

3359

State of Nebraska, Scotts Bluff County ss.
Entered in Numerical Index and filed for
record the 17 day of June, 1994
at 8:02 o'clock A.M., and recorded in
Book 134 of Miscellaneous
on page 592

Mary Jo Ellis
Register of Deeds
By Pauline C. Hayes Deputy

15.50

VanSteenberg &
Associates
P.O.Box 1204
Scottsbluff NE

NUM. B
GEN. 33
PICT _____
COMPAED _____

DECLARATION OF CONDOMINIUM
OF THE
DENTAL CENTER, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made on this 31 day of May, 1994, by the Declarant, Valetski-Kent Real Estate, Co-Partnership, (hereinafter referred to as "The Partnership") a Nebraska Partnership consisting of Dennis Kent and Eldon Valetski as co-partners. The Partnership hereby submits, subject to covenants, easements and restrictions of record, the real estate located in Scotts Bluff County, Nebraska and described below and the easements, rights appurtenances and the building and improvements erected thereon (hereinafter referred to as the "Property"), to the provisions of the Nebraska Condominium Act, Neb. Rev. Stat. §76-825 et seq. (Reissue of 1990), as amended (hereinafter referred to as "the Act"):

Lot Seven (7), Block One (1), MEDICAL ARTS REPLAT, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, according to the recorded plat thereof.

Such property shall be known as the "Dental Center, a Condominium" (hereinafter referred to as "the Condominium").

ARTICLE I

Defined Terms

1.1.1. Capitalized terms not otherwise defined herein or in the plats and plans shall have the meanings specified or used in the Act.

1.1.2. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. Association means the Unit Owners' Association of the Condominium created pursuant to section 76-859 of the Act.

b. Buildings means the structure known as the Dental Center, a Condominium.

3359

- c. Bylaws means the document having that name and provided for by section 76-860 of the Act; this document may be amended from time to time.
- d. Declarant means the Partnership.
- e. Declaration means this document and the attached plats and plans, as may be amended from time to time.
- f. Executive Board means the executive board of the association.
- g. Horizontal boundaries means the upper and lower boundaries of a unit.
- h. Plats and plans means the plats and plans of the Dental Center, a Condominium, being recorded pursuant to the Act, simultaneously with this document and constituting a part of the declaration, as the same may be amended from time to time.
- i. Rules and regulations means such rules and regulations as are promulgated by the executive board from time to time with respect to various details of the use of all or any portion of the property which either supplement or elaborate on the provisions in the declaration or the bylaws.
- j. Unit means a unit as described in this document and in the plats and plans.
- k. Condominium documents consist of this declaration, including the plats and plans, the bylaws, and the rules and regulations.
- l. Percentage interest means the undivided ownership interest in the common elements appurtenant to each unit as set forth in exhibit A attached hereto, as the same may be amended from time to time.

Section 1.2. Provisions of the Act

The provisions of the act and those amendments thereto, which by their terms would be applicable to this Condominium, shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Act as so amended, are contained in this declaration (including the plats and plans) or the bylaws.

3359

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON
EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES;
MAINTENANCE RESPONSIBILITIES

Section 2.1. Percentage Interests

Attached to this document as exhibit A is the plat which describes the two (2) condominium units created by this Declaration with their identifying letters (Lots "A" and "B"). Each unit shall have a percentage interest of fifty percent (50%). The common element area is described as Common Area "C". The common element expense liability of each unit shall be assessed in accordance with each unit's percentage interest of fifty percent (50%).

Section 2.2. Unit Boundaries

a. The title lines or boundaries of each unit are situated as shown on the plats and plans (attached hereto as Exhibit "A") and shall consist of:

(i) Horizontal boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical boundaries:

A. Upper boundary: The upper boundary of the units shall be the ceiling of the unit.

B. Lower boundary: The lower boundary of the units shall be the horizontal plane of the top surface of the floor joists below the unit.

(ii) Vertical boundaries: The vertical boundaries of a unit are the vertical planes, extended to intersections with each other and with the unit's upper and lower boundaries, of the inner surface of any stone, block, brick, or other masonry walls bounding the unit and, with respect to those walls bounding the unit that are not of stone, block, brick, or other masonry, the vertical boundaries shall be the interior surface of the studs that support the dry wall or plaster perimeter walls bounding the unit.

