

AGENDA  
June 3, 2025

---

1. Please silence all cell phones
2. Pledge of Allegiance and Prayer
3. Roll call
4. Inform public of the posting of the open meeting laws
5. The meeting notice was published in the Columbus Telegram on May 27th, 2025 and the Humphrey Democrat on May 26th, 2025.
6. Approve the agenda as written
7. Approve the minutes for May 20th, 2025 as written.
8. **Discussion and possible action on the following:**
9. Rachel Pensick - Columbus - Platte County Joint Communications Center
  - 9.a. Consideration of Joint Communications Center 2025-2026 Proposed Budget
  - 9.b. Consideration of a 2-Year GIS Maintenance Service Contract from GeoComm, Inc.
10. Consideration of Preliminary Plats and Final Plat for Eagle Wood Lakes Phase 4 Subdivision
  - 10.a. Consideration of approval for Preliminary Plat for Eagle Wood Lake Phase 4 Subdivision
  - 10.b. Consideration of approval of Eagle Wood Lake Phase 4 Subdivision Final Plat, and adopt Resolution 25-07
11. Highway Department
  - 11.a. Consideration of approval for temporary easements on upcoming projects
  - 11.b. Road report
  - 11.c. Consideration of approval for a change order to delete project C-71 (854A) and add C-71 (860) net increase of \$266,522.88 with Knife River Asphalt
12. Committee Reports
13. Motion to accept, file, and credit the proper accounts on correspondence: Auto-Owners Insurance Company - Surety Bond for Joan K. Hollatz- Treasurer for Village of Creston, Notice of Appointing Qualified Individual to fill ESU 7 Board Vacancy, Treasurer Receipts \$7,950.70
14. Motion to approve all claims with the exception of Trouba Law Claim #06256443

15. Motion to approve Trouba Law Claim #06256443
16. Public Comments
17. Consideration to recess until 10:25.
18. 10:30 a.m. - Consideration to enter into closed session to discuss pending litigation.
19. Motion to Adjourn to Monday, June 16th, 2025.

The agenda for the meeting subject to change, is kept continuously current and is available for public inspection at the office of the County Clerk in the Platte County Courthouse, Columbus, Nebraska.

### AGENDA ITEM REQUEST FORM

(To be completed by requesting Department)

Forward all requests to [jbrown@plattecounty.ne.gov](mailto:jbrown@plattecounty.ne.gov)

**DEADLINE SUBMITTAL IS 12:00 P.M. TUESDAY 1 WEEK BEFORE THE BOARD MEETING**

Agenda Item: \_\_\_\_\_

(i.e., Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on the agenda: \_\_\_\_\_

Exact wording to be used for the agenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action Requested \_\_\_\_\_ Funding Code \_\_\_\_\_

IS this item in current fiscal year budget?  Yes  No

Does this item commit funds for future years?  Yes  No

If yes, explain: \_\_\_\_\_

If an agreement or contract\*, has the County Attorney reviewed and approved?

\*Provide County Clerk with contact info for outside organizations  Yes  No

Previous action taken on this item if any?

\_\_\_\_\_  
\_\_\_\_\_

Recommendations and rationale or action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Will anyone speak on behalf of this item, if so who? \_\_\_\_\_

If this is a rush agenda item, please explain why: \_\_\_\_\_

\_\_\_\_\_

Submitted by (Name & Department) \_\_\_\_\_ Ext. \_\_\_\_\_

Date Submitted: \_\_\_\_\_

List of attachments: \_\_\_\_\_

(Attach resolution and all pertinent documentation, i.e., contract, agreement, memorandums, etc.)

Completed by Receiving office. Received in Clerk's Office: Date _____ Time _____ Initials _____
----------------------------------------------------------------------------------------------------

**FOR COUNTY CLERK'S OFFICE USE ONLY**  
**NOT A PART OF THE OFFICIAL RECORD**  
For Agreements or Contracts Only

For the person who is signing the contract/agreement on behalf of an outside organization, please provide the following information (use as many fields as necessary)

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_



Columbus-Platte County Joint Communications Center  
1304 Bill Babka Drive  
Columbus, NE 68601  
Phone (402)564-3201  
Fax (402)564-0660

---

**DATE:** May 27, 2025  
**TO:** Platte County Board of Supervisors  
**FROM:** Rachel Pensick, Communications Director  
**RE:** 2025-2026 Proposed Budget

**RECOMMENDATION:**

To approve the proposed Columbus Platte County Joint Communications budget of \$1,994,235.00 for the 2025-2026 fiscal year.

**DISCUSSION:**

The Columbus-Platte County Joint Communications Center's 2025-2026 proposed overall budget is \$1,994,235.00. The expected revenues/grants are \$377,430.00. The expected left-over 2024-2025 billing is \$250,451.00. This leaves \$1,366,354.00 to be covered by the Platte County Tax Levy.

As done in the previous two years, it is proposed that the County to be billed in twelve equal payments to prohibit any collected taxes from being absorbed into the General Fund. The amount of the monthly billing will be \$113,862.83. This billing would begin October 1, 2025. Any left-over funds will then be applied to the following year's budget.

Attached to this memo is a breakdown of the budget by line-item. A few items of note are as follows:

- Line items did not receive any percentage increase. Significant increases were made in the following line items for specific costs:
  - Maintenance Agreements (State Radio System maintenance agreement)
- CIP Projects
  - Contingency to replace/repair critical equipment (\$35,000)
- Revenues/Transfers-In (outside of the Platte County Tax Levy)
  - \$85,000 - E911 Telephone surcharge
  - \$172,951 - Polk County contract
  - \$41,266 - Shared systems costs with CFD, CPD, and PCSO
  - \$1,000 - Interest
  - \$70,000 - Estimated wireless funds
  - \$7,213 - Shared E911 host costs with East Central 911 Region

**SIGNATURE:**

By:   
Rachel Pensick – Communications Director

GL NUMBER	DESCRIPTION	2024-25 PROJECTED ACTIVITY	2024-25 AMENDED BUDGET	2025-26 DEPT REQUESTED BUDGET
Dept 220 - E911				
ESTIMATED REVENUES				
220-220-41810	E911 TELEPHONE SURCHARGE	82,000	86,000	85,000
220-220-43410	STATE GRANTS	29,760	55,000	
220-220-43915	COUNTY REIMBURSEMENTS	1,995,821	2,048,939	1,565,889
220-220-46100	INTEREST	20,000	1,000	1,000
220-220-48000	MISCELLANEOUS REVENUE	12,014	12,620	
220-220-49100	TRANSFERS IN			265,133
TOTAL ESTIMATED REVENUES		2,139,595	2,203,559	1,917,022

