



MISC Inst. # 2021158017, Pg: 1 of 17 Rec Date: 12/03/2021 11:30:47.623

Fee Received: \$106.00 By: LC

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CATALINA ACRES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CATALINA ACRES (this "Declaration"), is made by AJKL, LLC, a Nebraska limited liability company ("Declarant") on this 23 day of NOV, 2021.

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and described as follows:

See Exhibit "A" attached hereto and incorporated by reference herein.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots and the Outlot shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. Each Lot is and shall be subject to all and each of the following conditions and other terms:

PAN 51

When recorded return to:
Mark J. LaPuzza
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Ste. 300
Omaha, NE 68114

ARTICLE I.
ROADWAY ACCESS EASEMENT

1. Roadway. Access to the Lots is hereby granted to each Owner by grant of a non-exclusive access permanent easement over and through the property legally described as follows:

See Exhibit "B" attached hereto and incorporated by reference herein.

The "Road".

2. Road Construction. The road shall be initially constructed by the Declarant with such initial construction consistent appropriate grading and rock, gravel or other such material accessible to Declarant. Declarant is hereby granted a temporary construction easement for the purpose of constructing the Road over and across the Road. The surfacing of the Road shall maintain a width of at least 28 feet.

3. Right-of-Way. Beyond any portion of the Road which is gravel, the remainder of the Road shall be considered right-of-way granted to all of the Owners of the Lots and to the Association. The right-of-way shall be maintained without improvements (other than paved driveways) for the purpose of maintaining visibility, access in uniform appearance. The Association may elect, in its discretion, to provide maintenance for the right-of-way.

4. Permanent and Nonexclusive Easement. The Easement granted herein shall provide a permanent, nonexclusive easement to the Owner of each Lot and the Association. Easements set forth in this Article I may not be terminated or modified except in an instrument executed by one hundred (100) percent of the Owners of the Lots or an instrument executed by the Declarant.

5. Prohibited Use of Nearby Secondary Access. Nothing in this Declaration shall be intended to create or represent any right of any Owner to use the existing private driveway to the east of Lots 5 and 6. Ownership, control and use of such driveway is not intended for use by any of the Lots.

6. Drainage. An additional easement, including five (5) feet to the East and five (5) feet to the West of the Road shall be reserved to the Association and the Owners for drainage of surface water.

ARTICLE II.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family, non-transient residential purposes and for recreational and ancillary use related thereto.

2. For a period of twenty-five (25) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, other than landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, and no building materials, temporary buildings or structures of any kind or character shall be placed or stored upon any Lot, except for Improvements which have been approved by Declarant as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article II of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high-quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed on the Lots and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed on Lots shall be consistent with the architecture of the houses constructed in the Catalina Acres subdivision in Douglas County, Nebraska. Atypical improvements and home designs, such as dome houses, A-frame houses and log cabins, will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(c) Written notice of any approval of a proposed Improvement shall be mailed or emailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed or emailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed to be refused by Declarant.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding. The roof of all improvements shall be covered with asphalt shingles or other material approved in writing by Declarant, provided that hardboard, pressed wood, bonded wood, and the like will not be approved by Declarant for coverage of any roof.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots, or to model homes approved by Declarant which are maintained by builders.

5. No exterior television or radio antenna or dish of any type shall be permitted on any Lot. Notwithstanding the foregoing, an antenna or dish that is designed to receive over-the-air programming signals, that does not exceed one meter in diameter, and that is attached directly to the residence, shall be permitted, provided that the location and size of the proposed antenna or dish is first approved by the Declarant.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.

7. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No outside trash or garbage pile, burner, or incinerator shall be erected, placed or permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. Lots shall be maintained free of trash and debris.

9. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

10. No fence shall be permitted to extend to within 50 feet of the Road of a main residential structure unless written approval is first obtained from Declarant. The location of all fencing shall be as approved by Declarant. All fences must be constructed of wrought iron, wood or tan, white or black vinyl, Except that the Declarant, in its sole and absolute discretion, may approve any other materials which it deems acceptable.

11. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement, except as approved by Declarant.

12. No swimming pool may extend more than one foot above ground level which is not surrounded by pool decking or other supporting and/or decorative Improvements related thereto. Any above ground pool shall only be permitted upon approval by Declarant for the location of such pool and any additional Improvements.

13. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards of the Lot. 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. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eighteen (18) inches except as for crops, hay, or pasture plantings, which shall be permitted to be grown in any ordinary fashion, so long as not permitted to become a detriment to the appearance of the neighborhood or become a dangerous condition.

14. Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading on the Owner's Lot until such time as a lawn or other plantings sufficient to prevent erosion on the Owner's Lot have been established. These measures include, but are not limited to: installation of silt fences, hay/straw bales, ditch checks, street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the Lot, and sodding and mulching lawn areas. Steep slopes located on a Lot may require installation of stray mat, jute mat, or other materials designed to stabilize steep and highly erodible areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within seven (7) days of damage. After every rainfall exceeding ½ inch and at least once per week, erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs discovered shall be made in a timely manner. Failure to comply with these requirements may result in sanctions against the Owner or Lot by the Declarant, Association, County, and/or City.

