

WASHINGTON COUNTY, STATE OF NEBRASKA

INSTRUMENT NO. 2014 - 00728

*Karen A. Madsen*

REGISTER OF DEEDS

Recorded	<u>✓</u>
General	_____
Numerical	_____
Photostat	_____
Proofed	_____
Scanned	_____

**FILED**

2014 MAR 20 PM 12:48

KAREN A. MADSEN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
BLAIR, NE

**DECLARATION  
OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR THE ESTATES AT HIDDEN ACRES  
TAX LOTS 140 THROUGH 146**

This Declaration of Covenants, Easements and Restrictions is made as of the 25<sup>th</sup> day of February, 2014, by The Hidden Acres Farm, LLC, a Nebraska limited liability company (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the following described real property, and legally described on Exhibit A, to wit:

Tax Lots 140 through 146, inclusive, known as The Estates at Hidden Acres, Section 14, T17N, R12E of the 6<sup>th</sup> P.M., as surveyed and recorded in Washington County, Nebraska (unless the context otherwise requires Tax Lots 140 through 146, inclusive, shall be referred to individually as a "Lot" and collectively as the "Lots"), and

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; and

WHEREAS, 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 upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, from time to time, and shall inure to the benefit of each owner thereof.

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

**ARTICLE I  
RESTRICTIONS AND COVENANTS**

1. The Lots shall be used primarily for residential purposes. Farming or raising/holding animals of any nature approved City/County/State for personal or commercial purposes are encouraged but shall not be permitted unless a farming and/or animal use plan is submitted and approved in writing by the Declarant. Household pets may be kept and maintained

OM-154612-2  
OMA-362669-5

**2014 - 00728**

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 or in such number as to require licensing. If in the sole judgment of the Declarant an approved farming and/or animal use plan is creating a nuisance, the Declarant will notify the Lot owner and the recommended adjustments must be made or the farming and/or animal use plan will be rescinded and the farming operation shall cease and/or the care of animals halted and or removed.

Horses may be kept and maintained on all Lots provided that the number of horses permitted on each Lot shall not exceed more than one (1) per acre and in no event shall any Lot have more than four (4) horses, unless otherwise approved by the Declarant. Declarant may, in Declarant's sole discretion, require that any animals kept and maintained on a Lot be penned in a manner satisfactory to Declarant, at the expense of the owner of such Lot. All animal structures maintained on a Lot shall be located to the rear of the residence. On any corner Lot, the animals shall be maintained no closer to the street than the residence setback on the adjoining Lot, unless specifically waived by the Declarant. All structures used for the housing or maintenance of animals, and any areas where animals are maintained or kept shall be maintained at all times in a clean, neat and orderly manner by the owner of the Lot. All fencing must be kept in good workable condition and not allowed to deteriorate or look shabby.

2. There are no restrictions regarding when construction of a residence on a Lot shall commence.

3. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, antenna, satellite receiving stations, dishes or discs, flag poles, solar heating or cooling devices, tool or storage shed, or other external improvement, including landscaping, above or below the ground (hereinafter 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, except Improvements which have been approved by Declarant as follows:

(a) A Lot owner desiring to erect an Improvement on such Lot shall submit construction plans to Declarant. Such plans shall include the following: a site plan showing the location of the proposed Improvement; at least four (4) exterior elevations indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer material; a floor plan; a foundation plan; a plot plan; a drainage plan; and the location of any septic system. Concurrent with the submission of the plans, the Lot owner shall notify Declarant of the Lot owner's mailing address. Plans submitted to Declarant will not be returned to the Lot owner.

(b) The decision to approve or disapprove a proposed Improvement shall be exercised by Declarant in Declarant's absolute and sole discretion.

(c) Written notice of any approval or disapproval of a proposed Improvement shall be mailed to the Lot owner at the address specified by such Lot owner upon submission of the plans. If written notice is not mailed/mailed within thirty (30)

days after submission of the plans, the proposed Improvement shall be deemed unapproved 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 the approval or disapproval of 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 2, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

4. No Lot shall be subdivided, without approval of Declarant.
5. All residences shall be constructed with a built-in or detached garage, for a minimum of two automobiles. Detached garages are encouraged and will be allowed upon the prior written approval of Declarant. All exterior materials, including stone, brick, siding & roofing materials must be approved in writing by Declarant.
6. Unless otherwise approved in writing by 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, having a garage for not less than two automobiles, and containing finished living areas, exclusive of porches, breezeways, carports, and garages of at least two thousand (2,000) square feet on the ground floor of a one story house; two thousand two hundred (2,200) total square feet on the ground floor and second floor of a one and one-half story house; and two thousand four hundred (2,400) 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.
7. All power and telephone service wires shall be buried underground.
8. No trailer, mobile home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.
9. Unless otherwise approved in writing by Declarant, all accessory buildings shall be enclosed, with sidewalls not exceeding twelve (12) feet in height and a total area of less than five thousand (5,000) square feet.
10. All fences erected and installed on any Lot shall be constructed of wood, approved vinyl, or other material approved by Declarant. It is the intention of this regulation to prohibit the use for fencing of wire rope, barbed wire, chain or galvanized chain link fence material, or other materials not approved by Declarant.

11. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage or covered location for more than thirty (30) days within a calendar year. All assembly, disassembly or general service work on any Vehicle must be done in the garage.
12. No incinerator or trash burner shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage or trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of a dwelling or suitable storage facility, except when in actual use. Propane tanks, if used must be screened from view
13. Construction of any Improvement must be completed within one (1) year after the date of commencement of excavation or construction of the Improvement, unless a specific extension is requested and granted by the Declarant.
14. Unless otherwise approved by the Declarant, no garden 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 the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Suitable ground cover, consisting of either sod or native grasses, shall be maintained on those portions of a Lot not formally landscaped in such manner as to prevent erosion by wind or water. All ground cover shall be regularly mowed to a height of not more than twelve (12) inches, unless otherwise approved in writing by Declarant. Each Lot owner shall take whatever steps are necessary to control noxious weeds on such Lot.
15. 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 such Lot.
16. 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.
17. 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 neighborhood or surrounding Lots.
18. No advertising signs or billboards shall be placed, constructed, or erected on any Lot except one sign per Lot advertising the Lot as "For Sale" or identifying the builder of a dwelling on such Lot; nor shall business activities of any kind whatsoever be conducted on any

Lot. Provided, however, the foregoing shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

19. 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 way. No existing trees or natural terrain shall be disturbed without the prior written approval of Declarant.

20. Declarant shall have the right, should it become necessary, to enter upon any Lot in which a completed residence has not yet been constructed for the purpose of mowing and maintaining any such Lot without being classified as a trespasser; provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

## **ARTICLE II HOMEOWNERS' ASSOCIATION**

1. Declarant shall cause the incorporation of The Estates at Hidden Acres Homeowners Association, a Nebraska not for profit corporation (the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including, but not limited to:

(a) The acquisition, construction, landscaping, improvement, equipping, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include dedicated and nondedicated roads, paths, ways and green areas; sewers, drainage structures, drainage ways and appurtenances thereto; and signs and entrances for The Estates at Hidden Acres. Common Facilities may be situated on property owned or leased by the Association, or on dedicated property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, 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 The Estates at Hidden Acres; and the protection and maintenance of the rural character of The Estates at Hidden Acres.