GL NUMBER	DESCRIPTION	2024-25 PROJECTED ACTIVITY	2024-25 AMENDED BUDGET	2025-26 DEPT REQUESTED BUDGET
Dept 220 - E911				
APPROPRIATIONS				
220-220-51100	SALARIES AND WAGES	915,412	998,617	1,003,576
220-220-51200	OVERTIME	95,000	90,000	100,000
220-220-52100	SOCIAL SECURITY	84,441	86,386	82,000
220-220-52200	GROUP INSURANCE	164,598	297,920	274,120
220-220-52300	RETIREMENT	62,000	68,973	65,000
220-220-52500	UNEMPLOYMENT	3,974		10,000
220-220-52600	WORKERS' COMPENSATION		560	560
220-220-52700	TRAINING AND TUITION	13,000	19,000	16,525
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	2,500	6,500	4,000
220-220-52800	UNIFORMS	750	1,250	1,000
220-220-53200	PROFESSIONAL SERVICES	8,577	9,500	10,500
220-220-53400	COMPUTER SUPPORT/MAINT	25,000	29,400	13,450
220-220-54310	BUILDING MAINTENANCE	5,500	6,500	10,000
220-220-54320	EQUIPMENT MAINTENANCE	38,500	39,579	21,840
220-220-54380	MAINTENANCE AGREEMENTS	171,547	171,547	210,423
220-220-55200	INSURANCE		8,900	8,900
220-220-55900	MISCELLANEOUS		2,500	1,500
220-220-56010	SUPPLIES	5,000	7,000	5,000
220-220-56020	OFFICE SUPPLIES	3,000	3,000	3,572
220-220-56030	CLEANING SUPPLIES/SERVICE	8,400	8,400	5,300
220-220-56040	POSTAGE AND FREIGHT	100	500	202
220-220-56050	FUEL	250	1,000	750
220-220-56190	PERSONAL PROTECTIVE SUPP		1,000	
220-220-56220	ELECTRICITY		8,600	8,000
220-220-56230	WATER AND SEWER		700	750
220-220-56240	TELEPHONE	25,000	40,252	21,844
220-220-56250	REFUSE	488	510	528
220-220-56650	MEMBERSHIP DUES	1,255	1,255	1,505
220-220-56690	SALES TAX REMITTANCE		20	20
220-220-57510	CAPITAL-EQUIPMENT	137,810	293,050	35,000
220-220-58100	TRANSFERS OUT	1,140	1,140	1,157
TOTAL APPROPRIATIONS		1,773,242	2,203,559	1,917,022
NET OF REVENUES/APPROPRIATIONS - 220 - E911		366,353		
ESTIMATED REVENUES - FUND 220		2,139,595	2,203,559	1,917,022
APPROPRIATIONS - FUND 220		1,773,242	2,203,559	1,917,022
NET OF REVENUES/APPROPRIATIONS - FUND 220		366,353		
BEGINNING FUND BALANCE		2,278,586	2,278,586	2,644,939
ENDING FUND BALANCE		2,644,939	2,278,586	2,644,939

GL NUMBER	DESCRIPTION	2024-25 PROJECTED ACTIVITY	2024-25 AMENDED BUDGET	2025-26 DEPT REQUESTED BUDGET
Dept 221 - WIRELESS E911				
ESTIMATED REVENUES				
221-221-43410	STATE GRANTS	61,164	74,000	70,000
221-221-46100	INTEREST	8,250		
TOTAL ESTIMATED REVENUES		69,414	74,000	70,000

GL NUMBER	DESCRIPTION	2024-25 PROJECTED ACTIVITY	2024-25 AMENDED BUDGET	2025-26 DEPT REQUESTED BUDGET
Dept 221 - WIRELESS E911				
APPROPRIATIONS				
221-221-51100	SALARIES AND WAGES	69,414	74,000	70,000
TOTAL APPROPRIATIONS		69,414	74,000	70,000
NET OF REVENUES/APPROPRIATIONS - 221 - WIRELESS E911				
ESTIMATED REVENUES - FUND 221		69,414	74,000	70,000
APPROPRIATIONS - FUND 221		69,414	74,000	70,000
NET OF REVENUES/APPROPRIATIONS - FUND 221				
BEGINNING FUND BALANCE		194,274	194,274	194,274
ENDING FUND BALANCE		194,274	194,274	194,274

GL NUMBER	DESCRIPTION	2024-25 PROJECTED ACTIVITY	2024-25 AMENDED BUDGET	2025-26 DEPT REQUESTED BUDGET
Dept 225 - EC-911 EQUIPMENT SHARING				
ESTIMATED REVENUES				
225-225-48000	MISCELLANEOUS REVENUE	5,910	5,910	6,056
225-225-49100	TRANSFERS IN	1,140	1,140	1,157
TOTAL ESTIMATED REVENUES		7,050	7,050	7,213

GL NUMBER	DESCRIPTION	2024-25 PROJECTED ACTIVITY	2024-25 AMENDED BUDGET	2025-26 DEPT REQUESTED BUDGET
Dept 225 - EC-911 EQUIPMENT SHARING				
APPROPRIATIONS				
225-225-54380	MAINTENANCE AGREEMENTS	7,050	7,050	7,213
TOTAL APPROPRIATIONS		7,050	7,050	7,213
NET OF REVENUES/APPROPRIATIONS - 225 - EC-911 EQUIPME				
ESTIMATED REVENUES - FUND 225		7,050	7,050	7,213
APPROPRIATIONS - FUND 225		7,050	7,050	7,213
NET OF REVENUES/APPROPRIATIONS - FUND 225				
BEGINNING FUND BALANCE		212,697	212,697	212,697
ENDING FUND BALANCE		212,697	212,697	212,697
ESTIMATED REVENUES - ALL FUNDS		2,216,059	2,284,609	1,994,235
APPROPRIATIONS - ALL FUNDS		1,849,706	2,284,609	1,994,235
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		366,353		
BEGINNING FUND BALANCE - ALL FUNDS		2,685,556	2,685,556	3,051,909
ENDING FUND BALANCE - ALL FUNDS		3,051,909	2,685,556	3,051,909

### AGENDA ITEM REQUEST FORM

(To be completed by requesting Department)

Forward all requests to [jbrown@plattecounty.ne.gov](mailto:jbrown@plattecounty.ne.gov)

**DEADLINE SUBMITTAL IS 12:00 P.M. TUESDAY 1 WEEK BEFORE THE BOARD MEETING**

Agenda Item: \_\_\_\_\_

*(i.e., Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)*

Date to be on the agenda: \_\_\_\_\_

Exact wording to be used for the agenda:

---

---

---

---

Action Requested \_\_\_\_\_ Funding Code \_\_\_\_\_

IS this item in current fiscal year budget?  Yes  No

Does this item commit funds for future years?  Yes  No

If yes, explain: \_\_\_\_\_

If an agreement or contract\*, has the County Attorney reviewed and approved?

\*Provide County Clerk with contact info for outside organizations  Yes  No

Previous action taken on this item if any?

