

**City of Lincoln**

**BOARD OF ZONING APPEALS**

**AGENDA**

**BOARD OF ZONING APPEALS**

Steve Miller, Chair  
David Johnson  
Lynn Sunderman  
Annette McRoy  
Cindy Ryman Yost

**June 27, 2025**

# CITY BOARD OF ZONING APPEALS

Notice is hereby given that the **CITY BOARD OF ZONING APPEALS** will hold a regular meeting on **Friday, June 27, 2024** at **1:30 p.m.** in the **City Council Chambers** on the 1<sup>st</sup> Floor of the County-City Building, 555 South 10th Street, on the following item. For more information, please contact the Planning Department at (402) 441-7491.

## **AGENDA**

**June 27, 2025**

1. Approval of the minutes of the City Board of Zoning Appeals hearing, held February 23, 2024.

## **ADMINISTRATIVE ACTION**

3. BOARD OF ZONING APPEALS 25003, a request for a variance to the required 20 acre minimum lot area in AG zoning to 17.36 acres, a variance for a reduction in the required AG side yard setback from 60 feet to 15 feet, and a variance to the requirement for lot frontage along a public street or public roadway, on property generally located at 14010 O Street.

\* \* \* \* \*

The City Board of Zoning Appeals agenda may be accessed on the Internet at

<http://www.lincoln.ne.gov/city/plan/boards/cibza/cibza.htm>

## **ACCOMMODATION NOTICE**

The City of Lincoln complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the City of Lincoln. In the event you are in need of a reasonable accommodation in order to attend or participate in a public meeting conducted by the City of Lincoln, please contact the Director of Equity and Diversity, Lincoln Commission on Human Rights, at 402 441-7624 as soon as possible before the scheduled meeting date in order to make your request.

**CITY BOARD OF ZONING APPEAL #25003**

**DATE:** June 20, 2025

**DATE SCHEDULED FOR PUBLIC HEARING:** June 27, 2025

**LOCATION:** Generally located at the northeast corner of N 132<sup>nd</sup> Street and O Street.

**ADDRESS:** 14010 O Street

**LEGAL DESCRIPTION:** Lot 52 Southwest, located in the SW ¼ of Section 21-10-8, Lancaster County, Nebraska

**APPLICANT:** Mark & Diana Jacobsen

**LOT AREA:** 17.36 acres, more or less

**ZONING:** AG Agriculture

**EXISTING LAND USE:** Single family residence

**SURROUNDING LAND USE AND ZONING:**

North:	Farmland	AG Agriculture
South:	Mini-Warehousing	I-1 Industrial
East:	Farmland/Residence	AG Agriculture
West:	Mini-Warehousing	I-1 Industrial

**TYPE OF APPEAL:**

THIS APPEAL IS DIRECTED TO THE BOARD RELATIVE TO A VARIANCE PER LINCOLN MUNICIPAL CODE 27.72.101(a)

Chapter 27.72.010 of the Lancaster County Zoning Regulations requires a minimum lot area of 20 acres for the AG Agricultural District, a minimum of 550' of frontage, and side yard setback of 60 feet. This is a request for a variance to reduce the minimum lot area from 20 acres to 17.36 acres, reduce the required lot frontage to zero, and reduce the side yard setback to 15 feet for the west exterior wall of the home.

**STAFF FINDINGS:**

1. The applicant is requesting a variance to reduce the minimum lot area within AG Agriculture from 20 acres to 17.36 acres in order to obtain a building permit to rebuild a fire damaged home that has existed on the property since 1995. The existing AG lot does not have any frontage, causing the need for a variance. The applicant is intending to reuse the existing foundation which is located 15 from

- the side yard lot line, requiring a variance to the required 60' side yard setback in AG zoning.
2. The property is not within Lincoln city limits but is located within the 3-mile zoning jurisdiction, requiring the property to follow city zoning regulations.
  3. The fire damaged house was originally permitted and legally built in 1995 under the same ownership as the mini storage and warehouse complex to the south of the property. At that time, the property was zoned I-1 Industrial. I-1 does not allow for a single family dwelling use, but the house was permitted as an associated use to the mini-warehousing as a residence for a caretaker or watchman. From 1995 to 2011 the home was zoned I -1 and was allowed in association with the business which was a legal use of the property.
  4. In 2011, the previous owner desired to sell the home so it could serve as a private residential property and no longer be associated with the mini warehouse business. Since a single family dwelling is not allowed in I-1, the prior owner applied for Change of Zone #11046 from I-1 Industrial to AG Agriculture. This request included the 17.36-acre residential property while the Planning Department requested an additional 4.40-acre parcel north of the mini warehousing and owned by the condominium association be included. The applicant has submitted Exhibit A attached with this report as the prior staff report for the change of zone. The change of zone was then approved by City Council. The total land area rezoned to AG was 21.76 acres. During this approval, it was noted the Planning Department advised the additional 4.40-acre property needed to be combined so the new AG zoned area could maintain the 20-acre minimum. This consolidation was never completed.
  5. Shortly after the approval, the 17.36-acre AG parcel with the residence was then sold to the current property owner and has been used by the applicant for their private residence. The 4.40-acre parcel was not sold and was kept under the ownership of the Steven's Creek Condominium Association, leaving both properties smaller than 20 acres and ultimately creating the conflict with the AG zoning that exists today.
  6. Due to the prior owner not combining the 17.36 acre and 4.40-acre AG properties into one, the property at 14010 O Street has continued as a single family residence since 2012. During this time the property has not been in compliance with the AG zoning for the minimum lot area of 20 acres, 550' of frontage requirement and required 60' side yard setback.
  7. At the time of construction, because the house was in association with the I-1 self storage use, a common access and a sanitary wastewater easement were filed as access to the home is through an outlot owned by the Steven's Creek Condominium Association. The the lot does not have any frontage on O Street and shares the sanitary sewer system which serves the I-1 uses.

8. In March 2025 the home was badly damaged by an electrical fire. The homeowner then contacted the Building and Safety Department to rebuild the house using the same foundation. The applicant was informed during the initial building permit process that the existing property is not a legal AG lot and would not be permitted to rebuild the single family dwelling. The Lincoln Municipal Code 27.61.050 allows for restoration or reconstruction to a nonconforming building after fire damage, but this property would not classify as a nonconforming use as the premise was not legally created following the AG lot minimums for a single family dwelling.
9. The applicant states they purchased the home in 2012 with the understanding the prior agreement with the Steven's Creek Place Condominium Association filed in 2012 granted a permanent wastewater easement and common access due to no frontage on O Street. The owner purchased the home with the understanding they had access to the additional 4.4 acres within the common access easement.
10. The additional waiver to reduce the required 60' side yard setback to 15 feet is being requested to reuse the existing foundation of the home. The applicant has stated this would reduce the overall cost of the reconstruction and would not be an adverse impact on the I-1 zoned property to the west, as the home has been in the location for 30 years. The variance would allow a reduction of near the southwest corner of the existing lot, as the southwest corner of the home is only 15 feet from the property line.
11. The property is shown for future industrial on the 2050 Comprehensive Plan Future Land Use Map.
12. The Board of Zoning Appeals is authorized to grant this variance per Section 27.59.110 and Neb. Rev. Stat. Section 3-312. Specifically, it shall allow variances where a literal application or enforcement of the regulations would result in a practical difficulty or unnecessary hardship and the relief granted would not be contrary to the public interest but would do substantial justice and be in accordance with the spirit of the regulations.

In this case, the Board's Original Jurisdiction - Powers Relative to Variances applies. The Board of Zoning Appeals is authorized, upon petition, to vary the strict application of the height, area, parking, density or sign requirements to the extent necessary to permit the owner a reasonable use of the land in those specified instances where there are peculiar, exceptional and unusual circumstances in connection with a specific parcel of land, which circumstances are not generally found within the locality or neighborhood concerned.

13. The property was developed in a unique way as the original single family home was once a legal residential use and only permitted as an associated use with the I-1 zoning it was once within. The prior owner did not follow through with combining the AG properties in 2011 to the required size and sold off a section of

the property. The current owner and applicant had no prior knowledge the property they were purchasing in 2012 was in violation for a residence in AG zoning until the fire in 2025. Since the home was developed as part of the I-1 use, the lack of frontage and side yard setback was not an issue at the time of building permit due to the associated use and filed common access easement. The applicant has provided Exhibit B attached with this report related to the property's history with the Stevens Creek Place Condominium.

