

50-904B

V. LOADING AREAS

All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material.

VI. OUTSIDE STORAGE

No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from any public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property. No area outside the confines of a walled building shall be used to display any article of merchandise held for the purpose of resale. No outside storage shall be permitted closer to any street than the building set-back requirement without the prior written approval of the undersigned.

VII. ERECTION OF SIGNS

No owner, lessee, or occupant of land within this Industrial Park shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly connected with his own operations thereon. No flashing signs or lights, revolving beacons, strobe lights or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises. Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

VIII. MAINTENANCE OF UNDEVELOPED AREAS

That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

50-9040

IX. OFFENSIVE USES

No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Oakdale area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation dust, liquid waste, smoke or noise.

X. ZONING AND BUILDING REGULATIONS

In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the Zoning and Building Ordinances of the governmental entities having jurisdiction shall apply throughout the Industrial Park except as such may be modified by duly constituted authority.

XI. APPROVAL OF PLANS

No improvements, alternations, or signs not attached to a building shall be constructed on any of the premises until final plans and specifications for said construction have been approved by the undersigned. The plans and specifications shall contain in detail at least each of the following items: A complete plot plan; a grading and surface drainage plan; a detail of all exterior elevations of the buildings showing all building materials to be used in completion of said construction; a detailed landscaping plan; a sidewalk and paving plan, showing all drives and individual parking spaces; a designation of outside storage areas and detail or proposed screening of same. In the event that the Campbell Soup Company shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

XII. COMPLIANCE WITH GOVERNMENT REGULATIONS, ETC.

The owner of any site or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and policy requirements and regulations, and any owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the lawn area required by Paragraph 2 hereof,

50-9242

then, and only then, the Campbell Soup Company shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.

XIII. EXCEPTIONS OR MODIFICATIONS

The Campbell Soup Company shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant.

XIV. DURATION

These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 1999, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations or both.

XV. SEVERABILITY

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.

These covenants shall apply to only the property above described within Oakdale Park.

Dated this 15th day of November, 1977.

CAMPBELL SOUP COMPANY, a New Jersey corporation
By *[Signature]*
Vice President



50-904E

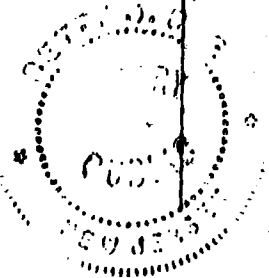
STATE OF NEW JERSEY)
) SS
COUNTY OF CAMDEN)

On this 15th day of December, 1977, before me, the undersigned, a Notary Public in and for said County, personally came J. R. Schmidt of Campbell Soup Company, to me known to be the Mr. J. R. Schmidt and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Campbell Soup Company.

WITNESS my hand and Notarial Seal at Camden New Jersey, in said County the day and year last above written.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF NEW JERSEY
My Comm. Expires on _____



IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

In the Matter of the Petition of Sanitary and Improvement District No. 124 of Douglas County, Nebraska, to acquire easement across lands in Sarpy County, Nebraska, by eminent domain, for the purpose of sanitary outlet sewer line.

DOC. NO. PAGE

SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, a Public Corporation,

Comdemner,

VS.

RETURN OF APPRAISERS

JOE F. NEUVIRTH, EMELIE F. NEUVIRTH; THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a Corporation; FRED H. PETERS, ANNIE PETERS; FRANKLIN PETERS; ARLENE E. PETERS; E. A. FRICKE; JAMES G. WALLACE, DOROTHY H. WALLACE;

Condemnees.

TO THE HONORABLE ORVILLE ENTENMAN, COUNTY JUDGE:

We, the undersigned appraisers, do hereby certify that under

and by virtue of an Order of Appointment of Appraisers duly served on us by J. A. Little, Sheriff or Deputy-Sheriff of Sarpy County, Nebraska, on the 27th day of July, 1966, and after having taken

and filed the oath of appraisers, we did carefully inspect and view the property of the condemnees allegedly damaged thereby, and did hear all parties interested therein in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described, and thereafter did assess the damages that the condemnees have sustained, or will sustain, by such appropriation of the property herein described for Sanitary and Improvement District purposes, to-wit: a permanent easement and a temporary construction easement for the construction of

a sanitary outlet sewer line to the treatment plant now in existence in

FILED FOR RECORD IN SARPY COUNTY NEBR. July 20, 1966 AT 2 O'CLOCK P.M.
AND RECORDED IN BOOK 54 OF Line PAGE 534 Official Book REGISTER OF DEEDS
LAW OFFICES OF BOYLE AND HETZNER 908-11 SERVICE LIFE BUILDING - OMAHA

6193

Parcel No. 2

~~JOSEPH OWENERS~~ ~~JOSEPH NEUWIRTH and DAVID E. NEUWIRTH, husband and wife~~

The Prudential Insurance Company of America

Description of Parcel:

Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska.

Description of Easement:

A 20-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at a point which is the Southeast corner of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska; thence, North 89° 47' 10" West (assumed bearing) a distance of 387.15 feet; thence, North 53° 42' 15" West, a distance of 1981.74 feet to the point of beginning; thence, North 52° 47' 19" East, a distance of 350.00 feet; thence, North 35° 52' 53" East a distance of 300 feet; thence, North 9° 23' 08" West, a distance of 650.0 feet; thence, North 38° 29' 45" West a distance of 351.40 feet; thence, North 16° 22' 08" West a distance of 158.73 feet to a point on the North line of the Southeast Quarter of said Section 17-14-12, Sarpy County, Nebraska; and

thence 30-foot wide temporary construction easement the westerly boundary of which lies 30 feet westerly of and parallel to the above described line, and the easterly boundary of which lies 50 feet easterly of and parallel to the above described line.

Parcel No. 2

LESSOR OWNERS: Fred H. Peters and Annie Peters, husband and wife, as joint tenants,

Grantees:

Franklin Peters and Arlene Peters

Description of Parcel:

South Half of Northeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska.

Description of Easement:

A 20-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at a point which is the East Quarter corner of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska; thence, North 89° 41' 50" West (assumed bearing) a distance of 1839.11 feet to the point of beginning; thence, North 16° 22' 08" West a distance of 411.27 feet; thence, North 10° 53' 16" West a distance of 450.0 feet; thence, North 11° 32' 14" West a distance of 450.0 feet; thence, North 7° 01' 12" West to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 17-14-12, Sarpy County, Nebraska; and

thence 30-foot wide temporary construction easement the westerly boundary of which lies 30 feet westerly of and parallel to the above described line, and the easterly boundary of which lies 50 feet easterly of and parallel to the above described line.

Parcel No. 3

RECORD OWNER: E. A. FRISKE
James C. Wallace and Dorothy H. Wallace

Description of Parcel: North Half, Northeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska

Description of Easement: A 20-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at a point which is the Northwest corner of the Northeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska; thence, South 89° 40' 30" East (assumed bearing) a distance of 485.20 feet to the point of beginning; thence, South 4° 42' 05" West, a distance of 34.89 feet; thence, South 5° 44' 20" West a distance of 450.00 feet; thence, South 3° 11' 05" East, a distance of 450.0 feet; thence, South 7° 01' 12" East to a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 17-14-12, Sarpy County, Nebraska; and
a 20-foot wide temporary construction easement the westerly boundary of which lies 30 feet westerly of and parallel to the above-described line, and the easterly boundary of which lies 50 feet easterly of and parallel to the above-described line.

36-534

NOW, THEREFORE, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property of any interest therein described for the sanitary sewer purposes of Sanitary and Improvement District No. 124 of Douglas County, Nebraska, in the amount of:

- To: Joe F. Neuvirth and Emmette F. Neuvirth, husband and wife, as joint tenants; \$ 2561 ⁴⁰/₁₀₀
- The Prudential Insurance Company of America, a corporation. \$ —
- Fred H. Peters and Annie Peters, husband and wife, as joint tenants. \$ 1832 ⁴⁹/₁₀₀
- Franklin Peters and Arlene Peters, tenants. \$ 113 ⁷⁵/₁₀₀
- L. A. Stricke \$ 1860 ¹²/₁₀₀
- James C. Wallace and Dorothy H. Wallace, tenants. \$ 185 ²⁵/₁₀₀

All of which is respectfully submitted.

DATED this 19th day of May, 1966.

W. H. Miller

Joseph F. Meyer

SUBSCRIBED and sworn to before me this 19th day of May, 1966.

