016 14:33:28.41



2016086569

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: Little Marcy Redevelopment
11506 Nicholas St, #100
Omaha, Ne 68154

CHECK NUMBER

Declaration
Of Easements, Covenants and Restrictions
Omaha, Nebraska

This Declaration of Easements, Covenants and Restrictions ("ECR") is made and executed on this 10th day of ~~February~~ February, 2016 ("Effective Date") by Reimer Properties, LLC ("Apartment Owner"), and Little Marcy Redevelopment, LLC ("Townhouse Developer"), for the certain properties legally described on Exhibit A and Exhibit B attached hereto and made a part hereof.

Article I
Recitals

- 1.1. Apartment owner is the fee simple owner of certain Apartment Property (as herein defined) located in the City of Omaha, County of Douglas and State of Nebraska, legally described on Exhibit "A" attached hereto and made a part hereof.
- 1.2. Townhouse owner is the owner of certain Townhouse Property (as herein defined) located in the City of Omaha, County of Douglas and State of Nebraska, legally described on Exhibit "B" attached hereto and made a part hereof.
- 1.3. The Townhouse Developer desires to subdivide such Townhouse Property into multiple lots and construct, or cause to be constructed a residential community consisting of fee simple townhomes ("Project"). All fee simple townhomes constructed on the Townhouse Property shall be part of the Project and shall be governed by the terms of this Declaration.
- 1.4. Apartment Owner and Townhouse Developer desire to demolish and reconstruct certain Apartment Property Improvements (as hereinafter defined) on the Apartment Property.
- 1.5. Apartment Owner and Townhouse Developer desire for the Project and Apartment Property Improvements to be developed pursuant to a general plan of improvement which is defined in Article 3 hereof.
- 1.6. Apartment Owner is granting Owner (as herein defined) a Perpetual Easement to provide vehicular, pedestrian, and construction access from Mason Street to the Project. That easement is designated and identified on Exhibit E.

Article II
Definitions

- 2.1. For purposes of this ECR the following terms shall have the following meanings:
 - a) "Apartment Owner" shall mean Reimer Properties, LLC or their successors or assigns.
 - b) "Apartment Property" shall mean the property Legally Described on Exhibit A attached hereto and made a part hereof.
 - c) "Apartment Property Improvements" shall have the meaning ascribed in Article III hereof.
 - d) "Existing Pavement Area" shall mean the existing paved area on the Apartment Property designated and identified on Exhibit C.
 - e) "Homeowners' Association" shall mean the TO-BE-FORMED HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation.

- f) "Lot" shall mean that part of the Property created by the replat as a legal lot of the Bartletts Addition to Omaha Replat 6 Subdivision.
- g) "New Access Area" shall mean the newly constructed paved area designated and identified on Exhibit D.
- h) "Outlot" shall mean that part of the Townhouse Property created by the replat as a legal outlot of the Bartletts Addition to Omaha Replat 6 Subdivision.
- i) "Owner" shall mean the party or parties owning fee simple title to any Lot according to the records of Douglas County, Nebraska.
- j) "Townhouse Developer" shall mean Little Marcy Redevelopment, LLC or their successors or assigns.
- k) "Townhouse Property" shall mean the Subdivision Bartletts Addition to Omaha Replat 6, legally described on Exhibit B, to be platted and recorded in accord with the laws, regulations and ordinances of the City of Omaha, Nebraska, which plat and application for subdivision is particularly described on Exhibit E attached hereto and made a part hereof.

Article III

Apartment Property Improvements

- 3.1. **Demolition and Removal.** Between the time Townhouse Developer commences Construction on the Project and the time Townhouse Developer receives a Certificate of Occupancy from The City of Omaha for the operation or sale of the project, Townhouse Developer shall demolish and remove or cause to be demolished and removed at its expense the Existing Pavement Area. Townhouse Developer shall give Apartment Owner at least two weeks' notice of such commencement date.
- 3.2. **Installation of Improvements.** Within thirty days from such date of completion of Demolition and Removal, Townhouse Developer shall install or cause to be installed the New Access Area.

Article IV

Easements

- 4.1. **Access Easement.** Owner is hereby granted a perpetual access easement over and across the area located on Apartment Property and described as Access Easement on Exhibit F for use by themselves, agents, tenants, employees or invitees for construction of the project and access to their respective Lots and any Outlots.