15. No Owner shall grade any Lot in a manner that prevents the natural flow of surface water to or from any other Lot. No Owner shall impair the flow of water drainage within the drainage easement identified in Article I, Section 6, above.

ARTICLE III.
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or shall cause the incorporation of the CATALINA ACRES HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (herein referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Catalina Acres. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities which may later be built or maintained by the Association, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Catalina Acres; and the protection and maintenance of the residential character of Catalina Acres.

(d) Maintenance, repair and replacement of the Road and improvements related thereto.

2. Membership and Voting. Catalina Acres is divided into six (6) separate lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more

persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The Owner of each Lot, whether one or more persons and entities, shall be entitled to vote on each matter properly coming before the Members of the Association. The Association shall have two (2) classes of voting membership as follows:

A. Class A. Class A Members shall be all Owners with the exception of the Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be Members, but in no event shall more than one vote be cast with respect to any Lot. The vote of such Lot shall be as precise as determined among the Owners of such Lot.

B. Class B. Class B Members shall be the Declarant, its successors and assigns, and Declarant shall be entitled to seven (7) votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership upon either the written direction of the Declarant or fifteen (15) years following date of recording of this Declaration.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Catalina Acres.

(c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts,

securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(i) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(j) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall perform the maintenance obligations set forth in Article III, Section 2, and shall maintain, repair and replace any fence, signs and landscaping which have been installed and facilitated by the Declarant or developer within Catalina Acres Subdivision in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or association liens.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 4 of this Article.

9. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 7, above. Notwithstanding any provision to the contrary herein, no Lots owned by the Declarant shall be subject to levy or assessment of dues and assessments.

11. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

12. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

13. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV. EASEMENTS AND COVENANTS

1. Other easements are provided for in the Ingress and Egress Easement of Catalina Acres, which is filed in the Register of Deeds of Douglas County, Nebraska, Instrument No. 2021155642

2. Lot Owners covenant and agree that they will undertake all grading construction activities on the Lots in a commercially reasonable manner, in compliance with the applicable grading permit and in compliance with all federal, state and local laws, rules, regulations and ordinances (the "Governmental Requirements"). The Governmental Requirements may include, without limitation, requirements relating to the maintenance of erosion control devices, silt fences, detention ponds, terracing and street cleaning, concrete disposal as required by the Environmental Protection Agency, the State of Nebraska Department of Environmental Quality, and Douglas County, Nebraska. Each Lot Owner further covenants and agrees to install and maintain a silt fence and other appropriate erosion control devices. Each Lot Owner shall indemnify and hold harmless the Declarant and its officers, directors and shareholders, from any and all liabilities, costs, expenses, causes of action, attorney fees, fines, penalties or assessments with respect to the Lot Owners construction and grading activities on their Lot, including, without limitation, such Lot Owner's failure to comply with Governmental Requirements during and following construction of Improvements.

ARTICLE V.
GENERAL PROVISIONS

1. The Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy percent (70%) of the Lots covered by this Declaration.

3. By written consent of the Declarant, for a period of fifteen (15) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Catalina Acres subdivision and the owner requesting the waiver. Declarant's decision on any request, waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any request for waiver, modification or amendment.

4. The Declarant or its successor or assign, may assign the Declarant status hereunder to another person or entity by execution and recording of an Assignment and Assumption of Declarant status or may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon filing of a Notice of Termination of Status as Declarant, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 23 day of November, 2021.

AJKL LLC, a Nebraska limited liability company

By: 
Jason Steinbach, Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of November, 2021, by Jason Steinbach, Manager of AJKL, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public



EXHIBIT "A"

8/30/2021 8:25 AM BSMU KERR W:\200\200-21\086 James Slid-Coach Section 18-16-10\Drawings\200-21-86C.dwg