SEAL Joseph F. Meyer
County Judge

36-540

PUBLISHED THIS FIRST

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA

(Certified Copy of Record)

STATE OF NEBRASKA
County of Sarpy

I, Orville Entenman, Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

RETURN OF APPRAISERS

SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, a public corporation

Condemner

vs

JOE F. NEUVIRTH, EMELIE F. NEUVIRTH;
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation; FRED H. PETERS, ANNIE PETERS, FRANKLIN PETERS, AILENE E. PETERS; E. A. FRICKE; JAMES C. WALLACE, DOROTHY H. WALLACE;

Condemnees

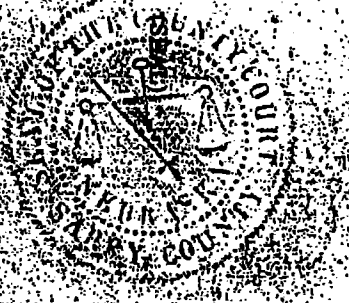
Doc. M2 Page 137 No. 313

with the original records, thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 20 day of May, A.D., 1966

Orville Entenman
Judge of the County Court

By *Michael J. [Signature]*
Clerk of the County Court



FILED FOR RECORD 12-18-73 AT 8:11 A.M. IN BOOK 116 OF PLAT (Book) REGISTER OF DEEDS, SARPY COUNTY, NEB. 24 25
PAGE 761 Carl & Hilda
OAKDALE PARK
AMENDED PROTECTIVE COVENANTS
KNOW ALL MEN BY THESE PRESENTS:
THAT WHEREAS, the undersigned is the record owner of the following described real estate situated in Sarpy County, Nebraska, to-wit:
Lots 2 through 26, Oakdale Park, a platted and recorded subdivision located in the Northwest one quarter of the Northwest one quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M. and a tract of land also located therein, beginning at the Northeast corner of Lot 26 of said Oakdale Park; thence South 89°42'54" East (assumed bearing) along a line 50.00 feet South of and parallel to the North line of said Section 16 a distance of 522.61 feet to a point on the East line of said Northwest one quarter of the Northwest one quarter of Section 16; thence South 00°06'28" East along said East line a distance of 304.97 feet; thence South 89°45'54" West a distance of 521.91 feet to a point on the East line of Lot 25, Oakdale Park; thence North 00°14'06" West, along the East line of Lots 25 and 26, Oakdale Park, a distance of 309.71 feet to the point of beginning (3.684 acres); and that part of the Southeast Quarter of Section 17 lying Northerly of the Burlington Northern Railroad Right of Way and the Northeast Quarter of Section 17 all in Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.
and
WHEREAS, certain protective covenants have been previously filed in Book 44, Page 533 of the Miscellaneous Records in the Office of the Register of Deeds in Sarpy County, Nebraska, covering said property in Oakdale Park; and
WHEREAS, Owner is desirous of altering and amending said covenants on the above-described real estate.
NOW, THEREFORE, the following amended protective covenants are hereby placed on said real estate, which amended protective covenants do hereby supersede said protective covenants heretofore filed by the undersigned Owner on the above-described property.

46-761

Expired
1-1-79

Sec # 032991 ✓

46-7617

OARDALE PARK
AMENDED PROTECTIVE COVENANTS

I. LIMITATIONS AS TO TYPE OF CONSTRUCTION

All buildings erected on properties, except ancillary buildings, shall be of approved masonry construction such as brick, stone, painted concrete block or architectural concrete over a steel or concrete frame, excepting that exterior walls that face interior lot lines may be of painted metal or painted asbestos material from a point 20 feet back of the required masonry wall.

Ancillary buildings may be of painted metal or painted asbestos wall construction if screened from peripheral streets by other buildings, trees or shrubs properly planted and maintained. Otherwise, the same construction standards as required in the first paragraph of this Article I shall apply. Except no painted concrete block will be allowed on the facade of any buildings facing 108th Street or Harrison Street.

II. BUILDING SET-BACKS

There shall be a minimum front yard set-back of 75 feet from any street and a minimum side yard and rear yard set-back of 25 feet from the respective lot line or 75 feet from any street.

The front yard and all other landscaped areas including that area between the street paving and the property line shall be planted with grass and properly maintained as a lawn area except that part used for driveways or parking, provided, however, that no part thereof may be so used for driveways or parking without the prior written approval of the Campbell Soup Company. Parking shall not be permitted between public street pavements and a property line or closer than 75 feet from the street property line of 108th Street or Harrison Street, or closer than twelve (12) feet to the street property line of all other streets.

The minimum distance between any two buildings on the same tract shall be 20 feet.

461 761B

III. LIMITATIONS AS TO PERCENTAGE OF LAND COVERED BY BUILDINGS

The total coverage of buildings and structures, including docking and loading platforms, shall not exceed sixty (60) percent of the area of each individual tract.

IV. PARKING FACILITIES

All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall equal at least forty (40) percent of the number of employees engaged at any one time in the business or industry conducted on each individual tract. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with a suitable dustless material.

V. LOADING AREAS

All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material. No loading areas shall be constructed facing any public street or highway without the prior written approval of the undersigned. However, in no event, shall a loading area face 108th Street or Harrison Street.

VI. OUTSIDE STORAGE

No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from any public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property. No area outside the confines of a walled building shall be used to display any article of merchandise held for the purpose of resale. No outside storage shall be permitted closer to any street than the building setback requirement without the prior written approval of the undersigned.

46-761e

VII. ERECTION OF SIGNS

No owner, lessee, or occupant of land within this Industrial Park shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly connected with his own operations thereon. No flashing signs or lights, revealing beacons, strobe lights or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises. Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

VIII. MAINTENANCE OF UNDEVELOPED AREAS

That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

IX. OFFENSIVE USES

No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Oakdale area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation dust, liquid waste, smoke or noise.

X. ZONING AND BUILDING REGULATIONS

In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the zoning and Building Ordinances of the governmental entities having jurisdiction shall apply throughout the Industrial Park except as such may be modified by duly constituted authority.

46 - 761D

XI. APPROVAL OF PLANS

No improvements, alterations, or signs not attached to a building shall be constructed on any of the premises until final plans and specifications for said construction have been approved by the undersigned. The plans and specifications shall contain in detail at least each of the following items: A complete plot plan; a grading and surface drainage plan; a detail of all exterior elevations of the buildings showing all building materials to be used in completion of said construction; a detailed landscaping plan; a sidewalk and paving plan, showing all drives and individual parking spaces; a designation of outside storage areas and detail or proposed screening of same. In the event that the Campbell Soup Company shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

XII. COMPLIANCE WITH GOVERNMENT REGULATIONS, ETC.

The owner of any site or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and any owner will remove at his or its own expense any rubbish or any character whatsoever which may accumulate on said site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the lawn area required by Paragraph 2 hereof, then, and only then, the Campbell Soup Company shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.

XIII. EXCEPTIONS OR MODIFICATIONS

The Campbell Soup Company shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant.

46-1017

XIV. DURATION

These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 1999, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations or both.

XV. SEVERABILITY

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.

These covenants shall apply to only the property above described within Oakdale Park.

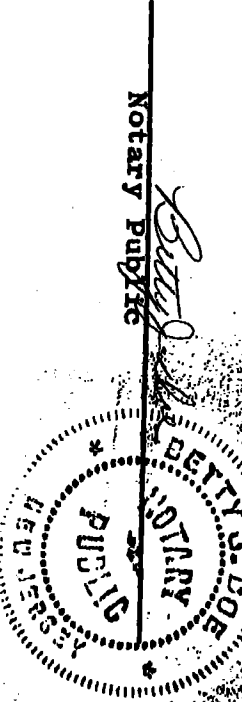
CAMPBELL SOUP COMPANY, a New Jersey Corporation,

By [Signature]
Director of Industrial Research

STATE OF NEW JERSEY)
COUNTY OF (Camden)) ss.

On this 14th day of December, 1973, before me, the undersigned, a Notary Public in and for said County, personally came [Signature], who is Director of Industrial Research of Campbell Soup Company, to me known to be the Director of Industrial Research and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Campbell Soup Company.

WITNESS my hand and Notarial Seal at [Signature] New Jersey, in said County the day and year last above written.



My Commission Expires July 19, 1975

88-00476
Original
Robert D. Dulla

BEFORE THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA

COUNTY OF SARPY,) DOC. #14 PAGE 41

Condemnor,

vs.

JOSEPH R. McDERMOTT and
ADA B. McDERMOTT, HUSBAND AND WIFE

Condemnees.

RETURN OF APPRAISERS

TO THE HONORABLE ALBERT WAISH, COUNTY JUDGE, SARPY COUNTY, NEBRASKA:

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us by

Lloyd Glassman, Sheriff of Deputy Sheriff of Sarpy County,

Nebraska, on the _____ day of _____, 1987, and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein, sought to be appropriated by the County of Sarpy, and also other property of the condemnees alleged damaged thereby and did hear all parties interested therein in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described and thereafter did assess the damages that the condemnees have sustained or will sustain by such appropriation of the property herein described for County Highway purposes and also damage to such property of the condemnees as in our opinion was damaged by the appropriation of the property herein described:

FILED
INSTRUMENT NUMBER
88-00476
1988 JAN 15 AM 7:55
REGISTER OF DEEDS

00476 ✓

FILED
SARPY COUNTY COURT
JAN 23 AM 9:40

88-004764

NOW, THEREFORE, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for County highway purposes by the county of Sarpy, in the amount of:

TO: \$ 7,750.00

All of which is hereby respectfully submitted.

