

2016-28952

11/08/2016 10 29.33 AM

Clay J. Dowling

REGISTER OF DEEDS



COUNTER	<u>PR</u>	C.E.	<u>PR</u>
VERIFY	<u>PR</u>	D.E.	<u>PR</u>
PROOF	<u>LM</u>		
FEES \$	<u>142.00</u>		
CHECK #			
CHG	<u>PAY</u>	CASH	
REFUND		CREDIT	
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Stamped Copy

SUBDIVISION AGREEMENT
Prairie Toehold
(Lots 1-8)

THIS AGREEMENT, made and entered into this 18th day of October, 2016, among MDM MANGELSEN, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the legal and equitable owner of the land included within the proposed final plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, Subdivider desires to develop the land in accordance with certain final subdivision and/or land development plans for the project known as Prairie Toehold, Lots 1-8, Sarpy County, Nebraska; and

WHEREAS, Subdivider has submitted a Preliminary Plat, a copy of which is attached hereto as Exhibit "B", that was approved by the City Council on June 7, 2016; and

WHEREAS, Subdivider shall record the Declaration of Covenants, Easements and Restrictions for Prairie Toehold, Lots 1-8, a copy of which is attached hereto as Exhibit "C", with the Sarpy County Register of Deeds; and

WHEREAS, the City wishes to provide for the orderly development of a residential subdivision; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, agree to the following:

SECTION I
Improvements by Subdivider

R+R

A. Access Easements

*CAMP RYNEARSON ASSC.
14710 WEST DODGE RD SUITE 100
OMAHA NE 68134*

1. Subdivider shall use access easements as identified on the plat for vehicle traffic. The Lots shall access 132nd Street only from dedicated access easements as shown on the Final Plat. Any other direct access from the Lots to 132nd Street is prohibited.
2. Subdivider shall be responsible for the cost and expense of design, construction, installation, repair, reconstruction, restoration, maintenance, and/or replacement of the access easements. Access easements will initially be constructed with crushed aggregate or asphalt millings.
3. Future paving, drive construction and storm sewer for the subdivision, shall conform to all specifications of the City of Springfield. Any paving improvements shall include seven (7) inch thick concrete and shall be a two (2) panel street.
4. Access easements shall be maintained by the Subdivider. Maintenance standards shall be specified in the Declaration of Covenants for the subdivision.

B. Sewage

1. When the lots are developed, Subdivider or current property owner will construct a septic system for each of the lots. The location of the septic systems shall be in accordance to state regulations and such distance shall be from property line or access easement whichever is greater.
2. All septic systems shall conform to all specifications of the City and Nebraska Department of Environmental Quality.

C. Water

1. When the lots are developed, Subdivider or current property owner will construct water wells for each of the lots. The location of water wells shall be in accordance to state regulations and such distance shall be from property line or access easement whichever is greater.
2. All water wells shall conform to all specifications of the City and Nebraska Department of Health and Human Services.

D. Signs

Developer shall erect such street sign or signs, traffic control sign or signs, and no parking sign or signs within the subdivision as shall be determined exclusively by the City of Springfield, Nebraska.

E. Natural Gas

None.

F. Electricity

B

Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. A contract with OPPD will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

**SECTION II
Improvements by City**

None.

**SECTION III
Access and Utility Easements**

Subdivider shall, and by these presents does, grant unto the public access and utility easements as identified on the approved Final Plat. The Lots shall access 132nd Street only from dedicated access easements. Any other direct access from the Lots to 132nd Street is prohibited. Maintenance and snow removal of access easements is the responsibility of the Subdivider. Emergency vehicles must have access to all access easements.

**SECTION IV
Obligation to Connect to City Water and Sewer Lines**

At such time as a City water or sewer line is within three hundred (300) feet of the Subdivision, all lots within the Subdivision shall connect to the City water and sewer line. Before any connection from any premises to the City water and sewer system may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the water and sewer systems of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. The connection permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits connection fee.

**SECTION V
Right to Connect to City Water and Sewer Lines**

The Subdivider shall not have a right to connect to the City sewer lines or water lines until a future agreement.

**SECTION VI
Water Connection Capital Facilities Fees**

Subdivider and City agree that water capital facilities fees in the amount of \$500.00 per residential unit shall be charged on Lots 1-8 and paid by the building permit applicant prior to issuance of a building permit. Subdivider shall notify all purchasers of Lots 1-8 of this requirement prior to purchase.

**SECTION VII
Sewer Connection Capital Facilities Fees**

C.

Subdivider and City agree that sewer capital facilities fees in the amount of \$1,400.00 per residential unit shall be charged on Lots 1-8 and paid by the building permit applicant prior to issuance of a building permit. Subdivider shall notify all purchasers of Lots 1-8 of this requirement prior to purchase.

**SECTION VIII
Building Permits**

Subdivider or future owner of individual lots shall apply for and obtain all necessary building and grading permits before proceeding with construction.

**SECTION IX
Building Setbacks**

Building setbacks shall be based on the distance from property lines or access easements, whichever is greater. All lot sizes shall be confirmed without consideration and calculation of the access easements.

The current zoning of the Subdivision is Agriculture Residential. There are no street side yards in the Agriculture Residential District; therefore, all yards fronting a public road or street or dedicated access easement shall be considered a front yard. Building envelopes shall reflect the front yard setback of fifty (50) feet on each lot. Front, side and rear lot lines shall be designated for future improvement of lots. Building envelopes are shown on the attached Exhibit "A" Final Plat. Designated front, side and rear lot lines are shown on the attached Exhibit "A."