---

---

Recommendations and rationale or action: \_\_\_\_\_

---

---

Will anyone speak on behalf of this item, if so who? \_\_\_\_\_

If this is a rush agenda item, please explain why: \_\_\_\_\_

---

---

Submitted by (Name & Department) \_\_\_\_\_ Ext. \_\_\_\_\_

Date Submitted: \_\_\_\_\_

List of attachments: \_\_\_\_\_

*(Attach resolution and all pertinent documentation, i.e., contract, agreement, memorandums, etc.)*

*Completed by Receiving office.*

*Received in Clerk's Office: Date \_\_\_\_\_ Time \_\_\_\_\_ Initials \_\_\_\_\_*

**FOR COUNTY CLERK'S OFFICE USE ONLY**  
**NOT A PART OF THE OFFICIAL RECORD**  
For Agreements or Contracts Only

For the person who is signing the contract/agreement on behalf of an outside organization, please provide the following information (use as many fields as necessary)

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_





Columbus-Platte County Joint Communications Center  
1304 Bill Babka Drive  
Columbus, NE 68601  
Phone (402)564-3201  
Fax (402)564-0660

---

DATE: May 27, 2025  
TO: Platte County Board of Supervisors  
FROM: Rachel Pensick, Communications Director  
RE: Geo-Comm Contract for GIS Services

**RECOMMENDATION:**

To approve the purchase of a two-year GIS Maintenance service contract from GeoComm, Inc.

**DISCUSSION:**

The Columbus-Platte County Joint Communications Center operates as the Public Safety Answering Point for Platte and Polk Counties. Consistent and accurate GIS is the foundation of the 911 call routing process. The JCC currently has a GIS Maintenance service contract with GeoComm that expires in June 2025. Geo-Comm has proposed a two-year GIS Maintenance service contract to begin on July 1, 2025 and expire on June 30, 2027.

There are many things in this contract that require technicians to support the process. Included in that list are:

- Maintaining of the MSAG (Master Street Address Guide)
- Assigning new addresses to rural locations
- Completion of routing sheets
- Consolidation of East Central 911 Regional Data

**Fiscal Impact:**

The two-year contract will cost \$35,892.93. It will be invoiced annually. The year one cost is \$17,508.75 and the year two cost is \$18,384.19. These are budgeted costs.

**Concurrence:**

The Joint Communications Committee reviewed and approved the purchase.

**SIGNATURE:**

By:   
Rachel Pensick – Communications Director



**GIS Maintenance Services**

**Contract #114879**

May 15, 2025

**Geo-Comm, Inc.**  
**EIN # 41-1811590**  
**601 West St. Germain**  
**St. Cloud, MN 56301**  
**Phone: (320) 240-0040**  
[www.geocomm.com](http://www.geocomm.com)

**Columbus/Platte County Joint Communications Center**  
**Rachel Pensick, Director**  
2419 14th St  
Columbus, NE 68601  
**Phone: (402) 942-5062**  
**E-mail: [rachel.pensick@columbusne.us](mailto:rachel.pensick@columbusne.us)**

Columbus/Platte Maintenance Services	Service Dates	Total
GIS Map Data Maintenance	7/1/2025-6/30/2026	\$7,182.00
MSAG and ALI Maintenance	7/1/2025-6/30/2026	\$1,915.20
GIS Addressing Services	7/1/2025-6/30/2026	\$3,222.45
GIS Map Data Maintenance	7/1/2026-6/30/2027	\$7,541.10
MSAG and ALI Maintenance	7/1/2026-6/30/2027	\$2,010.96
GIS Addressing Services	7/1/2026-6/30/2027	\$3,383.57
<b>Contract Total:</b>		<b>\$25,255.28</b>

Polk County Maintenance Services	Service Dates	Total
GIS Map Data Maintenance	7/1/2025-6/30/2026	\$4,032.00
MSAG and ALI Maintenance	7/1/2025-6/30/2026	\$1,157.10
GIS Map Data Maintenance	7/1/2026-6/30/2027	\$4,233.60
MSAG and ALI Maintenance	7/1/2026-6/30/2027	\$1,214.96
<b>Contract Total:</b>		<b>\$10,637.65</b>

GIS maintenance services will be provided July 1, 2025 through June 30, 2027.

A description of the services covered under this contract is attached and made a part of this agreement as Exhibit A. Note that GIS Addressing Services are for Columbus/Platte County only and exclude Polk County.

Customer agrees to pay GeoComm \$35,892.94 on the following schedule:

- \$17,508.75 – invoiced net 45 days on July 1, 2025
- \$18,384.19 – invoiced net 45 days on July 1, 2026

[Signatures on following page]

**Customer Authorization**

<b>Signature</b>	
<b>Print Name</b>	
<b>Purchase Order # (if required)</b>	
<b>Date</b>	

## **Exhibit A – Scope of Work**

### **GIS Data Layers Maintenance Services**

GeoComm will use provided resources, including digital copies of the MSAG and ALI database, to update GIS data layers for location validation in 9-1-1 systems. As needed, GeoComm will:

- Update the Road Centerline layer with additions, deletions, and corrections
- Update the Site/Structure Address Point layer with additions, deletions, and corrections
- Update Service Boundary Layers (PSAP, police, fire, EMS, and ESZ/ESN) with additions, deletions, and corrections when requested
- Update the Provisioning Boundary Layer with additions, deletions, and corrections.
- Update the Incorporated Municipality Layer when there are annexations

GIS data attribute standardization following the NENA Standard for NG9-1-1 GIS Data Model and/or your PSAP mapping system requirements are included. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will perform quality control (QC) checks on GIS data to measure GIS data quality and synchronization with MSAG and ALI databases, if available. If GIS data errors are detected, GeoComm will make appropriate corrections. If MSAG or ALI errors are detected, GeoComm will correct the error if contracted to do so. If resolving the MSAG or ALI errors are outside of the scope of service, GeoComm will provide you with a list of required updates.

GeoComm will provide updated GIS data packages (zip file containing the updated GIS data layers in file geodatabase format) for you to provision into your local 9-1-1 systems. If the local 9-1-1 system is a GeoComm mapping application, GeoComm will execute the update process.

If requested, GeoComm can provide .pdf files representing one combined Service Boundary map (Police, Fire, EMS) which you can print to hard copy wall maps.

### **MSAG and ALI Maintenance Services**

To ensure ongoing synchronization with GIS data layers, MSAG, and ALI database, GeoComm will update and manage your MSAG based on provided resources. As needed, GeoComm will:

- Submit MSAG updates to your database provider when roads are added, changed, or deleted if allowed access to the database provider's MSAG maintenance system.
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (E.g. overlaps with other MSAG entries, address validation, etc.)
- Assist in the resolution of inconsistencies between the MSAG and GIS data layers.
- Assist in the resolution of telephone (TN) records that do not match the MSAG.
- Request new Emergency Service Numbers (ESNs) from the database provider when new responder combinations are created.
- Complete periodic reviews of the MSAG, ALI database, and GIS data layers to ensure a high synchronization Rate and complete updates.

Note: If clarification is needed, GeoComm will work with you to ensure accurate updates are made.

### **Address Assignment Services – Columbus/Platte County**

Note that Polk County is excluded from Address Assignment Services.

GeoComm will update the Site/Structure Address Point layer for Columbus/Platte County based on resources provided. As needed, GeoComm will:

- Update the Site/Structure Address Point layer with new address point locations using provided accurate location information or latitude and longitude for the approximate placement of the address point.
- Assign addresses to newly added points based on the road centerline layer attributes (street name and address ranges) and return the newly assigned addresses within three business days.
- Provide support regarding unique addressing situations or addressing discrepancies.