2. Each Lot owner shall be a Member of the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. Each Lot owner, whether one or more persons or entities, shall be entitled to one vote on each matter properly coming before the Members of the Association.

3. 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 development, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- (b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual fund, pooled funds, certificates of deposit or the like.
- (g) 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.
- (h) 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.
- (i) 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. Notwithstanding the provisions of Section 3 of this Article II, Declarant shall be responsible for the maintenance, operation, repair, upkeep and replacement of the Common Facilities until such time as Declarant has conveyed fee simple title to three (3) Lots. Thereafter, these obligations shall be undertaken by the Association as provided in this Article II. Except as expressly provided herein, Declarant shall not be obligated to exercise any of the powers, or assume any of the obligations, of the Association set forth in this Article II. Until such time as

the Association is formed and operational, each Lot owner will pay the Declarant one thousand dollars (\$1,000.00) per year to help cover maintenance cost to the Common Facilities. Subsequent to the sale of three lots, the one thousand dollars (\$1000.00) per year fee will be paid to the Home Owners Association.

5. 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. Until such time as the Association is operational, the power to fix, levy and charge the dues and assessments shall be vested in the Declarant.

6. 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.

7. 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. 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 II, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article II.

9. Unless excess dues have been authorized by the Members in accordance with Section 11 of this Article II, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) One Thousand Dollars (\$1,000.00) per Lot.

(b) In each calendar year beginning on January 1, 2015, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. 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.

The aggregate assessments in each calendar year shall be limited in amount to One Thousand Dollars (\$1,000.00) per Lot.

11. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. 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 6 of this Article II.

13. 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.

14. 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. 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 Lot 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.

15. 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 III GENERAL PROVISIONS**

1. 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 Declarant or any Lot 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. As long as Declarant owns one (1) Lot, Declarant shall have the right at any time subsequent to the filing of this Declaration to add, annex and subject additional contiguous land in Washington County, Nebraska to this Declaration by filing in the Office of the Register of Deeds of Washington County a written instrument duly executed and acknowledged by Declarant, to the effect that such additional land is being subjected hereto. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described herein on the date of the filing of this Declaration.

3. As long as Declarant owns one (1) Lot, this Declaration may be amended or rescinded by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner it shall determine in its full and absolute discretion. Thereafter, this Declaration may be amended by and instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. This Declaration shall run with and shall bind the land for a term of twenty (20) years from the date this Declaration is recorded, 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 percent (75%) of the Lots and has been recorded prior to the commencement of any ten (10) year period.

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

5. Unless otherwise approved in writing by Declarant, no building or structure shall be erected within one hundred (100) feet from the centerline of a road and all Lots shall have an interior side yard setback of fifty (50) feet and a rear yard setback of twenty-five (25) feet, unless minimum setbacks are otherwise required by the governing planning jurisdiction.

[remainder of the page intentionally left blank]

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

**DECLARANT:**

Hidden Acres Farm, LLC

By: [Signature]

Name: CURT HOFER

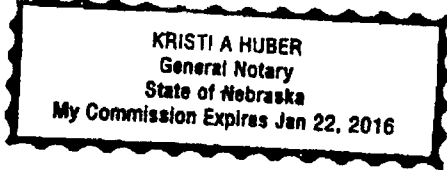
Title: Manager

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF Douglas )

Before me, a Notary Public qualified for said County and State, personally came Curt Hofer, manager of Hidden Acres Farm, 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 corporation.

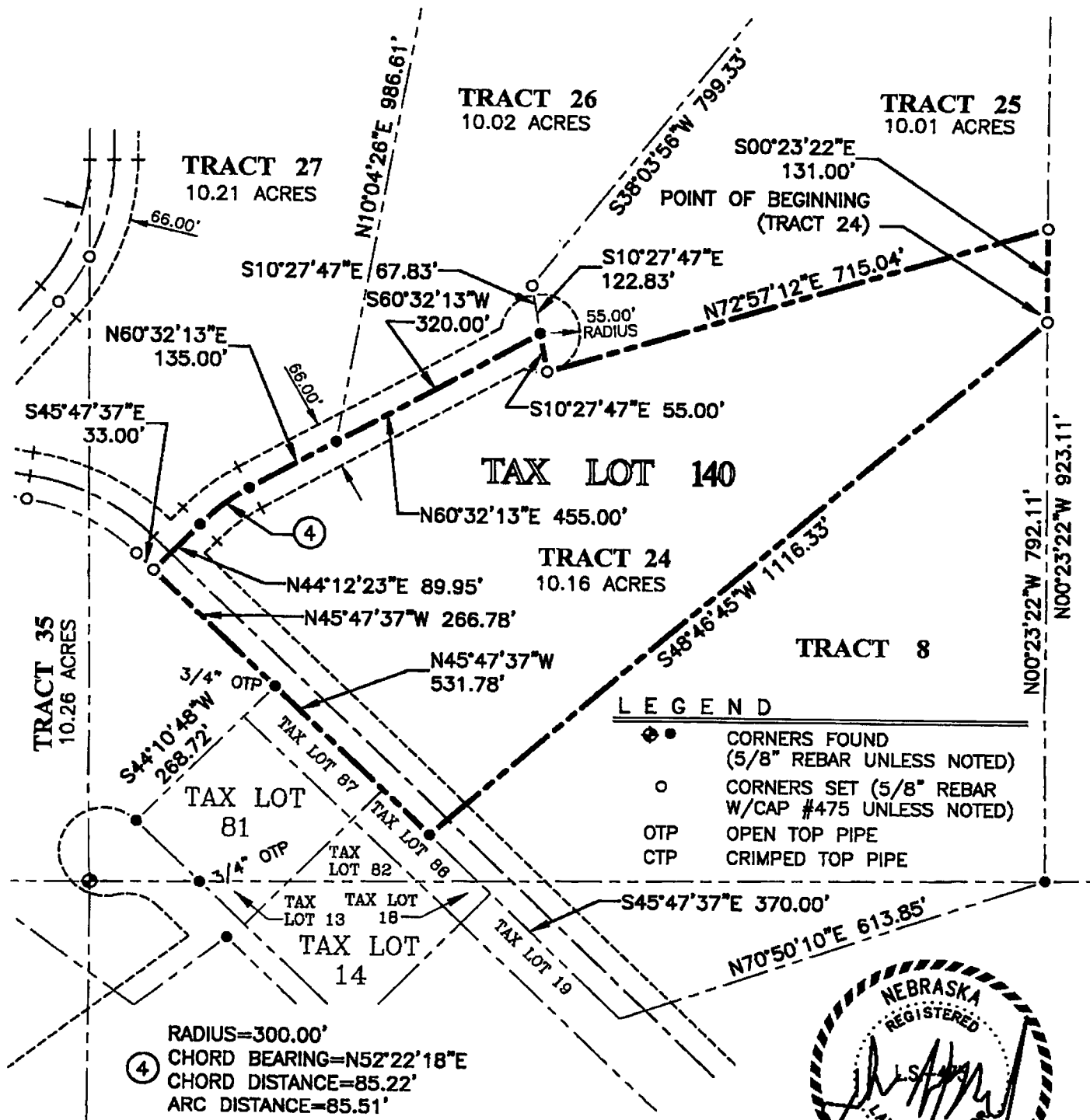
WITNESS my hand and Notary Seal on this 25 day of Feb 2014.

