



MEL
After Recording, Return To:
Tim O'Neill
O'Neill, Heinrich, Damkroger
Bergmeyer & Shultz, P.C., L.L.O.
121 S. 13th St., Ste. 800
Lincoln, NE 68508

East O Agreement

This East O Agreement (the "Agreement") is made and entered into effective on the date of the last party to sign by and between East O Realty Company, a Nebraska corporation ("East O"), and Heritage Lakes, LLC, a Nebraska limited liability company ("Heritage").

RECITALS

- A. East O is the owner of certain real property legally described on Exhibit A which is attached hereto and incorporated herein, (the "East O Property").
- B. Heritage is the owner of certain real property that is adjacent to the East O Property and legally described on Exhibit B which is attached hereto and incorporated herein (the "Heritage Property").
- C. East O and Heritage desire to establish certain rights and obligations with respect to these properties, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Detention Area Easement. East O does hereby GRANT, BARGAIN, SELL AND CONVEY to Heritage, its successors and assigns, a perpetual non-exclusive easement for water detention (as hereinafter defined) on, over and across those portions the East O Property legally described on Exhibit C and depicted on Exhibit D, which Exhibits are attached hereto and incorporated herein (the "Easement Areas"), for the use and benefit, in common with others, of the owners of the Heritage Property and their successors and assigns including any homeowners association (the "Easement"). Grantor shall specifically exclude and prohibit in the Easement Areas (a) any improvement that may obstruct or interfere with water detention and (b) any change of existing grade (other than grade changes to create and maintain the water detention areas).

1.1 Maintenance Obligations. East O, by itself or through its tenant, agrees to mow and to perform other normal golf course maintenance in the Easement Areas. Heritage agrees to fix and repair any damage, including without limitation water damage, caused to the Easement Areas as a result of a defective design of the water detention cells or defective control structures or outlets. Heritage further agrees to perform routine maintenance to the Easement Areas necessary to allow such areas to function as water detention cells. Heritage agrees construct the control structure(s) and outlets in the Easement Areas in accordance with the specifications set forth in Exhibit E and to maintain such structures and outlets in good condition. Heritage agrees to repair any damage to the Easement Areas as a result of constructing the control structure(s) and outlet, shall ensure that upon completion of the control structure(s) and outlet work that the Easement Area and any surrounding East O Property is in substantially the same condition as before the work (excluding any repair activities related to reestablishing turf on the Easement Area and surrounding East O Property, which is not Heritage's responsibility), and shall only perform such work at times and in a manner to minimize disruptions to golf course activities.

1.2. Access. East O grants Heritage the temporary right to enter the East O Property for the limited purposes of completing its obligations under this Agreement including, without limitation, (a) removing the fence between the East O Property and Heritage Property, (b) performing the initial clean-up of tree/bush/shrub area along the south side of hole number 1 of the Hillcrest Golf Course; provided, however, the removal, trimming and pruning of any plant material shall be mutually approved by Heritage and Hillcrest Country Club, (c) removing the below grade tanks and connecting the city sewer system as contemplated by Section 3 below and (d) constructing and maintaining the detention cells, control structure(s) and outlets in the Easement Areas. Heritage agrees to repair any damage to East O Property in performing such work, shall ensure that upon completion of such work that the East O Property is in substantially the same condition as before the work (excluding any repair activities related to reestablishing turf on the East O Property, which is not Heritage's responsibility), and shall only perform such work at times and in a manner to minimize disruptions to golf course activities.

1.3 No Public Dedication. It is mutually agreed that the Easement is not intended and shall not be construed as a dedication of the property covered thereby for public use, and the parties hereto hereby agree to refrain from and take whatever steps may be necessary to avoid such dedication.