**SECTION X
Signs**

Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the issuance of a building permit and installation of improvements.

**SECTION XI
Landscaping & Perimeter Fencing**

Subdivider has provided the City with a landscaping plan that is attached hereto as Exhibit "D." The Subdivider and/or individual property owners shall maintain the landscaping and replace any dead or dying trees and will mulch in areas that require mulch. A 15 foot landscape easement along 132nd Street shall be installed, kept and maintained by the Subdivider and/or individual property owners. No buildings or accessory structures shall be permitted to be constructed nor maintained within the landscape easement area. Approved fencing is permitted within the landscape easement. Required landscaping within the easement area may consist of trees, turf grass, native grass, shrubs or perennials. A minimum of one tree, of a minimum two inch caliper, shall be planted for every 40 lineal feet or fraction thereof. Allowable tree types shall be specified in the landscape plan to create uniformity along the perimeters of the Subdivision. The Subdivider and its successors and assigns shall be responsible for landscaping requirements at time lots are built upon or the requirements shall be enforced by the Subdivider upon the builders or property owners through the restrictive covenants.

All landscaping and perimeter fencing requirements shall be specified in the covenants and enforced by the Subdivider.

**SECTION XII
Waivers**

The Subdivider has requested and the City granted the following waivers:

- A. **Article 4 of the Subdivision Regulations – Design Standards**
 - 1. **Streets**
 - 2. **Dedication of Rights-of-Way for New Streets**
 - 3. **Sidewalks**
 - 4. **Storm Sewer**

- B. **Article 5 of the Subdivision Regulations – Required Improvements**
 - 1. **General**
 - 2. **Monuments and Markers**
 - 3. **Sidewalks**
 - 4. **Drainage**
 - 5. **Sanitary Sewer**
 - 6. **Water System**
 - 7. **Extensions to Boundaries**
 - 8. **Off-Site Extensions**

- C. **Schedule A “Minimum Street Standards” of the Subdivision Regulations**

**SECTION XIII
No Assignment by Subdivider
Without Consent of City**

Subletting, assignment or transfer of all or part of any interest of the Subdivider hereunder is prohibited without prior written approval of the City.

**SECTION XIV
Compliance**

A. **Compliance by Contractors.**

Subdivider shall procure and be responsible for compliance by all of its contractors, subcontractors, and suppliers with all applicable Federal, State, County, statutes, ordinances, rules, and regulations in connection with any of the work on the Tract. Compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums, and taxes required by such laws, ordinances, rules, and regulations.

B. **Compliance with City Regulations, Etc.**

Subdivider expressly agrees that it is and shall be bound by and to any provisions of any

E

ordinances, rules and regulations hereafter made and adopted by the City of Springfield applicable to subdivisions outside of the corporate limits of the City.

C. Covenants

Subsection 3(l) and Subsection 14(b) of the Declaration of Covenants shall not be amended without written consent of the City, which written consent shall not be unreasonably withheld, conditioned, or delayed.

**SECTION XV
Insurance/Indemnification**

Subdivider agrees to, indemnify and hold harmless the City of Springfield, Nebraska, its officers, agents, and employees from and against all claims, damages, liability, losses, and expenses, arising from lawsuits derived from development of this property.

**SECTION XVI
Annexation Issues**

- A. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.
- B. All parties covenant and agree that nothing in this Agreement shall be construed so as to prohibit the City from annexing the area to be developed.
- C. The Subdivision shall not sue nor fund any lawsuit to prevent any annexation of property within the Subdivision by the City except in the event the City annexes only a part of the Subdivision, the Subdivision does not waive its right to contest a proper division of assets and liabilities.

**SECTION XVII
Incorporation of City Regulations
Into Subdivision Construction Contracts**

Subdivider covenants and agrees that it will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

**SECTION XVIII
Non-Discrimination**

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

**SECTION XIX
Administration**

F

- A. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

Kathleen R Gottsch 10/18/16
CITY CLERK DATE

Robert Rosebud 10/18/16
MAYOR DATE

ATTEST:

MDM MANGELSEN, LLC

Barbara J Henninger 10-5-16
DATE

David M Mangelsen 10-5-16
MANAGER DATE

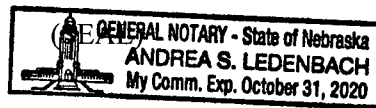
ACKNOWLEDGMENT OF NOTARY.

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 18th day of October, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Rosebud, personally known by me to be the Mayor of the City of Springfield, and Kathleen R Gottsch, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Andrea S Ledenbach
NOTARY PUBLIC



G

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 5th day of October, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared David Mangelsen, personally known by me to be the Manager of MDM Mangelsen, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Subdivider.

WITNESS my hand and Notarial Seal the day and year last above written.