[Signature]  
Notary Public



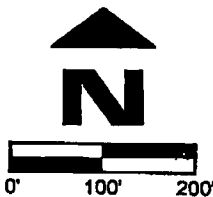
**EXHIBIT A**

**Legal Description of Real Property**



**NOTE**

1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC, DATED NOVEMBER 9, 2011.



NOVEMBER 9, 2011  
DAVID H. NEEF  
NEBRASKA RLS 475



Job Number: 1523-14-1BP(24)  
thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: NOVEMBER 9, 2011  
Drawn By: RJR  
Reviewed By: DHN  
Revision Date:

**SURVEYOR'S CERTIFICATE**

SHEET 1 OF 2

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## LEGAL DESCRIPTION

TRACT 24 – TAX LOT 140

THAT PART OF TAX LOT 88 IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID TAX LOT 88;

THENCE N00°23'22"W (ASSUMED BEARING) 792.11 FEET ON THE EAST LINE OF SAID TAX LOT 88 TO THE POINT OF BEGINNING;

THENCE S48°46'45"W 1116.33 FEET TO NORTHEAST LINE OF TAX LOT 86 IN SAID SECTION 14;

THENCE N45°47'37"W 531.78 FEET ON THE NORTHEAST LINES OF SAID TAX LOT 86 AND TAX LOT 87 IN SAID SECTION 14 AND THEIR NORTHWESTERLY EXTENSION; THENCE N44°12'23"E 89.95 FEET;

THENCE NORTHEASTERLY ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N52°22'18"E, CHORD DISTANCE 85.22 FEET AN ARC DISTANCE OF 85.51 FEET;

THENCE N60°32'13"E 455.00 FEET;

THENCE S10°27'47"E 55.00 FEET;

THENCE N72°57'12"E 715.04 FEET TO THE EAST LINE OF SAID TAX LOT 88;

THENCE S00°23'22"E 131.00 FEET ON THE EAST LINE OF SAID TAX LOT 88 TO THE POINT OF BEGINNING.

CONTAINING 10.16 ACRES MORE OR LESS.



Job Number: 1523-14-1BP(24)  
thompson, dressen & dornier, inc.  
10836 Old Mill Rd  
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Date: NOVEMBER 9, 2011  
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SURVEYOR'S CERTIFICATE

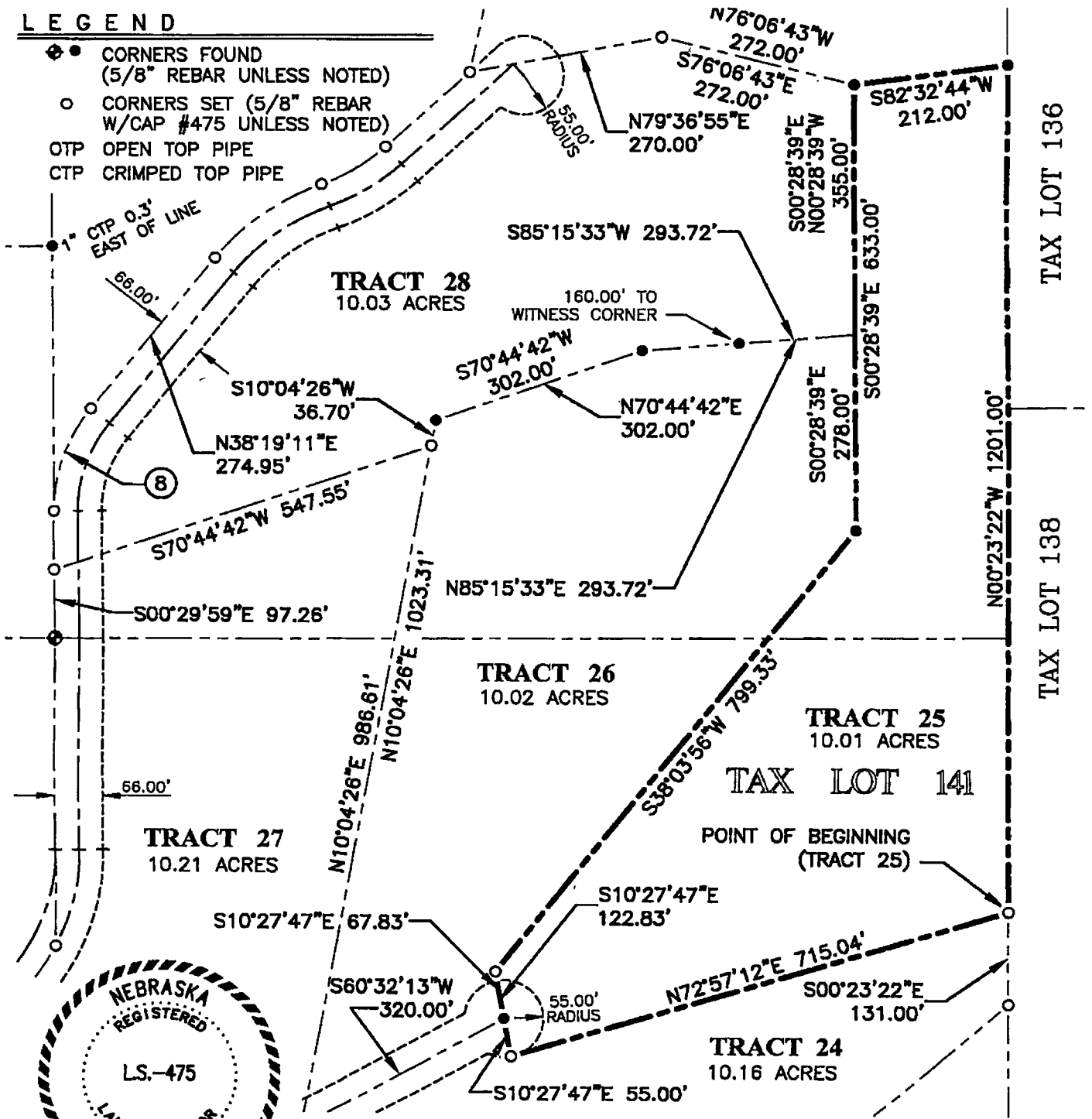
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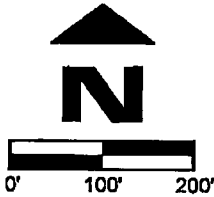
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**LEGEND**

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNERS SET (5/8" REBAR W/CAP #475 UNLESS NOTED)
- OTP OPEN TOP PIPE
- CTP CRIMPED TOP PIPE



NOVEMBER 9, 2011  
 DAVID H. NEEF  
 NEBRASKA RLS 475



**NOTE**

1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC, DATED NOVEMBER 9, 2011.



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 thompson, dreessen & dorner, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: NOVEMBER 9, 2011  
 Drawn By: RJR  
 Reviewed By: DHN  
 Revision Date:

**SURVEYOR'S CERTIFICATE**

SHEET 1 OF 2

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**2014 - 00728**

## LEGAL DESCRIPTION

TRACT 25 - TAX LOT 141

PART OF TAX LOTS 6 AND 88 IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TAX LOT 88;

THENCE N00°23'22"W (ASSUMED BEARING) 923.11 FEET ON THE EAST LINE OF SAID TAX LOT 88 TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°23'22"W 1201.00 FEET ON THE EAST LINES OF SAID TAX LOTS 6 AND 88 TO A POINT 514.00 FEET FROM THE NORTHWEST CORNER OF SAID TAX LOT 6;

THENCE S82°32'44"W 212.00 FEET;

THENCE S00°28'39"E 633.00 FEET;

THENCE S38°03'56"W 799.33 FEET;

THENCE S10°27'47"E 122.83 FEET;

THENCE N72°57'12"E 715.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.



