

WASHINGTON COUNTY NEBRASKA  
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(4 Pages)  
*Carolyn M Stodola*  
Carolyn M Stodola, Register of Deeds

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**Recording Return to:**

Brenda Wheeler, City Clerk, City of Blair, 218 S. 16<sup>th</sup> Street, Blair, NE 68008 (402) 426-6694

**DECLARATION OF CONVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF SOUTH 10<sup>TH</sup> STREET DEVELOPMENT,  
LOTS 1 THROUGH 8 AND OUTLOTS A, B, & C, IN THE CITY OF BLAIR,  
WASHINGTON COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by The City of Blair, a City of the First Class and a political subdivision organized under the laws of the State of Nebraska, a municipality, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 8 and Outlots A, B, & C, South 10<sup>th</sup> Street, with a Perimeter Description of:

A parcel of land known as Tax Lot 277 in the Northwest Quarter and Northeast Quarter of Section 13, and Part of Tax Lot 226 in the Southeast Quarter of Section 13, all in Township 18 North, Range 11 East of the 6<sup>th</sup> P.M., Washington County, Nebraska, being more particularly described as:

Beginning at the Northwest Corner of the Southeast Quarter of Said Section 13; Thence S00°20'05"W (Assumed Bearing) on the East Line of Said Southeast Quarter, a Distance of 107.10 Feet to the Northwest Corner of Tax Lot 225 of Said Southeast Quarter; Thence S89°41'46"E on the North Line of said Tax Lot 225, a distance of 270.62 Feet to the Northeast Corner of said Tax Lot 225 and the West Right of Way Line of South 10<sup>th</sup> Street; Thence Northerly on said West Right of Way Line the following Five (5) courses; (1) N04°12'11"W, a Distance of 107.43 Feet to the North Line of said Southeast Quarter and a Point of Curvature; (2) Thence on a 345.00 Foot Radius curve to the Left, an Arc Distance of 55.64 Feet to a point of tangency, the chord of said curve bears N25°49'05"W, a distance of 55.58 Feet; (3) Thence N30°26'19"W, a Distance of 413.31 feet to a point of curvature; (4) Thence on a 380.00 Foot Radius Curve to the Right, an Arc Distance of 203.87 Feet to a Point of Tangency, the Chord

of said Curve bears N15°04'07"W, a distance of 201.44 Feet; (5) Thence on N00°18'04"E, a Distance of 690.74 Feet to the South Right of Way Line of Wilbur Street; Thence N89°37'38"W on said South Line, a Distance of 508.65 Feet to the Northeast Corner of Tax Lot 267 of Said Section 13; Thence S30°18'44"E on the East Line of said Tax Lot 267, a distance of 349.97 Feet; Thence S03°51'56"E continuing on said East Line, a distance of 502.37 feet to the Northeast Corner of Tax Lot 160 of said Section 13; Thence continuing S03°51'56"E on the east Line of Tax Lot 160 and It's Southerly Extension, a Distance of 298.41 feet to the Northeast Corner of Tax Lot 178 of Said Section 13; S01°33'45"E on the East line of Tax Lot 178, a distance of 190.63 Feet to the North line of the Southwest Quarter of said Section 13; Thence S89°37'48"E Along said North Line, a Distance of 293.05 Feet to the Point of Beginning Containing 11.95 Acres, More or Less.

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

The Declarant desires to provide for the preservation of the values and amenities of SOUTH 10<sup>th</sup> Street Development, for the maintenance of the character and integrity of SOUTH 10<sup>th</sup> Street Development, and for the acquisitions, construction and maintenance of Buildings and Lots and Outlots for the use and enjoyment of the public.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots and Outlots 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 and Outlots, and the enjoyment of the public of the Lots and Outlots. 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 and Outlot, or any part thereof, as is more fully described herein. The Lots, each Lot, Outlots and each Outlot, is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. All Buildings must have a minimum thirty-six (36) inches of brick, brick veneer, rock, or similar material on the street side of any building constructed.
2. No lot will be utilized for any use without the construction of a primary building not less than three thousand (3,000) square feet with an office space.
3. All areas between the building and the front property line must maintain paved driveway and parking, with a minimum of six (6) inch concrete or six (6) inch asphaltic

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concrete, and be landscaped with grass and trees, shrubs, or flowers to maintain an aesthetic pleasing and well-groomed appearance.

4. Any building and landscaping must be approved by the Declarant.

## ARTICLE II. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to any company which has been granted a franchise to provide a cable television, utility, and/or internet system within the Lots, Washington County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and messages service and for reception on, over, through, under and across five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and exterior lots that are adjacent to presently platted recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easements but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

2. Other easements are provided for in the final plat of South 10<sup>th</sup> Street, which is filed in the Register of Deeds of Washington County, Nebraska on October 22, 2021 – Instrument No. 2021-04902.

## ARTICLE III. GERNERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot or Outlot, named herein shall have the right to enforce by 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 for eighty-nine (89) years after the recording of this Declaration. 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

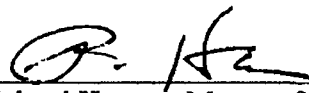
twenty (20) years from the date hereof. After the Declarant owns no other Lots or Outlots in the Development, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots or Outlots covered by this Declaration. The Owners are hereby put on notice that after the Declarant does not own any lots in the Development, the Declarant will no longer have any duty to enforce these Covenants and it will be the sole discretion of the Development, whether to enforce said covenants by a vote of not less than seventy-five percent (75%) of the Lots covered by this Declaration. After the Declarant owns no other Lots in the Subdivision, the Owners understand that the Declarant will file a Notice of Termination of Status of Declarant.

3. City of Blair, is a municipality organized as a City of the First Class under the State of Nebraska, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, associate or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

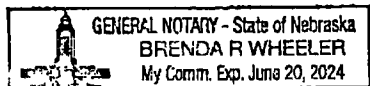
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 8th day of February, 2022.

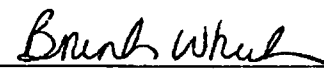
THE CITY OF BLAIR, a municipality organized  
under Laws of the State of Nebraska.

  
Richard Hansen, Mayor of Blair

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF WASHINGTON)

On this 8th day of February, 2022, before me, a Notary Public, personally came RICHARD HANSEN, the Mayor for the City of Blair, to me personally known to be the identical person whose name is affixed to the above foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said City of Blair.



  
Notary Public

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