Article V

Repairs, Replacement, and Maintenance

- 5.1. Upon Completion of the Project and Apartment Property Improvements, The Homeowners' Association, acting as the governing body of the Project, shall be responsible for any and all costs pertaining to the ongoing repairs, replacement, and maintenance of the New Access Area located within the Access Easement and more specifically identified on Exhibit d. This includes that portion of the Pavement and curbs that is located in the Public Right-of-Way and provides as a means of access From Mason Street to the Access Easement.

Article VI
Miscellaneous

- 6.1. Owner's liability Subsequent to Sale. Upon the sale of any Lot, the Owner so selling shall not have any further liability for obligations set forth herein which accrue against such Lot after the date of conveyance; provided, however, nothing herein shall be construed so as to relieve an Owner of any Lot from liabilities or obligations incurred prior to such sale pursuant to this ECR.
- 6.2. Not a Public Dedication. Nothing contained in this ECR shall be deemed a gift or dedication of any portion of the Property or the Outlet to the general public or for the general public or for any public use whatsoever, it being the intention of Apartment Owner and Townhouse Developer that this ECR shall be strictly limited to the purposes expressed herein.
- 6.3. Severability. All of the conditions, covenants, restrictions and easements contained in this ECR shall be construed together, but if it shall at any time be held that any one of such conditions, covenants, restrictions and easement, or any part thereof is invalid or for any reason becomes unenforceable, no other condition, covenant, restriction or easement or any part thereof shall be affected or impaired.
- 6.4. Singular and Plural. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
- 6.5. Easements. The easements granted in Article IV hereof shall run with the land, and this ECR shall be recorded in the records of Douglas County with the replat of the Townhouse Property.
- 6.6. Conditions to be Satisfied. Notwithstanding any clause in this agreement, in the event the following conditions have not been satisfied or waived, this agreement shall be void: (i) demolition of existing structure on the Townhouse Property within 120 days of the execution of this agreement, and (ii) commencement of the Project within two years from the execution of this agreement.

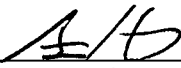
Upon satisfaction of these following conditions the parties agree to execute any reasonable document to be recorded to set forth the terms have been satisfied.

[Signature Page Follows]

IN WITNESS WHEREOF, Apartment Owner and Townhouse Developer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

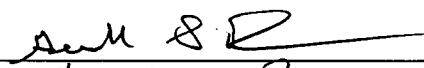
Townhouse Developer:

LITTLE MARCY REDEVELOPMENT, LLC

By: 
Name: Steven Hald
Title: Manager

Apartment Owner:

REIMER PROPERTIES, LLC

By: 
Name: Gerald S. Reimer
Title: Managing Member

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 10th day of February, 2016, by Gerald Reimer, Managing Member of Reimer Properties, LLC, a Nebraska limited liability company.

Lisa A Naylor
Notary Public



Lisa A Naylor
Printed Name of Notary Public

My commission expires: 11-28-19

Place Notary Stamp or Seal Above

STATE OF Neb.)

) ss.

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 10th day of February, 2016, by Steven Held, Manager of Little Marcy Redevelopment, LLC, a Nebraska limited liability company.