2. Payment, Annexation & Platting. Contemporaneously with the execution of this Agreement, Heritage agrees to pay East O Fifty Seven Thousand Two Hundred Forty Dollars (\$57,240.00) (the "Payment"). Upon Payment, this Agreement may be recorded with the Lancaster County, Nebraska Register of Deeds. East O may join the annexation petition of Heritage and shall only be responsible for its legal fees and expenses and any applicable cost, charge or expense imposed on East O by the City of Lincoln with respect to annexation such East O Property (specifically excluding any cost and expense involving the extension of city water and sanitary sewer contemplated by Section 3 below and any costs and expenses for any other improvements required by the City of Lincoln and identified in the annexation agreement).

East O waives any object to the annexation involving the Heritage Property and any plat thereof. The parties agree that any utility easement required by such annexation or plat along the common boundary line located on the south side of the East O Property and the north side of the Heritage Property shall be split evenly on each side of such common boundary line. East O agrees to provide reasonable documentation and approvals as may be necessary to add the designated portion of the East O Property to Heritage's application for annexation to the City of Lincoln.

3. Sanitary Sewer & Water.

3.1 Removal. Following execution of this Agreement, Heritage, at its sole cost and expense, agrees to remove and abandon the sewer system extending from the south lot line of the East O Property into the Heritage Property. Upon abandonment of sewer system extending into the Heritage Property, Heritage agrees to periodically remove, as necessary, excess fluid from below grade sewer tanks located near the practice putting green adjacent to hole number 1 until the East O is connected to city sewer system as contemplated by Section 3.2 hereof; provided, however, Heritage shall not have any responsibility for the periodic removal, as necessary, of sludge from such tanks. Until the East O is connected to city sewer system as contemplated by Section 3.2 hereof, East O agrees to utilize and maintain the existing sanitary disposal system (the "Existing East O System"). Heritage agrees to repair any damage to East O Property in removing excess fluid from the below grade sewer tanks, shall ensure that upon completion of such work that the East O Property is in substantially the same condition as before the work (excluding any repair activities related to reestablishing turf on the East O Property, which is not Heritage's responsibility), and shall only perform such work at times and in a manner to minimize disruptions to golf course activities.

3.2 Extension and Connection. Following annexation of the Heritage Property and that portion of the East O Property designated by East O, Heritage, at its sole cost and expense, agrees (a) to extend and connect the City of Lincoln's sanitary sewer system from the Heritage Property to the current outfall line of the East O sewer system located near the practice putting green adjacent to hole number 1 and (b) to extend the city water line from the Heritage Property to south lot line of the East O Property, after such utility services has been extended, and are available for service, to the Heritage Property. After connection of the city sanitary sewer to the outfall line is completed, Heritage, at its sole cost and expense, agrees to remove the below grade tanks near the practice putting green adjacent to hole number 1 in accordance with applicable law including proper abandonment or removal of the tank(s) in accordance with Title 124 of the Nebraska Department of Environmental Quality regulations, back fill with suitable and appropriate clean backfill material, ensure that backfill material is property compacted and the area is graded consistent with the grade prior to the work, , and to disconnect the Existing East O System and East O authorizes and approves of such actions. Heritage agrees to repair any damage to East O Property in removing the below grade tanks, shall ensure that upon completion of such work that the East O Property is in substantially the same condition as before the work (excluding any repair activities related to reestablishing turf on the East O Property, which is not Heritage's responsibility), and shall only perform such work at times and in a manner to minimize disruptions to golf course activities.

3.3 Easement Termination. Except for the "94th Street Easement" (defined in Section 4 hereof), East O agrees that any and all rights, easements and restrictions in favor of, or benefitting, the East O Property on the Heritage Property including, but not limited to, any right to use any sewage system on, and the any right to enter upon, the Heritage Property pursuant to, or arising out of that certain: (i) Sheriff's Deed recorded with the Lancaster County, Nebraska Register of Deeds in Book 309, page 602, (ii) Sheriff's Deed recorded with the Lancaster County, Nebraska Register of Deeds in Book 309, page 604; (iii) Consent Decree of the District Court of Lancaster County, Nebraska, dated February 11, 1975, in the proceeding entitled East "O" Realty Company vs. Kenneth C. Schweitzer et al, in Docket 287, Page 38 and recorded with the Lancaster County, Nebraska Register of Deeds as Instrument No. 75-1675 or (iv) Subdivision recorded with the Lancaster County, Nebraska Register of Deeds in Book 6, page 16 are hereby terminated and shall have no further force or effect whatsoever.