14. If the variance is not granted, no building permit could be issued for a new dwelling unit on the lot in question as it is non buildable at less than the 20-acre minimum lot area with no frontage. The property could still be used for agriculture.

Prepared by Ben Callahan, Planner  
(402) 441-6360 or [bcallahan@lincoln.ne.gov](mailto:bcallahan@lincoln.ne.gov)

<https://linclanc.sharepoint.com/sites/PlanningDept-DevReview/Shared Documents/DevReview/BZA/25000/BZA25003 Jacobsen Residence.bmc.docx>

## Chapter 27.75 BOARD OF ZONING APPEALS

### **27.75.020 Jurisdiction.**

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The jurisdiction of the Board of Zoning Appeals shall be limited to the following:

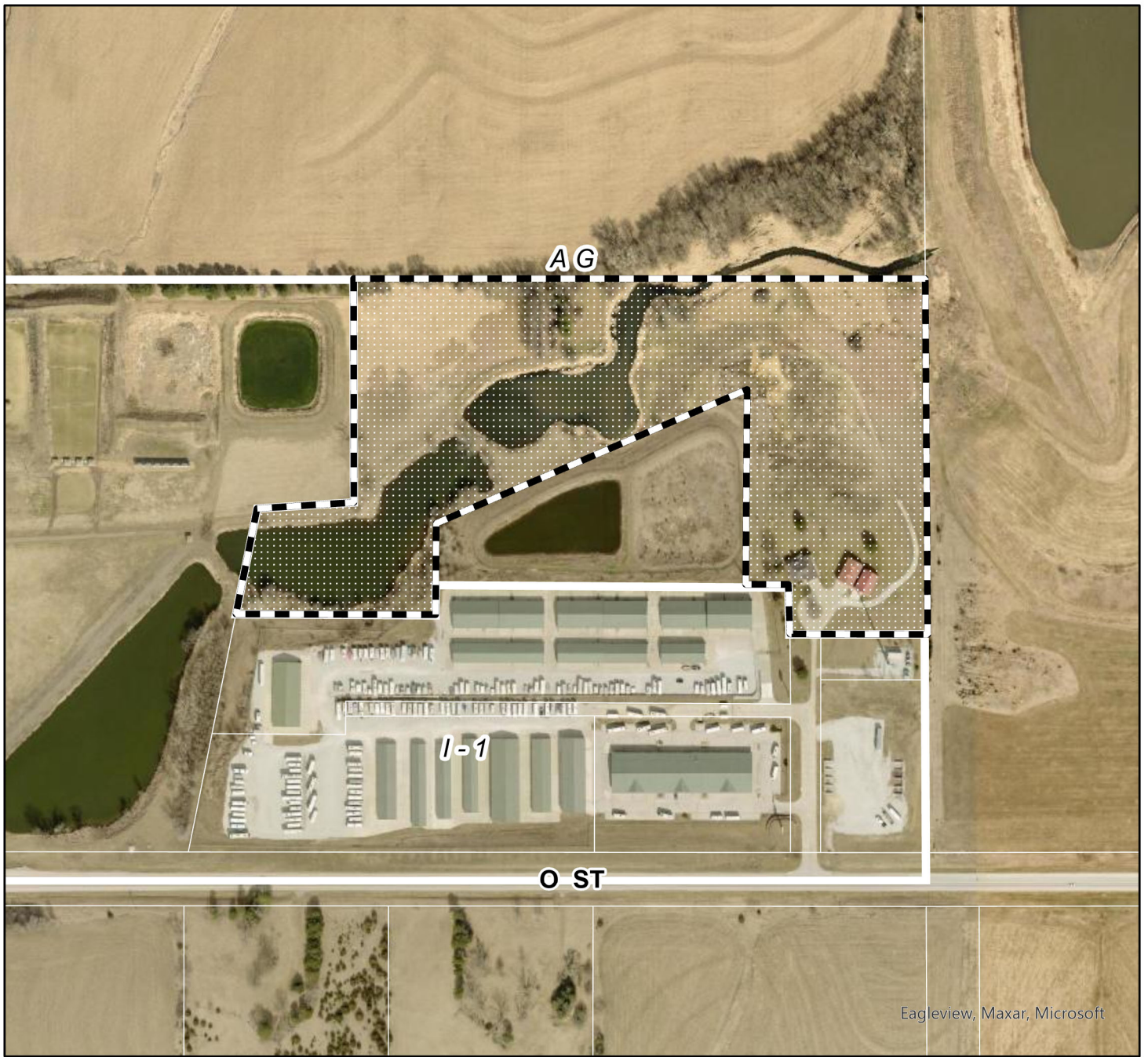
- a. Appellate Jurisdiction. The Board of Zoning Appeals is authorized to hear and decide appeals where it is alleged there is an error in any order, decision, or determination made by an administrative official in the enforcement of this title;
- b. Original Jurisdiction.
  1. Powers relative to variances. The Board of Zoning Appeals is authorized, upon petition, to vary the strict application of the height, area, parking, density or sign requirements to the extent necessary to permit the owner a reasonable use of the land in those specified instances where there are peculiar, exceptional and unusual circumstances in connection with a specific parcel of land, which circumstances are not generally found within the locality or neighborhood concerned.
  2. Powers relative to exceptions. The Board of Zoning Appeals is authorized, upon petition, to make the following zoning exceptions:
    - i. To permit the reconstruction of a nonconforming building which has been destroyed, or partially destroyed by fire or act of God where the board shall find some compelling public necessity requiring the continuance of the nonconforming use;
    - ii. To interpret the provisions of the title where the street layout actually on the ground varies from the street layout as shown on the map fixing the several districts, which map is attached to and made a part of this title;
    - iii. To reduce the parking requirements in the commercial, business or industrial districts whenever the character of the use of building is such as to make unnecessary the full provisions of parking facilities as required. In permitting a reduction, the board may restrict the use of the building to uses requiring a similar reduced number of parking facilities. The board's granting of a reduction in parking requirements shall not serve as a convenience to the petitioner but shall recognize the varying demands for off-street parking by different uses that cannot reasonably be determined in detail in the zoning ordinance.

### **27.75.050 Decisions of the Board; Scope and Factors Considered.**

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In exercising its appellate jurisdiction, the board may in conformity with the provisions of this title reverse or affirm, wholly or partially, or may modify the order, requirement, decision, or determination appealed from and may make such decision as ought to be made. In considering all petitions for variances and exceptions within its jurisdiction under this title, the board shall, before making any finding in a specific case, first determine that the proposed change will not constitute a change in the district map and will not impair an adequate supply of light and air to adjacent property, or increase the congestion in public streets, or increase the public danger of fire and safety, or materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals, and welfare of the City of Lincoln. In making a determination, the board may request information and recommendations from any department of the City of Lincoln. Every decision by the board shall be accompanied by a written finding of fact based on testimony and other evidence, specifying the reason for granting or denying the variation. In the event that the proposed variance or exception is denied by the Board of Zoning Appeals, no new request shall be made for the same or a substantially

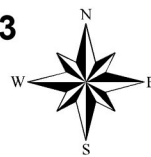
similar variance or exception within one year of said denial thereof. (Ord. [19886](#) §4; June 17, 2013; prior Ord. 12571 §398; May 8, 1979).