Lisa A Naylor
Notary Public

Lisa A Naylor
Printed Name of Notary Public

My commission expires: 11-28-19

Place Notary Stamp or Seal Above

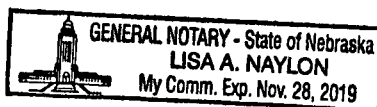


EXHIBIT A
APARTMENT PROPERTY LEGAL DESCRIPTION

BARTLETTS ADD LOT 4 BLOCK 0 W 85 E 455 LT 4 EXCESS VALUE

18-01760

EXHIBIT B
TOWNHOUSE PROPERTY LEGAL DESCRIPTION

19-01768

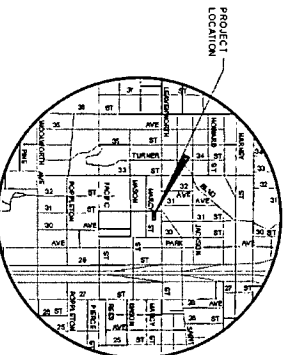
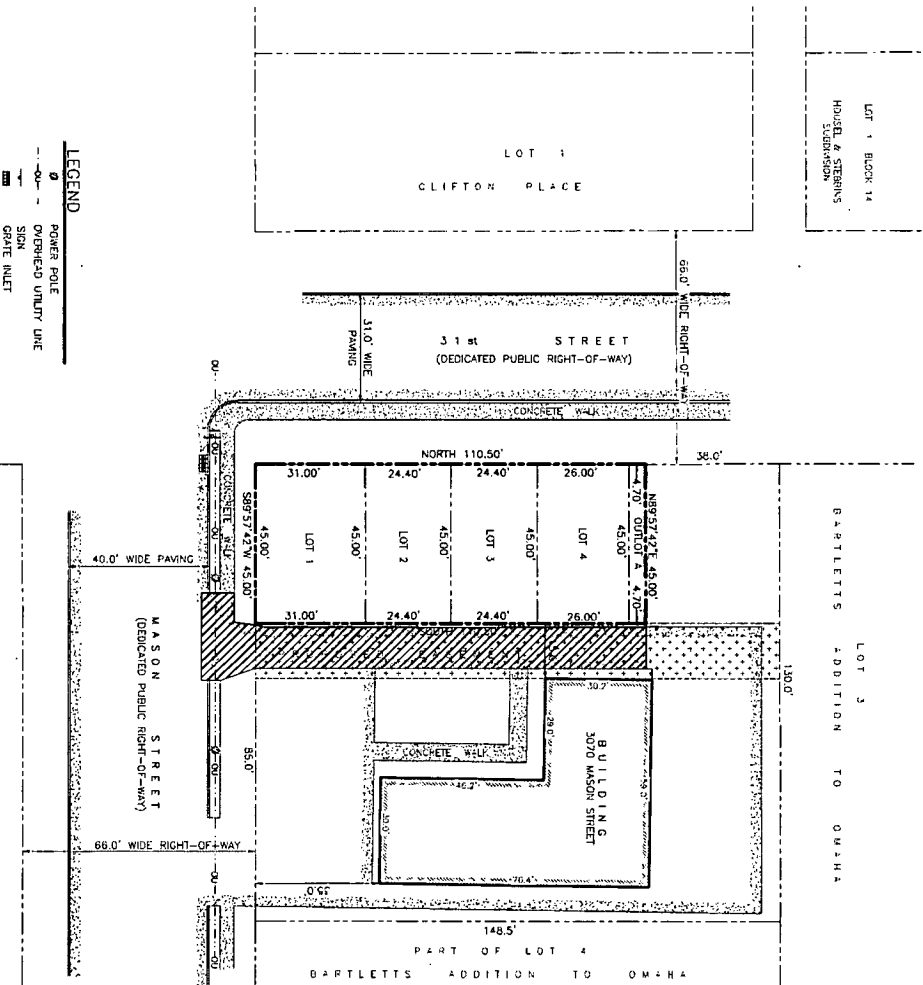
LOTS 1, 2, 3, 4, AND OUTLOT A, BARTLETTS ADDITION TO OMAHA REPLAT 6, BEING A REPLATTING OF THE WEST 45.0 FEET OF THE SOUTH 110.5 FEET OF LOT 4 BARTLETTS ADDITION TO OMAHA, A SUBDIVISION IN DOUGLAS COUNTY NEBRASKA.

EXHIBIT C

BARTLETTS ADDITION TO OMAHA REPLAT 6 LOTS 1, 2, 3, 4 AND OUTLOT A



EXISTING PAVING AREA-PAVING AREA TO BE DEMOLISHED AND REMOVED



VICINITY MAP

SUBDIVIDER

LITTLE MARCY DEVELOPMENT LLC
11505 NICHOLAS STREET SUITE 100
OMAHA, NEBRASKA 68154

ENGINEER

THOMPSON, DREESSEN & DONNER, INC.
10836 OLD MILL ROAD
OMAHA NEBRASKA 68154

LEGAL DESCRIPTION

THE WEST 45.00 FEET OF THE SOUTH
110.50 FEET OF LOT 1, BARTLETTS
ADDITION TO OMAHA, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA

NOTES

1. NO CONTIGUOUS ARE SHOWN AS NO
GRAVING IS PROPOSED.
2. EXISTING ZONING IS R7.
3. ALL REQUIRED UTILITIES EXIST.
4. EXISTING HOUSE AND IMPROVEMENTS
ON LOTS 1, 2, 3, 4 AND OUTLOT A
WILL BE REMOVED.