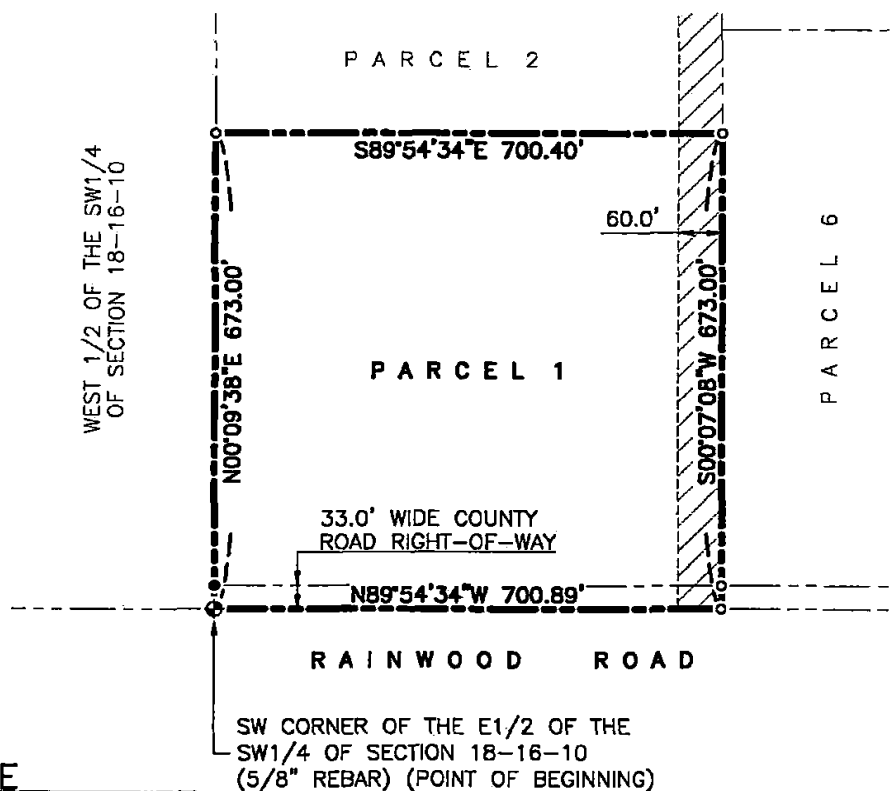
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE N00°09'38"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 673.00 FEET ON THE WEST LINE OF SAID EAST 1/2; THENCE S89°54'34"E 700.40 FEET ON A LINE 673.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2; THENCE S00°07'08"W 673.00 FEET TO THE SOUTH LINE OF SAID SW1/4; THENCE N89°54'34"W 700.89 FEET ON THE SOUTH LINE OF SAID SW1/4 TO THE POINT OF BEGINNING.

CONTAINING 471,534 SQUARE FEET OR 10.823 ACRES
 21,140 SQUARE FEET IN COUNTY ROAD RIGHT-OF-WAY
 450,394 SQUARE FEET EXCLUDING COUNTY ROAD RIGHT-OF-WAY



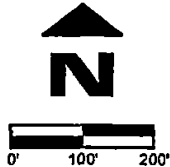
NOTE

- 1. SEE SHEET 1 FOR CORNER TIES.

 60.00 FOOT WIDE INGRESS AND EGRESS EASEMENT



JULY 9, 2021
 CHRIS E. DORNER
 NEBRASKA RLS 507



LEGEND

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNER SET (5/8" REBAR W/CAP #507)

TD2 engineering & surveying
 Job Number: 200-21-86C
 thompson, draessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5886
 td2co.com

Date: JULY 9, 2021
 Drawn By: B:RH
 Reviewed By: CED
 Revision Date:

SURVEYOR'S CERTIFICATE

SHEET 2 OF 7

Book 21-08
 Page 13 & 14

8/30/2021 8:55 AM BRUN HERR H\200\200-21\086 Jason Stairbach Section 18-16-10\Drawings\200-21-86C.dwg

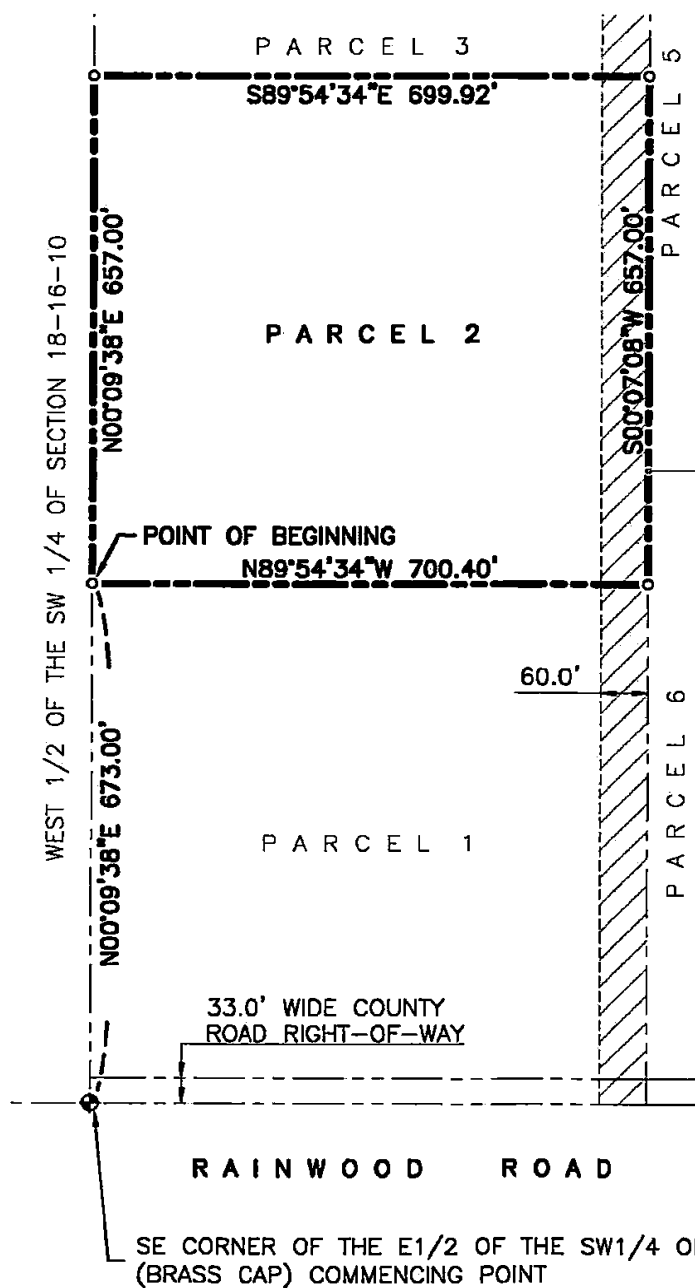
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