Eagleview, Maxar, Microsoft

2024 aerial

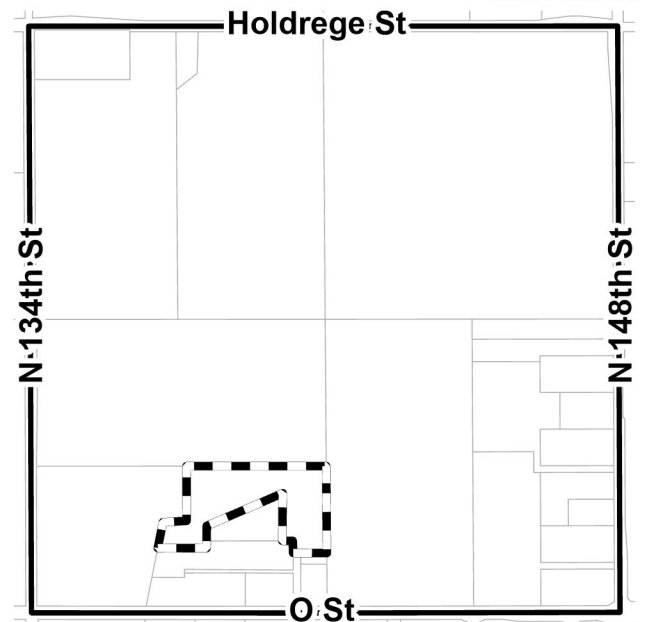
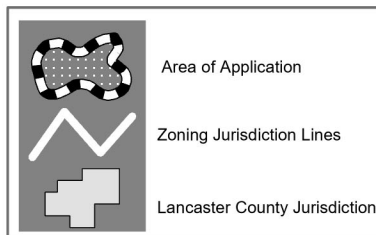
**Board of Zoning Appeals #: BZA25003**  
**N 134th St & O St**



One Square Mile:  
 Sec.21 T10N R08E

**Zoning:**

- R-1 to R-8 Residential District
- AG Agricultural District
- AGR Agricultural Residential District
- O-1 Office District
- O-2 Suburban Office District
- O-3 Office Park District
- R-T Residential Transition District
- B-1 Local Business District
- B-2 Planned Neighborhood Business District
- B-3 Commercial District
- B-4 Lincoln Center Business District
- B-5 Planned Regional Business District
- H-1 Interstate Commercial District
- H-2 Highway Business District
- H-3 Highway Commercial District
- H-4 General Commercial District
- I-1 Industrial District
- I-2 Industrial Park District
- I-3 Employment Center District
- P Public Use District



Project – Rebuild Single Family Residence located at 14010 O Street:

Applicants – Mark and Diana Jacobsen

Address - 14010 O Street Lincoln, NE 68520

Use – Single Family Residence

On March 22, 2025, an electrical fire destroyed our family home. This house was built in 1995, and had been our home since April of 2012. As devastating as it was to lose our home, family pets, and all of our belongings, we were then informed we do not meet Zoning Requirements to Rebuild. We truly hope to rebuild our home on the existing foundation of the place that has been our home for over 13 years after the demolition has been completed. We ask that you consider our Requests for Waivers on these issues.

We would like to request the Board to Grant us waivers so that we can rebuild our home in the same location.

- 1) Reduction of required AG 20 acres minimum lot size to 17.36 acres.

This house is a single family home zoned agriculture.

When this Parcel was rezoned from Industrial to Agriculture, the common areas of the Steven's Creek Place Condominium Association, which included were included to reach the 20 acres.

It is filed that although we are no longer part of the Steven's Creek Place Condominium Association, it is filed in Instrument #2012026954 on June 7, 2012, with the Register of Deeds that we have a permanent easement to Wastewater Common Element and the Roadway Common Element. Which allows us access to an additional 4.4 acres.

- 2) Reduction of the required 60 feet to 15 feet so that we can rebuild the house structure on the existing foundation. This would prevent the hardship and burdensome additional costs of a new foundation and relocation of all utilities. The requested waiver would not have an adverse effect on adjacent property. The house would be located out of any lines of driveways in the same location it has been for over 30 years.

- 3) Waiver of AG Lot Frontage Road

It is filed in Instrument #2012026954 on June 7, 2012, with the Register of Deeds that we have a permanent easement to the Roadway Common Element. This allows the property to not be landlocked and have direct access to O Street.

Please see attached.

Application

Application Fee

Instrument# 2012026952 Filed June, 07,2012

Site Plan



lincoln.ne.gov

lancaster.ne.gov



City of Lincoln / Lancaster County  
Planning

Application Information



Application Detail Information			
Application Number:	CZ11046	Submittal Date:	12/22/2011
Project Name:	GEALY INVESTMENTS	Status:	Final Action - Appro
Location/Description:	N 134th St & O St	Effective Date:	3/13/2012
Address:		Associated Requests:	
Parcel:	2321300006004		
Sub Type:	Standard Map Change of Zone		
Planner:	TOM CAJKA	<a href="#">Related Documents</a>	
Change of Zone:	From: I-1 To: AG		

Applicant Information	
Applicant:	MICHAEL GEALY
Owner:	GEALY INVESTMENTS LLC
Contact:	TOM CAJKA

Planning Director Information	
Action:	
Action Date:	

Planning Commission Information			
Public Hearing:	1/25/2012	Action Date:	1/25/2012
Continued Hearing:		Action:	Approve
2nd Continued Hearing:		Resolution #:	
Is PC's Action Final?	No. Requires action by City Council or County Board		

City Council Information			
First Reading:	2/6/2012	Action Date:	2/27/2012
Public Hearing:	2/13/2012	Action:	Approve
Continued Hearing:		Ordinance #:	19679
2nd Continued Hearing:		Resolution #:	

Mayor Information	
Action Date:	
Council Override Date:	2/29/2012
Action:	APPROVED

County Board Information			
Public Hearing:		Action Date:	
Continued Hearing:		Action:	
2nd Continued Hearing:		Resolution #:	

Related Documents	
<a href="#">Notification Labels</a>	205 K PDF

**LINCOLN/LANCASTER COUNTY PLANNING STAFF REPORT**

**for JANUARY 25, 2012 PLANNING COMMISSION MEETING**

**PROJECT #:** Change of Zone No.11046  
**PROPOSAL:** From I-1, Industrial to AG, Agricultural  
**LOCATION:** N. 134<sup>th</sup> Street and "O" Street  
**LAND AREA:** 21.6 acres, more or less  
**EXISTING ZONING:** I-1, Industrial

**CONCLUSION:** This change of zone will reduce the amount of industrial next to agriculture which will remove possible future land use conflicts. It will also remove an existing dwelling unit from Industrial zoning. The change of zone is in conformance with the Comprehensive Plan.

<b><u>RECOMMENDATION:</u></b>	Approval
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**GENERAL INFORMATION:**

**LEGAL DESCRIPTION:** Stevens Creek Place Condominium, Unit D and a portion of Stevens Creek Place Condominium, Base account located on: 21-10-8, Lot 33 SW; Lancaster County, NE

**EXISTING LAND USE:** Single family residential

**SURROUNDING LAND USE AND ZONING:**

North:	AG, Agricultural	Agriculture
South:	I-1, Industrial	Mini storage, retail and undeveloped
East:	AG, Agricultural	Agriculture
West:	AG, Agricultural	Greenhouse/nursery

**HISTORY:**

July 24, 2006 CZ#06036 to change the zoning from County I Industrial to the City I-1 Industrial was approved by the City Council, once this area came inside the three mile zoning jurisdiction.

1950's This property has been zoned Industrial since sometime in the 1950's.

**COMPREHENSIVE PLAN SPECIFICATIONS:**

The land use plan displays the generalized location of each land use. It is not intended to be used to determine the exact boundaries of each designation. The area of transition from one land use to another is often gradual. (p.12.1)

This property is identified as industrial in the Future Land Use Plan in the 2040 Comprehensive Plan. (p.12.2)

Individual proposals for land use changes should be evaluated using best available information. Issues such as the presence of floodplains, effect on neighboring land uses, and preservation and protection of natural resources are among the considerations that should be reviewed in making specific land use decisions. (p.12.4)

This property is shown in Tier III in the 2040 Priority Growth Areas map. (p12.6)

**ANALYSIS:**

1. This request is for a change of zone from I-1 Industrial to AG Agricultural. The applicant states that the purpose of the rezoning is for potential buyers of the house to be able to acquire a residential loan. The owner has no intentions for industrial use on the property.
2. The house was used as a caretakers residence. The I-1 District does not allow residence, except for resident watchmen and caretakers. The house is now being sold and no longer used for the caretaker.
3. The property to the north and east of this application are zoned AG. This proposed change of zone is in character with the surrounding property.
4. The applicant requested a change of zone on Condominium Unit D only comprising 17.36 acres. The Planning Director is requesting an additional 4.24 acres be changed to AG for a total of approximately 21.6 acres. By adding the 4.24 acre parcel the AG area is over 20 acres and it provides a more distinct zoning district boundary.
5. The change of zone will reduce the area of industrial next to agriculture, removing possible future conflicts between residential and industrial. Where possible the City works to remove residential uses from industrial areas.
6. The area of this application is not industrial in character. The land has ponds, sewage lagoons, drainage areas and a single family house. The proposed change of zoning to Agriculture fits the character better than industrial.