TDP2
engineering
& surveying

Thompson, Dreesen & Donner, Inc.
10836 Old Mill Road
Omaha, NE 68154
P: 402.232.8830 F: 402.232.5400
tdp2@tdp2.com

BARTLETTS ADDITION TO OMAHA REPLAT 6
LOTS 1, 2, 3, 4 AND OUTLOT A

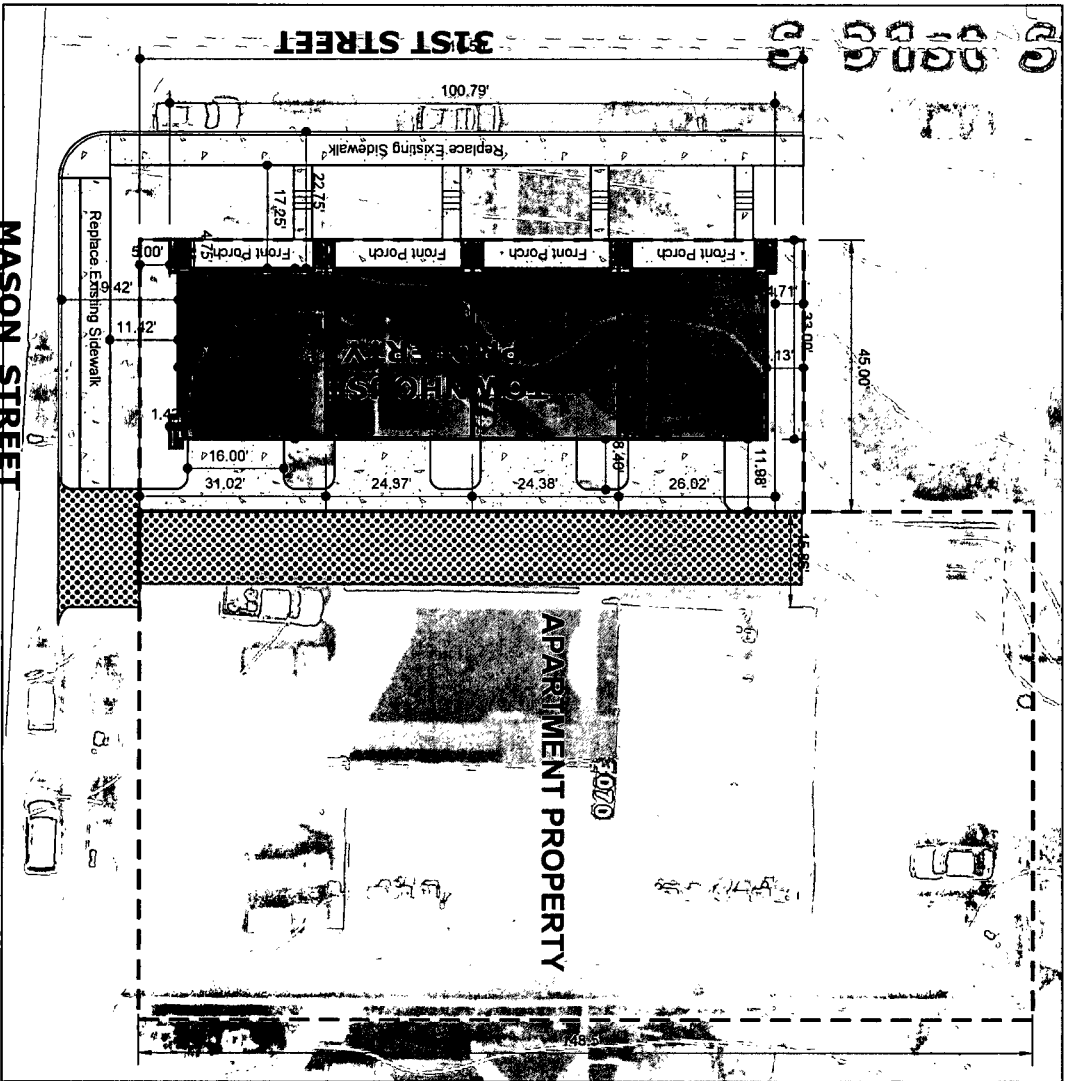


DATE	BY	REVISION
11/15/2017	TD	1.0
11/15/2017	TD	1.1
11/15/2017	TD	1.2
11/15/2017	TD	1.3
11/15/2017	TD	1.4
11/15/2017	TD	1.5
11/15/2017	TD	1.6
11/15/2017	TD	1.7
11/15/2017	TD	1.8
11/15/2017	TD	1.9
11/15/2017	TD	1.10
11/15/2017	TD	1.11
11/15/2017	TD	1.12
11/15/2017	TD	1.13
11/15/2017	TD	1.14
11/15/2017	TD	1.15
11/15/2017	TD	1.16
11/15/2017	TD	1.17
11/15/2017	TD	1.18
11/15/2017	TD	1.19
11/15/2017	TD	1.20

