

**MASTER DEED AND DECLARATION CREATING  
SOUTHPARK CONDOMINIUM HOMES  
A Condominium Property Regime**

This Master Deed and Declaration, is made this \_\_\_\_\_ day of June, 1992, by the undersigned declarants, for themselves, their successors and assigns.

**Section I. RECITALS.**

1.1 Declarants are the owners of a certain tract of land ("the property") situated in Cass County, Nebraska, legally described as follows:

A fractional part of the West Half of the Northeast Quarter (sometimes known as Gov't Lot 2), in Section 35, Township 13 N., Range 13 East of the 6th P.M., Cass County, Nebraska more fully described as follows:

Referring to the Center Quarter Corner of said Section 35; thence running N 0 degrees 00' E, (assumed bearing along the West line of the NE 1/4), 274.0'; thence N 90 degrees East, 33.0'; to the true point of beginning on the easterly county road right-of-way line; thence N 0 degrees 00' E, (along said right-of-way), 40.97'; thence North 77 degrees 30' 27" E, 94.66'; thence N 87 degrees 33' 37" E, 158.32'; thence N 22 degrees 50' 28" W, 109.72'; thence N 19 degrees 40' 26" E, 70.0'; thence S 61 degrees 36' 38" E, 100.0'; thence S 79 degrees 36' 40" E, 117.38'; thence N 63 degrees 30' 22" E, 270.78'; thence S 7 degrees 25' 00" E, 454.57'; thence N 88 degrees 45' 42" W, 391.53'; thence N 22 degrees 50' 28" W, 199.50'; thence S 87 degrees 33' 37" W, 169.68'; thence S 77 degrees 30' 27" W, 100.0', to the point of beginning containing 4.00 acres.

1.2 Declarants are the owners of certain building sites currently located within Southpark Townhome, a planned unit development, filed April 3, 1985 in Book 12, Miscellaneous Records, page 599 of the records of the Register of Deeds of Cass County, Nebraska and which also contains common elements hereinafter described, and declarant hereby declares its desire to submit the Property to the Regime established by the Condominium Property Act of Nebraska, R.S. Neb. Section 76-824 et seq.

1.3 Declarants do hereby establish a plan for the ownership in fee simple of the condominium real property estates herein described, as tenants in common, of the general and limited common elements hereinafter described, subject to taxes, assessments and the covenants, reservations and restrictions in this Master Deed.

1.4 The condominium property regime hereby established shall

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IN BOOK 42 OF Deeds PAGE 154

REGISTER OF DEEDS, CASS CO., NE *Patricia Masingo*

Doc # 593 48752

**COMPARED**

be known as "The Southpark Condominium Homes", hereinafter referred to as "Southpark", which reference shall mean and refer to the entire Property, the buildings located thereon, and all other improvements erected or to be erected thereon.

NOW, THEREFORE, Declarants declare that the following terms, covenants, conditions, restrictions, easements, uses, reservations, limitations and obligations shall run with the land, shall be a burden and benefit to the declarants, their successors or assigns, each of the owners (hereinafter defined), and all persons and entities having or acquiring any right, title or interest or to any part of the property or to Southpark, their grantees, and their heirs, personal representatives, devisees, successors and assigns:

#### Section 2. DEFINITIONS.

2.1 "Association of Owners" or "Association" means Southpark Homeowners Association, Inc., a Nebraska Not-For-Profit Corporation, the Articles of Incorporation shall govern the Southpark project, and the members of which association shall be all the owners of the units. (Exhibit "A" attached hereto).

2.2 "Building" means the single building containing units as shown on the plat of the condominium regime filed contemporaneously herewith.

2.3 "Common elements" means and includes: (a) the exact land area within the Property upon which the building is located; (b) the improvements erected and to be erected on the property (excluding the units), including without limitation the foundations, columns, girders, beams, supports, floors, perimeter and supporting walls, drywall thereon, roof, halls, corridors, lobbies and stairways of the building, porches used for access to more than one unit; (c) the parking garage, yards, gardens.