Note: GeoComm is not responsible for notifying residents of the newly assigned addresses.

## GIS Maintenance Bureau Contact Information

**Email:** [gis@geocomm.com](mailto:gis@geocomm.com)

**Phone:** 1.844.282.4507

**Upload Data:** <http://www.geo-comm.com/industries/gis/data-submission/>

**Uploading Data Notes:** Adobe Flash must be installed to upload files. All files must be compressed into a single (.zip) format. The zip file must be under 2GB. A confirmation e-mail will be sent once the file is received.

Additional terms and conditions around cancellations can be found at: <https://www.geo-comm.com/terms/>

Once Recorded Return Document To: Clark J. Grant, 1354 27th Ave., Suite 109, Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That, Gerhold, Inc., a Delaware Corporation, is the owner of the following described real estate, described as follows:

A tract of land located in the accretion to Government Lot 1, Section 16, T17N, R3W of the 6<sup>th</sup> P.M., Platte County, Nebraska more particularly described as follows: beginning at the Southeast Corner of Lot 38, Eaglewood Lake Phase 3 Subdivision; thence Southwesterly 155.35 ft. on a 1030 ft. radius curve concaved to the Southeast, long chord bears S 22°41'36" W, 155.20 ft. on the Westerly right-of-way line of Loup Lane; thence S 17°03'02" W, 47.53 ft. on the Westerly right-of-way line of said Loup Lane; thence Easterly 26.41 ft. on a 177.00 ft. radius curve concaved to the South, long chord bears S 85°03'31" E, 26.39 ft. on the Southerly right-of-way line of said Loup Lane to the Northwest corner of Lot 37 of said Subdivision; thence S 10°52'11" W, 279.25 ft. to the Southwest corner of said Lot 37; thence S 87°26'54" W, 246.42 ft.; thence S 22°39'02" W, 284.75 ft.; thence S 78°10'34"W, 96.30 ft.; thence N 14°17'39" W, 409.16 ft.; thence N 28°50'07" E, 131.56 ft.; thence N 36°49'26" E, 182.99 ft.; thence N 55°38'45" E, 105.05 ft.; thence N 47°49'17" E, 97.16 ft. thence N 51°23'40" E, 91.59 ft. to the Southwest Corner of said Lot 38; thence S 71°50'53" E, 260.85 ft. on the Southwest line of said Lot 38 to the point of beginning, containing 6.82 acres more or less.

said owner has caused the above-described real estate to be laid out into the private drive, lots and easements and under the name of Eagle Wood Lake Phase 4 Subdivision, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing a private drive, lots and utility easements belonging to such subdivision, a Plat of which bearing the date of May 20, 2025, and certified by Thomas A. Temel, Registered Land Surveyor, is hereto attached.

Said owner hereby dedicates the use of the private drive for purposes of ingress and egress and a perpetual easement for the installation and maintenance of public or private utilities and across the private drive as set out in said Plat.

IN WITNESS WHEREOF this instrument has been signed by Stuart Gerhold, President of Gerhold, Inc. and hereunto caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GERHOLD, Inc., a Delaware Corporation

---

Stuart Gerhold, President

STATE OF NEBRASKA            )  
                                          : ss.  
COUNTY OF PLATTE            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally came Stuart Gerhold, President of Gerhold, Inc., a Delaware Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer.

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

RESOLUTION NO. 25-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLATTE COUNTY, NEBRASKA TO APPROVE THE PLAT OF THE EAGLE WOOD LAKE PHASE 4 SUBDIVISION, PLATTE COUNTY, NEBRASKA, AND THE SUBDIVISION OF THE ACCRETION TO GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 17 NORTH, RANGE 3 WEST OF THE 6<sup>TH</sup> P.M., PLATTE COUNTY, NEBRASKA.

WHEREAS, GERHOLD, Inc., a Delaware Corporation is the owner of real estate located in the accretion to government Lot 1, Section 16, T17N, R3W of the 6<sup>th</sup> P.M. in Platte County, Nebraska, described as follows:

A tract of land located in the accretion to Government Lot 1, Section 16, T17N, R3W of the 6<sup>th</sup> P.M., Platte County, Nebraska more particularly described as follows: beginning at the Southeast Corner of Lot 38, Eaglewood Lake Phase 3 Subdivision; thence Southwesterly 155.35 ft. on a 1030 ft. radius curve concaved to the Southeast, long chord bears S 22°41'36" W, 155.20 ft. on the Westerly right-of-way line of Loup Lane; thence S 17°03'02" W, 47.53 ft. on the Westerly right-of-way line of said Loup Lane; thence Easterly 26.41 ft. on a 177.00 ft. radius curve concaved to the South, long chord bears S 85°03'31" E, 26.39 ft. on the Southerly right-of-way line of said Loup Lane to the Northwest corner of Lot 37 of said Subdivision; thence S 10°52'11" W, 279.25 ft. to the Southwest corner of said Lot 37; thence S 87°26'54" W, 246.42 ft.; thence S 22°39'02" W, 284.75 ft.; thence S 78°10'34" W, 96.30 ft.; thence N 14°17'39" W, 409.16 ft.; thence N 28°50'07" E, 131.56 ft.; thence N 36°49'26" E, 182.99 ft.; thence N 55°38'45" E, 105.05 ft.; thence N 47°49'17" E, 97.16 ft. thence N 51°23'40" E, 91.59 ft. to the Southwest Corner of said Lot 38; thence S 71°50'53" E, 260.85 ft. on the Southwest line of said Lot 38 to the point of beginning, containing 6.82 acres more or less.

WHEREAS, said owner has laid out said land into lots, a private drive and public or private utility easements under the name of "Eagle Wood Lake Phase 4 Subdivision" and has caused an accurate plat thereof to be made, designating the land so laid out and particularly describing the lots, private roads and utility easements belonging to said subdivision, as provided by law, a copy of which plat is submitted herewith, and

WHEREAS, said owner will execute an instrument of dedication of the private drive and utility easements to the use and benefit of the public as provided by law and as set out and designated on said plat, a copy of which is submitted herewith, and

WHEREAS, said plat has attached thereto a certificate of Thomas A. Tremel, a competent surveyor, dated May 20, 2025, certifying the same as provided by law, and

WHEREAS, the owner, in platting said area will impose covenants, conditions and restrictions against future owners of lots in said subdivision, all of which are fair and reasonable and in the best interest of the future owners, copies of which are submitted herewith, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PLATTE COUNTY, NEBRASKA, that said plat of Eagle Wood Lake Phase 4 Subdivision, certified by Thomas A. Tremel, a competent surveyor, dated May 20, 2025, be and the same hereby is in all things approved; that the lots and private roads, and utility easements and temporary access easements appearing on said plat and described in said Deed of Dedication be approved;

INTRODUCED BY SUPERVISOR \_\_\_\_\_.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk

Once Recorded Return Document To: Clark J. Grant, 1354 27th Ave., Suite 109, Columbus, NE 68601  
EAGLE WOOD LAKE PHASE 4 SUBDIVISION  
RESTRICTIVE COVENANTS AND CONDITIONS

Declarant is the owner of certain parcels of real estate located in the accretion to Government Lot 1, Section 16, Township 17 North, Range 3 West, Platte County, Nebraska, in which Eagle Wood Lake Phase 4 Subdivision is located.