Crystal Geneski
NOTARY PUBLIC

(SEAL)

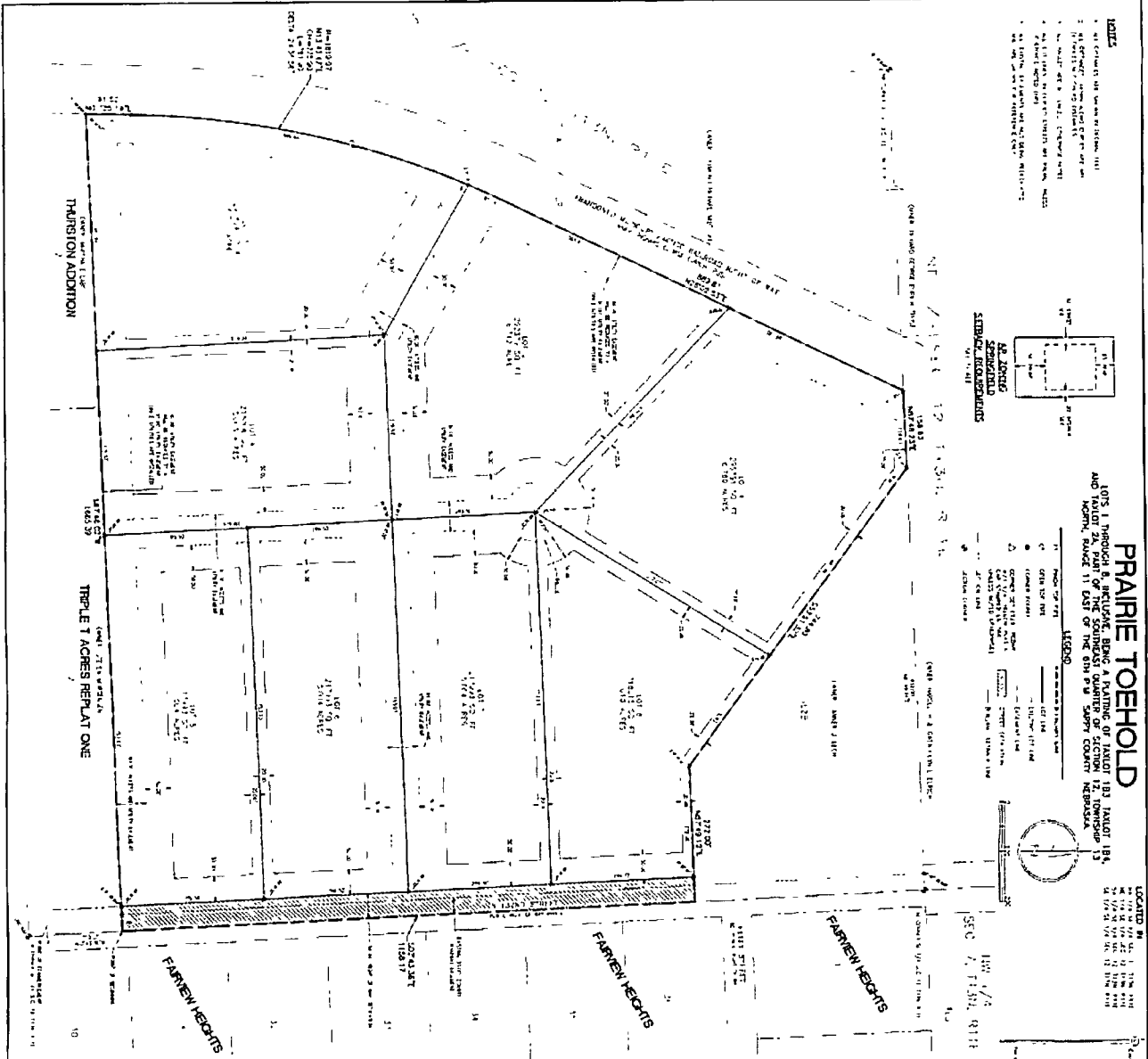


SUBDIVISION AGREEMENT EXHIBIT LIST

EXHIBIT A	FINAL PLAT
EXHIBIT B	PRELIMINARY PLAT
EXHIBIT C	DECLARATION OF COVENANTS
EXHIBIT D	LANDSCAPE PLAN

H

EXHIBIT A



ACKNOWLEDGMENT OF JUDGES
 I, the undersigned, Clerk of the County of Sarry, Nebraska, do hereby certify that the foregoing plat was duly recorded in the public records of said county on this 1st day of _____, 2017, and that the same is a true and correct copy of the original as filed in my office.

APPROVAL OF CITY OF SPRINGFIELD, NEBRASKA
 I, the undersigned, Mayor of the City of Springfield, Nebraska, do hereby certify that the foregoing plat was duly recorded in the public records of said county on this 1st day of _____, 2017, and that the same is a true and correct copy of the original as filed in my office.

APPROVAL OF CITY OF SPRINGFIELD, NEBRASKA
 I, the undersigned, Mayor of the City of Springfield, Nebraska, do hereby certify that the foregoing plat was duly recorded in the public records of said county on this 1st day of _____, 2017, and that the same is a true and correct copy of the original as filed in my office.

LAMP RYNEARSON & ASSOCIATES
 4700 N. Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027
 www.LRA-inc.com

FINAL PLAT

PRAIRIE TOEHOLD (LOTS 1 THROUGH 8, INCLUSIVE)
 SPRINGFIELD, SARRY COUNTY, NEBRASKA

F

PRAIRIE TOEHOOLD

LOTS 1 THROUGH 8 INCLUSIVE BEING A PLATTING OF LOTS 181, 182, 183, AND 184 OF THE SOUTH-EAST QUARTER OF SECTION 12 TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA.

BLANKET MAP

THIS MAP IS A BLANKET MAP AND IS NOT TO BE CONSIDERED AS A RECORD MAP.

UTILITY NOTE

THE PLATTING OF THIS PROJECT IS SUBJECT TO THE EXISTING AND FUTURE UTILITY RIGHTS AND EASEMENTS AS SHOWN ON THE RECORD MAPS AND AS SHOWN ON THE PLATTING OF THIS PROJECT.