#### Section 3. DIVISION OF THE PROPERTY INTO UNITS.

3.1 Division. The property and the improvements thereon are hereby divided into Condominium Units designated on the Plat, a copy of which is attached hereto and marked Exhibit "B-1" and "B-2". Each such condominium unit shall consist of the separately designated unit identified on the plat, the proportion undivided share interest in and to the common elements appurtenant to each unit as set forth in said Exhibit "B-1" and "B-2" and the right of use of the limited common elements which are appurtenant to each unit. Furthermore, the declarants reserve the right to create, subject to an amendment of the declaration to add more units pursuant to Section 76-825 to Section 76-894 R.S. Nebraska.

3.2 Right to Change. This is reserved to the declarants the right to (i) physically combine the space within one unit with the space within one or more adjoining units, or (ii) combine a part of or combination of parts of the space within one unit with part or parts of the space within one or more adjoining units, or (iii)

assign limited common elements as appurtenant to units and sever limited common elements from units and reassign them to other units. Any such physical changes to units and any such assignment or reassignment shall be reflected by an amendment to Exhibit "B-1" and "B-2" and the plat, which amendment shall depict the affected units as reconstituted and shall set forth the reapportioned undivided share interests of the units affected. No such physical change or assignment shall be made without the written consent of the Owner and the mortgagee of each of the units affected. The cost and expenses incurred for legal, architectural and engineering fees relative to preparation of such amendment shall be borne by the person requesting such physical change to the unit.

3.3 Limited Common Elements. A portion of the common elements is reserved for the exclusive use of individual owners of the respective units, and such areas are herein referred to as "limited common elements". The limited common elements so reserved are identified on the plat; provided, however, that any court or balcony which is accessible from, associated with and which adjoins a unit and any other limited common elements so identified on the plat shall, without further reference thereto, be used in connection with such unit to the exclusion of the use thereof by the other owners of the common elements, except by invitation. All of the owners of the units in the Southpark Project shall have a non-exclusive right in common with all of the other owners to the use of sidewalks, pathway, roads and any streets located within the entire Southpark Project. No reference need be made to the limited common elements in any deed, instrument of conveyance or other instrument, whether such limited common elements are exclusive or nonexclusive.

3.4 Condominium Plat. In interpreting the plat, the existing physical boundaries of each separate unit, whether in its original state or existing or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries, regardless of minor variance between boundaries shown on the plat and those of building. Declarant serves the right to amend the plat, from time to time, to conform to the actual location of any of the constructed improvements and to establish, vacate and relocate easements, access road easements and on-sit parking areas.

3.5 Legal Description of Condominium Unit.

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the Plat or Master Deed may legally describe a condominium unit by its identifying unit designation, followed by the name Southpark Townhomes. The location of such unit on the property shall be depicted on the plat subsequently filed for record.

(b) Every contract, deed, lease, mortgage, deed of trust, will or other instrument may legally describe a condominium unit by its identifying unit designation, followed by the name Southpark

Townhomes, with further reference to the Master Deed filed for record. Every such description shall be a good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the general common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit and use of all of general and the appurtenant limited common elements.

3.6 Permissible Forms of Ownership. A condominium unit may be held and owned in any real property estate or tenancy relationship recognized under the laws of the State of Nebraska.

3.7 Inseparability of Condominium Unit. Each unit, the appurtenant undivided interest in the general common elements and the appurtenant limited common elements shall together comprise one condominium unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a condominium unit, provided, however, units may be changed and limited common elements may be assigned and reassigned as provided in Paragraph 3.2 hereof.

3.8 Non-Partitionability of General Common Elements. The common elements shall be owned in common by all of the owners of the units and declarants (as long as it owns unsold units or lots on which units area to be constructed), shall remain undivided, and no owner shall bring any action for partition or division of the common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit. Declarants shall be the owners of all undivided interests in and to the common elements appurtenant to unsold and unconstructed units.