WHEREAS, Declarant desires to provide for the construction of a planned residential area consisting of single family residences, and including, without limitation, open spaces and recreational facilities; and

WHEREAS, Declarant at this time includes in this Declaration and imposes the restrictions upon the common areas and lots of the property described above.

NOW, THEREFORE, Declarant hereby declares the lots of the property described above shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter collectively termed "covenants and restrictions") which are for the purpose of protection the value and desirability of the lots to be developed and sold to third parties located in the accretion to government Lot 1, Section 16 Township 17 North, Range 3 West, Platte County, Nebraska, of which Eagle Wood Lake is located, and which shall run with the real property and be binding on all parties having any right, title or interest in one of the lots described herein, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

Eagle Wood Lake Phase 4 Subdivision perimeter description is as follows below:

A tract of land located in the accretion to Government Lot 1, Section 16, T17N, R3W of the 6<sup>th</sup> P.M., Platte County, Nebraska more particularly described as follows: beginning at the Southeast Corner of Lot 38, Eaglewood Lake Phase 3 Subdivision; thence Southwesterly 155.35 ft. on a 1030 ft. radius curve concaved to the Southeast, long chord bears S 22°41'36" W, 155.20 ft. on the Westerly right-of-way line of Loup Lane; thence S 17°03'02" W, 47.53 ft. on the Westerly right-of-way line of said Loup Lane; thence Easterly 26.41 ft. on a 177.00 ft. radius curve concaved to the South, long chord bears S 85°03'31" E, 26.39 ft. on

the Southerly right-of-way line of said Loup Lane to the Northwest corner of Lot 37 of said Subdivision; thence S 10°52'11" W, 279.25 ft. to the Southwest corner of said Lot 37; thence S 87°26'54" W, 246.42 ft.; thence S 22°39'02" W, 284.75 ft.; thence S 78°10'34"W, 96.30 ft.; thence N 14°17'39" W, 409.16 ft.; thence N 28°50'07" E, 131.56 ft.; thence N 36°49'26" E, 182.99 ft.; thence N 55°38'45" E, 105.05 ft.; thence N 47°49'17" E, 97.16 ft. thence N 51°23'40" E, 91.59 ft. to the Southwest Corner of said Lot 38; thence S 71°50'53" E, 260.85 ft. on the Southwest line of said Lot 38 to the point of beginning, containing 6.82 acres more or less. Now known as Lots 39 through 47, Eagle Wood Lake Phase 4 Subdivision, located in the accretion to Government Lot 1, Section 16, T17N, R3W, Platte County, Nebraska.

#### ARTICLE I. DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following definitions:

1. "Eagle Wood Lake" is the name of the development consisting of Eagle Wood Lake Subdivision and Eagle Wood Lake Phase 4 Subdivision.
2. "Annual Assessment" shall mean the charge levied and assessed each year against each lot, owner or lessee.
3. "Architectural Committee" shall mean the committee of the Association to be created pursuant to Article II, Paragraph 6 below.
4. "Articles" shall mean the Articles of Incorporation of the Association as the same may, from time to time, be amended or supplemented.
5. "Assessment" shall mean an annual assessment or special assessment.
6. "Assessment Lien" shall mean the lien created and imposed by Article III, Paragraph 5.
7. "Association" shall mean Eagle Wood Lake Association, which has been incorporated as a nonprofit Nebraska corporation, its successors and designees.
8. "Board" shall mean the Board of Directors of the Association.
9. "Bylaws" shall mean the bylaws of the Association and any amendments or supplements to such bylaws.
10. "Common Area" shall mean those as designated by the Declarants which includes, but is not limited to the Lake, private roadways and running/hiking trails.
11. "Declarants" shall mean Eagle Wood Lake Association, Inc., its successors and assignees, and Gerhold, Inc., its successor and assignees.

12. “Developer” shall mean Gerhold, Inc.
13. “Dwelling” shall mean any building or portion of a building situated upon a lot designed and intended for use and occupancy as a residence by a single family.
14. “Eagle Wood Lake” shall mean the lake water in the Eagle Wood Lake Association, including the land underlying such lake.
15. “Lot” shall mean any one of Lots in Eagle Wood Lake Phase 4 Subdivision.
16. “Member” shall mean an Owner of a lot in Eagle Wood Lake Subdivision and Eagle Wood Lake Phase 4 Subdivision.
17. “Eagle Wood Lake Association Rules and Regulations” shall mean the rules and regulations adopted by the Board pursuant to Articles II and III.
18. “Owner” shall mean the record owner, whether one or more person or entities, of a fee simple title to any lot.
19. “Properties” shall mean and refer to that certain real property described herein and such additions as may hereafter be brought within the jurisdiction of the Association.

## ARTICLES II. COVENANTS, RESTRICTIONS AND CONDITIONS

In consideration of the mutual benefits to be derived by the lot owners at Eagle Wood Lake and the members of the Association and any purchaser(s), their heirs, devisees, personal representatives and assigns, the Declarants stipulate and agree that any and all Lots of Eagle Wood Lake Phase 4 Subdivision all as surveyed and platted and more particularly described as recorded in the office of the Register of Deeds, Platte County, Nebraska, shall be and are subject to the following protective covenants, restrictions and conditions. All covenants, restrictions and conditions shall run with the land and are as follows:

1. Lots Affect; Use of Lots. All lots in the subdivision shall be known and described as residential lots. No apartment house shall be built on any residential lot, and no basement house shall be built on any residential lot. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one dwelling with an attached garage and one outbuilding, which must be complementary to the design of th house and be within setback limits. No four car garage shall be allowed unless the Architectural Committee approves the plan for appearance. No commercial or business enterprise shall be conducted or operated in the subdivision. Operating a office out of the home shall be allowed.

No residential lot or lots shall be divided or split to create smaller building areas, but residential lots may be combined to establish larger building lots.

The building site elevation shall be as specified and approved by the Architectural Committee.

