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RESTRICTIVE COVENANT AND EASEMENT AGREEMENT

This **RESTRICTIVE COVENANT AND EASEMENT AGREEMENT** (the "**Agreement**") is made and entered into as of this 10th day of August, 2004 by and between **KEWANEE WG, L.L.C.**, an Illinois limited liability company whose address is 13710 FNB Parkway, Suite 100, Post Office Box 542010, Omaha, Nebraska 68154-8010 ("**Noddle**"), and **FIRST DATA RESOURCES INC.**, a Delaware Corporation ("**FDR**") whose address is c/o First Data Properties, 12500 East Belford Avenue, Suite M16-S, Englewood, CO 80112.

RECITALS

1. Pursuant to a Purchase Agreement dated as of June 17, 2003, as amended (hereinafter the "**Purchase Agreement**") between Noddle Development Company and FDR (which Purchase Agreement has been assigned to Noddle), on or about this date Noddle is acquiring or has acquired from FDR the parcel of land in the County of Douglas, State of Nebraska more particularly described on Exhibit A attached hereto (the "**Noddle Property**").
2. Noddle intends to develop on the Noddle Property certain buildings, structures, parking and related improvements for general retail and office use (the "**Noddle Improvements**").
3. FDR owns certain land adjacent to the Noddle Property within the Ak-Sar-Ben Business and Education Campus and more particularly described on Exhibit C attached hereto and by this reference incorporated herein (the "**FDR Property**").
4. The FDR Property and the Noddle Property are collectively referred to herein as the "**Project**" and the Project is depicted on Exhibit D attached hereto.
5. The Project is encumbered by that certain Redevelopment Agreement dated May 20, 1997 and recorded in Book 1214, Page 252 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as amended by that certain First Amendment to

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Redevelopment Agreement dated December 28, 2000, that certain Second Amendment to Redevelopment Agreement dated November 21, 2000 and recorded in Book 1359 Page 602 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska and that certain Third Amendment to Redevelopment Agreement dated June 29, 2004 and recorded in the Douglas County Records on or about this same date (collectively, together with any further amendments, referred to herein as the “**Redevelopment Agreement**”).

6. The Project is further encumbered by that certain Amended and Restated Declaration of Covenants and Restrictions for the Ak-Sar-Ben Business & Education Campus, Omaha, Douglas County, Nebraska dated June 28, 2004, fully executed on June 29, 2004 and recorded July 6, 2004, as Instrument No. 2004088370, and re-recorded July 8, 2004, as Instrument No. 2004090157, both of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (collectively, together with any further amendments, referred to herein as the “**Declaration**”).

7. FDR and Noddle have agreed in the Purchase Agreement, as material consideration for FDR’s willingness to sell the Noddle Property to Noddle, to impose certain building and use restrictions on the Noddle Property.

8. In the Purchase Agreement, FDR agreed to construct a Road (as hereinafter defined) at the Project and to install certain utilities and related improvements serving the Project (the “**Utilities**”).

9. FDR has re-platted the Project pursuant to that certain Ak-Ser-Ben Business & Education Campus Replat 4 recorded on or about the date hereof in the Records of Douglas County, Nebraska (the “**Re-Plat**”), which Re-Plat shows the location of the Noddle Property and the FDR Property and dedicates to the City of Omaha right-of-way for those portions of Poppleton Avenue, 71st Street and 70th Street shown on the Re-Plat, which collectively constitute the Roadway (as hereinafter defined).

10. Noddle and FDR desire to grant to each other certain easements and to impose on the Noddle Property certain building and use restrictions.

AGREEMENT

In consideration of the promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, Noddle and FDR agree as follows:

1. Roadway. The land that is shown on the Re-Plat as Poppleton Avenue, 71st Street and 70th Street is referred to herein as the “Roadway”. Pursuant to the Purchase Agreement, FDR has agreed to construct a road on the Roadway which will connect the Noddle Property to 72nd Street and Pacific Street (the “Road”).

2. Construction Easement. Noddle hereby grants, conveys and sets over to FDR, its successors, assigns, contractors and agents a non-exclusive easement over, under, across and through those portions of the Noddle Property adjacent to the Roadway as are reasonably necessary for construction of the Road and installation of the Utilities, including but not limited to, grading, compaction of soil and storage of supplies and materials (the “Construction

Easement”). The term of the Construction Easement shall continue for so long as is needed by FDR in order to construct the Road and install the Utilities, subject to the time limitations set forth in the Purchase Agreement. The Construction Easement shall burden the Noddle Property and shall benefit and be appurtenant to each of the other lots in the Project.