NOTES

1. ALL CORNERS ARE TO BE SET AS SHOWN ON THIS MAP.
2. ALL CORNERS ARE TO BE SET AS SHOWN ON THIS MAP.
3. ALL CORNERS ARE TO BE SET AS SHOWN ON THIS MAP.

LEGEND

- 1. UNIMPROVED LOTS
- 2. IMPROVED LOTS
- 3. LOTS WITH EASEMENTS
- 4. LOTS WITH EASEMENTS
- 5. LOTS WITH EASEMENTS
- 6. LOTS WITH EASEMENTS
- 7. LOTS WITH EASEMENTS
- 8. LOTS WITH EASEMENTS
- 9. LOTS WITH EASEMENTS
- 10. LOTS WITH EASEMENTS



ARIZONA SPRAWLED SUBDIVISIONS

PROJECT LOCATION

LOCATED IN
 TOWNSHIP 13 NORTH, RANGE 11 EAST, SECTION 12, T13N11E12S
 SAPPY COUNTY, NEBRASKA

SCALE
 1" = 100'

DATE
 10/15/2014

LAMP RYNEARSON ASSOCIATES
 4710 West Douglas Road, Suite 100, Omaha, Nebraska 68154-2027
 402.455.2701

PRELIMINARY PLAT

PRAIRIE TOEHOOLD (LOTS 1 THROUGH 8, INCLUSIVE)
 SPRINGFIELD, SAPPY COUNTY, NEBRASKA

LEGAL DESCRIPTION
 The following is a legal description of the premises shown on this plat: ...

OWNER
 LAMP RYNEARSON ASSOCIATES

DATE
 10/15/2014

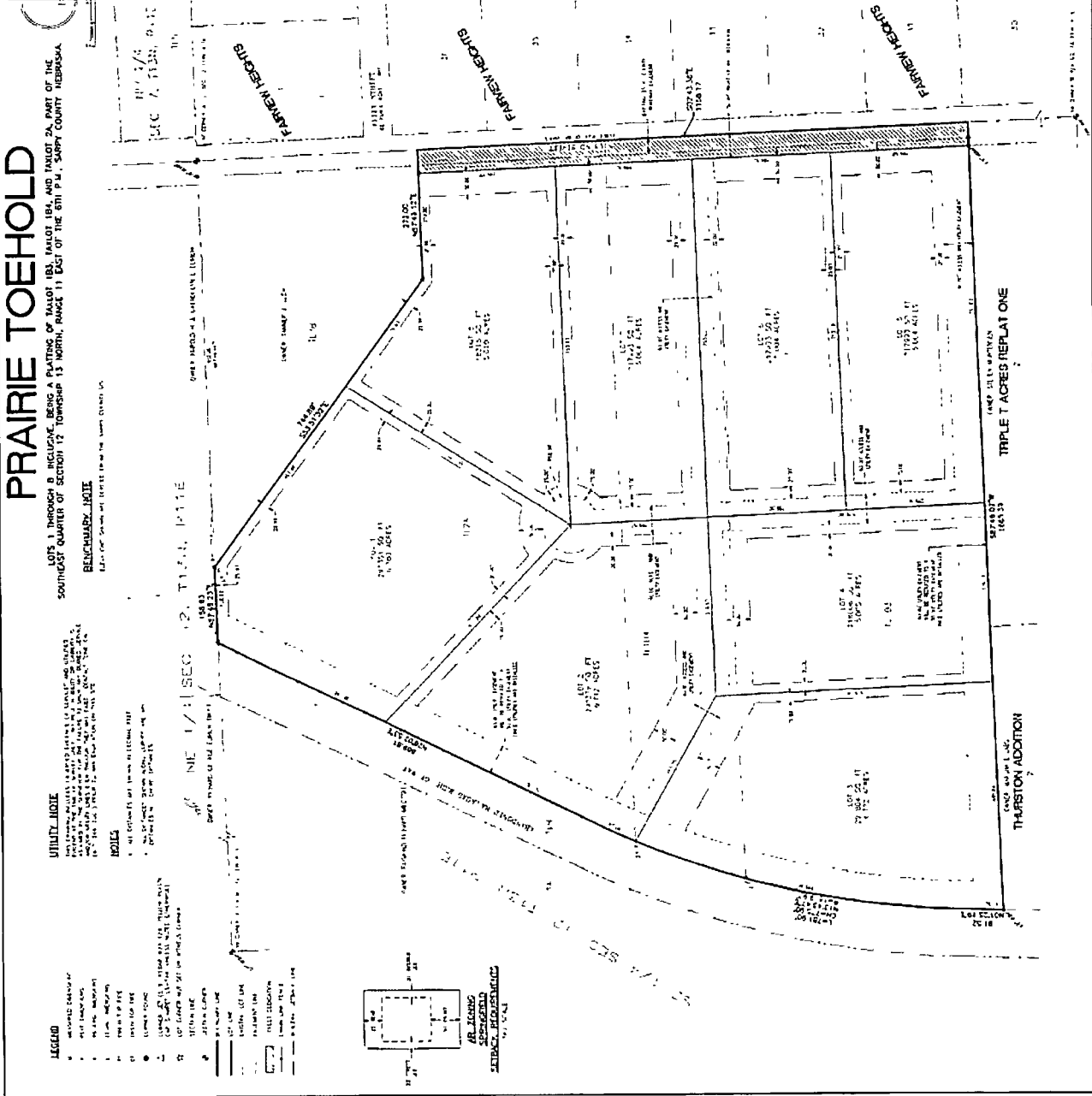


EXHIBIT B

Exhibit "C"

K:

[The Space Above Line is for Recording Data]

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions (this "Declaration") is made as of the 30th day of September, 2016, by MDM Mangelsen, LLC, a Nebraska limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of the following legally described real property, to wit:

Lots 1 through 8, inclusive, Prairie Toehold, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (unless the context otherwise requires Lots 1 through 8, inclusive, Prairie Toehold, shall be referred to individually as a "Lot" and collectively as the "Lots").