DATED this 23 day of December, 1987.

[Signature]
[Signature]
APPRAISERS

SUBSCRIBED and SWORN to before me this 23rd day of December, 1987.

[Signature]
Notary Public

88-00476C

STATE OF NEBRASKA }
COUNTY OF SARPY } SS.

Docket M4 Page 41

I, the Judge of the County Court in and for said county, do hereby certify that I have compared the foregoing copies of 9 pages pages, with the original thereof now remaining on file and of record in this Court, and that the same is a correct transcript therefrom, and of the whole of such original.

Dated 12/21/87 A. E. Neel County Judge

SEAL By [Signature] Clerk of the County Court



NOW, THEREFORE, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for County highway purposes by the county of Sarpy, in the amount of:

TO: \$ 95,170.00

All of which is hereby respectfully submitted.

DATED this 23rd day of December, 1987.

[Signature]
[Signature]
APPRAISERS

SUBSCRIBED and SWORN to before me this 23rd day of December, 1987.

[Signature]
Notary Public

POOR COPY FILED

88-00476E

TRACT 26

PARCEL B

UNECONOMIC REMNANT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S. 02° 36' 38" E. (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 626.22 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD BEING THE POINT OF BEGINNING; THENCE S. 42° 59' 26" E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, 274.47 FEET; THENCE S. 55° 13' 29" N., 171.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 120TH STREET; THENCE N. 02° 36' 38" W. ALONG SAID EAST RIGHT-OF-WAY LINE, 49.66 FEET; THENCE N. 45° 31' 14" W. ALONG SAID RIGHT-OF-WAY, 48.47 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4; THENCE N. 02° 36' 38" W. ALONG SAID WEST LINE, 214.99 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25,965 SQUARE FEET (0.60 ACRES) MORE OR LESS.

TRACT 26

PARCEL C

TEMPORARY EASEMENT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S. 02° 36' 38" E. (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 626.22 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S. 42° 59' 26" E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 375.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 42° 59' 26" E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 131.25 FEET; THENCE S. 55° 42' 07" W., 201.83 FEET; THENCE N. 12° 00' 34" E., 21.71 FEET; THENCE N. 42° 59' 26" W., 114.53 FEET; THENCE N. 55° 13' 29" E., 183.62 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 23,846 SQUARE FEET (0.55 ACRES) MORE OR LESS.

88-00476 F

BEFORE THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA

COUNTY OF SARPY,

) DOC. *MF* PAGE *41 R*

Condemner,

vs.

PETITION FOR APPOINTMENT
OF APPRAISERS

K.V. CORPORATION, A NEBRASKA CORPORATION)
BANK OF COMMERCE TRUST AND SAVING'S ASSN.)

Condemnees.)

TO THE HONORABLE ALBERT WALSH, COUNTY JUDGE OF SARPY COUNTY, NEBRASKA:

COMES NOW your Petitioner, the County of Sarpy, and respectfully shows that it is in the process of constructing a highway, which when completed, will become a part of the County Highway system.

Your petitioner further states:

- 1) That it is necessary in the construction of said highway that fee simple title, temporary and permanent easements to certain property owned by the condemnees be secured for County highway purposes, in accordance with the locations hereinafter described in paragraph 3 in this petition.
- 2) That your petition, prior to the filing of the within proceeding, did attempt to agree with the condemnees by making a good faith offer to purchase such interest in the property as set forth in paragraph 3 in this petition and a reasonable attempt to induce the condemnees to accept such offer, but that your petitioner and the said condemnees failed to agree.
- 3) That the extent and nature of the property or interest therein required for the said County highway purpose is described as follows:

FILED
SARPY COUNTY COURT
1937 NOV 12 AM 11:04

88-004766

TRACT 24
PARCEL A

LAND ACQUISITION - CONTROLLED ACCESS

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE S. 02° 31' 36" E. (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 33.00 FEET TO THE POINT OF BEGINNING; THENCE N. 87° 08' 22" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET, 543.82 FEET; THENCE SOUTHEASTERLY ON A 813.94 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING S. 66° 57' 41" E., CHORD LENGTH = 54.58 FEET) AN ARC LENGTH OF 54.59 FEET; THENCE S. 58° 05' 40" E., 288.73 FEET; THENCE S. 54° 32' 24" E., 849.13 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE S. 45° 14' 22" W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 101.48 FEET; THENCE N. 54° 32' 24" W., 831.90 FEET; THENCE N. 57° 58' 47" W., 270.44 FEET; THENCE NORTHWESTERLY ON A 713.94 RADIUS CURVE TO THE LEFT (CHORD BEARING N. 73° 42' 07" W., CHORD LENGTH = 215.05 FEET) AN ARC LENGTH OF 215.87 FEET; THENCE N. 89° 25' 26" W., 270.44 FEET; THENCE S. 87° 08' 11" W., 73.31 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4; THENCE N. 02° 31' 56" W. ALONG SAID WEST LINE, 25.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 139,897 SQUARE FEET (3.21 ACRES) MORE OR LESS.

TRACT 24
PARCEL B

LAND ACQUISITION - UNCONTROLLED ACCESS

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE N. 87° 08' 22" E. (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 543.63 FEET; THENCE S. 02° 51' 38" E., 33.00 FEET TO THE POINT OF BEGINNING; THENCE N. 87° 08' 22" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET, 110.00 FEET; THENCE S. 58° 23' 55" E., 199.63 FEET; THENCE S. 59° 21' 46" E., 107.05 FEET; THENCE S. 59° 40' 58" E., 100.40 FEET; THENCE S. 66° 56' 51" E., 102.39 FEET; THENCE S. 59° 06' 50" E., 100.32 FEET; THENCE S. 63° 37' 49" E., 101.27 FEET; THENCE S. 64° 44' 38" E., 101.61 FEET; THENCE S. 64° 11' 17" E., 101.44 FEET; THENCE S. 61° 56' 49" E., 100.84 FEET; THENCE S. 59° 10' 43" E., 128.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE S. 45° 14' 22" W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 177.00 FEET; THENCE N. 54° 32' 24" W., 849.13 FEET; THENCE N. 58° 05' 40" W., 288.73 FEET; THENCE NORTHWESTERLY ON A 813.94 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING N. 66° 57' 41" W., CHORD LENGTH = 54.58 FEET) AN ARC LENGTH OF 54.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 115,938 SQUARE FEET (2.66 ACRES) MORE OR LESS.

88-00476 H

TRACT 24
PARCEL C

LAND ACQUISITION - NON-CONTROLLED ACCESS

A PARCEL OF LAND LYING IN THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE N. 87° 08' 22" E. (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST ¼, 342.93 FEET; THENCE S. 02° 51' 38" E., 74.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A 713.94 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING S. 73° 42' 07" E., CHORD LENGTH = 215.05 FEET) AN ARC LENGTH OF 215.87 FEET; THENCE S. 57° 58' 47" E., 270.44 FEET; THENCE S. 54° 32' 24" E., 831.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE S. 45° 14' 22" W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 175.00 FEET; THENCE N. 71° 20' 01" W., 53.80 FEET; THENCE N. 48° 15' 46" W., 100.60 FEET; THENCE N. 50° 32' 09" W., 100.25 FEET; THENCE N. 29° 50' 15" W., 220.15 FEET; THENCE N. 55° 41' 09" W., 100.02 FEET; THENCE N. 52° 49' 18" W., 200.09 FEET; THENCE N. 57° 23' 00" W., 100.79 FEET; THENCE N. 36° 21' 51" W., 212.84 FEET; THENCE N. 75° 58' 52" W., 73.58 FEET; THENCE N. 71° 47' 20" W., 159.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 112,430 SQUARE FEET (2.58 ACRES) MORE OR LESS.

TRACT 24
PARCEL D

TEMPORARY EASEMENT

A PARCEL OF LAND LYING THE THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE S. 02° 31' 56" E. (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NORTHEAST ¼, 58.50 FEET TO THE POINT OF BEGINNING; THENCE N. 87° 08' 11" E., 73.31 FEET; THENCE S. 89° 25' 26" E., 260.44 FEET; THENCE S. 72° 44' 50" W., 247.78 FEET; THENCE N. 81° 43' 41" W., 75.08 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ¼; THENCE N. 02° 31' 56" W. ALONG SAID WEST LINE, 61.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,174 SQUARE FEET (0.33 ACRES) MORE OR LESS.