3.9 Easements for Encroachments. Each unit is subject to such encroachments as are contained in the building, whether the same now exist or may later be caused or created. In particular, if a unit is partially or totally destroyed and then rebuilt, the owners agree that minor encroachments upon other units or upon parts of the common elements shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or on the units for purposes of marketability of title or otherwise.

3.10 Termination of Construction Lien Rights and Indemnification. Subsequent to the completion of the improvements described on the plat, no labor performed or materials furnished and incorporated in a unit with the consent or at the request of the unit owner, his agents, his contractor or subcontractor shall be the basis for filing of a lien against the common elements or against the unit of any other unit owner who did not expressly consent to or request the services or materials. Each owner shall indemnify and hold harmless each of the other owners from and

against all liability arising from the claim of any lien against the unit of any other owner or against the common elements for construction performed or for labor, materials, services or other products incorporated in an owner's unit at such owner's consent or request.

**Section 4. Operation of Southpark Homeowners Association, Inc. and Restrictive Covenants.**

**4.1 Governing Documents.** The common interests of all owners with respect to the project shall be governed and administered by the association in accordance with the provisions of this Master Deed and the Articles of Incorporation and By-laws of the Association and Restrictive Covenants set forth in Paragraph 4.3 hereunder.

**4.2 Membership.** Every owner shall be a member of the Association and shall remain a member for so long as he or she is an owner, and declarant herein, Southpark Townhomes Partnership, shall be a member as long as it owns any part of the Southpark Condominium Homes.

**4.3 Adoption of Covenants.** The declarants hereby adopt by reference as though fully set forth in this Master Deed the First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Southpark Townhomes, a planned development (corrected) filed for record with the Register of Deeds in Book 32, at page 288 of the Miscellaneous Records, Cass County, Nebraska.

**Section 5. Right to Acquire Additional Property.**

The Association may acquire and hold for the benefit of all of the unit owners real and tangible and intangible personal property and may dispose of the same by sale or otherwise. The cost of any such property shall be borne by, and the beneficial interest in any such property shall be owned by, all of the unit owners in the same proportions as their respective interests in the common elements, and such interest therein shall not be transferable except with a conveyance of a condominium unit as provided in this Section 5. The unit owners' interest in all general and limited common elements shall remain as it was before any additions of or to the general or limited common elements, and there shall be no change in voting power of any owner in the association. A conveyance of a condominium unit shall transfer to the grantee ownership of the grantor's beneficial interest in such additional real and personal property without any reference thereto.

**Section 6. General Reservation.**

Declarants reserve the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the Southpark Project and for the best interest of all the unit owners, including the declarants, in order to serve the entire Southpark Project.

## Section 7. Miscellaneous Provisions.

7.1 Registration of Mailing Address and Transfer of Ownership. Each owner shall register his mailing address with the Association, and notices or demands required to be served upon an owner shall be sent by mail, postage prepaid, addressed to the owner at such registered mailing address. IN the event of failure of an owner to register his mailing address, notice may be served upon an owner by leaving a copy thereof at his unit. Upon sale or other transfer of his condominium unit, each owner shall give notice to the Association of the name and address of his transferee, and the Association shall be justified in relying upon the latest information received by it with respect to any question involving the ownership of a condominium unit.

7.2 Period of Condominium Ownership. The separate condominium estates created by this Master Deed and the Plat shall continue until this Master Deed is revoked in the manner provided.

7.3 Acceptance of Provisions of Documents. The conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all of the provisions of this Master Deed, the Articles of Incorporation, the By-laws and the Rules and Regulations, and the same shall be binding upon each grantee and encumbrancer without the necessity of inclusions of such an express provision in the instrument of conveyance or encumbrance.

7.4 Parking Facilities. All parking facilities, whether or not appurtenant to units, shall be under the control of the Association, and the Board of Directors may from time to time adopt rules and regulations governing the use thereof.