Job Number: 1523-14-1BP(25)

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Date: NOVEMBER 9, 2011

Drawn By: RJR

Reviewed By: DHN

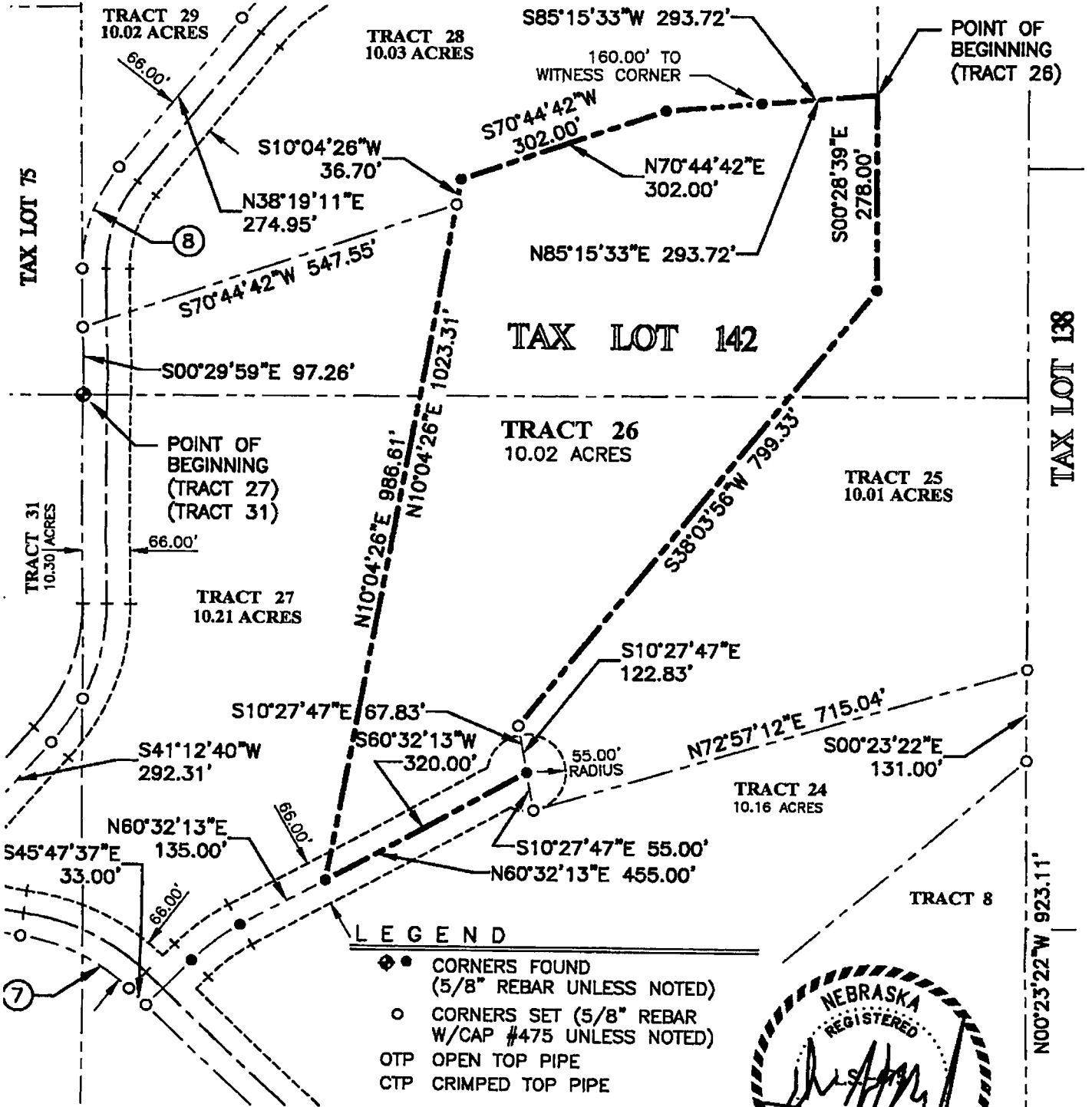
Revision Date:

SURVEYOR'S CERTIFICATE

SHEET 2 OF 2

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**NOTE**

1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC., DATED NOVEMBER 9, 2011.



NOVEMBER 9, 2011  
 DAVID H. NEEF  
 NEBRASKA RLS 475



Job Number: 1523-14-1BP(26)  
 thompson, dreessen & dornier, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: NOVEMBER 9, 2011  
 Drawn By: RJR  
 Reviewed By: DHN  
 Revision Date:

**SURVEYOR'S CERTIFICATE**

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## LEGAL DESCRIPTION

TRACT 26 - TAX LOT 142

PART OF TAX LOTS 6 AND 88 IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TAX LOT 6;

THENCE S00°23'22"E (ASSUMED BEARING) 514.00 FEET ON THE EAST LINE OF SAID TAX LOT 6;

THENCE S82°32'44"W 212.00 FEET;

THENCE S00°28'39"E 355.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°28'39"E 278.00 FEET;

THENCE S38°03'56"W 799.33 FEET;

THENCE S10°27'47"E 67.83 FEET;

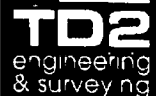
THENCE S60°32'13"W 320.00 FEET;

THENCE N10°04'26"E 1023.31 FEET;

THENCE N70°44'42"E 302.00 FEET;

THENCE N85°15'33"E 293.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.02 ACRES MORE OR LESS.