Prepared by:

Tom Cajka  
Planner

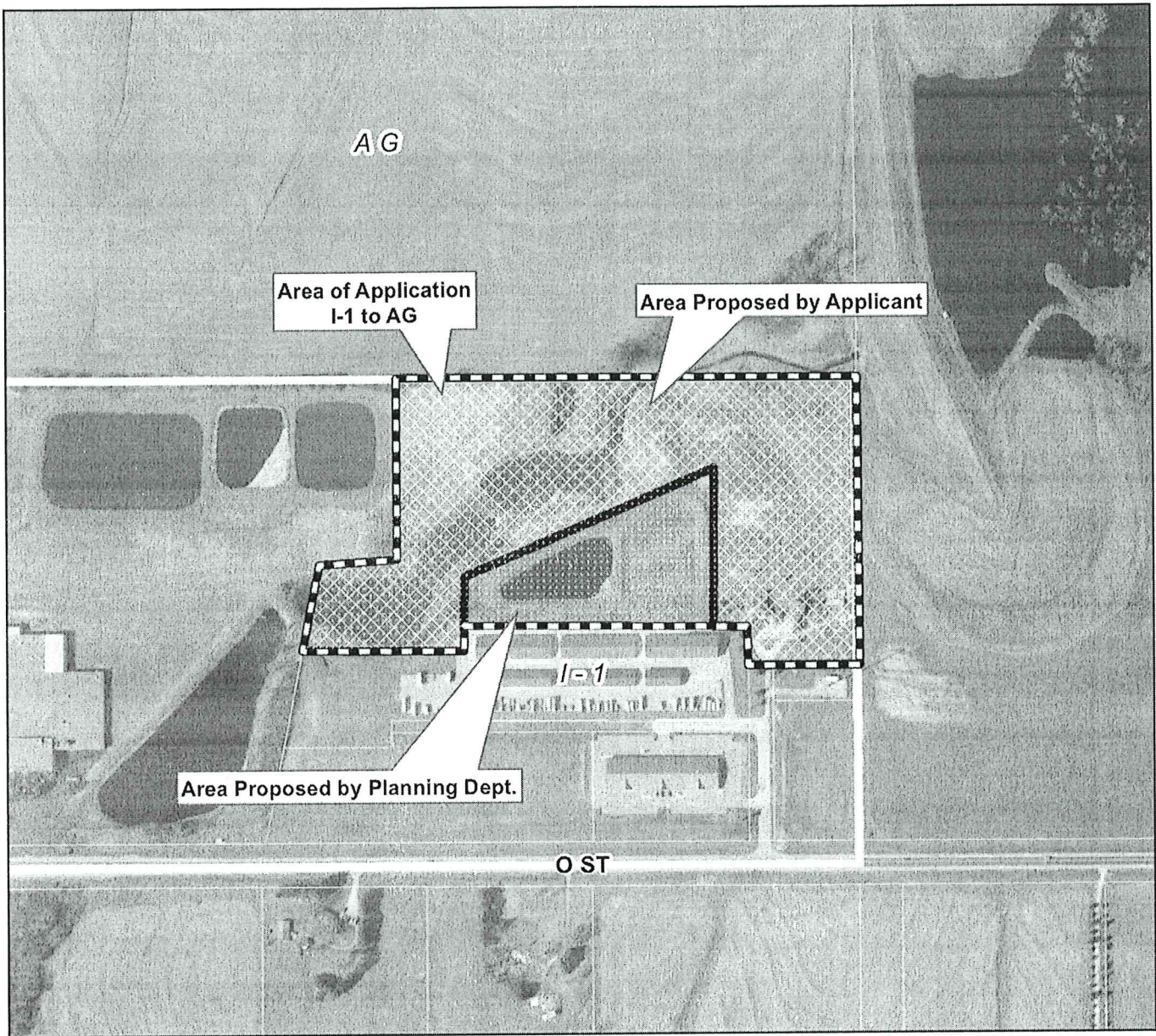
**DATE:** January 9, 2012

**APPLICANT:** Michael Gealy  
5320 Woodsvievw St.  
Lincoln, NE 68506

**OWNER:** Gealy Investments LLC  
14030 "O" St.  
Lincoln, NE 68520

**CONTACT:** Same as applicant

F:\FILES\PLANNING\PC\CZ\11000\CZ11046 Gealy.tjc.wpd



2010 aerial

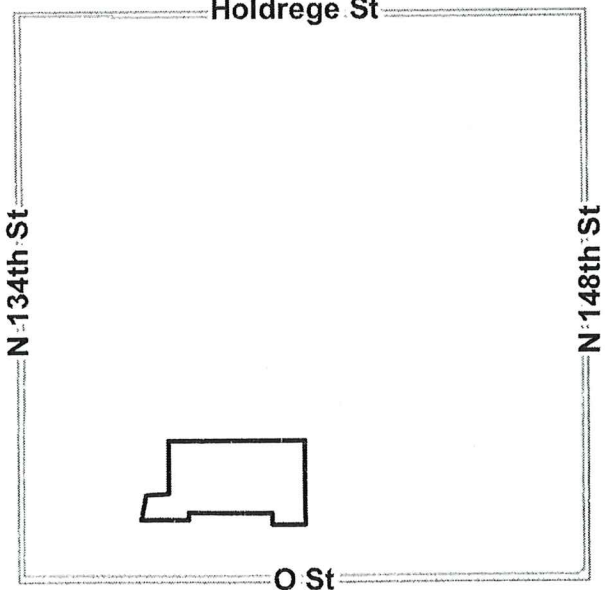
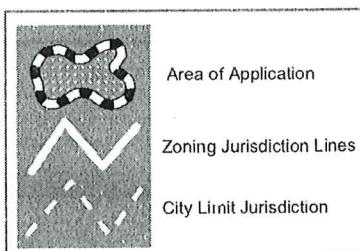
**Change of Zone #11046  
N 134th & O St**

Holdrege St

**Zoning:**

- R-1 to R-8 Residential District
- AG Agricultural District
- AGR Agricultural Residential District
- O-1 Office District
- O-2 Suburban Office District
- O-3 Office Park District
- R-T Residential Transition District
- B-1 Local Business District
- B-2 Planned Neighborhood Business District
- B-3 Commercial District
- B-4 Lincoln Center Business District
- B-5 Planned Regional Business District
- H-1 Interstate Commercial District
- H-2 Highway Business District
- H-3 Highway Commercial District
- H-4 General Commercial District
- I-1 Industrial District
- I-2 Industrial Park District
- I-3 Employment Center District
- P Public Use District

One Square Mile  
Sec. 21 T10N R08E



# Gealy Investments, LLC

14030 O Street Lincoln, NE 68520 402-484-5588

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We are requesting rezoning of the following plat from Zoning I1 (I1-Industrial District) to Zoning AG (Agricultural District):

Legal Description: STEVNS CREEK PLACE CONDOMINIUM, UNIT D

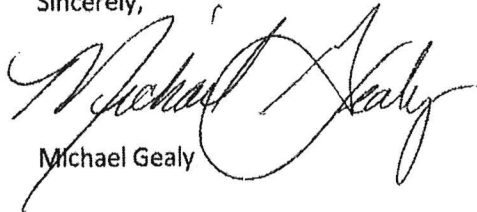
A legal description of a portion of Lot 33 I.T., Located in the southwest Quarter of Section 21, Township 10 North, Range 8 East of the Sixth Principal Meridian, Lancaster County, Nebraska:

Commencing at the Southwest corner of the Southwest Quarter of said Section 21; Thence North 00 Degrees 08 Minutes 08 Seconds West (An Assumed Bearing) For a distance of 60.21 feet to the southeast corner of said Lot 33 I.T.; Thence North 89 Degrees 37 Minutes 37 Seconds West for a distance of 1631.70 Feet; Thence North 11 Degrees 44 Minutes 27 Seconds East for a Distance of 532.73 Feet to the point of Beginning;