4. South 94th Street. From and after the recording of a final plat applicable to the Heritage Property, the parties acknowledge that the roadway located within that certain easement recorded with the Lancaster County, Nebraska Register of Deeds in Book 44, page 461 (the "94 Street Easement") will be reconfigured in accordance with such plat and may be temporarily closed during construction of such street improvements. Heritage, at its expense, shall construct all of the improvements to 94th Street that may be required by the City of Lincoln in connection with the platting of the Heritage Property. East O hereby waives any claim against Heritage related to such reconfiguration and temporary closure so long as after such construction is completed, the East O and its tenant and their invitees have access between the East O Property and A Street. East O represents and warrants to Heritage that East O is the beneficiary of the 94 Street Easement and agrees to cooperate with Heritage with respect to (a) the replatting of the Heritage Property, (b) the dedication of all or a portion of the roadway located within the 94th Street Easement to the public and (c) the acceptance of the maintenance of such roadway by the City of Lincoln. East O and Heritage further agree that with respect to any portion of the roadway that is dedicated to the public, the corresponding portion of the 94th Street Easement shall automatically terminate and shall have no further force of effect whatsoever.

5. Abandon Roadways. The Heritage Property is subject to (a) that certain easement for roadway as set forth in the Sheriff's Deed, recorded on April 7, 1939, in Book 309, Page 602 of the Lancaster County, Nebraska Register of Deeds and Sheriff's Deed, recorded on April 11, 1939, in Book 309, Page 604 of the Lancaster County, Nebraska Register of Deeds (the "1939 Roadway Easement") and (b) that certain easement for roadway as set forth in the Conveyance of Easement, recorded on April 1, 1942, in Book 21, Page 643 of the Lancaster County, Nebraska Register of Deeds (the "1942 Roadway Easement"). The 1939 Roadway Easement and the 1942 Roadway Easement each contain a provision that if such easements are not exercised by the owner of Lot A (which lot the parties hereby acknowledge is the East O Property) at any time for a period of three years, then such easements shall thereupon be wholly cancelled and annulled at the end of said period. East O as the owner of Lot A (also known herein as the East O Property) hereby acknowledges and agrees that (x) the 1939 Roadway Easement and the 1942 Roadway Easement have not exercised and not been used as a roadway for over three (3) years, and (y), as a result, 1939 Roadway Easement and the 1942 Roadway Easement have been cancelled and annulled.

6. Golf Course.

6.1 Ownership and Use. The real property and improvements constituting the Hillcrest Golf Course (the "Golf Course") located on the East O Property are currently being operated by Hillcrest Country Club. East O makes no representations or warranties regarding the continuing ownership or operation of the Golf Course. The ownership and operation style of the Golf Course may change at any time without the consent of any owner of the Heritage Property. By acceptance of a deed, each owner of any part of the Heritage Property acknowledges that such owner has no right, title or interest in the Golf Course or right to become a member thereof or any special use rights or fees related to the use of the Golf Course by virtue of being an owner, except as set forth in the Easement. The Golf Course is a private golf course available for use by the members of Hillcrest Country Club.

6.2 Risks Related to Proximity. Each owner of any portion of the Heritage Property, by acceptance of a deed or other conveyance of any portion of the Heritage Property, acknowledges that the proximity of the Golf Course or its facilities to surrounding properties may result in certain foreseeable risks, including the risk of property damage or injury to persons from errant golf balls and other activities inherent to the activities of a golf course (including, but not limited to, windows, stucco, roofing, decking and patio furnishings), which risks are assumed by such owner, and will cause owners to encounter typical Golf Course maintenance activities, including water and/or fertilizer overspray, mowing or other vehicle noise, and that each owner's use and enjoyment of any portion of the Heritage Property may be limited as a result, and that East O and its tenant shall have no obligation to take steps to remove or alleviate such risks or activities, nor shall they have any liability to any owner of any portion of the Heritage Property, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon the Heritage Property or from any water or fertilizer overspray upon the Heritage Property. East O and its tenant shall have no liability to any owner of any portion of the Heritage Property for any golfer trespass.