(iii) The following shall be designated as common element areas hereunder:

- a. Basement
- b. Outer surface of building
- c. Roof
- d. Parking lot
- e. Patient's bathrooms
- f. Hallway on ground floor

3359

- g. Basement stairs
- h. Yard

b. Subject to the provisions of paragraph (a) above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

c. Subject to the provisions of paragraph (b) above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit.

d. Subject to the provisions of paragraph (a) above, any shutters, awnings, window boxes, doorsteps, stoops, porches, and all exterior doors and windows, or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

Section 2.3. Maintenance Responsibilities

Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the provisions of section 2.2 above, the units and common elements shall be maintained and repaired by each unit owner and by the association, in accordance with the provisions of section 76-865 of the Act, except as expressly set forth to the contrary in this section 2.3. All common expenses associated with the maintenance, repair, and replacement of a limited common element, shall be assessed against the units to which such limited common element was assigned at the time the expense was incurred in the same proportion as the percentage interests of all such units.

Section 2.4. Allocation of Unit Owner's Voting Rights

Each unit shall be entitled to one (1) vote in the association.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND RESERVED COMMON ELEMENTS

Section 3.1. Limited Common Elements

Section 3.1.1. The following portions of the building are hereby designated as limited common elements:

3359

- a. Doors leading from units to common elements, and their related frames, sills, and hardware;
- b. Windows and doors and their related frames, sills, and hardware that are not part of the unit but that are adjacent to and serve only that unit;
- c. Attic as divided by the firewall with each attic portion above each unit being a limited common element allocated to that unit.
- d. Those limited common elements described as such in sections 2.2b and 2.2d above.

ARTICLE IV
EASEMENTS

Section 4.1. Additional Easements

In addition to and in supplementation of the easements provided for by sections 76-851, 76-852, and 76-853 and other provisions of the Act, the Condominium shall be subject to the following easements and restrictions:

4.1.1. Utility and Other Easements

The units and common elements shall be, and are hereby, made subject to easements in favor of the declarant (until the declarant shall have satisfied all of its obligations under any condominium document and all commitments in favor of any unit owner and the association), the association, appropriate utility and service companies, and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the property. The easements provided for by this section 4.1.1. shall include, without limitation, rights of the declarant, the association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment, ducts, chimneys, flues, vents and any other appropriate equipment and facilities over, under, through, along and on the units and common elements. Notwithstanding the foregoing provisions of this section, unless approved in writing by the unit owner or unit owners affected thereby, any such easement through a unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the unit by the declarant to a grantee other than the declarant, or so as not to materially interfere with the use or occupancy of the unit by its occupants.

3359

a. Heating and air conditioning units: The heating and air conditioning units for each condominium are separate and are located on the roof above the condominium units. The heating and air conditioning units are owned separately by each condominium unit owner. Each condominium unit owner shall be solely responsible for maintenance, repairs and replacement of the owner's heating and air conditioning units.

b. Water heater: The water heater in the basement is jointly owned by the condominium units' owners and any maintenance, repair and replacement costs for the water heater shall be divided equally between the condominium units' owners.

c. Payment of Utility Bills: Utility costs for natural gas, electricity, water and sewer shall be divided equally between the condominium units' owners.

d. Repairs of electrical and plumbing systems: The electrical and plumbing systems for the condominium units are connected and intertwined. Each condominium unit owner shall pay the cost of any repair, maintenance or replacement for either the electrical or plumbing system that affects that unit only. However, any electrical or plumbing expense which affects both condominium units shall be a joint expense and divided equally between each condominium owner.

4.1.2. Declarant's Easements

a. The declarant reserves an easement (until the declarant shall have satisfied all of its obligations under any condominium document and all commitments in favor of any unit owner and the association) to use portions of the common elements and any units owned by the declarant for construction or renovation-related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies, and fixtures and the performance of work respecting the property.

b. The declarant reserves an easement (until the declarant shall have satisfied all of its obligations under any condominium document and all commitments in favor of any unit owner and the association) on, over, and under those portions of the common elements not located within the building for the purpose of maintaining and correcting drainage of surface, roof, or storm water. The easement created by this section 4.1.2b expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the declarant shall restore the affected property as closely to its original

condition as practicable.