3. Parking. Nothing contained herein shall grant any rights to park the vehicles of any owner, its tenants, employees, invitees, licensees or customers on any other party’s lot. Noddle shall prohibit its tenants and its and its tenants’ respective licensees, invitees and customers (“Noddle Parties”) from parking on any lot not owned by Noddle (“Other Lot”). In the event (i) signs are posted on an Other Lot which indicate that the Noddle Parties may not park on said Other Lot and (ii) any Noddle Party parks on such Other Lot which contains such signage, the owner of the Other Lot shall have the right to tow such vehicles at Noddle’s expense and Noddle will indemnify, defend, and hold harmless said lot owner, its agents and employees from and against any losses, costs, claims or damages asserted or incurred by or to any third party, including the owners of said vehicles.

4. Restrictions.

a. Building Restrictions. In addition to any site development regulations, construction standards, architectural review requirements and the like imposed by the Redevelopment Agreement, the Declaration or any other recorded document or imposed by any governmental or quasi-governmental authority, the following restrictions shall apply to any construction or development on the Noddle Property:

- i. Design Standards. Each building, structure, exterior signage or other improvement constructed on the Noddle Property shall be of quality construction and architecturally designed so that the exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with other improvements in the Ak-Sar-Ben Business and Education Campus. All structures must be designed and built so as to present an appearance on all sides consistent with that of a first-class commercial development. Exterior materials of any building (including parking structures) shall consist of brick, architectural concrete block, natural or artificial stone, architectural concrete, EFIS, glass or any combination of these. All loading areas, docks, antennas, and exterior mechanical equipment, including rooftop equipment, must be screened when viewed from adjacent streets, and at ground level from adjacent owners’ lots or parcels. Such screening must consist of permitted building materials and/or landscaping. Except for any above-ground electric power lines operated by Omaha Public Power District in any existing easement, all utility and transmission lines of any type must be installed underground.
- ii. Approval Process. Before commencing the construction, addition, installation, modification, demolition or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole or fixture, or any other structure or temporary portion thereof on the Noddle Property

(other than interior construction, remodeling or renovations), and except as expressly provided in this Agreement, the owner of the Noddle Property or such portion thereof shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, demolition plans and such other plans and specifications as may be appropriate (collectively, "Proposed Plans") to the owner of Lot One (1) of the Project, as shown on the Re-Plat (the "Lot 1 Owner") for its review and approval. The parties hereby acknowledge and agree that FDR is currently the Lot 1 Owner. The Lot 1 Owner will not unreasonably withhold or delay approval of any Proposed Plans so long as such Proposed Plans comply with the terms and conditions of the Redevelopment Agreement, the Declaration and this Agreement. In the event that the Lot 1 Owner shall fail to take any action on the Proposed Plans within twenty (20) days after they have been received by the Lot 1 Owner, the Proposed Plans will be deemed approved, provided, however, that such Proposed Plans shall in all respects comply with the Redevelopment Agreement, Declaration and this Agreement. Such approval by failure to act on any Proposed Plans shall not be deemed an approval of any requested waiver of any covenant, condition, reservation or restriction contained in this Agreement even though such waiver may be requested in such Proposed Plans.

- iii. Signs. No billboards, or electronic message signs and no signs incorporating flashing, pulsating, or rotating lights are permitted. All building façade signs shall be in keeping with a first class commercial environment. Individual raised letters or lettering/logos etched or engraved on building facade material and indirectly lit are suggested. No protruding indirect lighting fixtures or box signs will be permitted; provided the Lot 1 Owner will not unreasonably withhold its approval of box signs which are of quality design and materials as determined by the Lot 1 Owner. Property "project" signs on any lot will be limited to the time during which construction is taking place on said lot and will be limited to a single 8' x 8' sign. Property "for sale" or "for lease" signs will be limited to the following: a) each sign will consist of a single sign panel not larger than 4' x 4' on two 4"x4" posts; and b) the number of such signs for each lot shall be limited to one (1) per street frontage or two (2), whichever is greater. No sign (other than interior, professionally prepared window signage, which is not visible from neighboring lots), whether free-standing or wall-mounted, shall be erected or installed anywhere on the Noddle Property except as may be approved in writing by the Lot 1 Owner, such approval not to be unreasonably withheld, conditioned or delayed. Nothing contained herein shall prohibit temporary "for lease" signs located on the inside window of any store or bay location, provided there is at no time more than one (1) such sign within any store or bay location.
- iv. Parking. The owner of each building on the Noddle Property shall make provisions for adequate off-street parking to serve the building in