6.3 Request for Removal. Any owner of any portion of the Heritage Property that is adjacent to the Golf Course may submit a written request to the owner of the East O Property to remove any tree, branch or other vegetation located on the Golf Course. The owner of the East O Property shall not unreasonably withhold its consent to such request for removal of trees or other vegetation. If approved, the removal of such tree, branch or other vegetation may be performed, at the sole cost and expense of the owner who submitted the request therefore.

6.4 Access Path. East O hereby grants access to the East O Property for Heritage to construct, and the subsequent owners of the Heritage Property for the right to use, and Heritage may construct at its sole cost and expense the uncompleted portion of, a 10-foot wide pedestrian/golf cart access path between the Heritage Property and the clubhouse of the Hillcrest Country Club at the location designated on Exhibit F attached hereto.

with a copy to:

O'Neill, Heinrich, Damkroger,
Bergmeyer & Shultz, P.C., L.L.O.
Attn: Tim O'Neill
800 Lincoln Square
121 S. 13th Street
Lincoln, NE 68508

or such other place as the owner of the East O Property or Heritage or, if Heritage's rights and obligations are assigned to an association as contemplated below, such association, respectively, may from time to time designate by written notice to the other owners.

10. Covenants to Run with Land. It is intended that the Easement, covenants, agreements, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby and binding upon the real property burdened thereby, shall bind every person having any fee, leasehold or other interest therein and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, assigns and lessees. At such time as any party hereto conveys its fee interest in the East O Property or Heritage Property, then such party shall have no further liability hereunder for the covenants and obligations herein set forth accruing after the date of such conveyance, such covenants and obligations being enforceable only by and against the then current owners of the East O Property and Heritage Property or by an association related thereto.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date hereof shall not be binding upon either party except to the extent incorporated in this Agreement. After Heritage has satisfied its obligations under Sections 2 and 3 hereof, Heritage may assign its rights and obligations under this Agreement to a homeowners' association applicable to the Heritage Property, without the consent of East O, upon formation and, upon such assignment to, and assumption by, such association, Heritage shall be relieved of all obligations under this Agreement.

12. Modification. Any modification of this Agreement shall be binding only if evidenced in writing and signed by each party or its assignee or an authorized representative of each party who owns the property affected by the modification including, not limited to, an association of such property owners if Heritage or East O assigns its rights and obligations under this Agreement to an association.

13. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska.

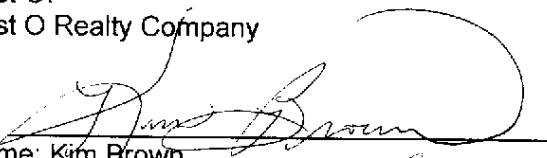
14. Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the intent and purpose of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

[signatures on following pages]

East O:
East O Realty Company

By: 
Name: Kim Brown
Title: President EAST O Realty

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 23, 2018, by Kim Brown, President of East O Realty Company, a Nebraska corporation, on behalf of the corporation.




Notary Public

Heritage:
Heritage Lakes, LLC

By: HB II, Inc., Manager

By: Gary Kort
Gary Kort, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 16, 2018, by Gary Kort, (WHO {x} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SATISFACTORY IDENTIFICATION) as President of HB II, Inc., a Nebraska corporation and manager of Heritage Lakes, LLC, a Nebraska limited liability company, on behalf of the company.