4.1.3. Easement for Ingress and Egress Through Common Elements, Access to Units, and Support

a. Each unit owner is hereby granted an easement in common with each other unit owner for ingress and egress through all common and limited elements, subject to such reasonable rules, regulations, and restrictions as may be imposed by the association. Each unit is hereby burdened with and subjected to an easement for ingress and egress through all common and limited elements by persons lawfully using or entitled to the same.

b. To the extent necessary, each unit shall have an easement for structural support over every other unit in the building, the common elements and the limited common elements, and each unit and the common elements shall be subject to an easement for structural support in favor of every other unit in the building, the common elements, and the limited common elements.

4.1.4. Common Elements in Favor of the Association

The common elements (including, but not limited to, the limited common elements) shall be and are hereby made subject to an easement in favor of the association and the agents, employees, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair, and replacement of the common elements (including, but not limited to, the limited common elements).

4.1.5. Common Elements Easement in Favor of Unit Owners

The common elements (including, but not limited to, the limited common elements) shall be and are hereby made subject to the following easements in favor of the unit benefitted:

a. For the installation, repair, maintenance, use, removal, and replacement of pipes, ducts, heating, and air conditioning systems, electrical, telephone, and other communication wiring and cables and all other utility lines and conduits that are part of or serve any unit and that pass across or through a portion of the common elements.

b. For the installation, repair, maintenance, use, removal, and replacement of lighting fixtures, electrical receptacles, panel boards, and other electrical installations that are a part of or serve any unit but that encroach into a part of a common element adjacent to such unit; provided that the installation, repair, maintenance, use, removal, or replacement of any such item does not unreasonably interfere with the common use of any part of the common elements,

adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

c. For driving and removing nails, screws, bolts, and other attachment devices into the unit side surface of the stone, block, brick, or other masonry walls bounding the unit and the unit side surface of the studs that support the dry wall or plaster perimeter walls bounding the unit, the bottom surface of floor joists above the unit and the top surface of the floor joists below the unit to the extent the nails, screws, bolts, and other attachment devices may encroach into a part of a common element adjacent to such unit; provided that any such action will not unreasonably interfere with the common use of any part of the common elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

d. For the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grills, and similar fixtures that serve only one unit but that encroach into any part of any common elements or limited common elements.

4.1.6. Units and Limited Common Elements Easement in Favor of Association

The units and the limited common elements are hereby made subject to the following easements in favor of the association and its agents, employees, and independent contractors:

a. For inspection of the units and limited common elements in order to verify the performance by unit owners of all items of maintenance and repair for which they are responsible;

b. For inspection, maintenance, repair, and replacement of the common elements or the limited common elements situated in or accessible from such units or limited common elements, or both;

c. For correction of emergency conditions in one or more units or limited common elements, or both, or casualties to the common elements, the limited common elements, and the units.

3359

ARTICLE V
AMENDMENT OF DECLARATION

Section 5.1. Amendment Generally

a. This declaration may be amended only in accordance with the procedures specified in section 76-854 of the Act or referred to in section 76-854 thereof and the express provisions of this declaration.

b. No amendment to this declaration shall diminish or impair the rights of the declarant under this declaration without the prior written consent of the declarant. No amendment may modify this article or the rights of any person under this article, except as specifically provided in this declaration or the act. No provision of this declaration shall be construed to grant to any unit owner, or to any other person, any priority over any rights of mortgagees.

ARTICLE VI
USE RESTRICTIONS

Section 6.1. Rules and Regulations

a. The occupancy and use of the units and common elements shall be subject to the following restrictions:

(i) The units in the condominium shall be used solely as dental, medical or professional offices. No unit owner shall permit his or her unit to be used or occupied for any purpose not allowed herein.

(ii) A unit owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his or her unit or units that will impair the structural integrity of the building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the building; or lessen the support of any portion of the building; or violate any applicable law, ordinance, or governmental rule, regulation, or order.

b. Reasonable rules and regulations, not in conflict with the provisions of this declaration, concerning the use and enjoyment of the property, may be promulgated from time to time by the executive board of the association, subject to the right of the association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereof shall be furnished to all unit owners by the executive board promptly after the adoption of such rules and regulations or any amendments thereto.