7.5 Mortgage Protection Clause. No breach of any of the covenants, conditions and restrictions herein shall render invalid the lien of any first mortgage on any unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Without the prior written approval of one hundred percent (100%) of the first mortgagees, based upon one (1) vote for each mortgage or deed of trust owned, neither this Master Deed nor the By-laws of the Association shall be amended so as to:

- a. Change the share of assessments charge to any unit;
- b. Terminate or abandon the common benefits conferred upon the property by this Master Deed.
- c. Allow partition or subdivision of any unit without the prior written consent of the first mortgagee of such unit;

d. Change the interest of any unit in the allocation or distributions of hazard insurance proceeds or condemnation awards;

e. Permit the use of hazard insurance proceeds for losses or damages to any portion of the project to be used for other than the repair, replacement or reconstruction thereof, except as provided by law, or to be deposited to the general funds of the Association;

f. Change the provisions of the Master Deed and By-Laws so as to give any owner or other party priority over any rights of mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards or losses to or taking of the units or the property;

g. Materially change the Master Deed or By-laws or permit termination of professional management of the South-park Project if professional management is required hereby.

In the event of eminent domain proceedings involving any unit or any part of the common elements or substantial damage to or destruction of any unit or any part of the common elements, first mortgagees of affected units which are institutions shall be timely notified of such proceedings, damage or destruction. Notwithstanding any language contained in this Master Deed to the contrary, no owner and no other party shall have priority over any rights of mortgages pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or taking of the units or any part of the property.

Institutional lenders who are first mortgagees shall have the right (a) to examine the books and records of the Association during normal business hours; (b) upon written request to receive an annual financial statement of the Association within 90 days following the end of any fiscal year thereof; and (c) upon written request to receive written notice of meetings of the Association and be permitted to designate a representative to attend such meetings.

#### Section 8. General Provisions.

8.1 Invalidity. If any of the provisions of this Master Deed or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of this remainder of this Master Deed, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

8.2 Interpretation. The provisions of this Master Deed shall be in addition to and supplemental to the Condominium Property Act of the State of Nebraska and to all other provisions of law.

Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

8.3 Titles. Section and paragraph titles are for the convenience of reference and are not intended to limit, enlarge or change the meaning hereof or affect the interpretation hereof.

8.4 Exhibits. The exhibits listed below and attached hereto are hereby incorporated by reference as a part of this Master Deed:

Exhibit "A": Articles of Incorporation of Southpark Homeowners Association, Inc.

Exhibit "B": Plat

8.5 Declarants. The following are all of the persons having an ownership interest of record in the property and are the declarants to this Condominium Regime:

Richard T. Johnson  
Richard T. Johnson, Lot 105

Bruce R. Beede  
Bruce R. Beede, Lot 108

Christopher L. Short  
Christopher L. Short, Lot 115

SOUTHPARK HOMEOWNERS  
ASSOCIATION, INC.

By Richard T. Johnson  
President

STATE OF NEBRASKA) ) ss.  
COUNTY OF CASS )

On this 18 day of June, 1992, before me, a Notary Public, personally came Richard T. Johnson and Irene O. Johnson, husband and wife, Richard T. Johnson, President of Southpark Homeowners Association, Inc. and Richard T. Johnson, General Partner of Southpark Townhomes Partnership, and they acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Irene O. Johnson  
Irene O. Johnson, Lot 105

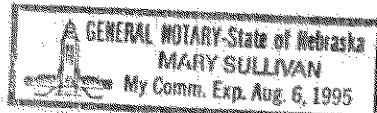
Linda J. Beede  
Linda J. Beede, Lot 108

Kammie T. Short  
Kammie T. Short, Lot 115

SOUTHPARK TOWNHOMES  
PARTNERSHIP,

By Richard T. Johnson  
General Partner  
Lots 106, 107 and 116

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



*Mary Sullivan*  
Notary Public

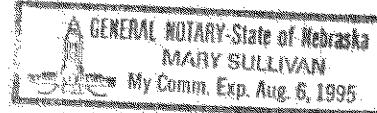
STATE OF NEBRASKA)

) ss.