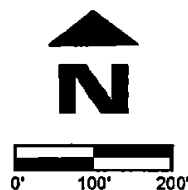
THAT PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS;
 COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE N00°09'38"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 673.00 FEET ON THE WEST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING;
 THENCE CONTINUING N00°09'38"E 657.00 FEET ON THE WEST LINE OF SAID EAST 1/2;
 THENCE S89°54'34"E 699.92 FEET ON A LINE 1330.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4;
 THENCE S00°08'42"W 657.00 FEET;
 THENCE N89°54'34"W 700.40 FEET ON A LINE 673.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4 TO THE POINT OF BEGINNING.

CONTAINING 460,007 SQUARE FEET OR 10.560 ACRES



NOTE

1. SEE SHEET 1 FOR CORNER TIES.



JULY 9, 2021
 CHRIS E. DORNER
 NEBRASKA RLS 507

60.00 FOOT WIDE INGRESS AND EGRESS EASEMENT

LEGEND

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNER SET (5/8" REBAR W/CAP #507)

TD2
 engineering & surveying
 Job Number: 200-21-86C
 thompson, dreesen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: JULY 9, 2021
 Drawn By: BJH
 Reviewed By: CED
 Revision Date:

SURVEYOR'S CERTIFICATE

SHEET 3 OF 7

Book 21-08
 Page 13 & 14

8/30/2021 8:25 AM BRAN NERR H:\200\200-21\086 Jason Stairbach Section 18-16-10\Drawings\200-21-86C.dwg

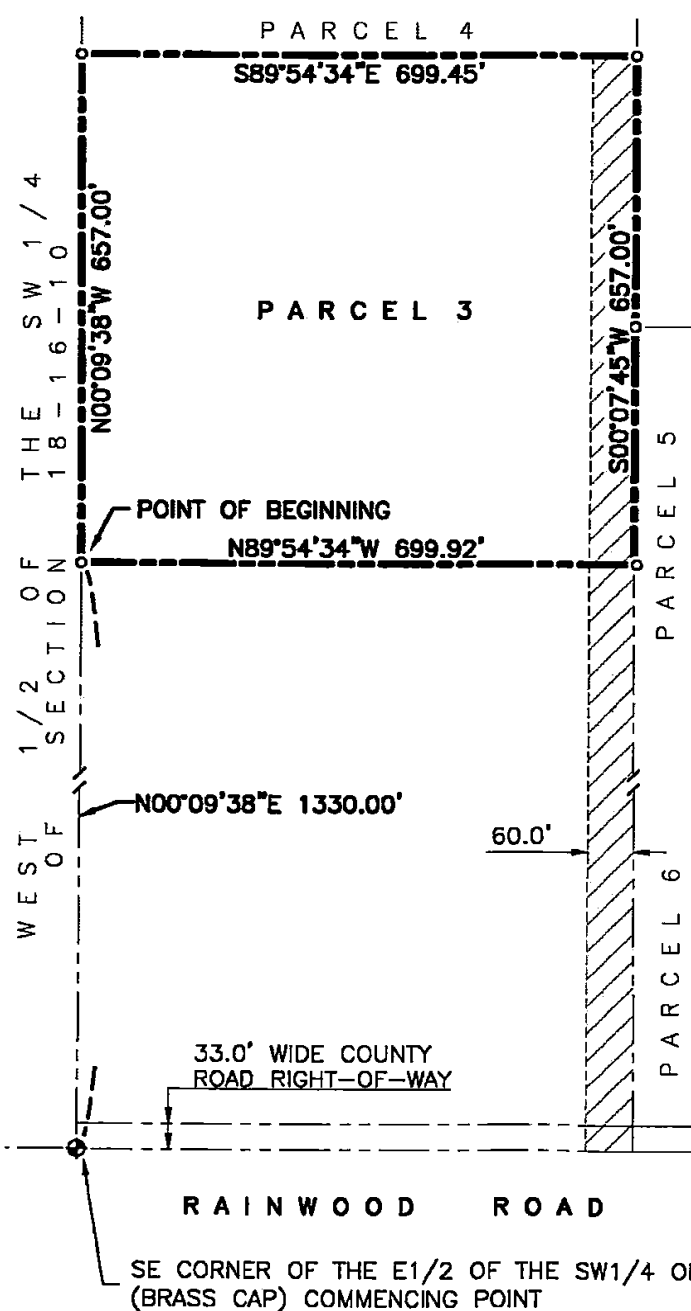
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

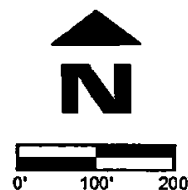
THAT PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS;
 COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE N00°09'38"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 1330.00 FEET ON THE WEST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING;
 THENCE CONTINUING N00°09'38"W 657.00 FEET ON THE WEST LINE OF SAID EAST 1/2;
 THENCE S89°54'34"E 699.45 FEET ON A LINE 1987.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4;
 THENCE S00°07'45"W 657.00 FEET;
 THENCE N89°54'34"W 699.92 FEET ON A LINE 1330 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4 TO THE POINT OF BEGINNING.