WHEREAS by virtue of the recording of this Declaration, the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Lots, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.

WHEREAS, the Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding on the present owners of the Lots and all its successors and assigns and all subsequent owners of the Lots and improvements thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Declarant hereby agrees that the Lots be subject to this Declaration as follows:

1. The Lots shall be used for residential purposes only; provided, however that prior to the initial construction of improvements on any Lot, the owner of such Lot shall be permitted to plant, grow and harvest trees, corn, beans, or similar agricultural crops on the areas of any such Lot which are inside the applicable building set-back requirements established by the local governing jurisdiction. Livestock farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose. The number of horses or ponies or both permitted on each Lot shall not exceed more than two (2). No cattle, swine or goats shall be kept on any of the Lots. Poultry shall be permitted on the Lots provided that the poultry on any such Lot is for the use and benefit of the owners/occupants of such Lot and not for commercial purposes and that no roosters shall be permitted on any Lot.

2. Prior to the commencement of construction, erection, placement, remodeling, or alteration of any structure on any Lot, or grading on any Lot, or the removal of any trees located on Lot 8, the owner of such Lot must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. The decision of the Declarant regarding the building design and placement of the improvements on each Lot shall be in the Declarant's absolute and sole discretion. All plans submitted to the Declarant shall include site plans showing location of residence, other buildings, structures, and improvements. The plans shall include at least the following: exterior elevations, exterior materials, floor plan, landscaping plan, and drainage plan. Any such plans shall also include the plans, specifications and diagram for the septic system and well systems to be installed on such Lot, which plans/specifications shall be provided by a licensed third-party. In the event an owner of a Lot contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Any plans submitted to the Declarant will not be returned to the owner of the Lot. Within thirty (30) days after receipt of the plans, the Declarant shall either notify the owner of the Lot in writing of its approval of plans or of disapproval with reasons therefor. Submission of incomplete plans shall not be considered a valid submission triggering the deadline stated above and shall not be recognized by the Declarant. Additionally, if any additional information is requested by the Declarant, the approval time may be extended so as to allow for additional information and documentation to be presented to the Declarant. In the event Declarant fails to respond within the aforementioned thirty (30) day period, such non-response shall be deemed denial of the plans as submitted. In addition, Declarant, through its authorized officers, employees, and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any structure thereon is in compliance with the provisions of this Paragraph 2 without Declarant or such officer, employee, or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions. In addition, no responsibility, liability or obligation shall be assumed by or imposed upon the Declarant by virtue of the authority granted to the Declarant in this Paragraph 2, or as a result of any act or failure to act by Declarant with respect to any proposed structure.

3. Construction on or improvement to any Lot shall be subject to the following restrictions:

- (a) No Lot shall be subdivided;
- (b) All residences shall be constructed with a built-in, attached garage, for a minimum of two automobiles. Chimneys and front elevation of all concrete or cement block foundation, if exposed, must be faced with brick or stone. All residential structures shall have Presidential Composite Shake shingles, Heritage shingles or other high quality material as determined by Declarant.
- (c) Unless approved in writing by the Declarant, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in height, excluding any walk-out basement, having a garage for not less than two standard automobiles, and containing finished living areas, exclusive of porches, breezeways, and garages of at least 1,500 square feet on the ground floor of a one-story house; 2,000 square feet total square footage on the ground floor and second floor of a one and one-half story house; and 2,500 total square feet on the ground floor and second floor of a two-story house. Declarant shall have the right to define the terms one-story, one and one-half story, two-story, and multi-level house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.
- (d) All power and telephone service wires shall be buried underground.
- (e) No trailer, mobile home, modular home, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.
- (f) All accessory buildings must be approved by Declarant pursuant to the terms of Section 2 hereof prior to construction of the same.
- (g) All fences erected and installed on any Lot that will front on any street or any fence erected and installed from the rear of the residential structure to the front of any Lot, shall be constructed of approved materials and shall be subject to review by Declarant. It is the intention of this regulation to prohibit the use of chain or chain link fence material for fencing that side of any Lot that fronts the street or lies to the side of the residence.
- (h) The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in

an enclosed garage and the outside storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than thirty (30) days.

(i) All trash and garbage shall be contained and enclosed in metal or plastic containers.

(j) No fuel tanks on the outside of any building, structure or improvement shall be exposed to view.

(k) Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.

(l) Lots 5, 6, 7 and 8 shall install, keep and maintain a fifteen foot (15') landscape easement along 132nd Street. Required landscaping within the easement area may consist of trees, turf grass, native grass, shrubs or perennials. No buildings or accessory structures shall be permitted to be constructed nor maintained within the landscape easement area. Approved fencing is permitted within the landscape easement. A minimum of one tree, of a minimum two inch caliper, shall be planted for every 40 lineal feet or fraction thereof.

4. Any and all horses or non-commercial livestock maintained on any Lot shall be kept in accordance with the requirements of applicable zoning regulations and shall be located to the rear of the residence. On any corner Lot, the horses shall be maintained no closer to the street than the residence set-back on the adjoining lot, as established by the local governing jurisdiction. All structures used for the housing or maintenance of horses or non-commercial livestock, and any areas where horses or non-commercial livestock are maintained or kept shall be maintained at all times in a clean, neat orderly manner by the owner of the Lot. All horse fencing must be kept in good workable condition and not allowed to deteriorate or look shabby. Each owner shall take all reasonable and necessary steps to insure adequate rodent control on his, her or its Lot.