PARCEL E
TEMPORARY EASEMENT

88-00476 E

A PARCEL OF LAND LYING IN THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH T.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS, FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE N. 87° 08' 22" E. (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST ¼, 330.00 FEET; THENCE S. 02° 51' 38" E., 74.28 FEET TO THE POINT OF BEGINNING; THENCE S. 89° 03' 10" E., 12.94 FEET; THENCE S. 71° 47' 20" E., 159.54 FEET; THENCE S. 75° 58' 52" E., 73.58 FEET; THENCE S. 36° 21' 51" E., 212.84 FEET; THENCE S. 57° 23' 00" E., 100.79 FEET; THENCE S. 52° 49' 18" E., 200.09 FEET; THENCE S. 55° 41' 09" E., 100.02 FEET; THENCE S. 29° 50' 15" E., 220.15 FEET; THENCE S. 50° 32' 09" E., 100.25 FEET; THENCE S. 48° 15' 46" E., 100.60 FEET; THENCE S. 71° 20' 01" E., 53.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE S. 45° 14' 22" W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 10.00 FEET; THENCE N. 72° 01' 29" W., 52.22 FEET; THENCE N. 49° 23' 50" W., 200.81 FEET; THENCE N. 29° 50' 15" W., 220.15 FEET; THENCE N. 55° 41' 09" W., 100.02 FEET; THENCE N. 52° 49' 18" W., 200.09 FEET; THENCE N. 57° 23' 00" W., 100.79 FEET; THENCE N. 36° 11' 57" W., 211.39 FEET; THENCE N. 76° 06' 50" W., 72.57 FEET; THENCE N. 69° 52' 06" W., 171.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,562 SQUARE FEET (0.29 ACRES) MORE OR LESS.

PARCEL F
TEMPORARY EASEMENT

A PARCEL OF LAND LYING IN THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NO RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE S. 87° 08' 22" W. (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST ¼, 797.75 FEET; THENCE S. 02° 51' 38" E., 76.85 FEET TO THE POINT OF BEGINNING; THENCE S. 45° 31' 13" E., 13.99 FEET; THENCE S. 88° 51' 28" W., 338.00 FEET; THENCE N. 84° 53' 28" W., 100.98 FEET; THENCE S. 08° 34' 09" W., 400.01 FEET; THENCE S. 86° 22' 35" W., 97.68 FEET; THENCE S. 49° 39' 57" W., 114.66 FEET; THENCE S. 56° 46' 49" E., 205.61 FEET; THENCE S. 66° 56' 51" E., 102.39 FEET; THENCE S. 59° 06' 50" E., 100.32 FEET; THENCE S. 63° 37' 49" E., 405.09 FEET; THENCE S. 59° 03' 17" E., 130.63 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE S. 45° 14' 22" W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 10.00 FEET; THENCE N. 59° 10' 43" W., 128.95 FEET; THENCE N. 61° 56' 49" W., 100.84 FEET; THENCE N. 64° 11' 17" W., 101.44 FEET; THENCE N. 64° 44' 38" W., 101.61 FEET; THENCE N. 63° 37' 49" W., 101.27 FEET; THENCE N. 59° 06' 50" W., 100.32 FEET; THENCE N. 66° 56' 51" W., 102.39 FEET; THENCE N. 59° 40' 58" W., 100.40 FEET; THENCE N. 59° 21' 46" W., 107.05 FEET; THENCE N. 26° 08' 33" W., 25.07 FEET; THENCE N. 41° 03' 31" E., 45.52 FEET; THENCE N. 61° 58' 12" E., 91.34 FEET; THENCE N. 86° 22' 35" E., 97.68 FEET; THENCE N. 87° 34' 09" E., 400.01 FEET; THENCE S. 84° 53' 28" E., 100.98 FEET; THENCE N. 88° 51' 28" E., 328.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,622 SQUARE FEET (0.29 ACRES) MORE OR LESS.

88-00476 J

TRACT 24
PARCEL C

PERMANENT EASEMENT

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE N. 87° 08' 22" E. (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 653.63 FEET; THENCE S. 02° 51' 34" E., 33.00 FEET TO THE POINT OF BEGINNING; THENCE N. 87° 08' 22" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET, 1,154.56 FEET; THENCE S. 45° 31' 13" E. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 120TH STREET, 59.63 FEET; THENCE S. 88° 51' 28" W., 328.52 FEET; THENCE N. 84° 53' 28" W., 100.98 FEET; THENCE S. 87° 34' 09" W., 400.01 FEET; THENCE S. 86° 22' 35" W., 97.68 FEET; THENCE S. 61° 58' 12" W., 91.34 FEET; THENCE S. 41° 03' 31" W., 45.52 FEET; THENCE S. 26° 08' 33" E., 25.07 FEET; THENCE N. 58° 23' 55" W., 199.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 37,451 SQUARE FEET (0.86 ACRES) MORE OR LESS.

THEREFORE, in accordance with the provisions of Chapter 39, Article 13, R.R.S., 1963, and Section 76-704 to 76-724, inclusive, R.R.S. 1943, your petitioner prays that you, as County Judge of Sarpy County, Nebraska, select as appraisers three (3) disinterested freeholders from Sarpy County who are not interested in a like question, and direct the sheriff to summons said three (3) disinterested freeholders whose duty it shall be to carefully inspect and view the above described property, who shall hear all parties interested therein when they are so inspecting and viewing said property, who will thereafter assess the damages which the condemnees will sustain by reason of the aforementioned appropriation for County highway purposes, and who thereafter shall make and file a report thereof in writing to you, as County Judge of Sarpy County, Nebraska.

DATED this 25th day of October, 1987.

COUNTY OF SARPY,

PATRICK KESLY, County Attorney

BY Patrick Kesly

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
97 015024
97 APR 18 AM 10:22
Lloyd J. Dowding
REGISTER OF DEEDS

9715024
Counter AD
Verify: AD
DE: AD
Proof: AD
Fee: 51.00
CK X 50.50
Cash X
Change X 50 HTS

THIS PAGE ADDED FOR
RECORDING
INFORMATION.

LLOYD J. DOWDING
SAPPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109
PAPILLION, NEBRASKA 68046-2895

97-15024A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND COMMON DRIVE EASEMENT

This Declaration of Covenants, Conditions, Restrictions and Common Drive Easement ("Declaration") is made this 18 day of July, 1997, by DILLON REAL ESTATE CO., INC. ("Dillon").

PRELIMINARY STATEMENT

This Declaration is made with respect to the following facts:

RECITALS:

A. Dillon is the owner of Lot 12, Brook Valley Business Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("Parcel A"), and Lot 13, Brook Valley Business Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, except the South 157.00 feet thereof ("Parcel B").

B. Dillon desires to establish for its own benefit and for the mutual benefit of all future Owners (as defined below) and Occupants (as defined below) of Parcel B certain easements, privileges, covenants, terms, conditions, restrictions, and rights in, under, over and upon Parcel A.

C. In order to ensure proper use and development and improvement of Parcel A and Parcel B in accordance with this Declaration, it is further intended that this Declaration shall be recorded with the Sarpy County Register of Deeds in the appropriate book and location and shall run with the land.

DECLARATION

NOW, THEREFORE, Dillon, in furtherance of and for the purposes set forth above, declares as follows:

1. Definitions. Whenever used in this Declaration, unless the context otherwise requires, the following terms shall have the following definitions:

- a. "Access Easement Area" means the area generally depicted by cross-hatch and legally described on the attached Exhibit "A".
- b. "Building" means any structure constructed upon a Parcel, including any repairs, additions, alterations, or betterments thereto or replacements thereof.
- c. "Declaration" means this instrument as amended from time to time, including all Exhibits attached to this instrument.

97-1502413

- d. "Gross Annual Sales" means the annual aggregate of gross receipts among any operations conducted by the Owner or an Occupant of a Parcel.
- e. "Mortgage" means any instrument recorded or filed in the Records encumbering all or any portion of a Parcel as security for the performance of an obligation given in good faith and for valuable consideration which is not a fraudulent conveyance under Nebraska law, including a deed of trust. "Mortgagee" means the holder of an indebtedness or obligation secured by a Mortgage, including a trustee and beneficiary under a deed of trust. "Mortgagor" means the party executing a mortgage.
- f. "Occupant" means any Person, other than an Owner, rightfully present on, or in rightful possession of any Property including the tenants of an Owner and the agents, employees, customers, contractors, subcontractors, licensees or invitees of an Owner or its tenants.
- g. "Owner" means the owner of Record, whether one or more Persons, of the fee simple title to any Parcel (including any Person acquiring such title as a consequence of any foreclosure or other proceeding in connection with a Mortgage) and any purchaser of fee simple title to a Parcel under a land contract of Record, but does not mean a Mortgagee or a seller under a land contract of Record.
- h. "Parcel(s)" means any one (more than one) of Parcel A or Parcel B.
- i. "Person" means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real property.
- j. "Records" means the official records of the Register of Deeds of Sarpy County, Nebraska.
- 2. Easements.
 - a. Ingress, Egress and Passage. There is hereby reserved in favor of the Owners of Parcel B for their respective use and the use by their respective Occupants, in common with all others entitled to use the same, a non-exclusive easement to (i) use the Access Easement Area, free of charge, for ingress, egress, and passage of vehicular and pedestrian traffic and (ii) place thereupon such lighting and signage as may be appropriate in the reasonable discretion of the Owner of Parcel B. No fence or similar barrier shall be constructed or installed along or across the Access Easement Area which would