2. Dwelling Construction and Occupancy. A dwelling must be built on a lot prior to any temporary or permanent structure or boat dock. No dwelling may be built until approved by the Architecture Committee.
3. Garages, and Outbuildings, Temporary Structures. The outbuildings shall be of comparable quality and material to the residence as approved by the Architectural Committee. No building or dwelling house shall be moved into the subdivision and placed upon a residential lot without the approval of the Architectural Committee. No previously constructed home, mobile home or modular home constructed off premises shall be permitted to be moved on a lot without the approval of the Architectural Committee. No trailer, tent, garage, shack or other unsightly outbuilding shall be used as a dwelling at any time, nor shall any structure of a temporary character be used as a dwelling. No metal storage sheds are permitted without the approval of the Architectural Committee
4. Fencing and Lighting. All fencing shall be approved by the Architectural Committee. No chain link fences of any type, except dog kennels as approved by the Architectural Committee. No mercury or sodium vapor lights are allowed on any lot.
5. Lake Retaining Wall. All retaining wall construction and location shall first be approved by the Architectural Committee. The concrete materials used shall be uniform with all lots. The retaining wall shall be constructed within the time limit determined by the Architectural Committee.
6. Architectural Committee. The Board shall appoint an Architectural Committee consisting of three or more representatives. The committee shall consist of a minimum of two lot owners and the Developer. The committee shall have the responsibility for approving building construction, building site elevation, retaining walls and landscaping plans on the lots and the responsibility for maintaining uniform quality in construction. If the Board or its designated committee fails to approve or disapprove any design and location within 75 days following the written submission of the plans and specifications to the Board or the committee, approval will not be required, and this paragraph will be deemed to have been fully complied with. Any additions to or modifications of any existing home shall follow the same procedure as new construction and shall not be commenced until the plans and specifications showing the nature of the addition or modification have been submitted to and approved by the Architecture Committee.
7. Pets. No barns, chicken houses or other buildings for the care and housing of fowl, rabbits or livestock shall be placed, maintained or used on any lot, nor shall any fowl, rabbits or livestock be kept upon any lot. The breeding of animals or keeping of animals for any commercial purpose is not allowed. Pets such as dogs or cats are permitted, but shall be restrained. Complaints by lot owners of barking or destruction caused by pets

may be referred to the Board. Any decision by the Board shall be final and binding on the lot owner.

8. Alteration of Premises. No sod, earth, sand, gravel or trees may be removed to the injury of the value or appearance of any lot nor for any commercial purposes, unless approved by the Architectural Committee. Any elevation change of a lot must be approved by the Architectural Committee.
9. Use for Storage. No unused building materials, junk or rubbish shall be left exposed on any lot except during actual building operations. No adjacent lot shall be used to store building materials or be disturbed in any way without written permission from owner of said lot. No worn out or discarded automobiles, machinery or parts thereof shall be stored on any lot and no portion of the subdivision shall be used for the storage of automobiles, junk piles or the storage of any kind of junk or waste materials. Violators are subject to the ruling and decision of the Board.
10. Utilities; Exposed Aerials and Lines. Certain easements are established for installation and maintenance of utilities, such as easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Association or any of their agents or servants are hereby waived by all of the owners. Service lines for individual residents for all public utility services which are available to a lot from an underground source shall be kept underground. Exposed television aerials shall not be used on any lot, and no radio aerial or apparatus are allowed.
11. Satellite Dishes, Receiving Equipment and Free Standing Yard Equipment. Satellite dishes, disks and receiving equipment approved by the Architecture Committee shall be allowed. All cable television lines shall be underground where available. Any outside fuel tanks and/or appurtenances must be concealed from view of the street and lake by fence or hedges approved by the Architecture Committee.
12. Setback and Elevation Requirements. All buildings in Eagle Wood Lake shall be placed on the lot in accordance with the following setback requirements:

<u>Front</u>	<u>Interior Side</u>	<u>Rear</u>
25'	10'	30'

All such measurements shall be computed from the foundation of the structure to the nearest property line. Driveways may be built within the setbacks if approved by the Architectural Committee.

13. Building Codes. All construction, electrical, plumbing and building shall be so performed to comply with the requirements of the current and future building code and

ordinances of Platte County, Nebraska and said building code is incorporated in these restrictive covenants.

14. Building Requirement: Area Requirements. Each dwelling, garage and outbuilding on each residential lot shall have a roof constructed of shingles or other materials approved in writing by the Architectural Committee. Each residential lot shall have no more than one dwelling thereon, and such dwelling shall meet the following minimum square foot requirements, which minimum square footage shall not includes garages or open porches.
  - a. The finished and enclosed living area of main residential structures, exclusive of porches, breeze ways/lower levels, basements and garages shall not be less than 1,100 square feet for a one story home, not less than 1,400 square feet for a one and one-half story, not less than 1,600 square feet for bi-level, tri-level or two-story homes.
  - b. The minimum livable square footage of any type of dwelling shall be above ground level, and the basement, walkout, or sub-basement of the dwelling shall not be included in computing the minimum livable square footage.
15. Vegetation. The owner of each lot shall be responsible for mowing their lot. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the lot. Native grasses and wild flowers are exempted. There shall be no cottonwood trees planted. All beaches must be maintained and kept clean of weeds, trash and other unsightly objects.
16. Boat Ramp. The boat ramp shall be maintained by the Association.
17. Lake Usage.
  - a. The design, materials, and construction of all boat docks must be approved by the Architectural Committee. One dock per lot may be constructed parallel with the shoreline. No boathouses shall be built on the lakeshore.
  - b. Pumping from the lake is prohibited.
  - c. Disposal of water from a heat and cooling system or any other mechanical devise into the lake is prohibited.
18. Drainage. Site drainage from any lot to the lake and the materials used for such drainage must be approved by the Architectural Committee.
19. Septic/Sewer System. Declarations shall install all septic tanks and initial sewer lines at the time the residence in constructed on each lot. Each residence shall be connected to an approved septic tank sized to meet the NDEQ residential requirements for that residence. Until such time as a community sewer system is constructed. If a community sewer

system is constructed at a future date ordered by the DEQ, each owner is obligated to disengage/remove the septic system and laterals if required and hook up to the community system and to pay the prorated share of the sewer line installed around the perimeter of the lake in an amount as determined by the Association. This assessment shall be exempt from the 10% maximum assessment limitation set forth in Article III 4 of these restrictions.

20. Additional Lots/Common Areas. Declarant reserves the right, without consent or approval of any Owner/Member, to expand the Association by filing subsequent Declarations or amend this Declaration to include additional residential lots/Common Areas (as defined herein) in any new subdivision which is contiguous to any of the Lots (as defined herein). Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee and/or successor in title by recordation with the Register of Deeds of Platte County, Nebraska of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee and/or Declarant's successors in title setting forth the identity of the additional residential lots/Common Areas (hereinafter the "Subsequent Phase Declaration"). Upon the recording of any Subsequent Phase Declaration which expands the residential lots/common areas included in the Association, the additional residential lots/ common areas identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article II and this Declaration, and the Owners of the additional residential lots shall be members of the Association with all the rights, privileges and obligations accorded or accruing to Members of the Association.
21. Future improvements or alterations made on the lots in Eagle Wood Lake shall comply with these covenants.

### ARTICLE III. ORGANIZATION OF ASSOCIATION

1. Formation of Association. The Association shall be a Non-Profit Nebraska Association charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the overall intent of this Declaration. It shall be the responsibility of the corporation to enforce all of the covenants, restrictions and conditions contained in this Declaration.
2. Classes of Voting Membership. The Association shall have one class of voting membership. A lot owner shall have one membership vote per lot.
3. Transfer of Voting Membership. Upon the purchase of a lot within Eagle Wood Lake, said purchaser shall be entitled to one membership vote in the Association. The membership vote shall run with the land and automatically be transferred to any new owner upon the sale or other transfer of any lot in Eagle Wood Lake.