3359

ARTICLE VII
MORTGAGES

Section 7.1. Requirements

a. Any mortgage or other lien on a unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to unit owners pursuant to section 76-871 of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the property other than within the affected unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the condominium or determination not to restore or replace the affected unit.

ARTICLE VII
LEASING

Section 8.1. Restrictions

8.1.1. A unit owner may lease his or her unit (but not less than the entire unit) at any time and from time to time provided that:

- a. No unit may be leased for transient purposes or for an initial term of less than ninety (90) days;
- b. No unit may be leased or subleased without a written lease or sublease;
- c. A copy of such lease or sublease shall be furnished to the executive board within ten (10) days after execution thereof; and
- d. The rights of any lessee of the unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions, and restrictions set forth in the declaration, bylaws and rules and under the lease or sublease, provided,

3359

however that the foregoing shall not impose any direct liability on any lessee or sublessee of a unit to pay any common expense assessments or special assessments on behalf of the owner of that unit.

ARTICLE IX
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments

The executive board of the Association shall levy and enforce the collection of general and special assessments for common expenses. Assessments shall commence on the conveyance of the first unit to a person other than the declarant. All common expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month. Special assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month during such period of time as established by the executive board. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments.

Section 9.2. Subordination of Certain Charges

Any fees, charges, late charges, fines and interest that may be levied by the executive board pursuant to sections 76-860(a)(10), 76-860(a)(11), and 76-860(a)(12) of the Act, shall be subordinate to the lien of a first mortgage on a unit.

Section 9.3. Surplus Funds

Surplus funds of the association remaining after payment of or provision for common expenses and any prepayment of reserves may in the discretion of the executive board either be returned to the unit owners pro rata in accordance with each unit owner's percentage interest or be so credited on a pro rata basis to the unit owners to reduce each unit owner for future common expenses assessments.

3359

ARTICLE X
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 10.1. Applicability of Condominium Documents

Each present and future owner, lessee, occupant, and mortgagee of a unit shall be subject to and shall comply with the provisions of the Act, this declaration (including the plats and plans), the bylaws and the rules and regulations and with the covenants, conditions, and restrictions as set forth in this declaration (including the plats and plans), and the deed to such unit, provided that nothing contained herein shall impose on any lessee or mortgagee of a unit any obligation which the Act or one or more of such documents, or both, make applicable only to unit owners (including, without limitation, the obligation to pay assessments for common expenses). The acceptance of a deed or mortgage to any unit, or the entering into of a lease or the entering into occupancy of any unit, shall constitute an agreement that the provisions of the Act, this declaration (including the plats and plans), the bylaws, the rules and regulations and the covenants, conditions and restrictions set forth in the deed to such unit are accepted and ratified by such grantee, mortgagee, or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, or lease thereof.

Section 10.2. Eminent Domain

Whenever all or part of the common elements shall be taken, injured, or destroyed by eminent domain, the association shall represent the unit owners in negotiations, settlements, and agreements with the condemning authority. Each unit owner appoints the association as attorney-in-fact for this purpose. Each unit owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each unit owner's interest therein. The award or proceeds of settlement shall be payable to the association for the use and benefit of the unit owners and their mortgagees as their interests may appear.

ARTICLE XI

EXECUTIVE BOARD OF THE ASSOCIATION

Section 11.1. Powers of Executive Board

The executive board of the association shall possess all of the duties and powers granted to the executive board by the Act.

3359

Section 11.2. Composition of Executive Board

The executive board shall consist of four (4) members who shall be elected at annual meetings of association members. Each executive board member shall hold office pursuant to the provisions relating thereto in the bylaws.

Section 11.3. Disputes

In the event of any dispute or disagreement between any unit owners relating to the property, or any questions of interpretation or application of the provisions of this declaration (including the plats and plans), the bylaws or the rules and regulations, the ultimate determination with respect thereto by the executive board shall be final and binding on each and all such unit owners. The executive board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this section 12.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the association as a common expense.