5. No garden or field crop shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Each Lot owner shall take whatever steps are necessary to control noxious weeds on his, her or its Lot.

6. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or its Lot.

7. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or

undesirable proliferation, or detract from a neat and trim appearance; provided that the planting and maintaining of prairie grass shall be permitted on the Lots. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

8. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding neighborhood or Lots.

9. No dwelling house constructed in another area and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear building line of the residence. All semi-trucks shall be enclosed in structures, and semi-trucks shall not be permitted to be parked in driveways or on the streets. No outside radio or TV antennas, or satellite dishes exceeding 18" in diameter, may be erected on any Lot or portion thereof. No signs (except real estate for sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Lot.

10. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage ways. No existing trees or natural terrain shall be disturbed without the prior written approval of the Declarant.

11. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for any other person or persons owning any other Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent him from so doing or to recover damages for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive any provision contained in this Declaration by means of a recorded written instrument as to any Lot or Lots in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

13. The Declarant is hereby given the right to enter upon any vacant or unattended Lot for the purpose of improving its general appearance, to mow weeds, etc., should it become necessary without being classified as a trespasser, provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

14. Access Easement.

- (a) Declarant hereby reserves to itself, its successors and assigns, and to the owners of the other Lots, or any portion thereof, for their benefit and for the benefit of Declarant and the successors-in-interest to each of the Lots, and their respective guests, contractors, and/or invitees, including emergency vehicles, (i) a nonexclusive easement for the purposes of construction, installation, repair, reconstruction, restoration, maintenance, and/or replacement of a roadway within the "Access Easement" area depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"), and (ii) a nonexclusive, perpetual, easement over, though, and across the Easement Area for the purposes of permitting pedestrian and vehicular traffic (but not parking) between each Lot. Any roadways which are constructed within the Easement Area (collectively, the "Roadways") shall be initially constructed by Declarant utilizing crushed aggregate or asphalt millings, at Declarant's sole cost and expense, pursuant to, and in conformance with, the terms of that certain Subdivision Agreement between Declarant and the City of Springfield, Nebraska dated on or about the date hereof (the "Subdivision Agreement").
- (b) The Lots shall access 132nd Street only from the Roadways. Any other direct access from the Lots to 132nd Street is prohibited. Access to Lot 6 and Lot 7 off of S. 132nd (from the east) shall be shared and access to Lot 6 and Lot 7 off of the Roadways shall only be permitted within seventy-five feet (75') of the eastern property line of Lot 6 and Lot 7 (the "Shared Access Portion of the Roadways"). Access to Lot 5 off of S. 132nd Street (from the east) shall be from the Roadway adjacent to Lot 5 on the southern edge. Access to Lot 5 off of the Roadway shall only be permitted within seventy-five feet (75') of the eastern property line of Lot 5. Access to Lot 8 off of S. 132nd (from the east) shall be from the Roadway beginning in the cul-de-sac traveling south and turning east onto the Roadway between Lot 6 and Lot 7.
- (c) The owners or occupants of Lots 1 through 4, inclusive, and Lot 8, Prairie Toehold, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (collectively, the "Obligated Lots") shall maintain, repair, operate, replace and otherwise keep the Roadways in good repair, as determined in their reasonable judgment and discretion. The maintenance shall include, without limitation, removing ice and snow to the extent reasonably necessary to keep the Roadways in an operable condition. Reasonable delays in performance of maintenance are allowed where performance is impeded by inclement weather. Prior to January 1st of each year, the owners of the Obligated Lots shall delegate the responsibility set forth in this Section 14(c) to one (1) of the owners of the Obligated Lots that indicates his/her willingness to be the Designated Obligated Owner (defined herein), by majority vote (the "Designated Obligated Owner"). If none of the owners of the Obligated Lots indicate that they are willing to be the Designated Obligated Owner for any given year, then the owners of the Obligated Los shall determine who the Designated Obligated Owner will be by majority vote for such year and such owner will not be obligated to serve as the Designated Obligate Owner again until four (4) years following the end of his/her yearly term as the Designated Obligated Owner (it being the intent of Declarant that if none of the owners of the Obligated Lots wishes to be the Designated

Obligated Owner, then the owners of the five (5) Obligated Lots shall take turns filling such role). The costs associated with the maintenance, repair, replacement and operation of the Roadways shall be apportioned in accordance with Section 14(d), below.