CITY OF OMAHA
PRELIMINARY PLAN

SHEET 1 OF 1

EXHIBIT D



N
0' 20'
1" = 20'

Legend

NEW ACCESS AREA-PAVING
TO BE CONSTRUCTED
OF CONCRETE TO A DEPTH OF
AT LEAST 6"



LEAVENWORTH
ROWS
31 MASON EAST

(Designer is not a professional engineer.
Size, site suitability and dimensions are to be verified by
general contractor/subcontractor at the time of construction.)

UPTOWN
URBAN DWELLINGS

UPTOWN PROPERTIES, LLC
DBA UPTOWN URBAN DWELLINGS
11506 Nicholas St. STE 100
Omaha, NE 68154
402.493.2800

SITE LOCATION
3078 Mason Street
Omaha, NE 68105

PROJECT PHASE
LEAVENWORTH
ROWS
PROJECT SITE NAME
31 MASON EAST

ISSUE
08/25/2015
DRAWN BY
STEVEN HELD

Conceptual
Site Plan

LP.02

BARTLETT'S ADDITION TO OMAHA REPLAY 6

LOTS 1, 2, 3, 4 AND OUTLOT A

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT PERSONAL SUPERVISION THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOTS BEING PLATTED.

CHRIS E. DORNER

[illegible]

BY: STEVEN HELD, MANAGER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2016 BY STEVEN HEID, MANAGER OF LITTLE MARCY REDEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR
DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S
CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS
OF THIS OFFICE THIS _____ DAY OF _____, 2016.

TREASURER'S SEAL

I HEREBY APPROVE OF THIS MINOR PLAT OF BARTLETT'S ADDITION TO OMAHA REPLAT 6 ON THIS _____ DAY OF _____, 2016.

CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE.

THIS PLAT OF BAKLETTS ADDITION TO OMAHA REPLAT 6 WAS APPROVED BY THE OMAHA CITY PLANNING BOARD ON THIS _____ DAY OF _____, 2016.

CHAIRMAN

THIS PLAN OF BARTLETT'S ADDITION TO OMAHA REPLAT 6 WAS APPROVED AND ACCEPTED BY THE OMAHA CITY COUNCIL BOARD ON THIS _____ DAY OF _____, 2016.

MAYOR

ENT

SRH

REVIEW BY THE DOUGLAS COUNTY ENGINEER
THIS PLAT OF BARLETT'S ADDITION TO OMAHA REPLAT 6 WAS
REVIEWED BY THE DOUGLAS COUNTY ENGINEER.

DATE: _____

DOUGLAS COUNTY ENGINEER

thompson, dreszen & dornier, inc
10836 Old Mill Rd
Omaha, NE 68154
P.402.330.8880 F.402.330.5666
td2co.com

TDS
engineering
& surveying

**BARTLETTS ADDITION TO OMAHA REPLAT 6
LOTS 1, 2, 3, 4 AND OUTLOT A**

SHEET 1 OF 1

CITY OF OMAHA
MINOR PLAT

Job No.: B1847-15-1B
Drawn By: RJR
Reviewed By: CED
Date: AUGUST 22, 2015
Book: 14-33
Page: 51 & 52