Tim O'Neill
Notary Public

Exhibit A

Legal Description of East O Property

LOT "A", IN THE SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST, OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

576
24E 22N 10 7

Exhibit B
Legal Description of Heritage Property

Tract 1:

A legal description for a tract of land composed of a part of Lot "D", in the subdivision of the East Half (E½) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East, of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter (SE¼) of said Section Twenty-Six (26); thence, on an assumed bearing of North 00 degrees 10 minutes 19 seconds East, along the West line of said Southeast Quarter (SE¼), a distance of 50.00 feet to a point on the North right-of-way line of "A" Street, said point being the point of beginning; thence, continuing, North 00 degrees 10 minutes 19 seconds East, along the West line of said Southeast Quarter (SE¼) and along the West line of said Lot "D", a distance of 758.74 feet to a point on the South line of the former Missouri Pacific Railroad (MOPACRR); thence South 37 degrees 12 minutes 22 seconds East, along the South line of said former MOPACRR, a distance of 126.73 feet to a point; thence around a curve in a counter-clockwise direction, having a radius of 1,495.18 feet a delta angle of 03 degrees 38 minutes 50 seconds, an arc length of 95.18 feet, along the South line of said former MOPACRR, a chord bearing of South 39 degrees 02 minutes 00 seconds East, and a chord distance of 95.16 feet to a point; thence North 49 degrees 16 minutes 01 seconds East, along the South line of said former MOPACRR, a distance of 12.50 feet to a point; thence around a curve in a counter-clockwise direction, having a radius of 1,482.68 feet, a delta angle of 35 degrees 05 minutes 57 seconds, an arc length of 908.28 feet, along a South line of said former MOPACRR, a chord bearing of South 58 degrees 26 minutes 10 seconds East, and a chord distance of 894.15 feet to a point; thence South 75 degrees 58 minutes 47 seconds East, along a South line of said MOPACRR, a distance of 574.07 feet to a point on the North right-of-way line of "A" Street; thence North 89 degrees 24 minutes 40 seconds West, along the North right-of-way line of "A" Street, said line being 50.00 feet North of and parallel with South line of said Southeast Quarter (SE¼), a distance of 1,467.22 feet to the point of beginning.

Tract 2:

A legal description for a tract of land composed of a part of Lot "D", in the subdivision of the East Half (E½) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East, of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE¼) of said Section Twenty-Six (26); thence, on an assumed bearing of North 89 degrees 24 minutes 40 seconds West, along the South line of said Southeast Quarter (SE¼), a distance of 95.85 feet to a point; thence North 00 degrees 35 minutes 20 seconds East, a distance of 50.00 feet to a point on the North right-of-way line of "A" Street, said point being the point of beginning; thence North 89 degrees 24 minutes 40 seconds West, along the North right-of-way line of "A" Street, said line being 50.00 feet North of and parallel with the South line of said Southeast Quarter (SE¼), a distance of 570.31 feet to a point on the North line of the former Missouri Pacific Railroad (MOPACRR); thence around a curve in a counter-clockwise direction, having a radius of 1,532.69 feet, a delta angle of 11 degrees 47 minutes 17 seconds, an arc length of 315.33 feet, along a North line of said former MOPACRR, a chord bearing of North 70 degrees 04 minutes 24 seconds West, and a chord distance of 314.78 feet to a point; thence North 75 degrees 57 minutes 50 seconds West, along the North line of said former MOPACRR, a distance of 95.04 feet to a point; thence South 14 degrees 01 minutes 13 seconds West, along a West line of said former MOPACRR, a distance of 50.19 feet to a point; thence North 75 degrees 58 minutes 47 seconds West, along the North line of said former MOPACRR, a distance of 659.07 feet to a point; thence around a curve in a clockwise direction, having a radius of 1,382.68 feet, a delta angle of 03 degrees 25 minutes 01 seconds, an arc length of 82.46 feet, along a North line of said former MOPACRR, a chord bearing of North 74 degrees 16 minutes 39 seconds West, and a chord distance of 82.45 feet to a point on the centerline of an existing easement as referred to in Book 44, Page 461, records of Lancaster County; thence North 02 degrees 53 minutes 28 seconds East, along the centerline of an existing easement as referred to in said Book 44, Page 461, a distance of 700.88 feet to a point on the North line of said Lot "D", said line being the South line of Lot "A", in the subdivision of the East Half (E½) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East, said point being located 520.22 feet Easterly from the Southwest corner of said Lot "A" thence South 85 degrees 27 minutes 21 seconds East, along the North line of said Lot "D", said line being the South line of said Lot "A", a distance of 170.32 feet to a point; thence North 87 degrees 21 minutes 26 seconds East, along the North line of said Lot "D" said line being the South line of said Lot "A", a distance of 1,514.12 feet to a point on the West right-of-way line of 98th Street, as referred to in Inst. No. 2007-56307, records of Lancaster County, said point being 60.00 feet West of the East line of said Southeast Quarter (SE¼); thence South 00 degrees 22 minutes 29 seconds East, along the West right-of-way line of said 98th Street, said line being 60.00 feet West of and parallel with the East line of said Southeast Quarter (SE¼), a distance of 325.94 feet to a point; thence South 89 degrees 37 minutes 31 seconds West, along the West right-of-way line of 98th Street, a distance of 10.00 feet to a point that is 70.00 feet West of the East line of said Southeast Quarter (SE¼); thence South 00 degrees 22 minutes 29 seconds East, along the West right-of-way line of 98th Street, said line being 70.00 feet West of and parallel with the East line of said Southeast Quarter (SE¼), a distance of 665.09 to a point that is 85.00 feet North of the South line of said Southeast Quarter (SE¼); thence South 45 degrees 06 minutes 36 seconds West, along the West right-of-way line of 98th Street, a distance of 35.06 feet to a point that is 60.00 feet North of the South line of said Southeast Quarter (SE¼) and 95 feet West of the East line of said Southeast Quarter (SE¼); thence South 00 degrees 22 minutes 29 seconds East, along the West right-of-way line of 98th Street, said line being 95.00 feet West of and parallel with the East line of said Southeast Quarter (SE¼), a distance of 10.00 feet to the point of beginning.