97-15024c

unreasonably impede the use of the Access Easement Area. This Declaration does not grant or reserve in favor of the Owners, Occupants or anyone the right to park vehicles on the Access Easement Area. In the event, and notwithstanding that Parcel A shall then be improved to any extent, that this Declaration is invalidated by operation of law or otherwise (as finally determined by any court of competent jurisdiction) or if any portion of the Access Easement Area is acquired through the use of the power of eminent domain (whether inverse or direct) so as to materially affect its use for the intended purpose of this paragraph 2(a), as shall be reasonably determined by the Owner of Parcel B, then the Owner of Parcel A shall be obligated at its sole cost and expense to provide alternative ingress and egress as contemplated by this paragraph 2(a) in the same approximate dimensions using the same quality and type of materials as required by paragraph 2(b)(1) over the north half of Parcel A from either 109th Street or Harrison Street as shall be permitted by law and reasonably agreed to by the Owner of Parcel B ("Replacement Access Easement Area"). In connection with the preceding sentence, the Owner of Parcel A shall be obligated to (1) notify the Owner of Parcel B in writing within ten (10) days of notice from any governmental authority or agency of its intention to acquire any portion of, or any other right, title or interest in Parcel A and thereafter to promptly provide Owner of Parcel B with copies of all correspondence or documentation received in connection with any such action, and (ii) in the event it is necessary to provide a Replacement Access Easement Area to Owner of Parcel B, then the Owner of Parcel A shall obtain, at its sole cost and expense, a survey of the Replacement Easement Access Area and thereafter promptly record such survey. All terms of this Declaration applicable to the Access Easement Area shall apply to the Replacement Access Easement Area.

b. Maintenance Standards for Access Easement Area. The Owner of Parcel B shall, at its cost, be responsible for maintaining the Access Easement Area and is hereby authorized to enter upon Parcel A in order to undertake such maintenance, maintenance to include, but not be limited to, the following:

- (i) Maintaining the surface of the roadways in good condition with the type of surface material originally installed or such substitute as shall in all respects be equal or superior in quality, use, and durability;
- (ii) Removing all snow and repairing all material damage to the Access Easement Area, including but not limited to any material pot holes which develop in the Access Easement Area, to the extent necessary to keep the Access Easement Area in an orderly condition; and

97-15024D

(iii) Placing, keeping in repair, and replacing any signs, markers and lines placed in the Access Easement Area.

The Owner of Parcel B and its contractors shall be granted the right in all cases to enter upon Parcel A for the purposes of complying with this paragraph 2 at such time and in such manner as may be necessary, but shall not unreasonably interfere with the business or operations being conducted upon Parcel A.

3. Use Restrictions.

a. Except as specifically permitted or required by this Declaration, Parcel A shall be used, developed or occupied except for a commercial purpose permitted by the zoning ordinances or regulations of the appropriate jurisdictional governmental authority, as amended from time to time; provided that, in connection with the development of Parcel A, no variances from or waivers of any such provisions shall be permitted unless first approved in writing by the Owner of Parcel B; provided further that the initial development of Parcel A shall be substantially in accordance the Site Plan included on Exhibit "A" and the building plans prepared by Eugene H. Wright & Associates, Architects (Job No. 9-7-92; dated April 27, 1997) which shall be maintained in the corporate offices of Dillon. Any development of, or the construction of any improvement on, Parcel A outside the borders of the "Expansion Area" as depicted and identified on Exhibit A shall be subject to the prior written consent of the Owner of Parcel B.

b. Except as provided in paragraph 3(d)(ii), no curb cuts or driveways (or similar improvements) for access to or from the Access Easement Area shall be permitted unless first approved in writing by the Owner of Parcel B.

c. No Building shall be constructed on Parcel A, other than single story Buildings which do not exceed twenty-five (25) feet in height, excluding heating and air conditioning equipment, as measured from finished grade. No signage or graphics of any kind or nature shall be erected) on Parcel A which exceed twenty (20) feet in height as measured from finished grade.

d. Neither the Owner nor any Occupant of Parcel A shall engage in, cause or permit any activity or condition to exist upon such Parcel which materially impairs or materially interferes with any privilege, covenant, easement, or other right of the Owner or Occupant of Parcel B.

e. For a period expiring as of the later of (i) fifty (50) years

97-15024E

- (ii) such time as Parcel B shall not be used for the sale of any product or commodity identified in this paragraph 3(e), neither the Owner nor Occupant of Parcel A shall permit any portion of Parcel A to be used or occupied by any Person or leased or conveyed to any Person for use or occupancy for or in connection with any business or operation which derives any of its Gross Annual Sales from cold meat or similar sandwiches, hamburgers, ground beef products, magazines, newspapers, cigarettes, package off-sale beer, wine or liquor or retail petroleum products, or any combination thereof.
- f. Neither the Owner nor Occupant of Parcel A shall permit any portion of Parcel A to be used or occupied by any person or entity or to access the Access Easement Area from Parcel A other than from that area depicted on Exhibit "A" as the "Access Point".
4. Amendment. The provisions of this Declaration may be amended only by an instrument in writing setting forth such amendment signed by the Owners of both Parcel A and Parcel B, to be effective upon its recording in the Records.
5. Remedies. In addition to those remedies specifically provided in Section 2 of this Declaration, in the event that any Owner or Occupant of Parcel A shall fail to comply with the provisions of this Declaration, then any Owner or Occupant of Parcel B shall have any rights and remedies arising as a result as may be available at law or in equity, including or damages, injunctive relief, or specific performance, or any combination of such remedies or any other and shall also be entitled to the costs of such litigation including reasonable attorneys' fees and all other expenses of the proceeding.
6. No Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public.
7. Severability. If any provision of this Declaration or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of this Declaration in any other circumstance shall not be affected thereby and shall remain in full force and effect as if such invalid part were never included and such invalid part shall be promptly amended or reformed by such court so as to implement the intent to the maximum extent permitted by law.
8. Binding Effect. Each Owner and each grantee of an Owner by the acceptance of a deed of conveyance, each purchaser under any agreement and contract or similar agreement of sale by execution of such agreement for sale, and each Mortgagee by the acceptance of any instrument conveying any interest in the

97-15024F

Parcels as security for the performance of an obligation, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes and shall be binding upon and shall inure to the benefit of any Owner, grantee, purchaser, Mortgagee or any other Person having at any time any interest or estate in the Parcels in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer.

9. Miscellaneous. All captions in this Declaration are meant for convenience only and shall not be used in the construction of this Declaration. All references in the Declaration to "Section(s)" shall mean Section(s) of this Declaration unless the context otherwise requires. Whenever used in this Declaration, the term "including" shall mean "including without limitation", whether or not so specified.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

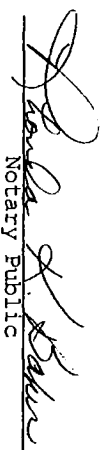
DILLON REAL ESTATE CO., INC.

By: Robert Moeder Robert Moeder
Title: Vice President

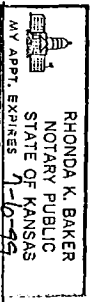
97-150246

STATE OF Kansas)
)
COUNTY OF Reno) ss.

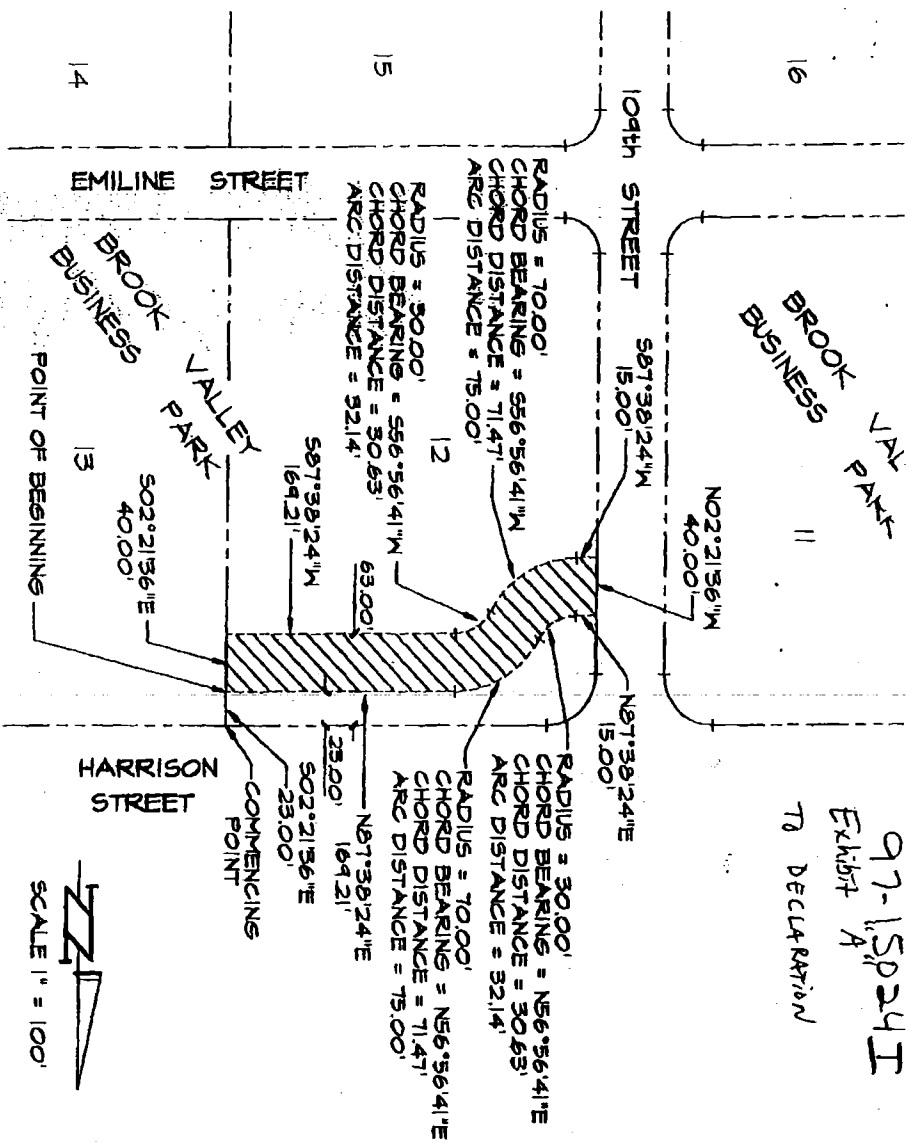
On this 17 day of July, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert Moeder, the Vice President of Dillon Real Estate Co., Inc., a Kansas corporation, on behalf of such corporation.