Page: 51 & 52

Sheet 7 of 8

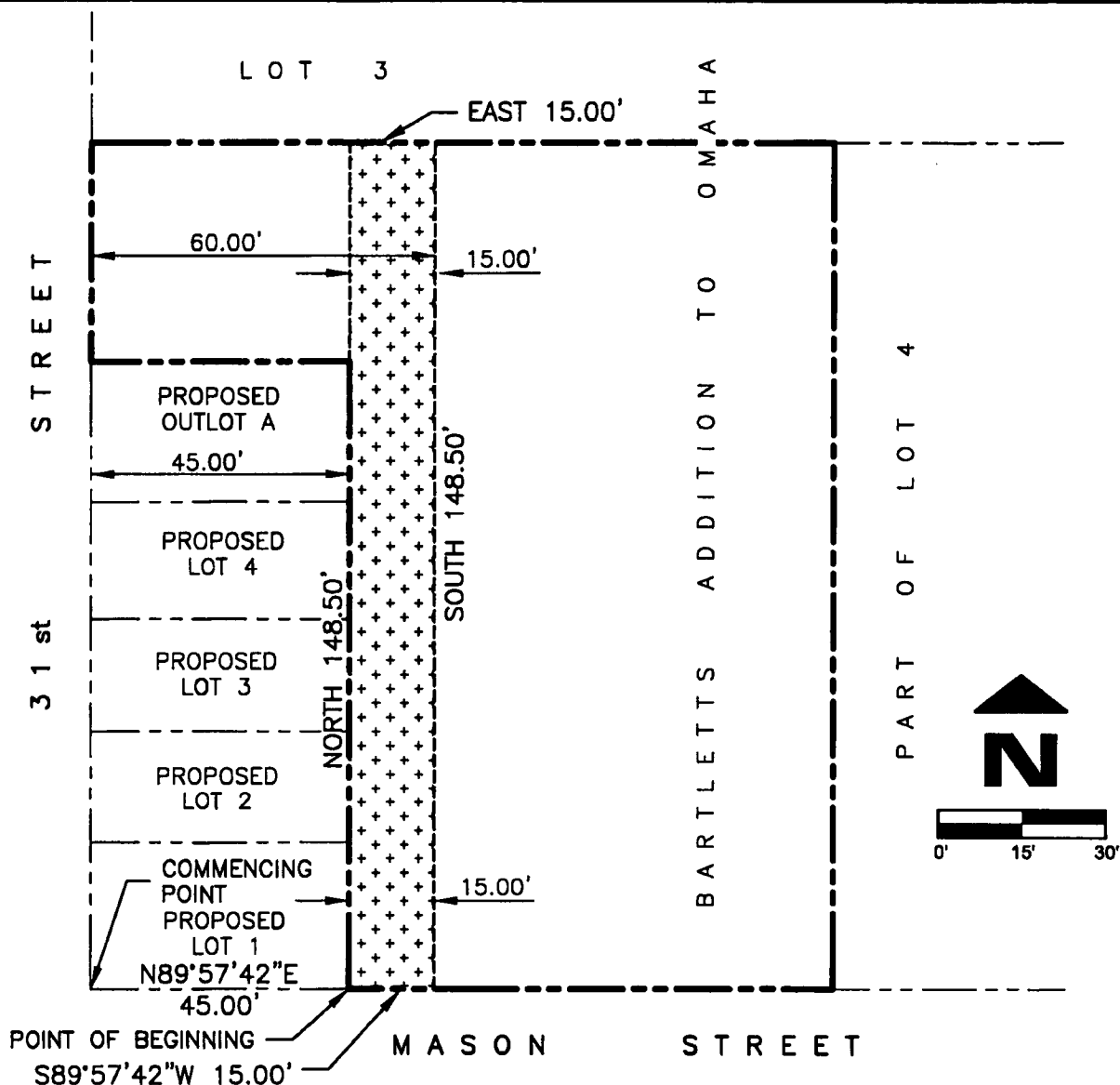
CITY OF

MINOR

Edward Munnier

SHEET

1



LEGAL DESCRIPTION

THAT PART OF LOT 4, BARTLETTS ADDITION TO OMAHA, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 4; THENCE N89°57'42"E (ASSUMED BEARING) 45.00 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE NORTH 148.50 FEET ON A LINE 45.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 TO THE NORTH LINE THEREOF; THENCE EAST 15.00 FEET ON THE NORTH LINE OF SAID LOT 4; THE SOUTH 148.50 FEET ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 TO THE SOUTH LINE THEREOF; THENCE S89°57'42"W 15.00 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.



Job Number: 1947-15-1(EXREV)
thompson, dreessen & dörner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: MARCH 5, 2015
Drawn By: RJR
Reviewed By: CED
Revision Date: 01/18/2016

EXHIBIT " F "

LITTLE MARCY DEVELOPMENT LLC | Book
Page