5/15/2010

Exhibit C

Legal Description of Easement Areas

**LEGAL DESCRIPTION
EAST DETENTION CELL**

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE EAST LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N00°22'30"W, A DISTANCE OF 1,079.59' TO A POINT OF INTERSECTION WITH AN EASTERLY EXTENSION OF A SOUTH LINE OF A REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE S87°21'28"W, ON A EASTERLY EXTENSION OF A SOUTH LINE OF A REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., AND ON A SOUTH LINE OF SAID REMAINING PORTION OF LOT A, A DISTANCE OF 308.06' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S87°21'28"W ON SAID LINE, A DISTANCE OF 333.59' TO A POINT; THENCE N88°15'14"E, A DISTANCE OF 267.21' TO A POINT; THENCE N87°21'29"E, A DISTANCE OF 61.75' TO A POINT; THENCE S32°13'39"E, A DISTANCE OF 67.30' TO A POINT; THENCE S02°35'34"E, A DISTANCE OF 32.80' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA 19,387.37 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

**LEGAL DESCRIPTION
WEST DETENTION CELL**

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE EAST LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N00°22'30"W, A DISTANCE OF 1,079.59' TO A POINT OF INTERSECTION WITH AN EASTERLY EXTENSION OF A SOUTH LINE OF A REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE S87°21'28"W, ON A EASTERLY EXTENSION OF A SOUTH LINE OF A REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., AND ON A SOUTH LINE OF SAID REMAINING PORTION OF LOT A, A DISTANCE OF 308.06' TO A POINT; THENCE CONTINUING S87°21'26"W ON SAID LINE, A DISTANCE OF 333.59' TO A POINT; THENCE CONTINUING S87°21'26"W ON SAID LINE, A DISTANCE OF 217.99' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S87°21'26"W, ON SAID LINE, A DISTANCE OF 320.93' TO A POINT; THENCE N14°08'32"E, A DISTANCE OF 99.21' TO A POINT; THENCE N87°21'26"E, A DISTANCE OF 234.33' TO A POINT; THENCE S34°02'46"E, A DISTANCE OF 111.30' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 28,374.66 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