COUNTY OF CASS )

On this 18 day of June, 1992, before me, a Notary Public, personally came Bruce R. Beede and Linda J. Beede, husband and wife, and they acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

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



*Mary Sullivan*  
Notary Public

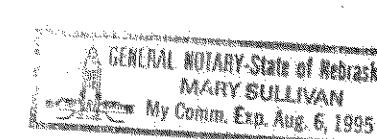
STATE OF NEBRASKA )

) ss.

COUNTY OF CASS )

On this 18 day of June, 1992, before me, a Notary Public, personally came Christopher T. Short and Kammie L. Short, husband and wife, and they acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

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

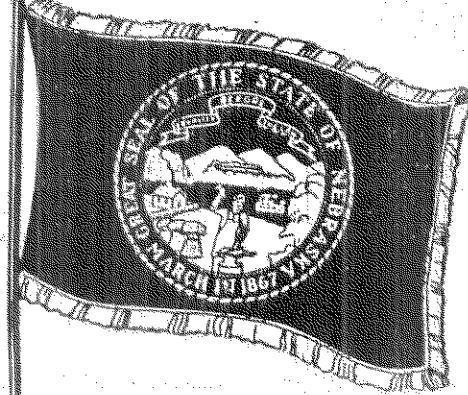


*Mary Sullivan*  
Notary Public

EXHIBIT "A"

STATE OF

NEBRASKA



I, Allen J. Beermann, Secretary of State of the State of Nebraska do hereby certify that

SOUTHPARK HOMEOWNERS' ASSOCIATION, INC.

filed Articles of Incorporation with its registered office located in Plattsmouth, Nebraska, in this office as a nonprofit corporation on August 15, 1985.

I further certify that said corporation is in good standing as of this date.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska.

Done at Lincoln this

Fifteenth

day of August  
in the year of our Lord, one thousand nine hundred and eighty-five

*Allen J. Beermann*  
SECRETARY OF STATE  
*Ralph Englehardt*  
DEPUTY

STATE OF NEBRASKA }  
CASS COUNTY }  
FILED FOR RECORD THIS 16 DAY OF  
Aug 1985 AT 2 O'CLOCK  
AND 55 MINUTES P.M. AND RECORDED  
IN BOOK 17 PAGE 17-20  
Association Record  
K.F.  
COUNTY CLERK, PLATTSMOUTH, NE

AUG 15 1985

STATE OF NEBRASKA }  
SECRETARY'S OFFICE }

Received and filed for record  
and recorded on film roll No.  
85-216 at page 168

Allen J. Beermann

Secretary of State

By 18 \$29.00

36490

ARTICLES OF INCORPORATION

OF

SOUTHPARK HOMEOWNERS' ASSOCIATION, INC.

A NON-PROFIT CORPORATION

I, the undersigned, a natural person of the age of nineteen (19) years or more, acting as Incorporator for the purpose of creating a non-profit corporation under the laws of the laws of the State of Nebraska, and its several Amendments thereto, do hereby set forth:

ARTICLE I

Name. The name of the corporation is Southpark Homeowners' Association, Inc.

ARTICLE II

Duration. The corporation shall have perpetual existence.

ARTICLE III

Purposes. The corporation is organized for any lawful purpose whatsoever.

ARTICLE IV

Powers. The corporation shall have all those powers granted not for profit corporations under the laws of the State of the Nebraska as set forth at Section 21-1904 of the Nebraska Non-Profit Corporation Act.

ARTICLE V

Election of Directors. Directors of the corporation shall

be elected in the manner provided by the by-laws.

#### ARTICLE VI

Address. The address of the initial registered office of the corporation is as follows: Street address: Rural Route 3, Box 201. City: Plattsburgh, Cass County, Nebraska.