Section 11.4. Amendments to the Condominium Documents

The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this declaration to the contrary, if any amendment is necessary in the judgment of the executive board to cure any ambiguity or to correct or supplement any provisions of the condominium documents that are defective, missing, or inconsistent with any other provisions thereof, then at any time and from time to time, the executive board may effect an appropriate corrective amendment without the approval of the unit owners or the holders of any liens on all or any part of the property, on receipt by the executive board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this section 12.4. shall be effective on the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the executive board.

Section 11.5. Abating and Enjoining Violations by Unit Owners

The violation of any rules and regulations adopted by the executive board, the breach of any provision contained in the bylaws or the breach of any provision of this declaration or the Act by any unit owner, shall give the executive board and any aggrieved unit owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

3359

Section 11.6. Insurance

The executive board shall obtain and maintain insurance as provided in the bylaws.

In witness whereof, Kent-Valetski Co-Partnership a Nebraska Partnership, has caused these presented to be executed the day and year first above written.

Valetski-Kent Real Estate,
a Co-Partnership

Dennis Kent (Partner)

Eldon Valetski (Partner)

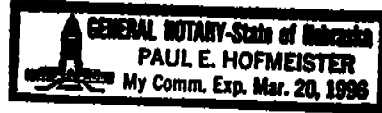
STATE OF NEBRASKA)
COUNTY OF SCOTTSBLUFF) ss.

On this 31ST day of May, 1994, before me, a notary public duly commissioned and qualified in and for said county, personally came Dennis Kent, a partner of Valetski-Kent Real Estate, a Co-Partnership, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his own act and deed and the act and deed of the Co-Partnership.

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

Paul E. Hofmeister
Notary Public

My Commission Expires:



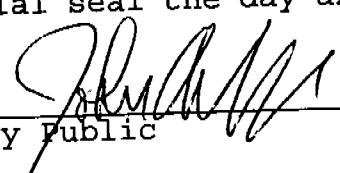
STATE OF NEBRASKA)
COUNTY OF SCOTTSBLUFF) ss.

On this 14 day of June, 1994, before me, a notary public duly commissioned and qualified in and for said county, personally came Eldon Valetski, a partner of the Valetski-Kent Real Estate, a Co-Partnership, known to me to be the identical

3359

person who signed the above instrument and acknowledged the execution thereof to be his own act and deed and the act and deed of the Co-Partnership.

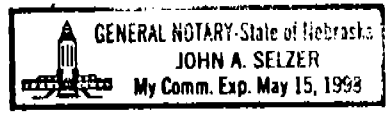
Witness my hand and notarial seal the day and year last above written.



Notary Public

My Commission Expires:

17682con.agr

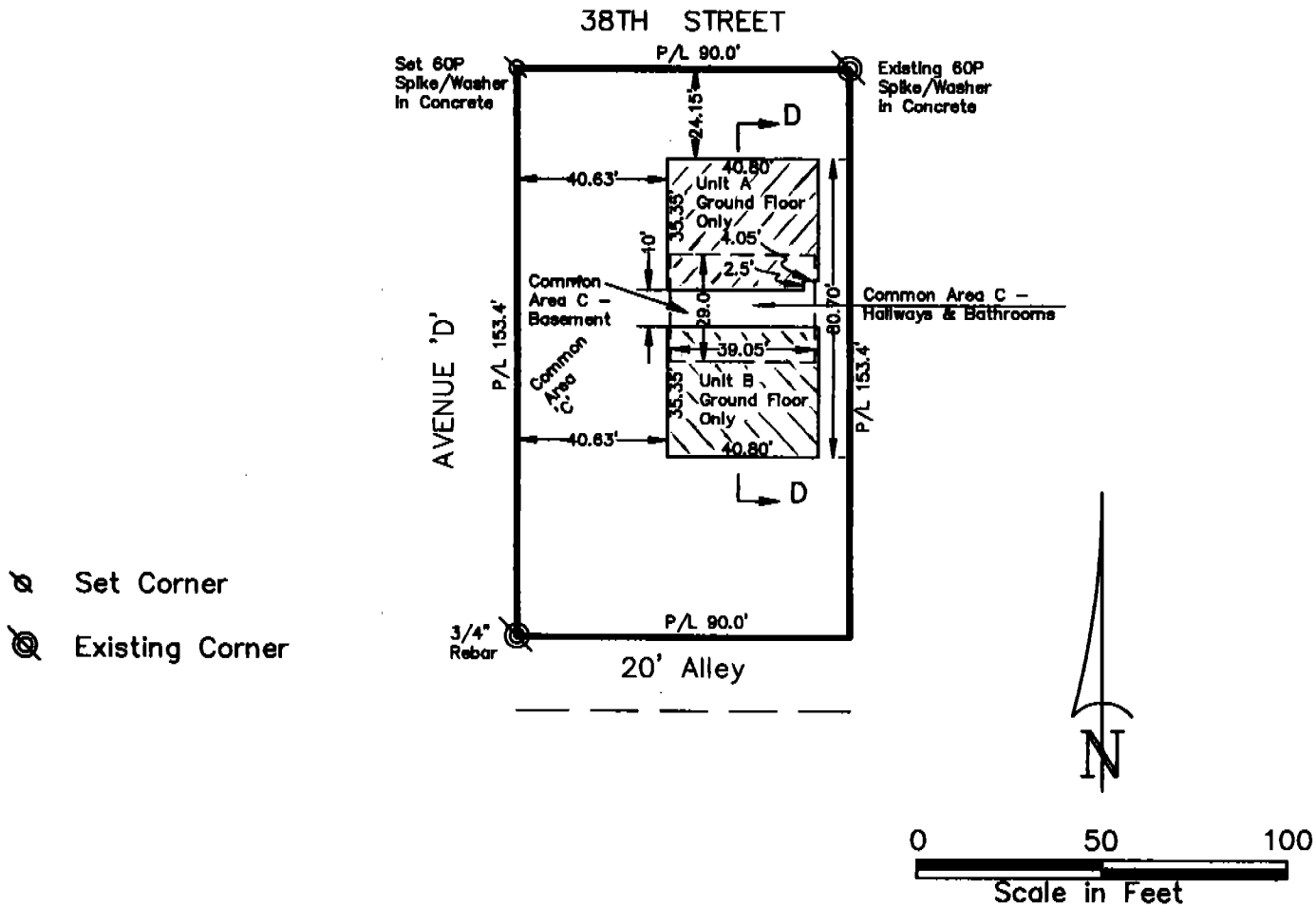


22

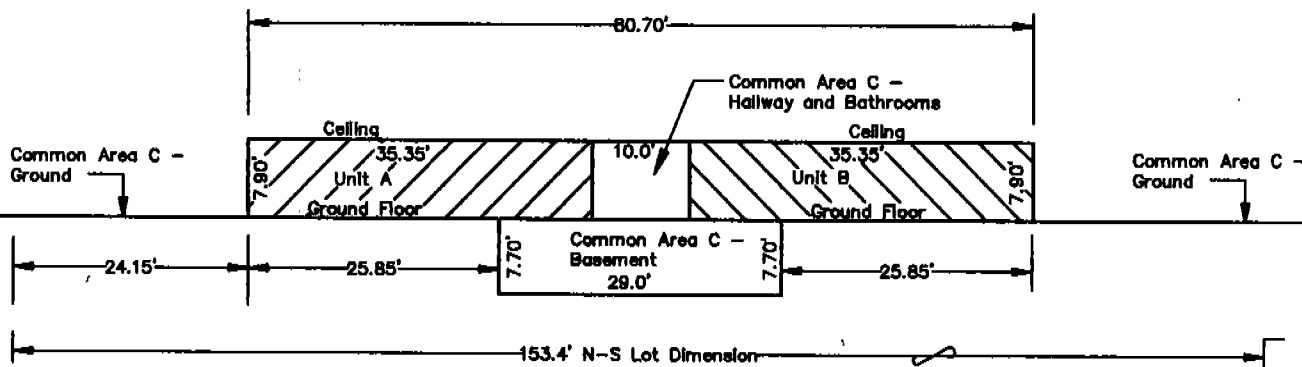
Units A and B, and Common Area C

3358

REPLAT OF LOT 7, BLOCK 1, MEDICAL ARTS REPLAT
Medical Arts Replat, Lots 1 through 7, Block One
and Lots 1, 2, and 3, Block Two, a Replat of Lots
1 through 5, Block One, George Baltes Addition and
Lots 1 through 3, Block One, St. Mary Hospital
Addition to the City of Scottsbluff, Nebraska.