Thence North 11 Degrees 44 Minutes 27 Seconds East for a Distance of 236.12 Feet;  
Thence North 86 Degrees 51 Minutes 31 Seconds East for a Distance of 213.17 Feet;  
Thence North 00 Degrees 22 Minutes 17 Seconds East for a Distance of 492.93 Feet;  
Thence South 89 Degrees 41 Minutes 51 Seconds East for a Distance of 1257.82 Feet;  
Thence South 00 Degrees 03 Minutes 43 Seconds East for a Distance of 781.86 Feet;  
Thence North 89 Degrees 36 Minutes 25 Seconds West for a Distance of 303.31 Feet;  
Thence North 01 Degrees 54 Minutes 44 Seconds West for a Distance of 109.23 Feet;  
Thence North 89 Degrees 36 Minutes 25 Seconds West for a Distance of 93.73 Feet;  
Thence North 00 Degrees 23 Minutes 35 Seconds East for a Distance of 429.58 Feet;  
Thence South 66 Degrees 54 Minutes 09 Seconds West for a Distance of 743.80 Feet;  
Thence South 00 Degrees 23 Minutes 35 Seconds West for a Distance of 199.82 Feet;  
Thence North 89 Degrees 37 Minutes 37 Seconds West for a Distance of 439.48 Feet to  
The point of Beginning . Parcel Contains 17.36 Acres more or less

The purpose of the rezoning is to enable potential home owners to obtain Residential Loans within the bank systems. There are no intentions for Industrial use on this property.

Sincerely,



Michael Gealy

# Stevens Creek Place Condominium Association

14030 O Street Lincoln, NE 68520 402-484-5588

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Stevens Creek Place Condominium Association approves the rezoning of lagoons to AG.

A legal description of a portion of Lot 33 I.T., Located in the Southwest Quarter of Section 21, Township 10 North, Range 8 East of the Sixth Principal Meridian, Lancaster County, Nebraska:

Commencing at the Southwest corner of the Southwest Quarter of said Section 21; Thence North 00 Degrees 08 Minutes 08 Seconds West (An Assumed Bearing) For a distance of 60.21 feet to the southeast corner of said Lot 33 I.T.; Thence North 89 Degrees 37 Minutes 37 Seconds West for a distance of 1631.70 Feet; Thence North 11 Degrees 44 Minutes 27 Seconds East for a Distance of 532.73 Feet; Thence South 89 Degrees 37 Minutes 37 Seconds East For a Distance of 439.48 Feet; Thence North 00 Degrees 23 Minutes 35 Seconds East For a Distance of 66.72 Feet to the point of Beginning;

Thence North 00 Degrees 23 Minutes 35 Seconds East For a Distance of 133.10 Feet;  
Thence North 66 Degrees 54 Minutes 09 Seconds East For a Distance of 743.80 Feet;  
Thence South 00 Degrees 23 Minutes 35 Seconds West For a Distance of 429.58 Feet;  
Thence North 89 Degrees 36 Minutes 25 Seconds West For a Distance of 682.15 Feet to the Point Of Beginning. Parcel Contains 4.40 Acres more or less

By: Debra Nuss-Gealy  
Debra Nuss-Gealy, Member and President

Date: 1-13-12

Exhibit B

LB 50

Inst # 2012026952 Thu Jun 07 09:38:21 CDT 2012  
Filing Fee \$88.50  
Lancaster County, NE Assessor/Register of Deeds Office  
CP0CKG AMDEED  
Page 13

STCRPLCO  
II  
—

After recording return to:  
Richard C. Reier  
Knudsen, Berkheimer, Richardson & Endacott, LLP  
3800 VerMaas Place, Suite 200  
Lincoln, Nebraska 68502

**SECOND AMENDMENT TO DECLARATION OF  
STEVENS CREEK PLACE CONDOMINIUM**

This Second Amendment to the Declaration of Stevens Creek Place Condominium (the "Second Amendment") is made and entered into as of the 1<sup>st</sup> day of June, 2012 by and among Gealy Investments, LLC, a Nebraska limited liability company ("Investments"), Debra A. Nuss-Gealy, Jerry Gealy and Michael D. Gealy (together, the "Gealy Interests"), Old Post Systems, LLC, a Nebraska limited liability company ("Old Post") and Stevens Creek Place Condominium Association, an unincorporated association (the "Association").

**RECITALS**

A. Investments, the Gealy Interests and Old Post are the owners of the Property described on Exhibit "A" and all of the Units comprising the Condominium, to wit:

Units A and C	The Gealy Interests
Units B, D and F	Investments
Unit E	Old Post

and as such are (1) the successors to Skoda Development, LLC, a Nebraska limited liability company (the "Original Declarant") and (2) all the members of the Association.

*Gealy Investments*

Lancaster County, NE  
Assessor/Register of Deeds

**COPY**

Norman H. Agena

Receipt: 201344

Product  
AMDEED

Name  
Amend Master Deed  
# Pages  
Document #  
# Lots  
Return Address

*Removes  
from Condo*

Extended  
\$68.50

13  
2012026952  
7

GEALY INVESTMENTS  
5320 WOODSVIEW ST  
LINCOLN NE 68506

n/a  
\$65.00  
\$3.50

Filing Fee - \$5.00  
Lot Fee

QCDEED

Quit Claim Deed  
# Pages  
Document #  
# Lots  
Exemption  
Property Value (Line 14)  
Sale Amount (Line 24)  
Return Address

*Changes  
legal  
description*

\$15.50

3  
2012026953  
1

Exempt 4  
\$240,100.00  
\$0.00

GEALY INVESTMENTS  
5320 WOODSVIEW ST  
LINCOLN NE 68506

2  
n/a  
\$15.00  
\$0.50  
\$0.00

Filing Fee - \$5.00  
Lot Fee  
Transfer Taxes

EASE

Easement  
# Pages  
Document #  
# Lots  
Return Address

\$40.50

8  
2012026954  
1

GEALY INVESTMENTS  
5320 WOODSVIEW ST  
LINCOLN NE 68506

n/a  
\$40.00  
\$0.50

Filing Fee - \$5.00  
Lot Fee

Total

\$124.50

Tender (Check)

\$124.50

Check#

1369

Paid By

GEALY INVESTMENT

Thank You

1

County-City Building  
Lincoln, Nebraska 68508-2864

Thu Jun 07 09:38:21 CDT 2012 cpockg

B. Skoda Development, LLC as the Original Declarant, submitted a Condominium Declaration creating the Stevens Creek Place Condominium dated May 12, 2010 and recorded on May 12, 2010 in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2010019441 which was amended by a First Amendment to Declaration of Stevens Creek Place Condominium dated April 1, 2011 and recorded on April 5, 2011 in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2011015447 (collectively, the "Declaration").

C. The present allocation (by percentage) of voting rights, the undivided ownership interest in the common elements and liability for common element expense associated with the Units is as follows:

Unit A	35%
Unit B	15%
Unit C	35%
Unit D	5%
Unit E	5%
Unit F	5%

D. The owners of the Units wish to withdraw from the condominium the real estate described on Exhibit B and convey such real estate to Investments free and clear of the covenants, conditions, restrictions and easements contained in the Declaration.

E. The owners of the Units wish to further amend the Declaration to: (1) evidence the withdrawal of the Exhibit B real estate from the condominium and (2) reallocate the voting rights, the undivided ownership interest in the common elements and liability for common element expense.

F. At a special meeting of the Association called for the purpose of amending the Declaration, as set forth herein, at which all owners of the Units were represented, a resolution was passed with 100% of the votes being cast to approve the amendment of the Declaration as provided in this Second Amendment and to authorize the execution and recordation of this Second Amendment.

NOW, THEREFORE, the foregoing Recitals being incorporated herein by this reference, the Declaration is amended as follows:

1. The "Property" as defined in the Declaration and referenced throughout the Declaration shall be amended to refer only to the parcel of real property described on

Exhibit "C" to this Second Amendment and all references to "Unit D" throughout the Declaration are stricken. All exhibits to this Second Amendment are incorporated herein by reference at the place first identified in this Second Amendment.

