

After Recording, Return To: Todd Swirczek, 2285 S. 67<sup>th</sup> Street, Suite 250, Omaha, NE 68106

TOP PORTION FOR USE BY THE OFFICE OF THE REGISTER OF DEEDS ONLY.

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
AND BILL OF SALE**

ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this “Assignment and Assumption”), is made effective as of the \_\_\_ day of April, 2024, by and between ELMWOOD TOWNHOMES, L.L.C., a Nebraska limited liability company (“Assignor”), and ROWHAUS TOWNHOMES ASSOCIATION, INC., a Nebraska non-profit corporation (“Assignee”).

**W I T N E S S E T H**

Assignor has engaged in the development of certain improvements to that property described on Exhibit A attached hereto and made a part hereof (collectively, the “Property”). In connection with the completion of development of the Property and Assignee’s governance, management, maintenance and operation of the Property on behalf of the owners thereof pursuant to that certain Amended and Restated Declaration of Covenants, Restrictions, and Easements of Rowhaus Townhomes, dated March 27, 2023 and recorded on April 6, 2023 in the records of the Douglas County, Nebraska Register of Deeds office as Instrument No.2023022752 (the “Declaration”), Assignor has agreed to assign the certain Obligations (as hereinafter defined) affecting the Property to Assignee and Assignee has agreed to assume such Obligations, and Assignor has agreed to convey the certain Improvements (as hereinafter defined) upon the Property to Assignee and Assignee has agreed to accept such Improvements.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and receipt whereof hereby is acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to any and all Common Improvements, Utility Facilities and Common Utility Facilities (as such terms are defined in the Declaration) as may have been constructed or exist on the Property (the "Improvements").

2. Assignor makes no representation or warranty, express or implied, at law or in equity, regarding any of the Improvements, and disclaims any implied warranty, including but not limited to any warranties of merchantability and or fitness for a particular purpose.

3. Assignor hereby conveys, assigns, transfers and sets over unto Assignee, all of its right, title and interest in, under and to the certain agreements described in Exhibit B attached hereto and made a part hereof, as well as any obligations to maintain, improve, replace, remove or otherwise modify the Improvements (the "Obligations").

4. Assignee hereby accepts the conveyance, transfer and assignment of the Improvements and the Obligations and assumes, from and after the date hereof, all of the obligations of Assignor related thereto and arising and accruing on or after the date of this Assignment and Assumption.

5. Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, attorney's fees and court costs) which Assignor may incur, sustain or suffer, or which may be asserted or charged against Assignor, arising out of, pertaining to or in any way connected with the Improvements or Assignee's obligations, duties and liabilities under the Obligations first arising or accruing on and after the date hereof.

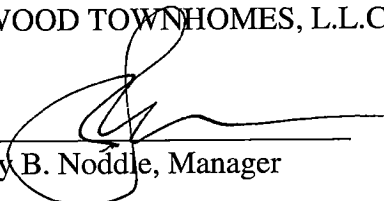
6. The terms and provisions of this Assignment and Assumption shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. This instrument may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same document.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed as of the date first above written.

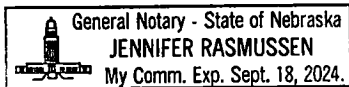
**ASSIGNOR:**


ELMWOOD TOWNHOMES, L.L.C.

By:   
Jay B. Noddle, Manager

STATE OF NEBRASKA    )  
  ) SS.  
COUNTY OF DOUGLAS    )

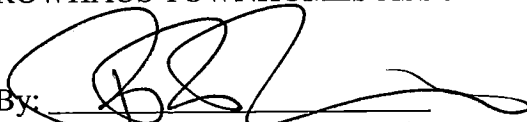
On this, the 9 day of April, 2024, before me, a Notary Public in and for the State of Nebraska, personally appeared Jay B. Noddle, Manager of Elmwood Townhomes, L.L.C., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the company.



  
Notary Public  
My Commission Expires 9/18/2024

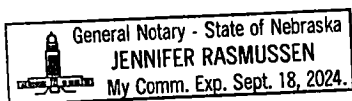
**ASSIGNEE:**


ROWHAUS TOWNHOMES ASSOCIATION, INC.

By:   
Paul R. Dietsch, Vice President

STATE OF NEBRASKA    )  
  ) SS.  
COUNTY OF DOUGLAS    )

On this, the 9 day of April, 2024, before me, a Notary Public in and for the State of Nebraska, personally appeared Paul R. Dietsch, Vice President of Rowhaus Townhomes Association, Inc., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the company.



  
Notary Public  
My Commission Expires 9/18/2024

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 1 through 20, inclusive, and Outlot A, all in Elmwood Townhomes, a subdivision, as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska.

**EXHIBIT B**  
**OBLIGATIONS**

Post Construction Stormwater Management Plan Maintenance Agreement and Easement, by Elmwood Townhomes, L.L.C., dated February 8, 2023

Permanent Sewer Easement by Elmwood Townhomes, L.L.C., dated August 16, 2023 and recorded on December 12, 2023 in the records of the Douglas County, Nebraska Register of Deeds office as Instrument No.2023093045

Encroachment Agreement, by and between Elmwood Townhomes, L.L.C. and the City of Omaha, dated April 4<sup>th</sup>, 2024