The name of the initial registered agent of the corporation at the above address is Richard T. Johnson.

#### ARTICLE VII

Initial Directors. The number of directors constituting the initial Board of Directors shall be three, the names and addresses of the persons who are to serve as Directors until the first meeting of the corporation or until their successors are elected and qualified are:

Name	Address
Richard T. Johnson	Rural Route 3 Plattsburgh, Nebraska 68048
Lawrence Beal	8503 South 84th Avenue Hickory Hills, IL 60457
Irene Johnson	Rural Route 3 Plattsburgh, Nebraska 68048

#### ARTICLE VIII.

Incorporator. The name and address of the incorporators are

Page 3

as follows:

Name	Address
William R. Reinsch,	545 Main Street Plattsmouth, Nebraska 68048
E. Michael Slattery	545 Main Street Plattsmouth, Nebraska 68048

IN WITNESS WHEREOF I have hereunto set my hand this 13  
day of August, 1985.

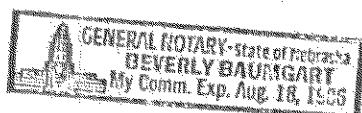
*William R. Reinsch*  
Incorporator  
*E. Michael Slattery*  
Incorporator

STATE OF NEBRASKA )  
                      ) ss.  
COUNTY OF CASS    )

On this 13<sup>th</sup> day of August, 1985, before me, a Notary  
Public, personally came William R. Reinsch and E. Michael  
Slattery, and they acknowledged the execution of the foregoing  
instrument to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last  
above written.

*Beverly Baumgart*  
Notary Public



I hereby certify that I have surveyed the exterior boundary of "SOUTHPARK TOWNHOME", a condominium, being a fractional part of the West 1/2 of the NE1/4, (sometimes known as Government Lot 3), in Section 35, Township 13 North, Range 13 East of the 6th P.M., Cass County, Nebraska, more fully described as follows: Referring to the Center 1/4 corner of said Section 35, thence running N 073007" E, (assumed bearing along the West line of the NE1/4), 274.0'; thence N 90° E, 33.0'; to the true point of beginning on the Easterly County Road right-of-way line; thence N 0°00'00" E, (along said right-of-way), 40.97'; N 77°30'27" E, 94.66'; thence N 87°33'37" E, 158.32'; thence N 22°50'28" W, 109.72'; thence N 19°40'26" E, 70.0'; thence S 81°36'38" E, 100.0'; thence S 79°36'40" E, 117.38'; thence N 63°30'22" E, 270.78'; thence S 77°25'00" E, 454.57'; thence N 38°45'42" W, 391.53'; thence N 22°50'28" W, 199.50'; thence S 87°33'37" W, 109.68'; thence S 77°30'27" W, 100.0' to the point of beginning. Contains 4.00 Acres, more or less.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CHARLES P. JORDAN LS #20

PLAT APPROVAL

KNOW ALL MEN BY THESE PRESENTS:

that we, RICHARD T. JOHNSON and IRENE O. JOHNSON, (husband & wife), BRUCE R. BEEDE and LINDA J. BEEDE, (husband and wife), CHRISTOPHER T. SHORT and KAMMIE L. SHORT, (husband and wife), SOUTHPARK TOWNHOMES PARTNERSHIP, a Nebraska Partnership, (RICHARD T. JOHNSON, General Partner), being the sole owners of the tract of land described within the Surveyor's Certificate, do hereby approve of our land being subdivided, as shown on this plat, to now be known as "SOUTHPARK TOWNHOME", a condominium. This subdivision is also subject to any and all easements of record, as of the last date shown herein.