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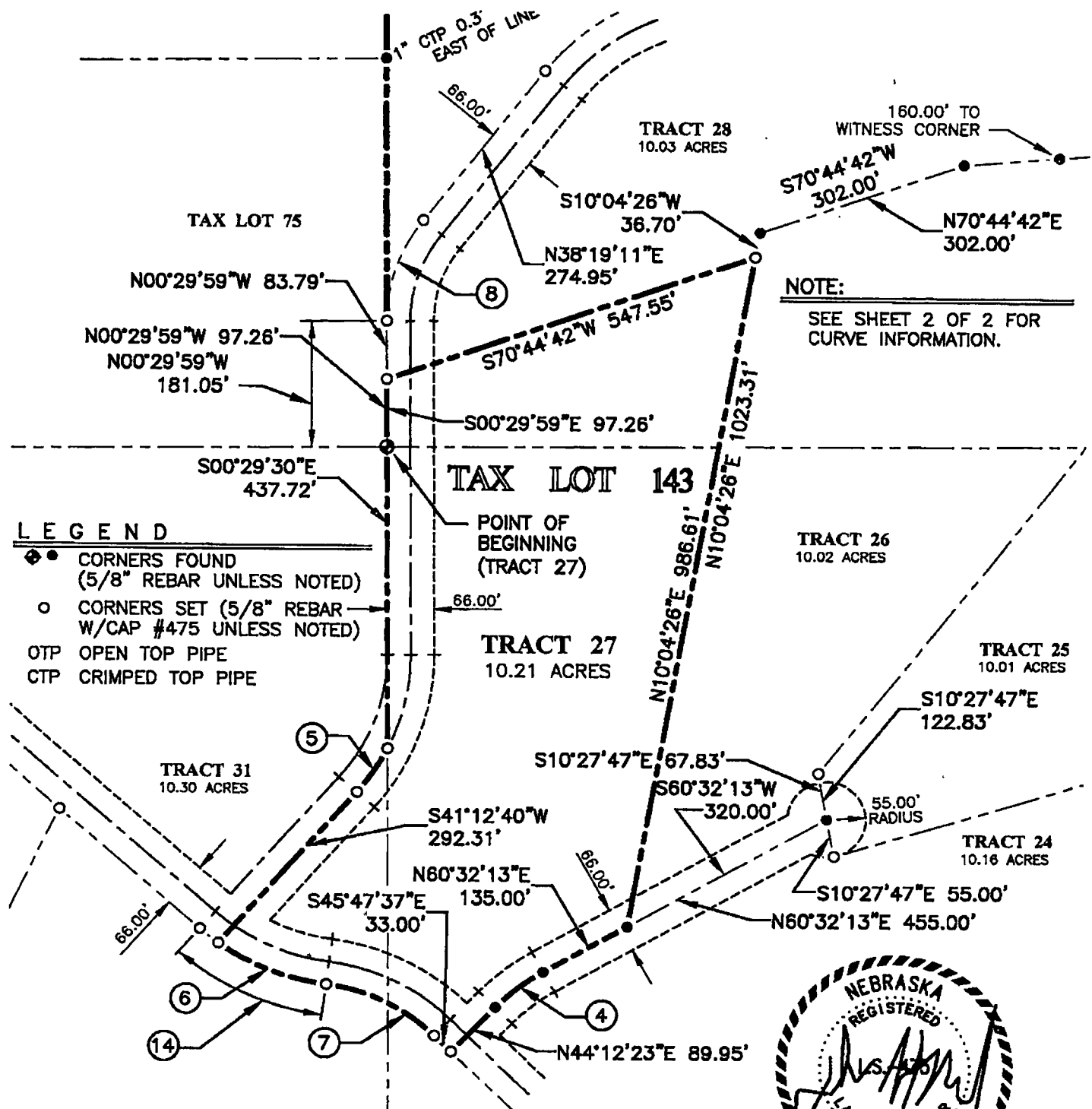
Date: NOVEMBER 9, 2011  
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Reviewed By: DHN  
Revision Date:

SURVEYOR'S CERTIFICATE

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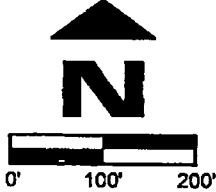


**LEGEND**

- ◆ CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNERS SET (5/8" REBAR W/CAP #475 UNLESS NOTED)
- TP OPEN TOP PIPE
- CTP CRIMPED TOP PIPE

**NOTE:**  
SEE SHEET 2 OF 2 FOR CURVE INFORMATION.

**NOTE**  
1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC, DATED NOVEMBER 9, 2011.



NOVEMBER 9, 2011  
DAVID H. NEEF  
NEBRASKA RLS 475

	Job Number: 1523-14-1BP(27) thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: NOVEMBER 9, 2011 Drawn By: RJR Reviewed By: DHN Revision Date:	<b>SURVEYOR'S CERTIFICATE</b>  SHEET 1 OF 2

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## LEGAL DESCRIPTION

TRACT 27 - TAX LOT 143

PART OF TAX LOTS 6, 29 AND 88 IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TAX LOT 29;

THENCE S00°29'30"E (ASSUMED BEARING) 437.72 FEET ON THE EAST LINE OF SAID TAX LOT 29;

THENCE SOUTHWESTERLY ON A NON-TANGENT 300.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S33°55'23"W, CHORD DISTANCE 76.12 FEET AN ARC DISTANCE OF 76.32 FEET;

THENCE S41°12'40"W 292.31 FEET;

THENCE SOUTHEASTERLY ON A NON-TANGENT 333.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S68°35'14"E, CHORD DISTANCE 162.37 FEET AN ARC DISTANCE OF 164.03 FEET;

THENCE SOUTHEASTERLY ON A 267.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S64°14'45"E, CHORD DISTANCE 169.02 FEET AN ARC DISTANCE OF 171.98 FEET;

THENCE S45°47'37"E 33.00 FEET; THENCE N44°12'23"E 89.95 FEET; THENCE NORTHEASTERLY ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N52°22'18"E, CHORD DISTANCE 85.22 FEET AN ARC DISTANCE OF 85.51 FEET;

THENCE N60°32'13"E 135.00 FEET; THENCE N10°04'26"E 986.61 FEET; THENCE S70°44'42"W 547.55 FEET TO THE WEST LINE OF TAX LOT 6; THENCE S00°29'59"E 97.26 FEET ON THE WEST LINE OF SAID TAX LOT 6 TO THE POINT OF BEGINNING.

CONTAINING 10.21 ACRES MORE OR LESS.

### PROPERTY LINE CURVE INFORMATION

④ RADIUS=300.00'  
CHORD BEARING=N52°22'18"E  
CHORD DISTANCE=85.22'  
ARC DISTANCE=85.51'

⑥ RADIUS=333.00'  
CHORD BEARING=S68°35'14"E  
CHORD DISTANCE=162.37'  
ARC DISTANCE=164.03'

⑭ RADIUS=333.00'  
CHORD BEARING=S65°44'36"E  
CHORD DISTANCE=194.22'  
ARC DISTANCE=197.08'

⑤ RADIUS=300.00'  
CHORD BEARING=S33°55'23"W  
CHORD DISTANCE=76.12'  
ARC DISTANCE=76.32'

⑦ RADIUS=267.00'  
CHORD BEARING=S64°14'45"E  
CHORD DISTANCE=169.02'  
ARC DISTANCE=171.98'