compliance with the following minimum off-street parking requirements. Lots used primarily for office purposes must have at least one (1) parking place per two-hundred and fifty (250) square feet of net square floor area of the office building. Lots used primarily for retail uses must have at least one (1) parking place per two hundred (200) square feet of gross square floor area of the building. No on-street parking shall be permitted. All parking structures, if any is permitted, shall be low rise and integrated into the site terrain. Parking structures, if any is permitted, should be in proper scale with the buildings they serve. In no event shall a parking structure be of such size, scale, or orientation so as to be perceived as the primary facility on any site. Exterior walls of all parking structures, if any is permitted, shall consist of materials the same as the building which they serve. All drive and parking surfaces shall be hard surfaced and dust free with appropriate curb and gutter construction. Variations in the type, texture, and color of paving or paving material to visually distinguish main drive-ways, pedestrian drop-off areas, parking areas, and delivery or service areas is encouraged. Large unbroken expanses of flat or moderately sloped pavement should be avoided.

- v. Landscaping. Immediately upon completion of any building on the Noddle Property, or at the next available planting season, the owner of the lot on which the building is constructed must install and maintain permanent landscaping. Such landscaping must consist of plant materials, ground cover, landscaping pavers and other landscape features consistent with the overall development theme of the Ak-Sar-Ben Business and Education Campus. At such point, except as may otherwise be approved by the Lot 1 Owner, there must be a minimum of fifteen (15) feet of landscaped area along any street frontage, excluding entrance and exit drives, and a minimum of five percent (5%) of landscaped area inside the boundaries of any surface parking lot. All impervious surfaces must be landscaped using appropriate plant materials and/or other non-living landscaping features. Each site shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs, and vines/ground covers. Selected plant materials should provide a variety of form, shape, and color during all four seasons. All plant material shall be nursery grown stock, and installed in accordance with sound landscaping practices. Minimum sizes for plant material at the time of installation are:

Deciduous Trees	-	3 1/2" caliper
Ornamental Trees	-	2 1/2" caliper
Evergreen Trees	-	8' in height

All landscaped areas containing living plant material shall have properly regulated underground irrigation systems.

- vi. Maintenance. No owner of a lot within the Noddle Property shall permit trash or debris to accumulate on its lot. All trash and debris must be placed in proper receptacles emptied at regular intervals and screened from public streets and adjoining lots. Each owner of a lot within the Noddle Property shall maintain its lot in good and clean condition and repair, such maintenance to include, but not be limited to the following: a) placing, keeping in repair and replacing when necessary any necessary or appropriate directional signs, markers and lines; b) repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required and maintaining all exterior lighting in proper working order; and c) maintaining all landscaped areas and making replacement of shrubs and other landscaping as is necessary, regularly trimming all landscaped areas and removing any dead plant material immediately and replacing it at the first available planting season.

- vii. Lighting. The owner of each lot within the Noddle Property upon which a building or parking area is constructed shall install sufficient exterior lighting so as to properly illuminate the drives, sidewalks, and parking areas located on such lot. No exterior lighting shall be placed so as to be directed or reflected on any adjoining lot. All exterior site lighting shall be designed to provide a uniform non-glare appearance. The use of bollards and other forms of low profile lighting are encouraged along pedestrian walk-ways, building entrances, and courtyards. Highlighting of certain building or site features, site entrance and exits, and uplighting of trees and other landscaping is permitted. All such lighting fixtures shall be compatible with building architecture and either landscaped or installed below grade so as to be concealed from view. General flood lighting is not permitted.

b. Use Restrictions. The Noddle Property shall be developed and used as a commercial retail shopping center and/or office building in accordance with the Master Site Plan, including the uses typically associated therewith. In no event shall the Noddle Property be used for any of the following uses without the consent of the Lot 1 Owner, which consent shall be subject to the sole discretion of the Lot 1 Owner:

- i. any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, mining or drilling;
- ii. bingo arcade, game room, game arcade, amusement center, amusement park, carnival, off-track betting facility, bowling alley, billiard parlor or pool hall;
- iii. theater or movie theater or church or house of worship;