- ⊗ Set Corner
- ⊙ Existing Corner



Note: Common Area C shall incorporate
all areas of Lot 7, Block 1 not know as
Units A and B

Elevation View -- Section D-D
Scale - 1" = 20'



Unit A Boundary



Unit B Boundary

3359

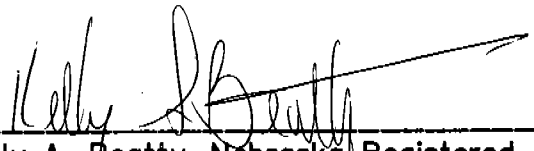
REPLAT LOT 7, BLOCK 1,
MEDICAL ARTS REPLAT
SCOTTSBLUFF, NEBRASKA
Sheet 2 of 3

SURVEYOR'S CERTIFICATE

I, Kelly A. Beatty, a Nebraska Registered Land Surveyor, hereby certify that I have surveyed and prepared a plat of Unit A, Unit B and Common Area C, REPLAT OF LOT 7, BLOCK 1, MEDICAL ARTS REPLAT, Medical Arts Replat, Lots 1 through 7, Block One, and Lots 1, 2 and 3, Block Two, a Replat of Lots 1 through 5, Block One, George Baltes Addition and Lots 1 through 3, Block One, St. Mary Hospital Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, in accordance with Section 76-846 of the condominium law in the State of Nebraska.

That the accompanying plat is a true delineation of said survey and plat drawn to a scale of 50 feet to the inch and that all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL this 18th day of May, 19 94.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.



Kelly A. Beatty, Nebraska Registered Land Surveyor, L. S. 476



OWNER'S STATEMENT

We, the undersigned, being the owners of Lot 7, Medical Arts Replat, Lots 1 through 7, Block One, and Lots 1, 2, and 3, Block Two, a Replat of Lots 1 through 5, Block One, George Baltes Addition and Lots 1 through 3, Block One, St. Mary Hospital Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, as described in the foregoing "Surveyor's Certificate" and shown on the accompanying plat have caused such real estate to be platted as Unit A, Unit B, and Common Area C, REPLAT OF LOT 7, BLOCK 1, MEDICAL ARTS REPLAT, Medical Arts Replat, Lots 1 through 7, Block One and Lots 1, 2, and 3, Block Two, a Replat of Lots 1 through 5, Block One, George Baltes Addition and Lots 1 through 3, Block One, St. Mary Hospital Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.


That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners.

Dated this 14th day of June, 19 94.

VALETSKI-KENT REAL ESTATE, a Co-Partnership



Eldon Valetski, a Co-Partner



Dennis K. Kent, a Co-Partner

3359

REPLAT LOT 7, BLOCK 1,
MEDICAL ARTS REPLAT
SCOTTSBLUFF, NEBRASKA
Sheet 3 of 3

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County,
personally came Eldon A. Valetski, Co-Partner of Valetski-Kent Real
Estate, a Co-Partnership, to me known to be the identical person whose
signature is affixed to the foregoing "Owner's Statement" and
acknowledged the execution thereof to be his voluntary act and deed,
and the voluntary act and deed of said Co-Partnership.

WITNESS MY HAND AND NOTARIAL SEAL this 14 day of June, 19 94.

John A. Selzer

Notary Public



My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County,
personally came Dennis K. Kent Co-Partner of Valetski-Kent Real Estate,
a Co-Partnership, to me known to be the identical person whose signature
is affixed to the foregoing "Owner's Statement" and acknowledged the
execution thereof to be his voluntary act and deed, and the voluntary
act and deed of said Co-Partnership.

WITNESS MY HAND AND NOTARIAL SEAL this 31ST day of May, 19 94.

Paul E. Hofmeister

Notary Public



My Commission Expires: _____

NIM B
GEN. FF
PICT. _____
CORRATED _____

15.50