4. Board of Directors/Annual Assessment. A Board consisting of all of the lot owners will be established. The Board shall control, by majority vote, the management and operation of the Association. The Board, in its sole and absolute discretion, may fix the amount of the annual assessment as follows:
  - a. The Board may levy an assessment. An annual assessment increase, if any, may not exceed 10% of the annual assessment for the previous year unless approved by a 2/3rds vote of the members.
  - b. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, repair, replacement and normal maintenance of capital improvements upon the common areas, boat ramp, including fixtures and personal property related thereto. Any assessment shall have the assent of a 2/3rds vote of the members. No special assessment shall be made for payment of an alleged personal injury or other negligent act for which the Association may be liable.
  - c. Both annual and special assessments must be fixed uniformly for all lot owners except that lots owned by the Developer shall not be assessed.
  - d. The assessments levied by the Association shall be used to promote the creation, health, safety and welfare of the residents; to maintain common green areas and roads; to promote and stock fish; to pay for accounting fees, legal fees, insurance for common areas, real estate taxes on common areas and lake, landscape maintenance of common areas, lake maintenance, boat ramp maintenance, road maintenance including snow removal, to enforce the covenants and to preserve the appearance of the development for the benefit of all the residents of the community.
  - e. Notice, quorum and voting requirements of any meeting called for the purpose of taking any action authorized under subparagraphs 2, 3 and 4 shall be governed by the Articles of Incorporation and By-Laws of the Association.
  - f. Any real estate taxes levied and assessed against the Association shall be borne equally and paid by the members of the Association through the annual assessments as described in Article III, Paragraph 4.
5. Payment of Assessments. Each lot owner within Eagle Wood Lake, hereby covenants, and agrees, to pay to the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as provided herein. Annual and special assessments become due within 30 days of issuance of the assessment. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a lien on the land shall be a continuing lien upon the property against which each such assessment is made. Each assessment,

together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Any unpaid assessments shall be a lien on the real estate and may be foreclosed and collected through a court proceeding at law or in equity like a mortgage. Any lot owner delinquent on payment of assessments shall forfeit all lake rights until such delinquency is corrected.

6. Remedies for Violations. If the owner of any lot, or family member of the lot owner, their heirs or assigns, violate any of the covenants, restrictions and conditions set forth in this Declaration, it shall be lawful for any other person or persons owning any real estate in Bow String or the Association to enforce these covenants with proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants.

In addition to the foregoing right, the Association shall have the right to enter onto the property of an owner whenever there has been constructed on the lot any temporary structures, signs, unused parts thereof, weeds, underbrush or other unsightly growth or objects in breach of these restrictions and to abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. If the Association has to remove any objects in breach of these restrictions the cost will be the responsibility of the lot owner and they will be assessed accordingly. The failure to promptly enforce any of the covenants, restrictions or conditions of this Agreement shall not, in any way, be a waiver of their enforcement.

7. Covenant Declared Void. If any of the covenants, restrictions or conditions set forth in this Agreement are declared void by a court of competent jurisdiction, the remaining covenants, restrictions or conditions shall not be affected, but shall remain in full force and effect.
8. Rule and Regulations. The Board and the Architectural Committee reserve the right to make additional covenants, rules and regulations or to modify the covenants, rules and regulations of Eagle Wood Lake.
9. Persons Subject to Restrictions: Modifications. These covenants, restrictions and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of lots for a term of 30 years from the date this instrument is recorded, after which time it shall be automatically extended for successive periods of 10 years. This instrument may be amended or a variance granted during the first 30 year period by an instrument signed by at least 90% of the members and thereafter by an instrument signed by at least 60% of the members. Any amendment to this instrument must be recorded with the Register of Deeds of Platte County, Nebraska.

IN WITNESS WHEREOF, the Declarant has signed this instrument on the date set opposite of each signature.

GERHOLD, Inc., a Delaware Corporation

By: \_\_\_\_\_  
Stuart Gerhold, Its President.

STATE OF NEBRASKA    )  
                                          : ss.  
COUNTY OF PLATTE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Stuart Gerhold, President** of Gerhold, Inc., a Delaware Corporation, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.

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

**EAGLE WOOD LAKE PHASE 4 SUBDIVISION**  
 LOCATED IN THE ACCRETION TO GOVERNMENT LOT 1  
 SECTION 16, T17N, R3W, PLATTE COUNTY, NEBRASKA

**Notes:**

Note 1: This property is shown on Flood Insurance Rate Map, Platte County, Nebraska and incorporated Areas: Map Number: 31141C0275E  
 Effective Date: April 19, 2010  
 Community: Platte County  
 Community Number: 310467  
 Panel: 0275  
 Suffix: E

Note 2: The area identified as Zone X in Lot 39 was removed from Zone A to Zone X on November 20, 2020 per the FEMA Case No. 20-07-1381A.

Note 3: The area identified as Zone X in Lots 40 thru 47 and the inclusive road was removed from Zone A to Zone X on March 14, 2025 per the FEMA Case No. 25-07-0321A.

Note 4: All elevations are reference to NAVD 1988.

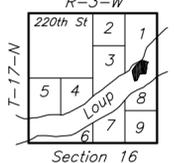
Note 5: All bearings are reference to the Platte County Projection.

Note 6: The drainage from the Lots flows into the Lake.



1" = 60'

Platte County  
Nebraska



Section 16

**Legend**

- Found Monument
- A. 5/8" rebar w/P. Cap
- B. 5/8" rebar perpetuated w/ 1" Iron Pipe
- × Computed Location
- M Measured this Survey
- T Recorded Measurement
- T.A. Tremel, L.S. #455
- P Plat Measurement
- P.O.B. Point of Beginning

**Developers:**

Owner: Gerhold Inc.  
 Developer: Stuart Gerhold  
 P.O. Box 743  
 Columbus, NE 68601-0743  
 Phone: 402-649-5555