- (d) The Designated Obligated Owner shall cause the Roadways to be maintained such that the parties hereto shall be able to utilize the Roadways. The Designated Obligated Owner shall periodically submit to the other owners of the Obligated Lots a statement of costs and expenses reasonably incurred for maintenance, repair and/or replacement of the Roadways, together with reasonably supporting documentation. The other owners of the Obligated Lots shall, within thirty (30) days following the receipt of any reasonable written invoice from the Designated Obligated Owner for any such maintenance, repair and/or replacement, reimburse the Designated Obligated Owner based upon its allocated share of the reasonable cost of such maintenance, repair and/or approved replacement. Each owner of an Obligated Lot shall be responsible for one-fifth (1/5th) of the total costs associated with such maintenance, repair and/or replacement; provided, however, that the owners of the Obligated Lots, Lot 6 and Lot 7 shall each be required to contribute 1/7th of the total costs associated with such maintenance, repair and/or replacement of the Shared Access Portion of the Roadways.
- (e) In the event any sum of money payable by one party to the other pursuant to Section 14 of this Declaration is not paid when due, the party seeking payment (the "Requesting Party") shall give the non-paying party (the "Non-Paying Party") written notice of such failure to pay as required herein. In the event the unpaid amount is not paid in full to have Requesting Party within ten (10) days after such notice is given, the Requesting Party shall have the right to record, in the Office of the Register of Deeds for Sarpy County, Nebraska, a notice of lien, which shall set forth the then-delinquent amount owed by the Non-Paying Party (including interest at an annual rate of eighteen percent (18%) per annum (the "Default Rate"), and a legal description of the lot owned by the Non-Paying Party (the "Notice of Lien"). Any Non-Paying Party acknowledges that the its Lot will be subject to a lien claim in favor of the Requesting Party in the event Non-Paying Party fails to pay any sums due under this Easement Agreement. Upon recordation of such Notice of Lien, the then delinquent amount owing by the Non-Paying Party, together with interest thereon at the Default Rate, shall constitute a lien upon the parcel of such Non-Paying Party (the "Lien"), as described in the Notice of Lien. In the event the amount secured by such Lien is not paid in full within ten (10) days after such Notice of Lien has been recorded, the Requesting Party may enforce payment of the amount due, or enforce the Lien against the parcel of the Non-Paying Party, by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, the Requesting Party shall not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under applicable law): (i) bringing an action at law against the Non-Paying Party personally obligated to pay the unpaid sum of money; and/or (ii) foreclosing the Lien against the parcel of the Non-Paying Party in accordance with the then prevailing Nebraska law relating to the foreclosure of realty mortgages or deeds of trust (including the right to recover any deficiency).

(f) The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their respective permittees, and fire, rescue and other emergency vehicles. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally.

15. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

16. Except as provided in Paragraph 12 herein, this Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of the Lots, by the terms of a recorded document executed by Declarant alone for a period of ten (10) years following the recording of this Declaration. Thereafter, subject to the limitations set forth in the Subdivision Agreement, this Declaration may be amended or rescinded by written instrument signed by the then owners of seventy-five percent (75%) of the Lots. This Declaration shall run with and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded through December 31, 2041, after which time this Declaration shall be automatically extended for a successive period of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of seventy-five (75%) of the Lots and has been recorded prior to the commencement of any ten-year period.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

DECLARANT:

MDM Mangelsen, LLC,
a Nebraska limited liability company

By: _____
Name: David M. Mangelsen
Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said County and State, personally came David M. Mangelsen, Manager of MDM Mangelsen, LLC, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this ____ day of _____ 2016.

Notary Public

T,

Exhibit "A"