CONTAINING 459,693 SQUARE FEET OR 10.553 ACRES



NOTE

1. SEE SHEET 1 FOR CORNER TIES.



JULY 9, 2021
 CHRIS E. DORNIER
 NEBRASKA RLS 507

60.00 FOOT WIDE INGRESS AND EGRESS EASEMENT

LEGEND

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNER SET (5/8" REBAR W/CAP #507)

	Job Number: 200-21-86C	Date: JULY 9, 2021	SURVEYOR'S CERTIFICATE
	thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8660 f.402.330.5886 td2co.com	Drawn By: BJH Reviewed By: CED Revision Date:	
		Book 21-08 Page 13 & 14	

8/30/2021 8:55 AM BRAN HEHR H:\200\200-21\086 Jason Stairboch Section 18-16-10\Drawings\200-21-86C.dwg

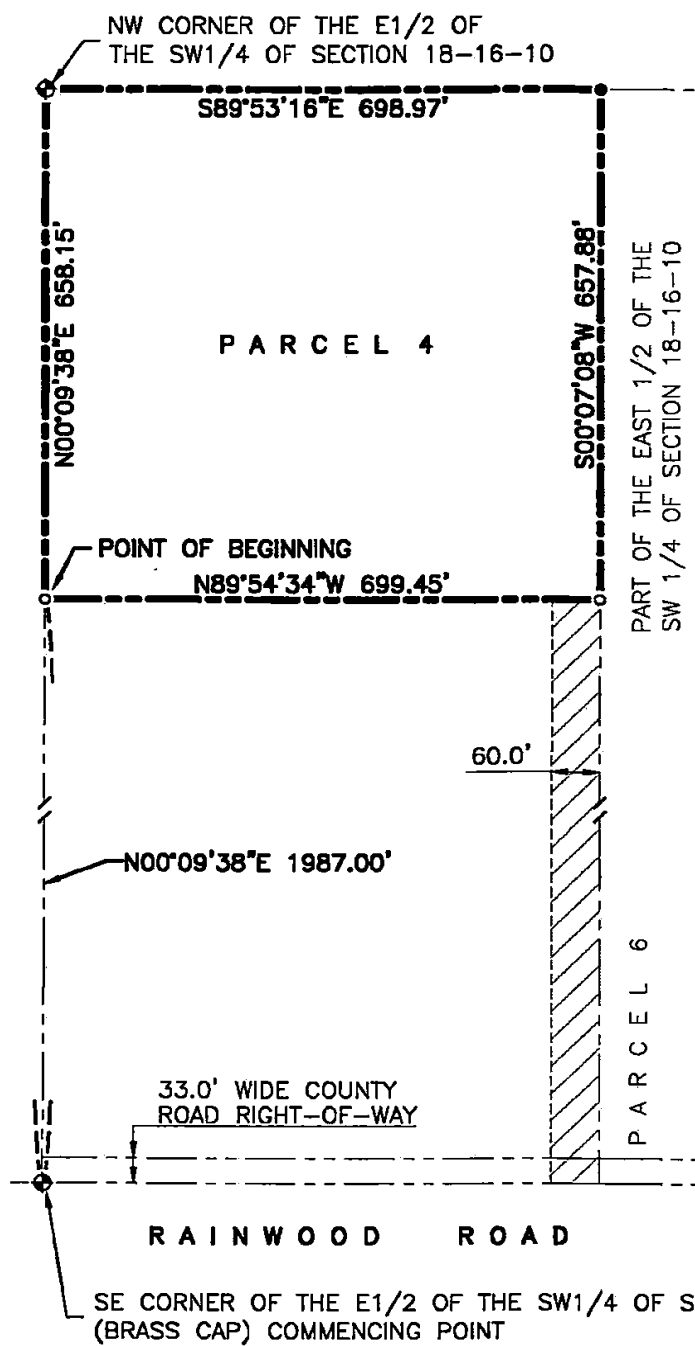
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

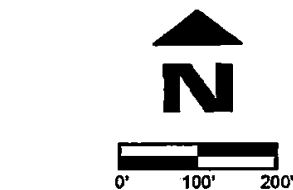
THAT PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS;
 COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE N00°09'38"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 1987.00 FEET ON THE WEST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING;
 THENCE CONTINUING N00°09'38"E 658.15 FEET ON THE WEST LINE OF SAID SW1/4 TO THE NW CORNER OF SAID E1/2 OF THE SW1/4;
 THENCE S89°53'16"E 698.97 FEET ON THE NORTH LINE OF SAID SW 1/4;
 THENCE S00°07'08"W 657.88 FEET;
 THENCE N89°54'34"W 699.45 FEET ON A LINE 1987.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 460,091 SQUARE FEET OR 10.562 ACRES