Notary Public

My Commission Expires:



97-15P24 I
 Exhibit A
 TO DECLARATION



LEGAL DESCRIPTION

THAT PART OF LOT 12, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARTY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 12; THENCE S02°21'36" E (ASSUMED BEARING) 23.00 FEET ON THE EAST LINE OF SAID LOT 12 TO THE POINT OF BEGINNING; THENCE CONTINUING S02°21'36" E 40.00 FEET ON THE EAST LINE OF SAID LOT 12; THENCE S87°39'24" W 164.21 FEET ON A LINE 63.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 12; THENCE SOUTHWESTERLY ON A 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S56°56'41" W, CHORD DISTANCE 30.65 FEET, AN ARC DISTANCE OF 32.14 FEET; THENCE SOUTHWESTERLY ON A 10.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S56°56'41" W, CHORD DISTANCE 30.65 FEET, AN ARC DISTANCE OF 32.14 FEET; THENCE S87°39'24" W 15.00 FEET TO THE WEST LINE OF SAID LOT 12; THENCE N02°21'36" W 40.00 FEET ON THE WEST LINE OF SAID LOT 12; THENCE N87°39'24" E 15.00 FEET; THENCE NORTHEASTERLY ON A 30.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N56°56'41" E, CHORD DISTANCE 30.65 FEET, AN ARC DISTANCE OF 32.14 FEET; THENCE NORTHEASTERLY ON A 10.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N56°56'41" E, CHORD DISTANCE 30.65 FEET, AN ARC DISTANCE OF 32.14 FEET; THENCE N87°39'24" E 164.21 FEET ON A LINE 23.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 12 TO THE POINT OF BEGINNING.

KWIK SHOP, INC. TD2 FILE NO. 1014-101 DATE 3-21-1995
 THOMPSON DRESSSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-550-8860

44-533

PROTECTIVE COVENANTS

OAKDALE PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the record owner of the following described real estate situated in Sarry County, Nebraska, to-wit:

The West One Half of the Northwest Quarter of Section 16 except the South 186.5 Feet of the West 222.0 Feet thereof; and that part of the Southeast Quarter of Section 17 lying Northerly of the Burlington Northern Railroad Right of Way and the Northeast Quarter of Section 17 all in Township 14 North, Range 12 East of the 6th P.M., Sarry County, Nebraska.

and
WHEREAS, the undersigned intends to develop said real estate as Oakdale Park.

NOW, THEREFORE, the following restrictions and protective covenants are hereby placed on said real estate, to-wit:

1. LIMITATIONS AS TO TYPE OF CONSTRUCTION

All buildings erected on properties, except ancillary buildings, shall be of approved masonry construction such as brick, stone or architectural concrete over a steel or concrete frame, excepting that exterior walls that face interior lot lines may be of painted metal or painted asbestos material from a point 20 feet back of the required front masonry wall.

Building plans including exterior landscaping and signs to be approved by Campbell Soup Company.

2. BUILDING SETBACKS

There shall be a minimum front yard setback of 75 feet from all roads.

FILED FOR RECORD 11-4-71 AT 11:32 A. M. IN BOOK 414 OF Miss Reed
PAGE 533 Carl & Hilda REGISTERED OFFICER OF DEEDS, SARRY COUNTY, NEB.
2 copies 50¢

See # 012167

44-533A

There shall be a minimum side yard and rear yard setback of 25 feet. That portion of the front yard setback immediately in front of the principal building located upon each tract shall be planted with grass and properly maintained as a lawn area, with construction thereon limited to requisite walks and driveways.

The minimum distance between any two buildings on the same tract shall be 20 feet.

3. LIMITATIONS AS TO PERCENTAGE OF LAND COVERED BY BUILDINGS

The total coverage of buildings and structures shall not exceed fifty (50) percent of the area of each individual tract, which coverage shall include that required for off-street loading and unloading.

4. PARKING FACILITIES

All vehicular parking (customer, visitor and employee) shall be off street. The number of vehicular parking spaces shall equal at least sixty (60) percent of the number of employees engaged at any one time in the business or industry conducted on each individual tract. In no case shall any parking area be located immediately in front of the principal building on each tract. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with a suitable dustless material.

5. LOADING AREAS

All loading and unloading operations shall be off street. In no case shall loading and unloading be permitted in the required parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material.

44-533B

6. OUTSIDE STORAGE

No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from a public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property.

7. ERECTION OF SIGNS

No owner, lessee or occupant of land within this Industrial Park shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly connected with his own operations thereon.

Approval of Campbell Soup Company is required prior to the erection of any sign not attached to a building.

8. MAINTENANCE OF UNDEVELOPED AREAS

That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

9. ZONING AND BUILDING REGULATIONS

In addition to the foregoing, the use, restrictions and building regulations as now or hereafter imposed by the provisions of the Zoning and Building Ordinances of Sarpy County shall apply.

10. EXCEPTIONS OR MODIFICATIONS

Campbell Soup Company shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these covenants in principle or general objective.

11. DURATION

These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 1988, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages and other dues for such violations, or both. Invalidation of any of these covenants by Court order or decree shall in no way affect the other provisions, which shall remain in full force and effect.

12. SEVERABILITY

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason the remaining parts so far as possible and reasonable shall be effective and fully operative.

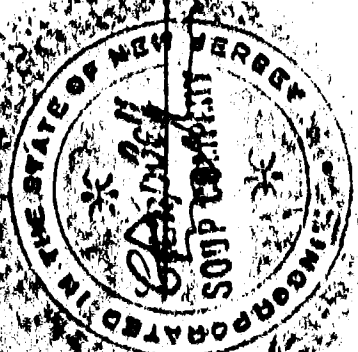
These Covenants shall apply to all of the property first above described constituting Oakdale Park.

CAMPBELL SOUP COMPANY, a New Jersey Corporation,

REN

BY

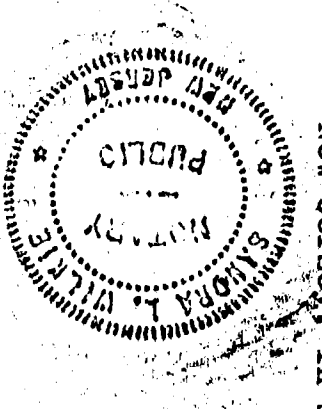
7142. W. ...



STATE OF NEW JERSEY)
)
COUNTY OF Camden) ss.

On this 3rd day of November, 1971, before me, the undersigned, a Notary Public in and for said County, personally came W. B. Murphy, who is President of Campbell Soup Company, to me known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Campbell Soup Company.

WITNESS my hand and Notarial Seal at Camden,
New Jersey, in said County the day and year last above written.