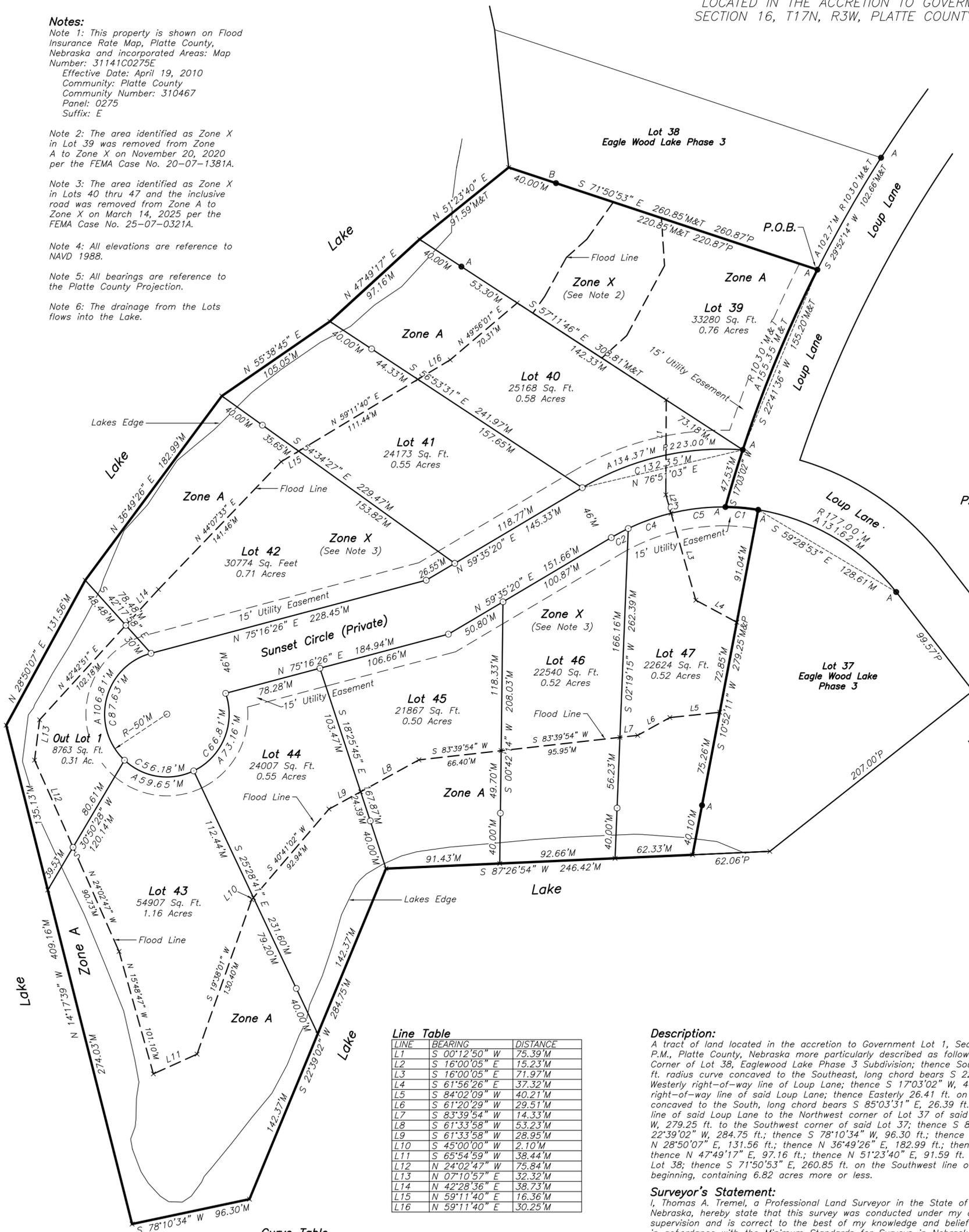
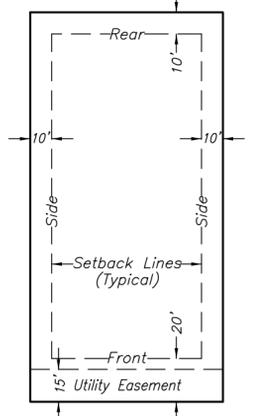
**Surveyor:**

Thomas A. Tremel  
 Tremel Surveying, Inc.  
 1 Driftwood Drive  
 Columbus, NE 68601  
 402-276-3690

**Engineer:**

Merlin Lindahl  
 9271 18th Avenue  
 Columbus, NE 68601  
 402-910-6609

**SETBACK & EASEMENT DETAIL**



**Line Table**

LINE	BEARING	DISTANCE
L1	S 00°12'50" W	75.39'M
L2	S 16°00'05" E	15.23'M
L3	S 16°00'05" E	71.97'M
L4	S 61°56'26" E	37.32'M
L5	S 84°02'09" W	40.21'M
L6	S 61°20'29" W	29.51'M
L7	S 83°39'54" W	14.33'M
L8	S 61°33'58" W	53.23'M
L9	S 61°33'58" W	28.95'M
L10	S 45°00'00" W	2.10'M
L11	S 65°54'59" W	38.44'M
L12	N 24°02'47" W	75.84'M
L13	N 07°10'57" E	32.32'M
L14	N 42°28'36" E	38.73'M
L15	N 59°11'40" E	16.36'M
L16	N 59°11'40" E	30.25'M

**Curve Table**

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	26.41'M	177.00'M	S 85°03'31" E	26.39'M
C2	15.45'M	177.00'M	N 62°05'21" E	15.44'M
C3	80.56'M	177.00'M	N 77°37'41" E	79.87'M
C4	36.51'M	177.00'M	N 70°29'55" E	36.45'M
C5	44.05'M	177.00'M	N 83°32'15" E	43.93'M

**Description:**

A tract of land located in the accretion to Government Lot 1, Section 16, T17N, R3W of the 6th P.M., Platte County, Nebraska more particularly described as follows: beginning at the Southeast Corner of Lot 38, Eaglewood Lake Phase 3 Subdivision; thence Southwesterly 155.35 ft. on a 1030 ft. radius curve concave to the Southeast, long chord bears S 22°41'36" W, 155.20 ft. on the Westerly right-of-way line of Loup Lane; thence S 17°03'02" W, 47.53 ft. on the Westerly right-of-way line of said Loup Lane; thence Easterly 26.41 ft. on a 177.00 ft. radius curve concave to the South, long chord bears S 85°03'31" E, 26.39 ft. on the Southerly right-of-way line of said Loup Lane to the Northwest corner of Lot 37 of said Subdivision; thence S 10°52'11" W, 279.25 ft. to the Southwest corner of said Lot 37; thence S 87°26'54" W, 246.42 ft.; thence S 22°39'02" W, 284.75 ft.; thence S 78°10'34" W, 96.30 ft.; thence N 14°17'39" W, 409.16 ft.; thence N 28°50'07" E, 131.56 ft.; thence N 36°49'26" E, 182.99 ft.; thence N 55°38'45" E, 105.05 ft.; thence N 47°49'17" E, 97.16 ft.; thence N 51°23'40" E, 91.59 ft. to the Southwest Corner of said Lot 38; thence S 71°50'53" E, 260.85 ft. on the Southwest line of said Lot 38 to the point of beginning, containing 6.82 acres more or less.

**Surveyor's Statement:**

I, Thomas A. Tremel, a Professional Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief and is in accordance with the Minimum Standards for Surveys in Nebraska.

*Thomas A. Tremel*  
 Thomas A. Tremel, P.L.S. #455  
 May 20, 2025



**Platte County Board of Supervisors Approval:**

This Preliminary Plat of Eagle Wood Lake, Phase 4 Subdivision, Section 16, T17N, R3W of the 6th P.M., Platte County, Nebraska, was approved by the Platte County Board of Supervisors

Commission on this \_\_\_\_ Day of \_\_\_\_\_, 2025.

Chairman

County Clerk

**FINAL PLAT**

**EAGLE WOOD LAKE PHASE 4 SUBD.**  
**SECTION 16, T17N, R3W**  
**PLATTE COUNTY, NEBRASKA**

TAT DRAWN	TMT SURVEYED	02/11/2025 DATE
--------------	-----------------	--------------------



No. 1 Driftwood Drive - Columbus, NE 68601  
 Phone (402) 563-4589 - Fax (402) 563-3922