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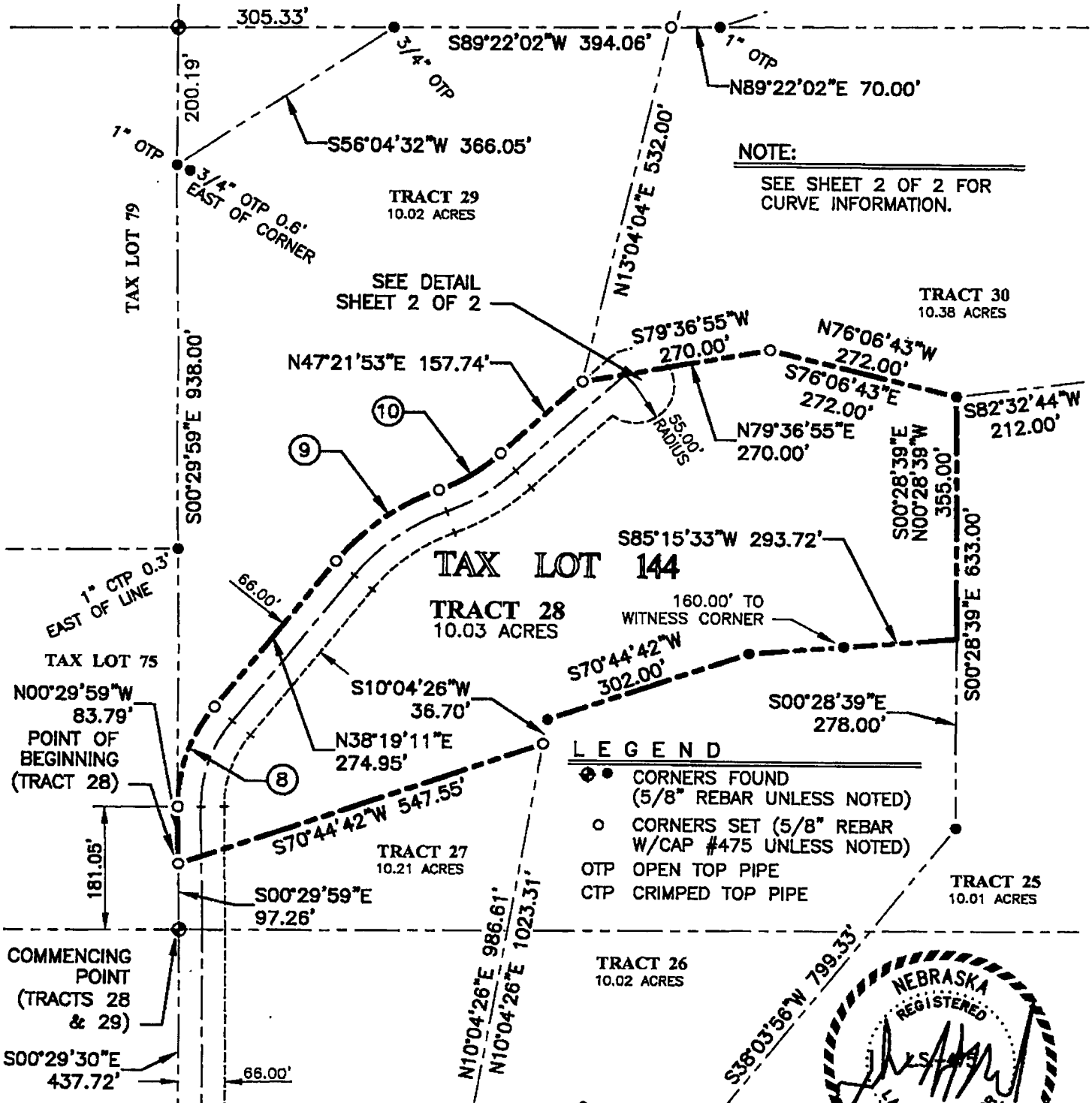
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Reviewed By: DHN  
Revision Date:

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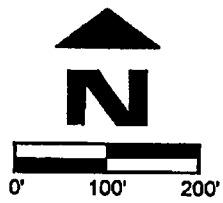
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**NOTE:**  
SEE SHEET 2 OF 2 FOR CURVE INFORMATION.

- LEGEND**
- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
  - CORNERS SET (5/8" REBAR W/CAP #475 UNLESS NOTED)
  - OTP OPEN TOP PIPE
  - CTP CRIMPED TOP PIPE

**NOTE**  
1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC, DATED NOVEMBER 9, 2011.



NOVEMBER 9, 2011  
DAVID H. NEEF  
NEBRASKA RLS 475

<b>TD2</b> engineering & surveying	Job Number: 1523-14-1BP(28)	Date: NOVEMBER 9, 2011	<b>SURVEYOR'S CERTIFICATE</b>
	thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Drawn By: RJR Reviewed By: DHN Revision Date:	

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# LEGAL DESCRIPTION

## TRACT 28 – TAX LOT 144

THAT PART OF TAX LOT 6 IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 6;

THENCE N00°29'59"W (ASSUMED BEARING) 97.26 FEET ON THE WEST LINE OF SAID TAX LOT 6 TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°29'59"W 83.79 FEET ON THE WEST LINE OF SAID TAX LOT 6;

THENCE NORTHEASTERLY ON A 233.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N18°54'36"E, CHORD DISTANCE 154.86 FEET AN ARC DISTANCE OF 157.86 FEET;

THENCE N38°19'11"E 274.95 FEET;

THENCE NORTHEASTERLY ON A 333.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N53°56'27"E, CHORD DISTANCE 179.34 FEET AN ARC DISTANCE OF 181.58 FEET;

THENCE NORTHEASTERLY ON A 267.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N58°27'48"E, CHORD DISTANCE 102.80 FEET AN ARC DISTANCE OF 103.44 FEET;

THENCE N47°21'53"E 157.74 FEET;

THENCE N79°36'55"E 270.00 FEET;

THENCE S76°06'43"E 272.00 FEET;

THENCE S00°28'39"E 355.00 FEET;

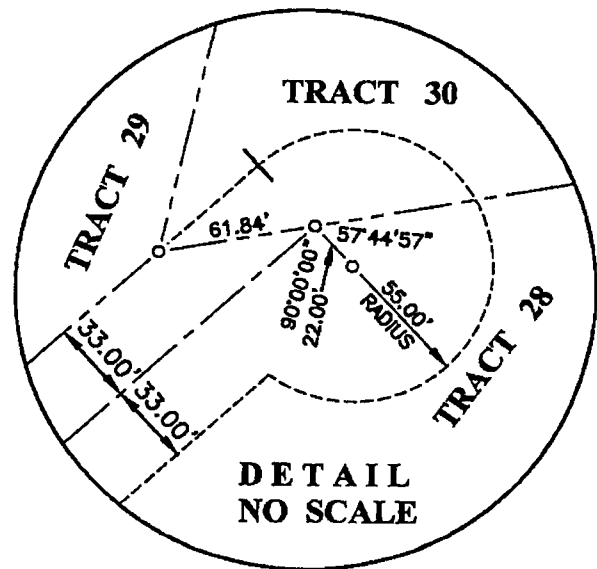
THENCE S85°15'33"W 293.72 FEET;

THENCE S70°44'42"W 302.00 FEET;

THENCE S10°04'26"W 36.70 FEET;

THENCE S70°44'42"W 547.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.03 ACRES MORE OR LESS.