Specifically, that portion of the real estate described on Exhibit A which was previously described as "Unit D, Stevens Creek Place Condominium, according to the Master Deed recorded May 12, 2010 as Instrument No. 2010019441 in the office of the Register of Deeds of Lancaster County, Nebraska" and now described by metes and bounds on Exhibit B shall not be subject to any of the provisions, easements, conditions, covenants, restrictions or burdens of the Declaration and shall no longer be a part of the Stevens Creek Place Condominium, and the owner of the Exhibit B Property shall not be a member of the Association solely by ownership of the Exhibit B Property or be subject to any of the provisions of the Declaration solely by ownership of the Exhibit B Property. Further, the owner of the Exhibit B Property may develop, encumber, lease, transfer, sell, assign or convey the Exhibit B Property in any manner deemed appropriate by the owner of the Exhibit B Property without regard to any of the provisions contained in the Declaration.

2. Voting rights are reallocated as follows:

<u>Unit</u>	<u>Votes</u>
Unit A	368
Unit B	158
Unit C	368
Unit E	53
Unit F	<u>53</u>
	1,000

and the undivided interest in the common elements and liability for common element expense are reallocated as follows:

<u>Unit</u>	<u>Percentage (%)</u>
Unit A	36.8%
Unit B	15.8%
Unit C	36.8%
Unit E	5.3%
Unit F	<u>5.3%</u>
	100.0%

The formula used to establish the reallocation of the percentage interest in, and liability for expenses of, the common elements was based upon the use of, relative benefits received by, and relative size by area of the Units.

3. To reflect the reallocation of voting rights and the undivided interest in the common elements and liability for common element expense, Exhibit D of the Declaration is amended by deleting the two tables and substituting in lieu thereof new tables as follows:

ALLOCATION OF VOTING RIGHTS

<i>Unit</i>	<i>Votes</i>
Unit A	368
Unit B	158
Unit C	368
Unit E	53
Unit F	53
<b>TOTAL VOTES</b>	<b>1,000</b>

ALLOCATION OF UNDIVIDED INTEREST IN COMMON ELEMENTS  
AND OF LIABILITY FOR COMMON ELEMENTS EXPENSE

<i>Unit</i>	<i>%</i>
Unit A	37
Unit B	16
Unit C	37
Unit E	5
Unit F	5
<b>TOTAL</b>	<b>100</b>

4. All amendments to the Declaration shall be effective on the filing of this document with the Lancaster County Register of Deeds.

5. That any defined term used in this Amended Declaration that is not defined in this Amended Declaration shall have the meaning ascribed to it in the Declaration.

6. Except as specifically amended by this Amended Declaration, the Declaration shall remain in full force and effect.



**Signature Page**

(Second Amendment to Declaration of Stevens Creek Place Condominium)

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**ASSOCIATION:**

STEVENS CREEK PLACE CONDOMINIUM ASSOCIATION, an unincorporated association

By: Debra Nuss-Gealy  
Debra Nuss-Gealy, Its President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Scotts Bluff )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2012 by Debra A. Nuss-Gealy, President of Stevens Creek Place Condominium Association, an unincorporated association, on behalf of the association.



Melinda Lobner  
Notary Public

**UNIT OWNERS:**

GEALY INVESTMENTS, LLC, a Nebraska limited liability company (Units B, D and F)

By: Debra A. Nuss-Gealy  
Debra A. Nuss-Gealy, Trustee of the  
Debra A. Nuss-Gealy Family Trust, Member

By: Michael D. Gealy  
Michael D. Gealy, Member

By: Jerry Gealy  
Jerry Gealy, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SCOTTS BLUFF )

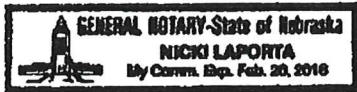
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2012 by Debra A. Nuss-Gealy, Trustee, a member of Gealy Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Melinda Lobner  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

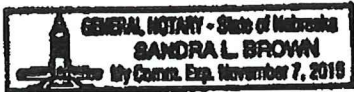
The foregoing instrument was acknowledged before me this 6 day of June, 2012 by Michael D. Gealy, a member of Gealy Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Nicki Laporta  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SCOTTS BLUFF )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2012 by Jerry Gealy, a member of Gealy Investments, L.L.C, a Nebraska limited liability company, on behalf of the limited liability company.



Sandra L. Brown  
Notary Public

Debra A. Nuss-Gealy  
Debra A. Nuss-Gealy (undivided interest  
Units A and C)

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SCOTTS BLUFF )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June,  
2012 by Debra A. Nuss-Gealy.



Melinda Lobner  
Notary Public  
Jerry Gealy  
Jerry Gealy (undivided interest  
Units A and C)

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SCOTTS BLUFF )

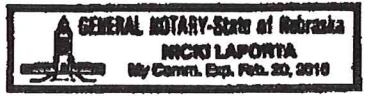
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June,  
2012 by Jerry Gealy.



Sandra L. Brown  
Notary Public  
Michael D. Gealy  
Michael D. Gealy (undivided interest  
Units A and C)

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 10 day of June,  
2012 by Michael D. Gealy.



Nicci Laporta  
Notary Public

OLD POST SYSTEMS, LLC, a Nebraska limited liability company (Unit E)

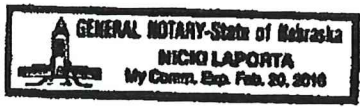
By: *[Signature]*

David L Miller, Manager

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 10 day of June, 2012 by David L Miller, Manager of Old Post Systems, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

*[Signature]*  
Notary Public



**EXHIBIT A**

**Lot 33, Irregular Tracts in the Southwest Quarter of Section 21, Township 10 North,  
Range 8 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska**

## EXHIBIT B

A portion of Lot Thirty-Three (33) Irregular Tract, located in the Southwest Quarter (SW1/4) of Section 21, Township 10 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska;

Commencing at the Southeast corner of the Southwest Quarter of said Section 21; thence North 00 degrees 08 minutes 08 seconds West (an assumed bearing) for a distance of 60.21 feet to the Southeast corner of said Lot Thirty-Three (33) Irregular Tract; thence North 89 degrees 37 minutes 37 seconds West for a distance of 1,631.70 feet; thence North 11 degrees 44 minutes 27 seconds East for a distance of 532.73 feet to the point of beginning;

Thence North 11 degrees 44 minutes 27 seconds East for a distance of 236.12 feet; thence North 86 degrees 51 minutes 31 seconds East for a distance of 213.17 feet; thence North 00 degrees 22 minutes 17 seconds East for a distance of 492.93 feet; thence South 89 degrees 41 minutes 51 seconds East for a distance of 1,257.82 feet; thence South 00 degrees 03 minutes 43 seconds East for a distance of 781.86 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 303.31 feet; thence North 01 degrees 54 minutes 44 seconds West for a distance of 109.23 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 93.73 feet; thence North 00 degrees 23 minutes 35 seconds East for a distance of 429.58 feet; thence South 66 degrees 54 minutes 09 seconds West for a distance of 743.80 feet; thence South 00 degrees 23 minutes 35 seconds West for a distance of 199.82 feet; thence North 89 degrees 37 minutes 37 seconds West for a distance of 439.48 feet to the point of beginning.

**EXHIBIT C**

Lot 33, Irregular Tracts in the Southwest Quarter of Section 21, Township 10 North, Range 8 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska EXCEPT: that portion of said Lot 33 commencing at the Southeast corner of the Southwest Quarter of said Section 21; thence North 00 degrees 08 minutes 08 seconds West (an assumed bearing) for a distance of 60.21 feet to the Southeast corner of said Lot Thirty-Three (33) Irregular Tract; thence North 89 degrees 37 minutes 37 seconds West for a distance of 1,631.70 feet; thence North 11 degrees 44 minutes 27 seconds East for a distance of 532.73 feet to the point of beginning;

Thence North 11 degrees 44 minutes 27 seconds East for a distance of 236.12 feet; thence North 86 degrees 51 minutes 31 seconds East for a distance of 213.17 feet; thence North 00 degrees 22 minutes 17 seconds East for a distance of 492.93 feet; thence South 89 degrees 41 minutes 51 seconds East for a distance of 1,257.82 feet; thence South 00 degrees 03 minutes 43 seconds East for a distance of 781.86 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 303.31 feet; thence North 01 degrees 54 minutes 44 seconds West for a distance of 109.23 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 93.73 feet; thence North 00 degrees 23 minutes 35 seconds East for a distance of 429.58 feet; thence South 66 degrees 54 minutes 09 seconds West for a distance of 743.80 feet; thence South 00 degrees 23 minutes 35 seconds West for a distance of 199.82 feet; thence North 89 degrees 37 minutes 37 seconds West for a distance of 439.48 feet to the point of beginning.