Sandra L. Wilkie
Notary Public

My Commission Expires:
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Apr. 10, 1975

46-761

FILED FOR RECORD 12-18-73 AT 8:01 A.M. IN BOOK 416 OF Miss (P) 25
PAGE 761 Carl & Hillocks REGISTER OF DEEDS, SARPY COUNTY, NEB. 24

OAKDALE PARK

AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the record owner of the following described real estate situated in Sarpy County, Nebraska, to-wit:

Lots 2 through 26, Oakdale Park, a platted and recorded subdivision located in the Northwest one quarter of the Northwest one quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M. and a tract of land also located therein, beginning at the Northeast corner of Lot 26 of said Oakdale Park; thence South 89°42'54" East (assumed bearing) along a line 50.00 feet South of and parallel to the North line of said Section 16 a distance of 522.61 feet to a point on the East line of said Northwest one quarter of the Northwest one quarter of Section 16; thence South 00°06'28" East along said East line a distance of 304.97 feet; thence South 89°45'54" West a distance of 521.91 feet to a point on the East line of Lot 25, Oakdale Park; thence North 00°14'06" West, along the East line of Lots 25 and 26, Oakdale Park, a distance of 309.71 feet to the point of beginning (3.684 acres); and that part of the Southeast Quarter of Section 17 lying Northerly of the Burlington Northern Railroad Right of Way and the Northeast Quarter of Section 17 all in Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, certain protective covenants have been previously filed in Book 44, Page 533 of the Miscellaneous Records in the Office of the Register of Deeds in Sarpy County, Nebraska, covering said property in Oakdale Park; and

WHEREAS, Owner is desirous of altering and amending said covenants on the above-described real estate.

NOW, THEREFORE, the following amended protective covenants are hereby placed on said real estate, which amended protective covenants do hereby supersede said protective covenants heretofore filed by the undersigned Owner on the above-described property.

See # 032991

46-761A

OAKDALE PARK
AMENDED PROTECTIVE COVENANTS

I. LIMITATIONS AS TO TYPE OF CONSTRUCTION

All buildings erected on properties, except ancillary buildings, shall be of approved masonry construction such as brick, stone, painted concrete block or architectural concrete over a steel or concrete frame, excepting that exterior walls that face interior lot lines may be of painted metal or painted asbestos material from a point 20 feet back of the required masonry wall.

Ancillary buildings may be of painted metal or painted asbestos wall construction if screened from peripheral streets by other buildings, trees or shrubs properly planted and maintained. Otherwise, the same construction standards as required in the first paragraph of this Article I shall apply. Except no painted concrete block will be allowed on the facade of any buildings facing 108th Street or Harrison Street.

II. BUILDING SET-BACKS

There shall be a minimum front yard set-back of 75 feet from any street and a minimum side yard and rear yard set-back of 25 feet from the respective lot line or 75 feet from any street.

The front yard and all other landscaped areas including that area between the street paving and the property line shall be planted with grass and properly maintained as a lawn area except that part used for driveways or parking, provided, however, that no part thereof may be so used for driveways or parking without the prior written approval of the Campbell Soup Company. Parking shall not be permitted between public street pavements and a property line or closer than 75 feet from the street property line of 108th Street or Harrison Street, or closer than twelve (12) feet to the street property line of all other streets.

The minimum distance between any two buildings on the same tract shall be 20 feet.

461 761B

III. LIMITATIONS AS TO PERCENTAGE OF LAND COVERED BY BUILDINGS

The total coverage of buildings and structures, including docking and loading platforms, shall not exceed sixty (60) percent of the area of each individual tract.

IV. PARKING FACILITIES

All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall equal at least forty (40) percent of the number of employees engaged at any one time in the business or industry conducted on each individual tract. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with a suitable dustless material.

V. LOADING AREAS

All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material. No loading areas shall be constructed facing any public street or highway without the prior written approval of the undersigned. However, in no event, shall a loading area face 108th Street or Harrison Street.

VI. OUTSIDE STORAGE

No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from any public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property. No area outside the confines of a walled building shall be used to display any article of merchandise held for the purpose of resale. No outside storage shall be permitted closer to any street than the building setback requirement without the prior written approval of the undersigned.

46-7610

VII. ERECTION OF SIGNS

No owner, lessee, or occupant of land within this Industrial Park shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly connected with his own operations thereon. No flashing signs or lights, revolving beacons, strobe lights or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises. Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

VIII. MAINTENANCE OF UNDEVELOPED AREAS

That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

IX. OFFENSIVE USES

No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Oakdale area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation dust, liquid waste, smoke or noise.

X. ZONING AND BUILDING REGULATIONS

In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the zoning and Building Ordinances of the governmental entities having jurisdiction shall apply throughout the Industrial Park except as such may be modified by duly constituted authority.

46 - 761D

XI. APPROVAL OF PLANS

No improvements, alterations, or signs not attached to a building shall be constructed on any of the premises until final plans and specifications for said construction have been approved by the undersigned. The plans and specifications shall contain in detail at least each of the following items: A complete plot plan; a grading and surface drainage plan; a detail of all exterior elevations of the buildings showing all building materials to be used in completion of said construction; a detailed landscaping plan; a sidewalk and paving plan, showing all drives and individual parking spaces; a designation of outside storage areas and detail or proposed screening of same. In the event that the Campbell Soup Company shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

XII. COMPLIANCE WITH GOVERNMENT REGULATIONS, ETC.

The owner of any site or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and any owner will remove at his or its own expense any rubbish or any character whatsoever which may accumulate on said site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the lawn area required by Paragraph 2 hereof, then, and only then, the Campbell Soup Company shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.

XIII. EXCEPTIONS OR MODIFICATIONS

The Campbell Soup Company shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant.

46-161E

XIV. DURATION

These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 1999, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations or both.

XV. SEVERABILITY

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.

These covenants shall apply to only the property above described within Oakdale park.

CAMPBELL SOUP COMPANY, a New Jersey Corporation,

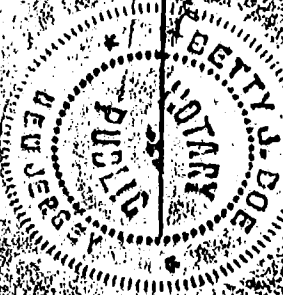
By *John P. Wechsner*
Director of Industrial Research

STATE OF NEW JERSEY)
COUNTY OF *Camden*) ss.

On this *14th* day of December, 1973, before me, the undersigned, a Notary Public in and for said County, personally came *John P. Wechsner*, who is Director of Industrial Research of Campbell Soup Company, to me known to be the *Director of Industrial Research* and the identical person whose name is attixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Campbell Soup Company.

WITNESS my hand and Notarial Seal at *Camden* New Jersey, in said County the day and year last above written.

Betty J. Doe
Notary Public



My Commission Expires July 10, 1978

My Commission Expires July 10, 1978

25-5023

IN THE DISTRICT COURT OF SAREY COUNTY, NEBRASKA

D.C. #2 NO. 274

PAGE 36

RETURN OF APPRAISERS

Concurred,

J. S. BELLEVILLE and E. J. ...
MEMBERS, HOLDERS and ...
THE ACCIDENTAL INSURANCE COMPANY
OF AMERICA, a Corp. of Nebraska.

HONORABLE GEORGE E. ENTENMAN, COUNTY JUDGE;

We, the undersigned appraisers, do hereby certify that under
of those [redacted] of Appointment of appraisers duly served on us by

Richard D. Whitted, Sheriff of Sarpy County,

on the 8 day of May, 1964, and after having taken and filed the

aid of 20' rafters, we carefully inspect and view the property described

within said [redacted] by sanitary and Improvement District No. [redacted]

located in Sarpy County, Nebraska, and also other property of the condemnees

especially damaged thereby, and did hear all parties interested therein in

reference to the amount of damages sustained while we were so inspecting

and appraising the property herein described, and thereafter do assess the

damages that the condemnees have sustained, or will sustain, by such appro-

priation of the property herein described for sanitary and Improvement District

located therein. The construction of a sewage treatment plant, temporary

access, and utility sewer line, and also damage to such other property of the

condemnees as in our opinion was damaged by the appropriation of the property

herein described:

Also not record in Sarpy County, Nebraska, filed 5/14/64 in 1915 records, 1928

and record in Sarpy Co., Nebraska, 523

LAW OFFICES OF BOYLE AND HETZNER, 111 SERVICES LIFE BUILDING - OMAHA

33-5-24

CONDEMNATION

Land Owners: Joe F. Neuvirth and Emelie F. Neuvirth, husband and wife, as joint tenants;
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
A CORP.

Fee Acquisition: Beginning at the intersection of the South line of Section 17 with the Northeast Right-of-Way line of the Union Pacific Railroad; proceeding thence northwesterly along the northeast Right-of-Way line of the Union Pacific Railroad a distance of 1,040.00 feet; thence, on a deflection to the Right of 90° a distance of 600.00 feet; thence, on a deflection to the Right of 90° a distance of 300.00 feet; thence on a deflection to the right of 90° a distance of 360.00 feet; thence on a deflection to the Left of 90°, running parallel to and 40.00 feet Northeast of the Northeast Right-of-Way line of the Union Pacific Railroad a distance of 790 feet more or less to the South line of said Section 17; thence, West along the South line of said Section 17, a distance of 71 feet more or less to the point of beginning; containing 4.83 acres more or less.