Easement Area

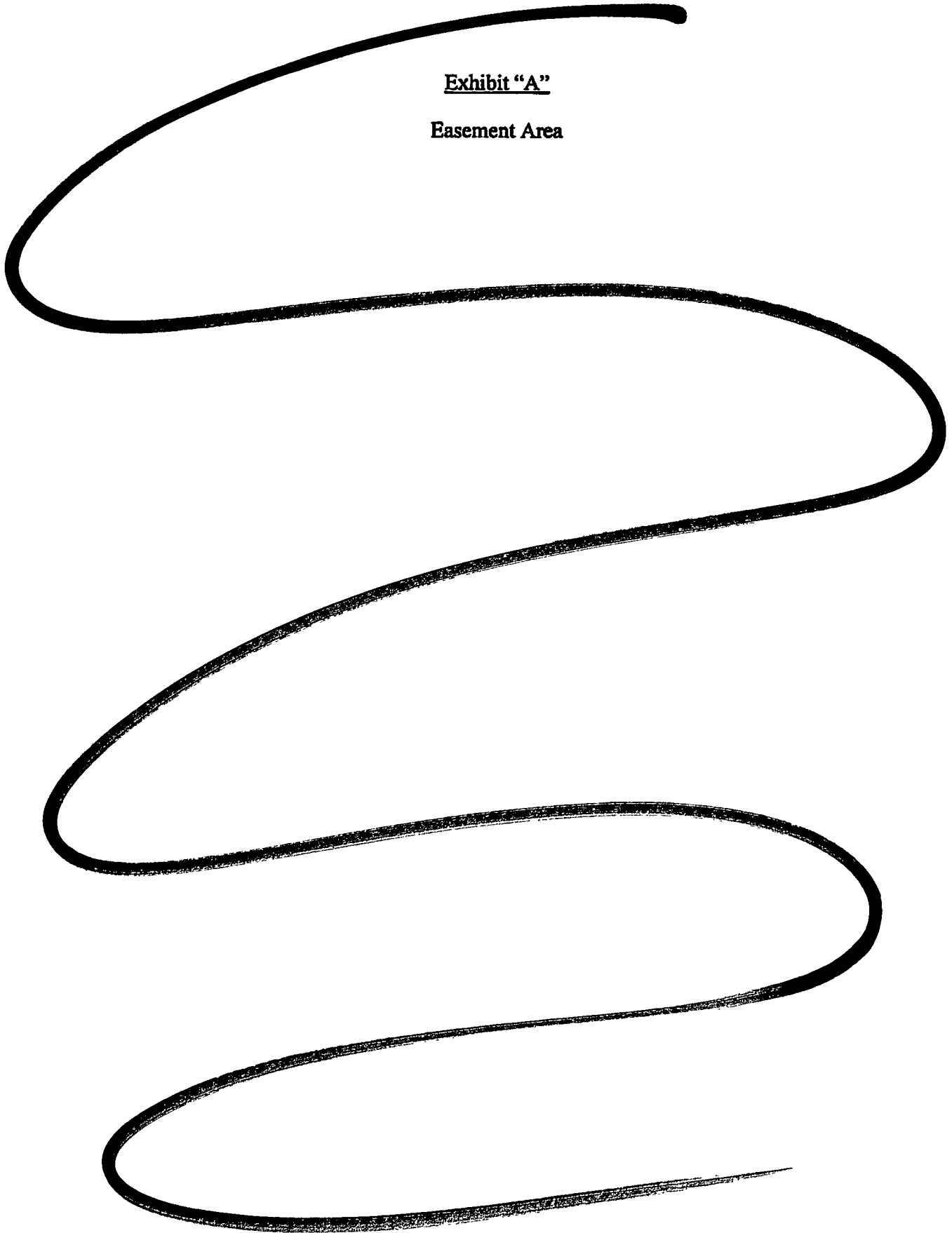
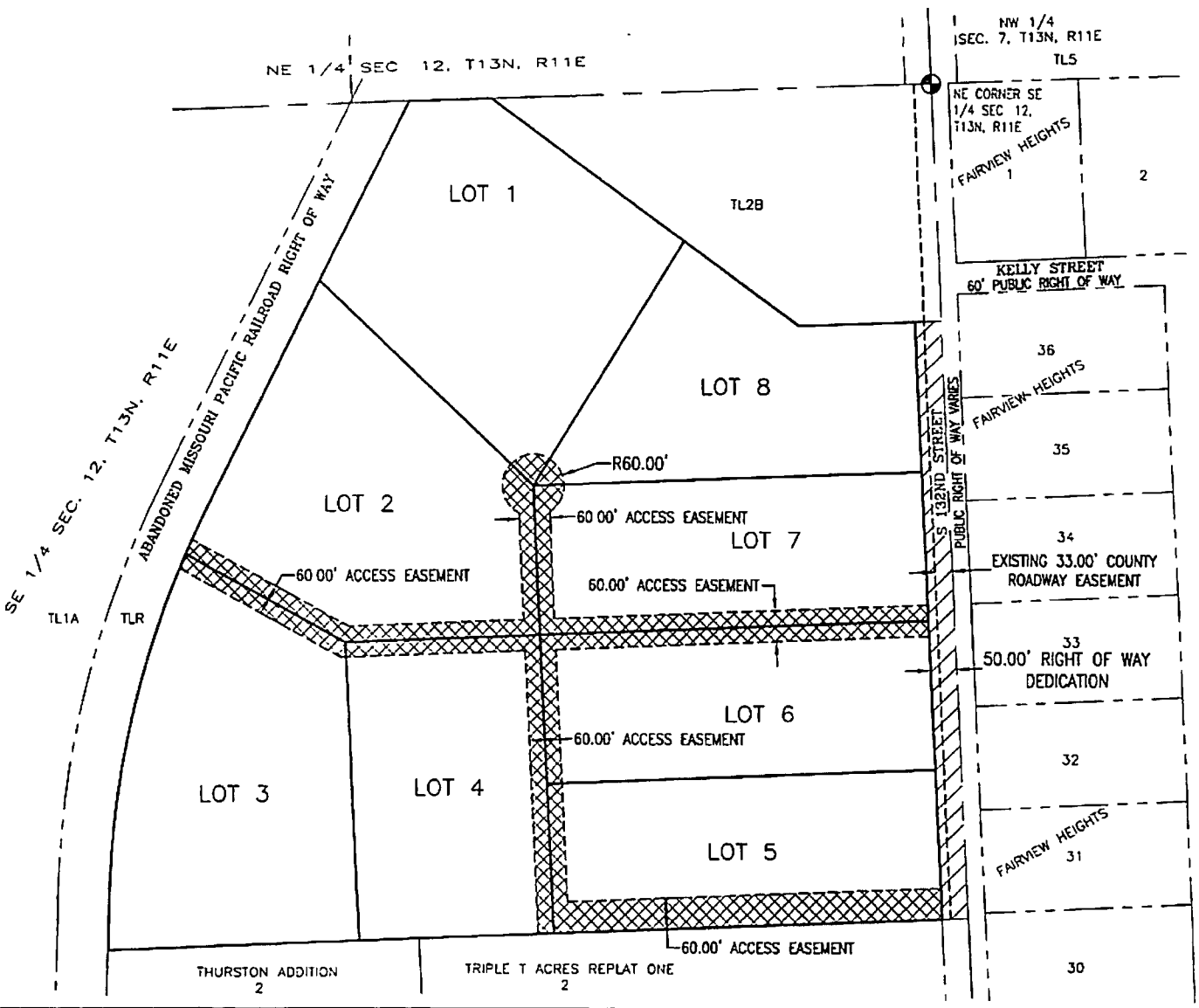
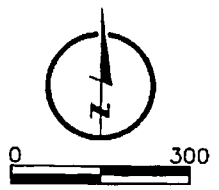


EXHIBIT A PRAIRIE TOEHOLD ACCESS EASEMENTS

LEGEND

- SECTION LINE
- ⊕ SECTION CORNER
- LOT LINE
- - - EXISTING LOT LINE
- - - EASEMENT LINE
- ▨ STREET DEDICATION
- ▩ ACCESS EASEMENT



**LAMP RYNEARSON
& ASSOCIATES**

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