NOTE

1. SEE SHEET 1 FOR CORNER TIES.



JULY 9, 2021
 CHRIS E. DORNIER
 NEBRASKA RLS 507

60.00 FOOT WIDE INGRESS AND EGRESS EASEMENT

LEGEND

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNER SET (5/8" REBAR W/CAP #507)

TD2 engineering & surveying	Job Number: 200-21-86C	Date: JULY 9, 2021	SURVEYOR'S CERTIFICATE
	thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5868 td2co.com	Drawn By: BJH Reviewed By: CED Revision Date:	
			Book 21-08 Page 13 & 14

8/30/2021 8:55 AM BRIAN HERR H:\200\200-21\080 Jason Starbuck Section 18-16-10\Drawings\200-21-86C.dwg

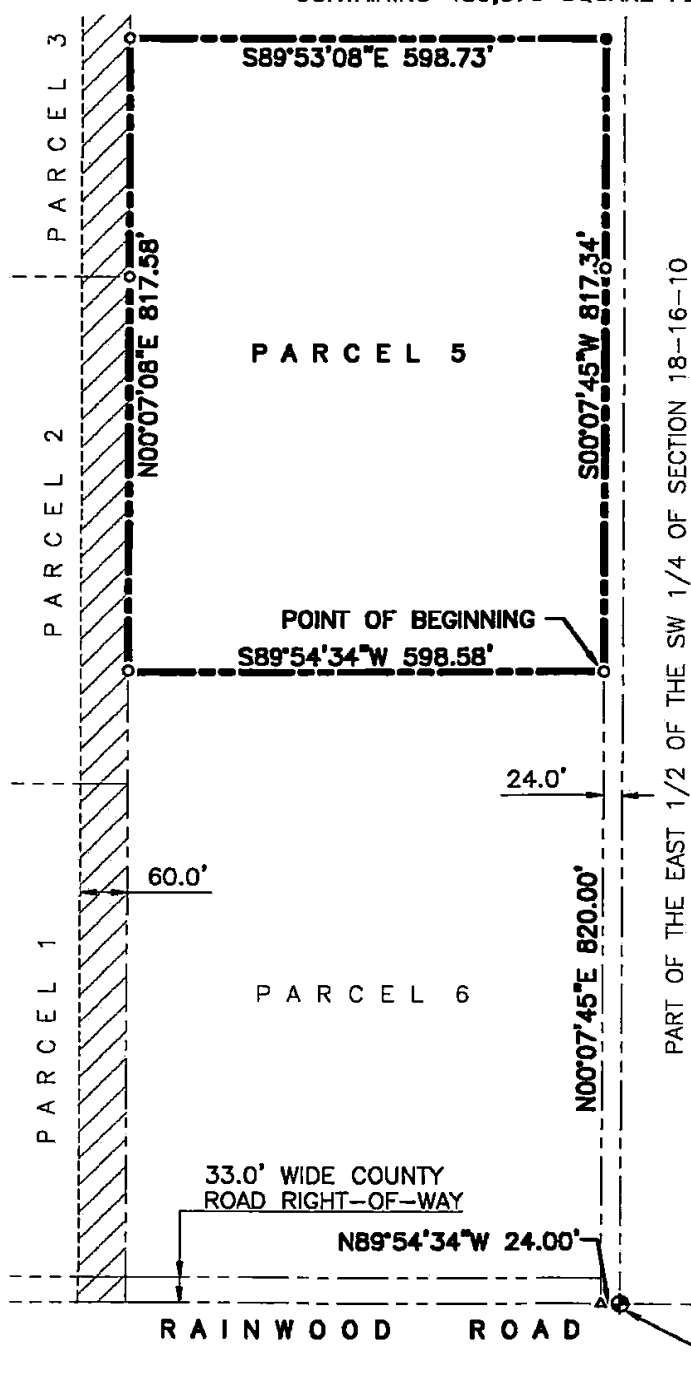
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

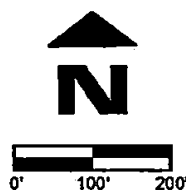
THAT PART OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF SAID EAST 1/2; THENCE N89°54'34"W (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 24.00 FEET ON THE SOUTH LINE OF SAID EAST 1/2; THENCE N00°07'45"E 820.00 FEET ON A LINE 24.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING; THENCE CONTINUING N00°07'45"E 817.34 FEET ON A LINE 24.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2; THENCE N89°53'08"W 598.73 FEET; THENCE S00°07'08"W 817.58 FEET; THENCE S89°54'34"E 598.85 FEET ON A LINE 820.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING.

CONTAINING 489,375 SQUARE FEET OR 11.235 ACRES



NOTE

- SEE SHEET 1 FOR CORNER TIES.