Inst # 2012026953 Thu Jun 07 09:38:21 CDT 2012  
Filing Fee: \$15.00 Stamp Tax: \$0.00 Exempt 4 cpoaks  
Lancaster County, NE Assessor/Register of Deeds Office GCDEED  
Pages 3

TH  
C

After recording return to:  
Richard C. Reier  
Knudsen, Berkeimer, Richardson & Endacott, LLP  
3800 VerMaas Place, Suite 200  
Lincoln, Nebraska 68502

**QUITCLAIM DEED**

**GEALY INVESTMENTS, LLC**, a limited liability company organized and existing under the laws of Nebraska, GRANTOR, in consideration of ONE DOLLAR (\$1.00) received from GRANTEE, **GEALY INVESTMENTS, LLC**, a limited liability company organized and existing under the laws of Nebraska, quitclaims to GRANTEE, the real estate (as defined in Neb. Rev. Stat. 76-201) described on Exhibit A attached hereto and incorporated herein by this reference:

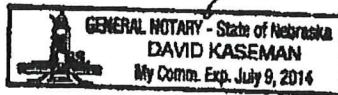
Executed: June 1, 2012

**GEALY INVESTMENTS, LLC**, a Nebraska limited liability company

By: Debra A. Nuss-Gealy  
Debra A. Nuss-Gealy, Trustee of the  
Debra A. Nuss-Gealy Family Trust, Member

By: Michael D. Gealy  
Michael D. Gealy, Member

STATE OF NEBRASKA  
COUNTY OF LANCASTER )

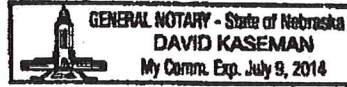


The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Debra A. Nuss-Gealy, Trustee, a member of Gealy Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

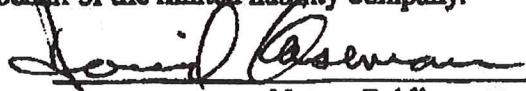
David Kaseman  
Notary Public

*Gealy Investments*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 2 day of June, 2012 by Michael D. Gealy, a member of Gealy Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

  
\_\_\_\_\_  
Notary Public



# 4/0-50  
→

After recording return to:  
Richard C. Reier  
Knudsen, Berkheimer, Richardson & Endacott, LLP  
3800 VerMaas Place, Suite 200  
Lincoln, Nebraska 68502

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**PERMANENT UTILITIES  
AND  
INGRESS/EGRESS EASEMENT AGREEMENT**

This Permanent Utilities and Ingress/Egress Easement Agreement (herein "Easement Agreement") is made and entered into on this day of June 1, 2012 by and between the **STEVENS CREEK PLACE CONDOMINIUM ASSOCIATION**, an unincorporated association (herein "Association") and **GEALY INVESTMENTS, LLC**, a Nebraska limited liability company (herein "Investments").

**RECITALS**

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties:

A. Investments is the fee owner of real property legally described as set forth on Exhibit A (the "Investment Parcel").

B. The Stevens Creek Place Condominium (the "Condominium") was created by the Condominium Declaration dated May 12, 2010 and recorded on May 12, 2010 in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2010019441 (the "Original Declaration"), as amended by a First Amendment to Declaration of Stevens Creek Place Condominium dated April 1, 2011 and recorded on April 5, 2011 in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2011015447 (the "First Amendment") and a Second Amendment to the Declaration of Stevens Creek Place Condominium dated as of June 1, 2012 and recorded on June 7, 2012 in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2012026952 (the "Second Amendment," and together with the Original Declaration and the First Amendment, the "Declaration").

*Gealy Investments*

**EXHIBIT A**  
(Legal Description)

A portion of Lot Thirty-Three (33) Irregular Tract, located in the Southwest Quarter (SW1/4) of Section 21, Township 10 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska;

Commencing at the Southeast corner of the Southwest Quarter of said Section 21; thence North 00 degrees 08 minutes 08 seconds West (an assumed bearing) for a distance of 60.21 feet to the Southeast corner of said Lot Thirty-Three (33) Irregular Tract; thence North 89 degrees 37 minutes 37 seconds West for a distance of 1,631.70 feet; thence North 11 degrees 44 minutes 27 seconds East for a distance of 532.73 feet to the point of beginning;

Thence North 11 degrees 44 minutes 27 seconds East for a distance of 236.12 feet; thence North 86 degrees 51 minutes 31 seconds East for a distance of 213.17 feet; thence North 00 degrees 22 minutes 17 seconds East for a distance of 492.93 feet; thence South 89 degrees 41 minutes 51 seconds East for a distance of 1,257.82 feet; thence South 00 degrees 03 minutes 43 seconds East for a distance of 781.86 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 303.31 feet; thence North 01 degrees 54 minutes 44 seconds West for a distance of 109.23 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 93.73 feet; thence North 00 degrees 23 minutes 35 seconds East for a distance of 429.58 feet; thence South 66 degrees 54 minutes 09 seconds West for a distance of 743.80 feet; thence South 00 degrees 23 minutes 35 seconds West for a distance of 199.82 feet; thence North 89 degrees 37 minutes 37 seconds West for a distance of 439.48 feet to the point of beginning.

C. The Association was organized pursuant to Section 76-859 of the Revised Statutes of the State of Nebraska as the unit owners association for the Condominium.

D. Upon recording the Second Amendment, the Investment Parcel was withdrawn from the Condominium and is no longer a part of the Condominium nor is it subject to any of the provisions, easements, conditions, covenants, restrictions or burdens of the Declaration.

E. The Association has agreed herein to grant a permanent easement through and over certain common elements of the Condominium, to wit (1) the parcel legally described on Exhibit B attached to this Agreement (and identified as "Common Element Wastewater Lagoons" on the Utility Plan attached to the Original Declaration as Exhibit B) (the "Wastewater Lagoons Common Element") and (2) the parcel legally described on Exhibit C attached to this Agreement (and identified as "Common Element Roadway" on the Utility Plan attached to the Original Declaration as Exhibit B) (the "Roadway Common Element"), all upon the further terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of and based upon the foregoing Recitals and the mutual promises and agreements set forth herein, the Association and Investment agree as follows:

1. **Easement for Investment and the Investment Parcel.**

For the benefit of Investment and the Investment Parcel, the Association, pursuant to the powers granted to unit owners associations at Section 76-80(a)(9) of the Revised Statutes of the State of Nebraska, grants to Investment:

(1) a nonexclusive permanent easement over and through the Roadway Common Element as the same may be from time to time be constructed and maintained for such use for the passage of vehicles. The nonexclusive permanent easement granted herein shall also be for the use of Investment's officers, directors, members, employees, agents, contractors, visitors and invitees, in common with others entitled to use the same

(2) a nonexclusive permanent easement over and through the Wastewater Lagoons Common Element for the purpose of installing, operating, maintaining and repairing a connection to the sanitary sewer, as now existing or as hereafter constructed, which is associated with the Wastewater Lagoons Common Element, to service one single family dwelling (as such term is now defined by the Lincoln, Nebraska Municipal Code) located upon the Investment Parcel; *provided, however*, any actions taken pursuant to the non-exclusive permanent easement granted herein shall be undertaken with advance notice to the Association and in such manner so as to minimize any disruption in service to the Association and the Unit Owners of the Stevens Creek Place Condominium.