RICHARD T. JOHNSON

IRENE O. JOHNSON

SOUTHPARK TOWNHOMES PARTNERSHIP  
RICHARD T. JOHNSON, General Partner

BRUCE R. BEEDE

LINDA J. BEEDE

CHRISTOPHER T. SHORT

KAMMIE L. SHORT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA

COUNTY OF CASS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a notary public, duly commissioned and qualified in and for said County, did appear RICHARD T. JOHNSON and IRENE O. JOHNSON, (husband & wife), and BRUCE R. BEEDE and LINDA BEEDE, (husband and wife), and CHRISTOPHER T. SHORT and KAMMIE L. SHORT, (husband and wife) and SOUTHPARK TOWNHOMES PARTNERSHIP, a Nebraska Partnership, (RICHARD T. JOHNSON, General Partner), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing plat approval to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid:

NOTARY PUBLIC

My commission expires \_\_\_\_\_

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the property described within the Surveyor's certificate and embraced within this plat, as shown by the records of this office, this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

RICHARD WASSINGER, CO. TREASURER

A ROADWAY EASEMENT BEGINNING ON THE EASTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD AND RUNNING THENCE EASTERLY THROUGH A 4.00 ACRE TRACT OF LAND KNOWN AS "SOUTHPARK TOWNHOME", A CONDOMINIUM, LOCATED IN THE WEST 1/2 OF THE NE1/4, (GOVT. LOT 3), SECTION 35, T. 13 N, R. 13 E OF THE 6TH P.M., CASS COUNTY, NEBRASKA, MORE FULLY DESCRIBED AS FOLLOWS:

Referring to the Center 1/4 corner of said Section 35; thence N 0°00' E, (assumed bearing along the West line of the NE1/4), 274.0'; thence N 90° E, 33.0'; to the true point of beginning on the Easterly County Road right-of-way line; thence N 0°00'00" E, (along said right-of-way), 40.97'; thence N 77°30'27" E, 94.66'; thence N 87°33'37" E, 190.42'; to a point of curvature; thence following the arc of a 268.55' radius curve to the right, 109.09'; to a point of reverse curvature; thence following the arc of a 92.02' radius curve to the left, 46.39'; to a point of tangency; thence N 81°57'00" E, 93.09'; to a point of curvature; thence following the arc of a 10' radius curve to the left, 15.71'; to a point of tangency; thence N 87°03'00" W, 137.09'; thence N 63°30'22" E, 21.08'; thence S 87°03'00" E, 380.62'; thence N 68°45'42" W, 20.27'; thence N 87°03'00" W, 130.00' to a point of curvature; thence following the arc of a 23' radius curve to the left, 33.60'; to a point of tangency; thence N 85°03'00" W, 40.00'; to a point of curvature; thence following the arc of a 143.33' radius curve to the right, 68.66'; to a point of reverse curvature; thence following the arc of a 111.57' radius curve to the left, 67.83'; to a point of tangency; thence S 87°33'37" W, 261.54'; thence S 77°30'27" W, 100.0' to the point of beginning.

DESCRIPTION OF AN EASEMENT FOR THE PLACEMENT AND MAINTENANCE OF A SANITARY SEWER SYSTEM, BEING 5.0' EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS:

Referring to the Center 1/4 corner of Section 35-13-13; thence N 0°00'00" E, (assumed bearing along the West line of the NE1/4, 403.26'; thence N 90° E, perpendicular to the West line), 661.15' to the true point of beginning; thence N 50°06'53" W, 128.30' to the North line of "SOUTHPARK TOWNHOME", a condominium, and the termination of this particular easement.