Wednesday, February 21, 2018

F:\2018\3001-2522016-310240-Design\Survey\SRV\Final Plats\Documents\16-3102_DETENTION-CELL-LEGAL.docx

P:\2018\3001-2522016-310240-Design\Survey\SRV\Final Plats\Documents\16-3102_DETENTION-CELL-LEGAL.docx
 DATE: 1/26/18, 11:10am

PROJECT NO: 018-310V	DETENTION CELL LEGAL DESCRIPTION		601 F Street, Suite 208 P.O. Box 84623 Lincoln, NE 68508 TEL: 402-474-8311 FAX: 402-474-5182
DRAWN BY: MRJ			
DATE: FEB 24ST 2018			

Exhibit E

Control Structure(s) and Outlets

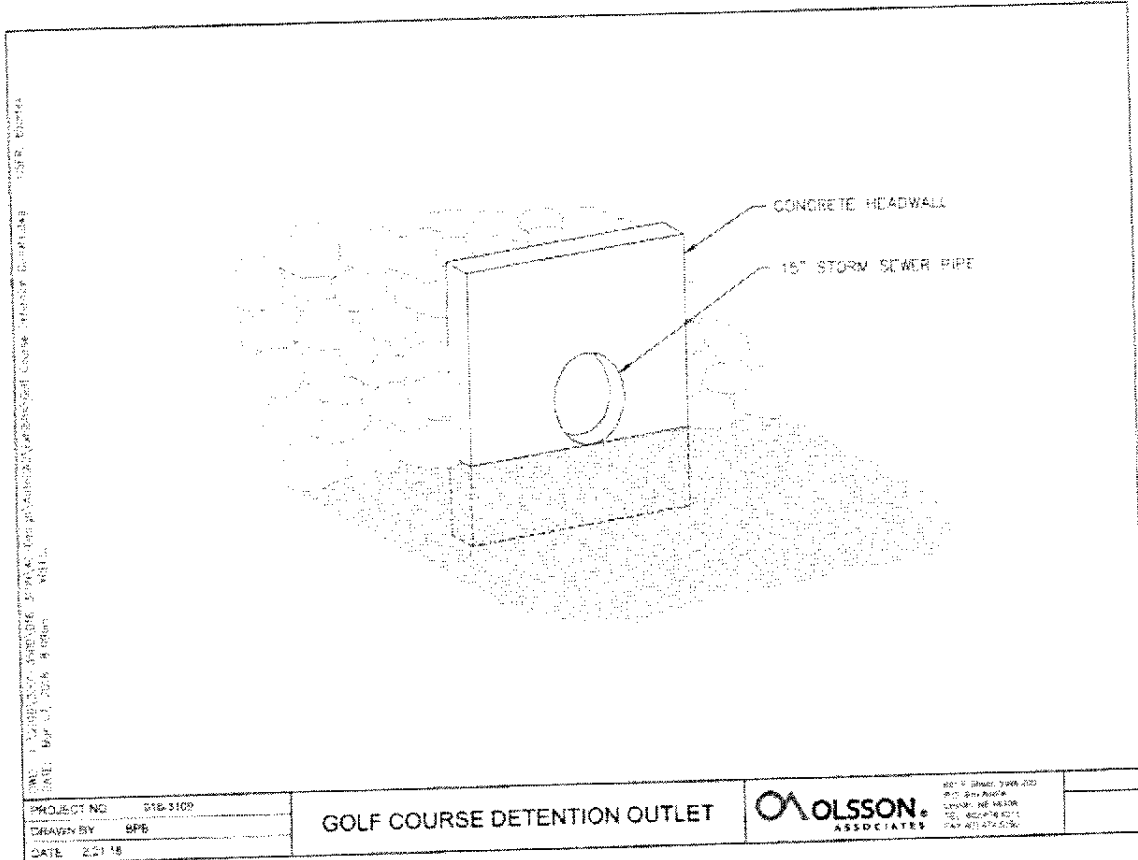


Exhibit F
Access Path