2. **Easement for Association.** For the benefit of the Association and its successors, transferees and assigns, Investment grants to the Association a permanent easement over and through the Investment Parcel for access to the Wastewater Common Element for the purpose of operating, maintaining and repairing the lagoons and operating, maintaining, repairing the sanitary sewer, as now existing or as hereafter constructed, which is associated with the Wastewater Lagoons Common

Element, all in such manner and to the extent as the Association may deem necessary or appropriate in its sole discretion.

3. **Run with the Land.** All the rights, benefits, covenants, obligations, burdens and easements set forth in this Easement Agreement shall perpetually run with the land, and shall be binding upon, inure to the benefit of and be enforceable by Investments and the Association, as well as any subsequent persons or entities having or hereafter acquiring any right, title or interest in the Investment Parcel, and the respective grantees, transferees, heirs, legal representatives, successors and assigns of Investments and the Association.

4. **Liability and Indemnification.** For purposes of this paragraph 4, the Roadway Common Element, the Wastewater Lagoons Common Element and the Investment Parcel are referred to collectively as the "Easement Areas." Each party is responsible for any personal injuries or property damage arising out of its use and its contractors', agents', employees', or representatives' use of the Easement Areas as granted in this Easement Agreement. Each party shall defend, indemnify and hold the other, and their successors and assigns, harmless from all claims, actions, liabilities, causes of action, suits, damages, demands, court costs and reasonable attorney fees arising out of their use and its contractors, agents, employees or representatives use of the Easement Areas as granted in this Easement Agreement.

5. **Miscellaneous General Provisions.** This Easement Agreement shall be governed by the laws of the State of Nebraska. The unenforceability of any term of this Easement Agreement shall not affect the enforceability of any of the remaining terms of this Easement Agreement. This Easement Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[Balance of Page is Left Blank Intentionally; Signature Pages Follow]

**Signature Page**

(Permanent Utilities and Ingress/Egress Easement Agreement)

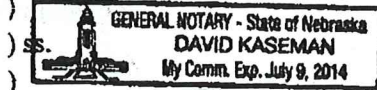
IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement effective as of the day and year first above written.

**STEVENS CREEK PLACE CONDOMINIUM ASSOCIATION**, an unincorporated association

By: Debra Nuss-Gealy  
Debra Nuss-Gealy, President

STATE OF NEBRASKA )

COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 2 day of June, 2012 by Debra A. Nuss-Gealy, President of Stevens Creek Place Condominium Association, an unincorporated association, on behalf of the association.

David Kaseman  
Notary Public

**Signature Page**

(Permanent Utilities and Ingress/Egress Easement Agreement)

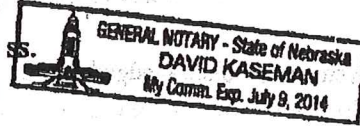
IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement effective as of the day and year first above written.

**GEALY INVESTMENTS, LLC**, a Nebraska limited liability company

By: *Debra A. Nuss-Gealy*  
Debra A. Nuss-Gealy, Trustee of the Debra A. Nuss-Gealy Family Trust, Member

By: *Michael D. Gealy*  
Michael D. Gealy, Member

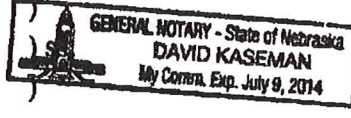
STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 2 day of June, 2012 by Debra A. Nuss-Gealy, Trustee, a member of Gealy Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

*David Kaseman*  
Notary Public

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 2 day of June, 2012 by Michael D. Gealy, a member of Gealy Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

*David Kaseman*  
Notary Public

**EXHIBIT A**  
(Legal Description—Investment Parcel)

A portion of Lot Thirty-Three (33) Irregular Tract, located in the Southwest Quarter (SW1/4) of Section 21, Township 10 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska;

Commencing at the Southeast corner of the Southwest Quarter of said Section 21; thence North 00 degrees 08 minutes 08 seconds West (an assumed bearing) for a distance of 60.21 feet to the Southeast corner of said Lot Thirty-Three (33) Irregular Tract; thence North 89 degrees 37 minutes 37 seconds West for a distance of 1,631.70 feet; thence North 11 degrees 44 minutes 27 seconds East for a distance of 532.73 feet to the point of beginning;

Thence North 11 degrees 44 minutes 27 seconds East for a distance of 236.12 feet; thence North 86 degrees 51 minutes 31 seconds East for a distance of 213.17 feet; thence North 00 degrees 22 minutes 17 seconds East for a distance of 492.93 feet; thence South 89 degrees 41 minutes 51 seconds East for a distance of 1,257.82 feet; thence South 00 degrees 03 minutes 43 seconds East for a distance of 781.86 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 303.31 feet; thence North 01 degrees 54 minutes 44 seconds West for a distance of 109.23 feet; thence North 89 degrees 36 minutes 25 seconds West for a distance of 93.73 feet; thence North 00 degrees 23 minutes 35 seconds East for a distance of 429.58 feet; thence South 66 degrees 54 minutes 09 seconds West for a distance of 743.80 feet; thence South 00 degrees 23 minutes 35 seconds West for a distance of 199.82 feet; thence North 89 degrees 37 minutes 37 seconds West for a distance of 439.48 feet to the point of beginning.

**EXHIBIT B**

(Legal Description-- Wastewater Lagoons Common Element)

**A Legal Description Of A Portion Of Lot 33 I.T., Located In The Southwest Quarter Of Section 21, Township 10 North, Range 8 East Of The Sixth Principal Meridian, Lancaster County, Nebraska;**

**Commencing At The Southeast Corner Of The Southwest Quarter Of Said Section 21; Thence North 00 Degrees 08 Minutes 08 Seconds West (An Assumed Bearing) For A Distance Of 60.21 Feet To The Southeast Corner of Said Lot 33 I.T.; Thence North 69 Degrees 37 Minutes 37 Seconds West For A Distance Of 1631.70 Feet; Thence North 11 Degrees 44 Minutes 27 Seconds East For A Distance Of 532.73 Feet; Thence South 89 Degrees 37 Minutes 37 Seconds East For A Distance Of 439.48 Feet; Thence North 00 Degrees 23 Minutes 35 Seconds East For A Distance Of 66.72 Feet To The Point Of Beginning;**

**Thence North 00 Degrees 23 Minutes 35 Seconds East For A Distance Of 133.10 Feet; Thence North 66 Degrees 54 Minutes 09 Seconds East For A Distance Of 743.80 Feet; Thence South 00 Degrees 23 Minutes 35 Seconds West For A Distance Of 429.58 Feet; Thence North 89 Degrees 36 Minutes 25 Seconds West For A Distance Of 682.15 Feet To The Point Of Beginning. Parcel Contains 4.40 Acres More Or Less.**

**EXHIBIT C**

(Legal Description—Roadway Common Element)

**A Legal Description Of A Portion Of Lot 33 I.T., Located In The Southwest Quarter Of Section 21, Township 10 North, Range 8 East Of The Sixth Principal Meridian, Lancaster County, Nebraska;**

**Commencing At The Southeast Corner Of The Southwest Quarter Of Said Section 21; Thence North 00 Degrees 08 Minutes 08 Seconds West (An Assumed Bearing) For A Distance Of 60.21 Feet To The Southeast Corner of Said Lot 33 I.T.; Thence North 89 Degrees 37 Minutes 37 Seconds West For A Distance Of 239.12 Feet To The Point Of Beginning;**

**Thence North 89 Degrees 37 Minutes 37 Seconds West For A Distance Of 68.00 Feet;  
Thence North 00 Degrees 23 Minutes 35 Seconds East For A Distance Of 299.90 Feet;  
Thence North 89 Degrees 36 Minutes 25 Seconds West For A Distance Of 978.66 Feet;  
Thence North 00 Degrees 23 Minutes 35 Seconds East For A Distance Of 33.00 Feet;  
Thence South 89 Degrees 36 Minutes 25 Seconds East For A Distance Of 978.66 Feet;  
Thence North 00 Degrees 23 Minutes 35 Seconds East For A Distance Of 146.68 Feet;  
Thence South 89 Degrees 36 Minutes 25 Seconds East For A Distance Of 68.00 Feet;  
Thence South 00 Degrees 23 Minutes 35 Seconds West For A Distance Of 479.56 Feet To  
The Point Of Beginning. Parcel Contains 1.49 Acres More Or Less.**