JULY 9, 2021
CHRIS E. DORNER
NEBRASKA RLS 507

60.00 FOOT WIDE INGRESS AND EGRESS EASEMENT

LEGEND

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNER SET (5/8" REBAR W/CAP #507)

SE CORNER OF THE E1/2 OF THE SW1/4 OF SECTION 18-16-10 (BRASS CAP) COMMENCING POINT

TD2
engineering & surveying

Job Number: 200-21-86C
thompson, dreesen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JULY 9, 2021
Drawn By: B.J.H.
Reviewed By: CED
Revision Date:

SURVEYOR'S CERTIFICATE

SHEET 6 OF 7

Book 21-08
Page 13 & 14

8/30/2021 8:55 AM BRAN HERR 14\2021\200-21\088 Jason Steinhilber Section 18-16-10\Drawings\200-21-86C.dwg

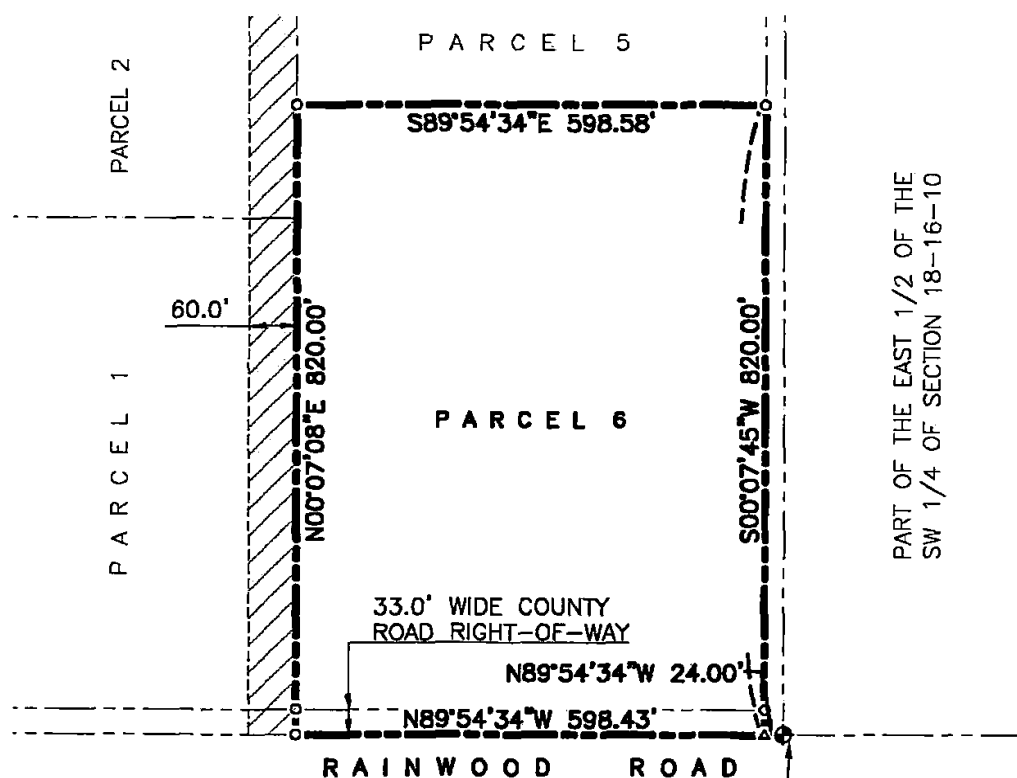
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF SAID EAST 1/2; THENCE N89°54'34"W (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 24.00 FEET ON THE SOUTH LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING; THENCE N00°07'45"E 820.00 FEET ON A LINE 24.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2; THENCE N89°54'34"W 598.85 FEET ON A LINE 820.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2; THENCE S00°07'08"W 820.00 FEET TO THE SOUTH LINE OF SAID EAST 1/2; THENCE S89°54'34"E 598.43 FEET ON THE SOUTH LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING.

CONTAINING 490,774 SQUARE FEET OR 11.267 ACRES
 19,751 SQUARE FEET IN COUNTY ROAD RIGHT-OF-WAY
 471,023 SQUARE FEET EXCLUDING COUNTY ROAD RIGHT-OF-WAY



NOTE

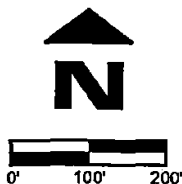
1. SEE SHEET 1 FOR CORNER TIES.