Permanent Easement: A strip of land 20 feet in width northeast of and adjacent to the Northeast Right-of-Way line of the Union Pacific Railroad extending from the West line of the Southeast Quarter of Section 17, T 14 N, R 12 E to the South line of said Section 17, except the Southeast 1,040.00 feet thereof, containing 0.8 acres more or less.

Temporary Construction Easement: A strip of land 20 feet in width northeast of and adjacent to the Northeast Right-of-Way line of the Union Pacific Railroad extending from the West line of the Southeast Quarter of Section 17, T 14 N, R 12 E to the South line of said Section 17, except the Southeast 1,040.00 feet thereof.

All land in S. E. 1/4 of Section 17, Township 14, North, Range 12, East of the 6th P. M., Sarpy County, Nebraska

NOV. FHERRSFOLE, W. M. appraisor forestal do hereby find and apprise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for the sanitary sewer purposes of Sanitary and Improvement District No. 12 of Douglas County, Nebraska, in the amount of:

To: Joe F. Neuwirth and Luelle F. Neuwirth, husband and wife, as joint tenants THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corp. \$ 22,069.25 all of which is respectfully submitted.

DATED this 2nd day of June, 1964.

s/ James Hubbard

s/ Hebb Warren

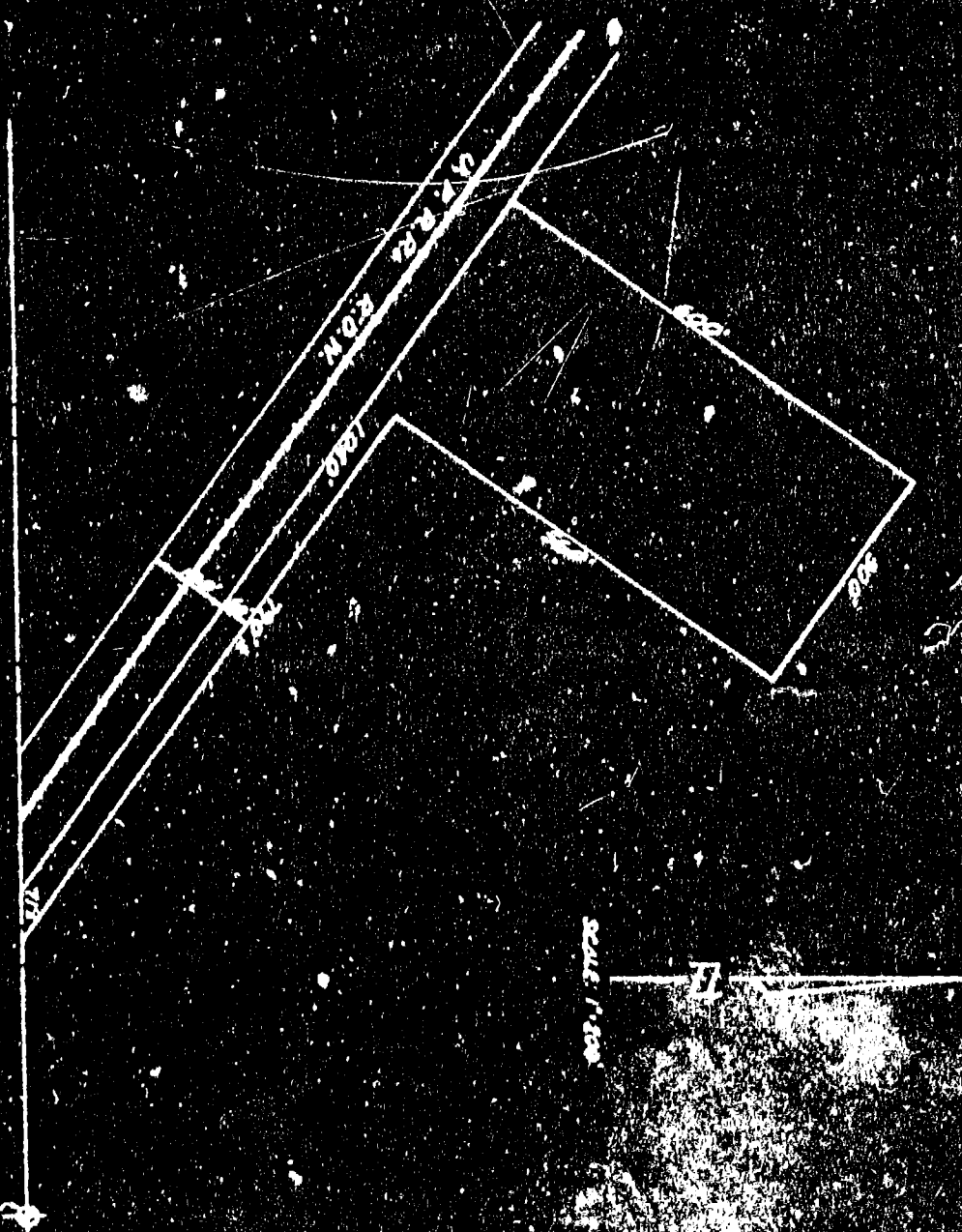
s/ Jerry Strawn

SUBSCRIBED and sworn to before me this 2nd day of June, 1964.

SEAL

s/ Orville Enteman
County Judge

535216



S.E. COR. SEC. 17-R-12
SARPY COUNTY NEBR.

SANITARY & IMPROVEMENT DISTRICT NO. 123
DOUGLAS COUNTY, NEBRASKA
SEWAGE TREATMENT PLANT SITE

4-15-61

93-14185

ASSIGNMENT

OAKDALE PARK

SECOND AMENDED PROTECTIVE COVENANTS

WHEREAS, the undersigned, Campbell Soup Company, was the record owner of the following described real estate situated in Sarpy County, Nebraska, to wit:

Lots 2 through 26, Oakdale Park, a platted and recorded subdivision located in the Northwest one quarter of the Northwest one quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M. and a tract of land also located therein, beginning at the Northeast corner of Lot 26 of said Oakdale Park; thence South 89°42'54" East (assumed bearing) along a line 50.00 feet South of and parallel to the North line of said Section 16 a distance of 522.61 feet to a point on the East line of said Northwest one quarter of the Northwest one quarter of Section 16; thence South 00°06'28" East along said East line a distance of 304.97 feet; thence South 89°45'54" West a distance of 521.91 feet to a point on the East line of Lot 25, Oakdale Park; thence North 00°14'06" West, along the East line of Lots 25 and 26, Oakdale Park, a distance of 309.71 feet to the point of beginning (3.684 acres); and that part of the Southeast Quarter of Section 17 lying Northerly of the Burlington Northern Railroad Right of Way and the Northeast Quarter of Section 17 all in Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska

WHEREAS, since the undersigned is no longer the record owner, and since the undersigned is authorized under Article XIII to make such exceptions to or modifications of the protective covenants as unusual circumstances or special situations may warrant, it desires to transfer whatever rights it has in the covenants currently filed in the Miscellaneous Records at Book 50, Page 904, in the Office of the Register of Deeds of Sarpy County, Nebraska, covering the above described property in Oakdale Park.

NOW, THEREFORE, the undersigned, as Assignor, hereby transfers, assigns and releases whatever rights the undersigned has in the modification, administration, enforcement, amendment or any other right relating to the Second Amended Protective Covenants filed at Book 50, Page 904 of the Miscellaneous Records in the Office of the Register of Deeds in Sarpy County, Nebraska, covering the above property in Oakdale Park to Sanitary and Improvement District No. 59, a Nebraska governmental subdivision, for the administration, modification, amendment and enforcement of said Covenants.

014185

93-14185A

The intent of this instrument is to transfer to Assignee whatever right, title or interest Assignor has under the Second Amended Protective Covenants filed at Book 50, Page 904 of the Miscellaneous Records of the Office of the Register of Deeds in Sarpy County, Nebraska, covering the above described real estate.

Sanitary and Improvement District No. 59 hereby agrees to defend, indemnify, and save Campbell Soup Company and its affiliates, officers, directors and shareholders harmless from and against all claims, demands, costs, liabilities, expenses, and direct damages, which may arise by reason of this Assignment or any other matter related to the Second Amended Protective Covenants.

IN WITNESS WHEREOF, the undersigned has executed this Assignment at Camden, New Jersey, on the 18th day of ~~April~~, MAY 1993.

CAMPBELL SOUP COMPANY, a New Jersey Corporation

BY [Signature]
Authorized Signature

STATE OF NEW JERSEY)
COUNTY OF CAMDEN) SS.

On this 18th day of ~~April~~, MAY 1993, before me, a Notary Public in and for Camden County, personally came Robert F. Zayve, personally to me known to be the identical person whose name is affixed to the above Assignment as Assignor, and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal at Camden, New Jersey, in said county, the day and year last above written.

[Signature]
Notary Public
KATHARINE W. HOOVER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 10, 1997

REGISTERED
93-011185
90 JUN 28 PM 1:25

Proof	W
D.E.	<u>[Signature]</u>
Verify	<u>[Signature]</u>
Filed	
Checked	<u>9302</u>
Fee \$	