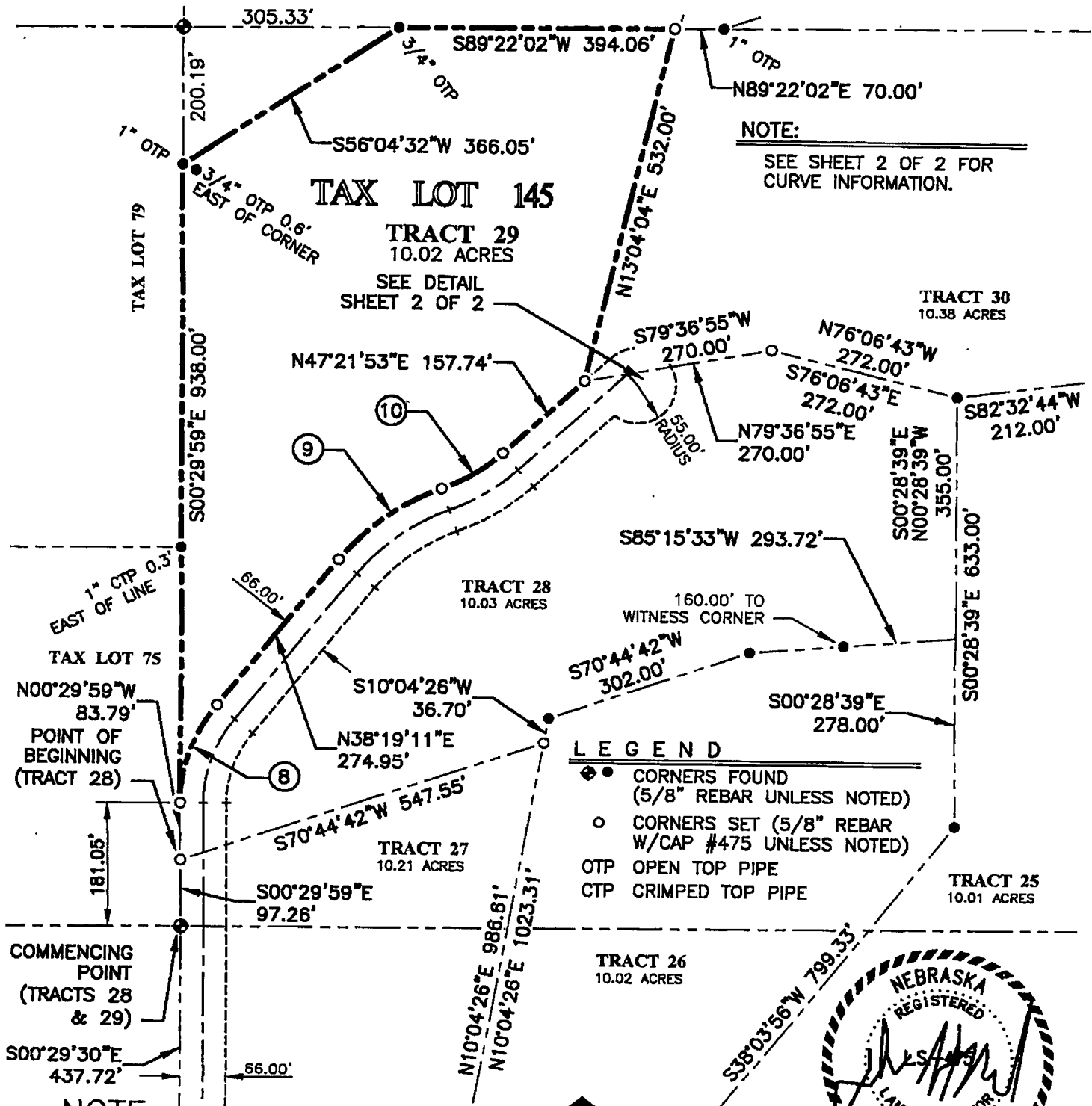


### PROPERTY LINE CURVE INFORMATION

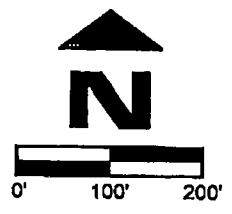
<p>⑧ RADIUS=233.00' CHORD BEARING=N18°54'36"E CHORD DISTANCE=154.86' ARC DISTANCE=157.86'</p>	<p>⑨ RADIUS=333.00' CHORD BEARING=N53°56'27"E CHORD DISTANCE=179.34' ARC DISTANCE=181.58'</p>	<p>⑩ RADIUS=267.00' CHORD BEARING=N58°27'48"E CHORD DISTANCE=102.80' ARC DISTANCE=103.44'</p>
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1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC, DATED NOVEMBER 9, 2011.



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## LEGAL DESCRIPTION

### TRACT 29 – TAX LOT 145

THAT PART OF TAX LOT 6 IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 6;

THENCE N00°29'59"W (ASSUMED BEARING) 181.05 FEET ON THE WEST LINE OF SAID TAX LOT 6 TO THE POINT OF BEGINNING;

THENCE NORTHEASTERLY ON A 233.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N18°54'36"E, CHORD DISTANCE 154.86 FEET AN ARC DISTANCE OF 157.86 FEET;

THENCE N38°19'11"E 274.95 FEET;

THENCE NORTHEASTERLY ON A 333.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N53°56'27"E, CHORD DISTANCE 179.34 FEET AN ARC DISTANCE OF 181.58 FEET;

THENCE NORTHEASTERLY ON A 267.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N58°27'48"E, CHORD DISTANCE 102.80 FEET AN ARC DISTANCE OF 103.44 FEET;

THENCE N47°21'53"E 157.74 FEET;

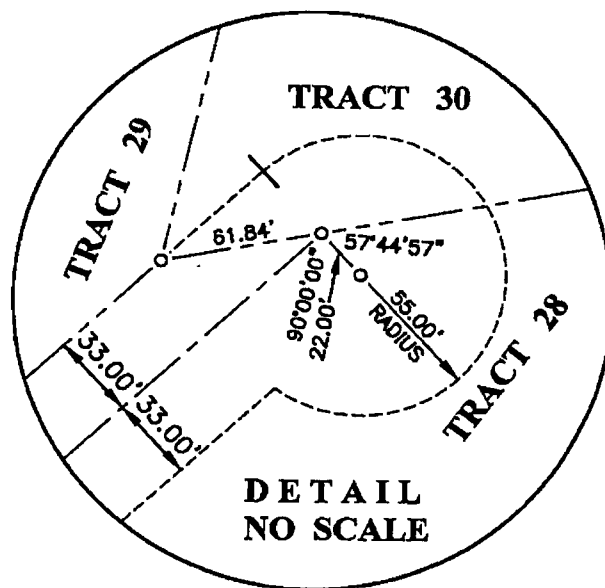
THENCE N13°04'04"E 532.00 FEET TO THE NORTH LINE OF SAID TAX LOT 6;

THENCE S89°22'02"W 394.06 FEET ON THE NORTH LINE OF SAID TAX LOT 6;

THENCE S56°04'32"W 366.05 FEET ON THE NORTHWEST LINE OF SAID TAX LOT 6;

THENCE S00°29'59"E 938.00 FEET ON THE WEST LINE OF SAID TAX LOT 6 TO THE POINT OF BEGINNING.

CONTAINING 10.02 ACRES MORE OR LESS.