SE CORNER OF THE E1/2 OF THE SW1/4 OF SECTION 18-16-10 (BRASS CAP) (POINT OF BEGINNING)

60.00 FOOT WIDE INGRESS AND EGRESS EASEMENT



JULY 9, 2021
 CHRIS E. DORNER
 NEBRASKA RLS 507

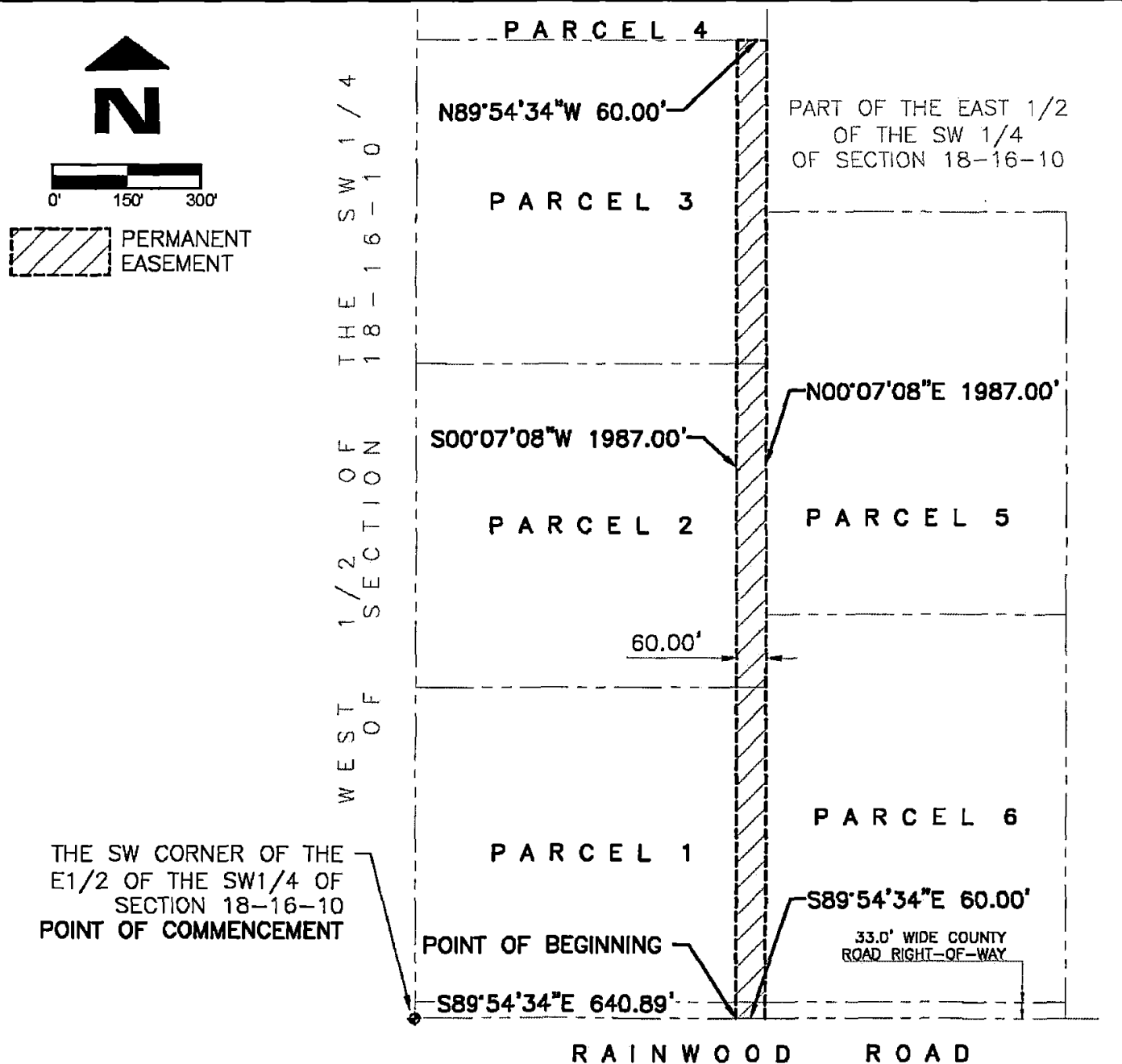


LEGEND

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNER SET (5/8" REBAR W/CAP #507)

<p>TD2 engineering & surveying</p>	Job Number: 200-21-86C thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8880 f.402.330.5886 td2co.com	Date: JULY 9, 2021 Drawn By: BJH Reviewed By: CED Revision Date:	<p>SURVEYOR'S CERTIFICATE</p>
	SHEET 7 OF 7		Book 21-08 Page 13 & 14

8/30/2021 3:14 PM CHRIS DORNER H:\200\200-21\088 Jason Steinbock Section 18-16-10\Drawings\200-21-86C.dwg



LEGAL DESCRIPTION

A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE S89°54'34"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 640.89 FEET ON THE SOUTH LINE OF SAID SW1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'34"E 60.00 FEET ON THE SOUTH LINE OF SAID SW 1/4; THENCE N00°07'08"E 1987.00 FEET; THENCE N89°54'34"W 60.00 FEET ON A LINE 1987.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4; THENCE S00°07'08"W 1987.00 FEET TO THE POINT OF BEGINNING. CONTAINING 119,220 SQUARE FEET OR 2.74 ACRES

	Job Number: 200-21-86C thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: JULY 9, 2021 Drawn By: DHN Reviewed By: CED Revision Date:	<h2>EXHIBIT " B "</h2>	Book 21-08 Page 13 & 14
	[Empty space for additional notes or signatures]			