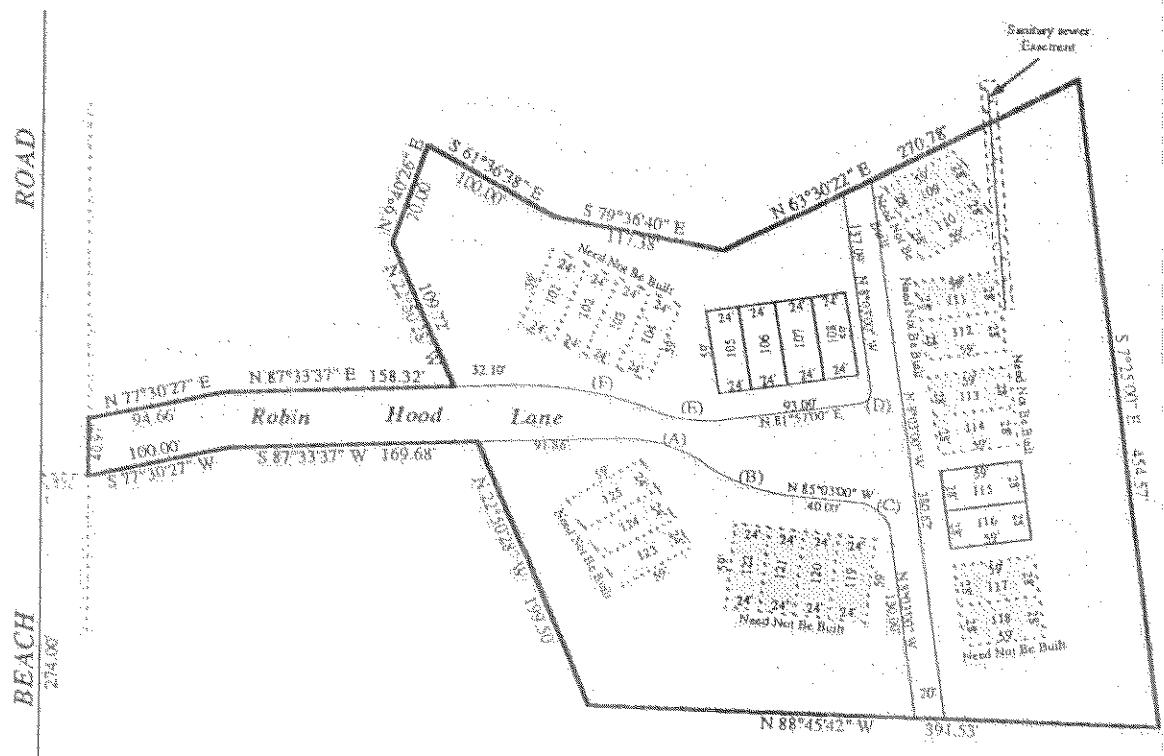
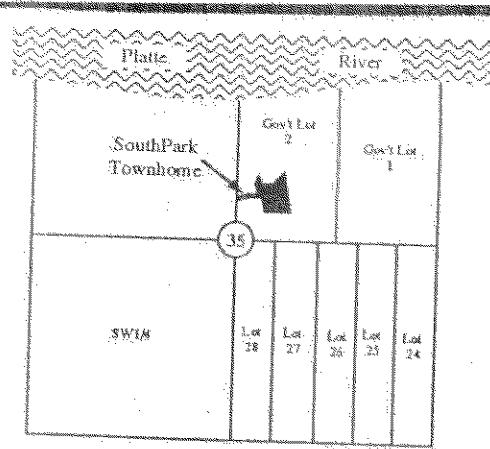
Easement: OPPD, 10' wide easement where utilities are located

Filed 7-18-85, 2:30 P.M., Book 31 Miss., page 686

Easement: RWD #1 - 30' wide easement where utility is located

Filed 10-9-86, 3:02 P.M., Book 34 Miss., page 62

EXHIBIT "B-2"



9 CENTER 1/4 CORNER  
SECTION 35-13-13

LOT NO.	RADIUS	DELTA	LENGTH	CHORD
A	111.57'	34°50'01"	67.83'	66.79'
B	143.33'	27°26'48"	68.66'	68.00'
C	25.00'	77°00'20"	33.60'	31.13'
D	10.00'	90°00'00"	15.71'	14.14'
E	92.02'	28°53'04"	46.39'	45.90'
F	268.55'	23°16'29"	109.09'	108.34'