### PROPERTY LINE CURVE INFORMATION

- |   |   |   |
|---|---|---|
| <p>⑧ RADIUS=233.00'<br/>CHORD BEARING=N18°54'36"E<br/>CHORD DISTANCE=154.86'<br/>ARC DISTANCE=157.86'</p> | <p>⑨ RADIUS=333.00'<br/>CHORD BEARING=N53°56'27"E<br/>CHORD DISTANCE=179.34'<br/>ARC DISTANCE=181.58'</p> | <p>⑩ RADIUS=267.00'<br/>CHORD BEARING=N58°27'48"E<br/>CHORD DISTANCE=102.80'<br/>ARC DISTANCE=103.44'</p> |
|---|---|---|

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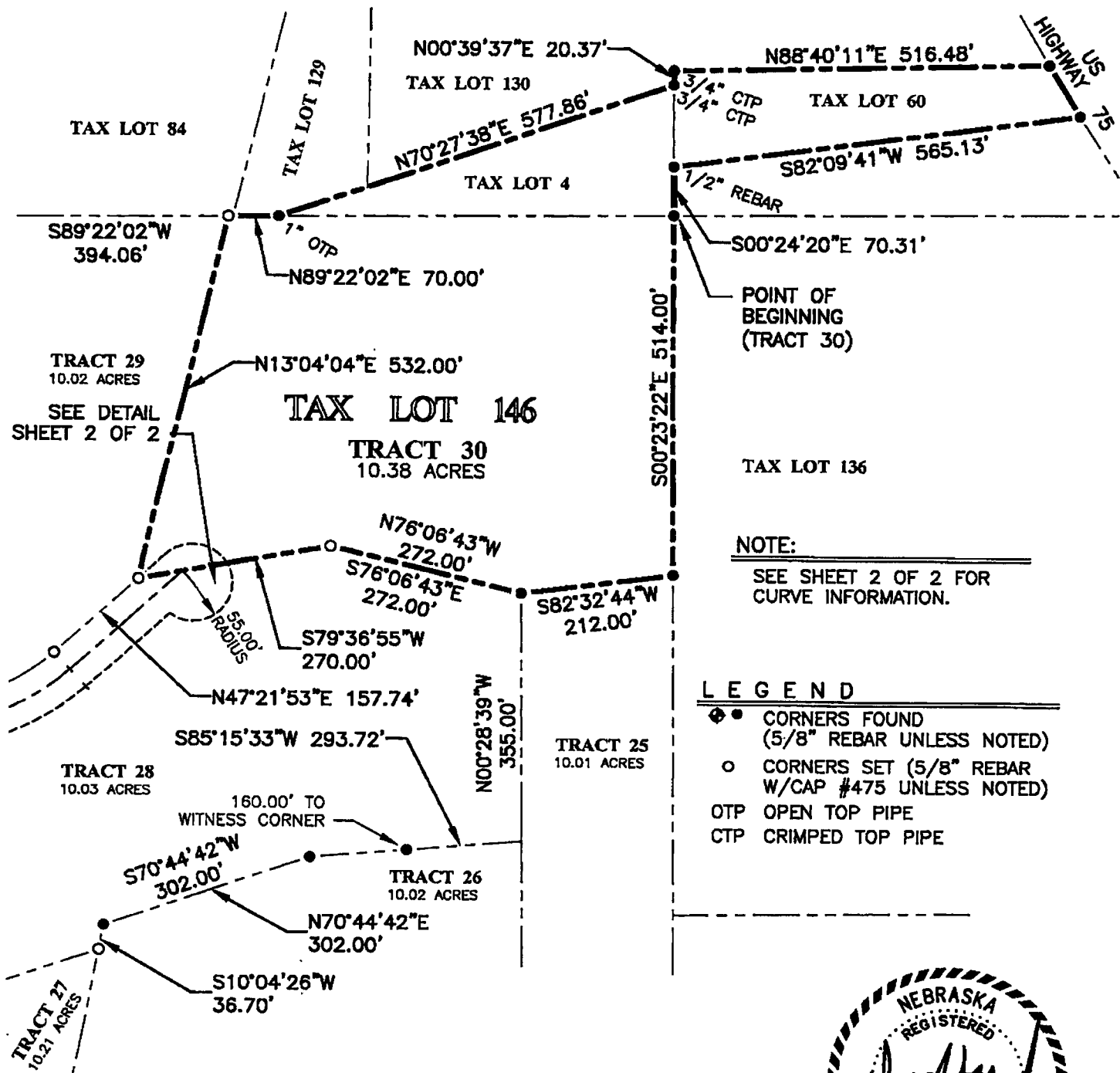
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**NOTE:**  
SEE SHEET 2 OF 2 FOR CURVE INFORMATION.

**LEGEND**

- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
- CORNERS SET (5/8" REBAR W/CAP #475 UNLESS NOTED)
- OTP OPEN TOP PIPE
- CTP CRIMPED TOP PIPE

**NOTE**

1. THIS DRAWING REPRESENTS A PORTION OF A LARGER SURVEY MADE BY THOMPSON, DREESSEN & DORNER, INC, DATED NOVEMBER 9, 2011.



NOVEMBER 9, 2011  
DAVID H. NEEF  
NEBRASKA RLS 475



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# LEGAL DESCRIPTION

## TRACT 30 – TAX LOT 146

ALL OF TAX LOTS 4 AND 60, TOGETHER WITH PART OF TAX LOT 6, ALL IN SECTION 14, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TAX LOT 6;

THENCE S00°23'22"E (ASSUMED BEARING) 514.00 FEET ON THE EAST LINE OF SAID TAX LOT 6;

THENCE S82°32'44"W 212.00 FEET; THENCE N76°06'43"W 272.00 FEET;

THENCE S79°36'55"W 270.00 FEET;

THENCE N13°04'04"E 532.00 FEET TO THE NORTH LINE OF SAID TAX LOT 6;

THENCE N89°22'02"E 70.00 FEET ON THE NORTH LINE OF SAID TAX LOT 6 TO THE MOST WESTERLY CORNER OF SAID TAX LOT 4;

THENCE N70°27'38"E 577.86 FEET ON THE NORTHWEST LINE OF SAID TAX LOT 4 TO THE NORTHEAST CORNER THEREOF;

THENCE N00°39'37"E 20.37 FEET ON THE WEST LINE OF SAID TAX LOT 60 TO THE NORTHWEST CORNER THEREOF;

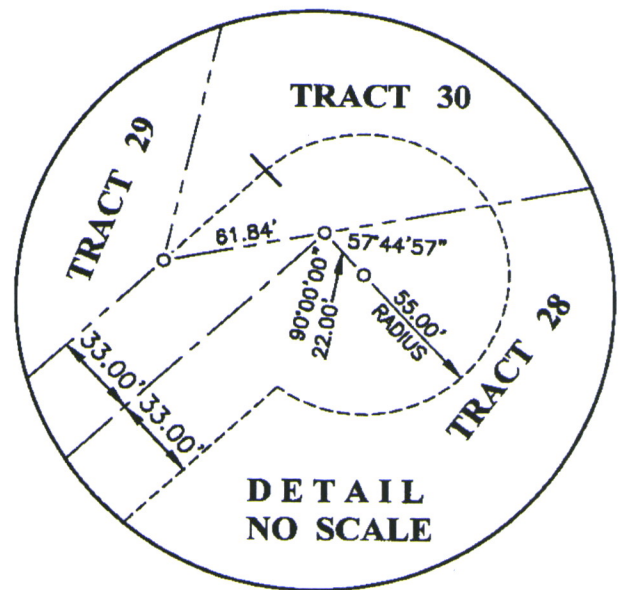
THENCE N88°40'11"E 516.48 FEET ON THE NORTH LINE OF SAID TAX LOT 60 TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID TAX LOT 60 ON A NON-TANGENT 4643.66 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°26'49"E, CHORD DISTANCE 84.82 FEET AN ARC DISTANCE OF 84.82 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 60;

THENCE S82°09'41"W 565.13 FEET ON THE SOUTH LINE OF SAID TAX LOT 60 TO THE SOUTHWEST CORNER THEREOF;

THENCE S00°24'20"E 70.31 FEET ON THE EAST LINE OF SAID TAX LOT 4 TO THE POINT OF BEGINNING.

CONTAINING 10.38 ACRES MORE OR LESS.



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