- iv. bar or tavern or nightclub or discotheque or dance hall; provided, this restriction shall not prohibit the sale of alcoholic beverages in connection with a sit-down restaurant;
- v. funeral parlor or mortuary;
- vi. flea market, pawn shop, payday loan store, check cashing facility, second-hand store;
- vii. adult bookstore, massage parlor, establishment selling, exhibiting or distributing pornographic or obscene materials or a so-called "head shop";
- viii. the operation of any business for the sale, repair, cleaning or detailing of automobiles, boats or other vehicles or trucks;
- ix. medical facility, health clinic or facility utilizing ambulances;
- x. gasoline station;
- xi. dry cleaner with on-premises cleaning;
- xii. any use involving hazardous or toxic materials, except as may be customary in first class neighborhood shopping centers in the metropolitan area where the Noddle Property is located;
- xiii. any use which is a nuisance or an obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation; or
- xiv. any use or business which has as its principal business (w) the provision of information or processing services to third parties, particularly in transaction card (such as credit cards, debit cards and retail cards) processing, (x) remittance processing, (y) the mutual fund business or (z) the processing of payment instruments or consumer funds transfers, except that one or more retail stock brokerage firms may be located on the Noddle Property.
- xv. a hotel, motel or any other establishment which, in whole or in part, holds out for occupancy lodging facilities to members of the general public.

c. Waiver. The restrictions contained in this Section 5 are for the benefit of the FDR Property and may be waived by the Lot 1 Owner in its sole discretion and shall not apply to FDR to the extent FDR now or from time-to-time owns property within the Noddle Property.

5. Enforcement.

a. Remedies. In the event of any violation by any owner of any lot within the Noddle Property or other party of any of the terms, restrictions, covenants and conditions provided in this Agreement, any owner of a lot within the FDR Property, or its respective successors or assigns, shall have, in addition to the right to collect damages and the right to pursue any other remedy at law or in equity, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

b. Interest. If any party fails to pay to another party any monetary obligation when due, interest on such obligation shall accrue at a rate equal to the lesser of: (i) the highest lawful rate in the state of Nebraska or (ii) eighteen percent (18%) per annum from the date due until paid.

6. Authority. Each party warrants that it has full right and authority to enter into this Agreement and to perform its obligations under this Agreement.

7. Modification. This Agreement may be modified only by a writing specifically identifying this Agreement and executed by all owners of any lot within the Project ("Lot Owner") at the time of the modification.

8. Runs with the Land. The rights, benefits and burdens of this Agreement shall not be personal in nature but shall inure to and be binding upon the from-time-to-time Lot Owners and their respective successors as owners of such parcels, and shall be appurtenant to and shall run with the respective title to the lots within the Project. Whenever this Agreement states either "Noddle" or "FDR," it is intended that each such provision shall be, as applicable, binding upon or inure to such party's respective successor as owner of the Noddle Property or the FDR Property or any portion thereof. Except for easements granted to third parties in accordance with Section 2, neither party may assign or otherwise convey its rights or obligations under this Agreement to any third party which is not a successor in fee simple ownership of all of such party's property which comprises the subservient estate burdened by such party's grant of easement hereunder.

9. Transfer of Title. The acceptance of any transfer or conveyance of title from any Lot Owner of all or any part of its interest in said lot shall be deemed to:

a. require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such lot to use or occupy the lot in any manner which would constitute a violation or breach of any of the easements and covenants contained herein, the Declaration or the Redevelopment Agreement; and

b. require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such lot.

Notice of each such conveyance shall be served by the conveying party upon each party or entity then owning fee title to any lot within ten (10) days after said conveyance. Upon the later of such notice or the conveyance, the conveying party shall be released from any future

obligations under this Agreement with respect to the lot conveyed, but shall not be relieved from past obligations.

10. Subsequent Amendment to the Declaration. Noddle acknowledges that by the terms of the Declaration, the Declaration may be amended, pursuant to Section 22 thereof, without the approval, consent or consultation of Noddle. Notwithstanding the foregoing, FDR hereby agrees that it shall not provide its consent or agreement to any proposed amendment to the Declaration to the extent such proposed amendment would have the effect of further restricting the use or design standards applicable to the Noddle Property without Noddle's prior consent.

11. Term. The term of this Agreement shall be perpetual unless terminated by written agreement of the parties.

12. Notices. All notices required or permitted under this Agreement shall be given by registered or certified mail, postage prepaid, by hand delivery or by nationally recognized courier, directed as follows:

If intended for Noddle, to:

Kewanee WG, L.L.C.
13710 FNB Parkway, Suite 100
Omaha, Nebraska 68154-8010
Attention: Harlan J. Noddle

If intended for FDR, to:

First Data Resources Inc.
c/o First Data Properties
12500 East Belford Avenue, Suite M 16-S
Englewood, CO 80112
Attention: Contract Administrator

With a copy to:

David A. Linenbroker
Blackwell Sanders Peper Martin LLP
720 Olive Street, 24th Floor
St. Louis, MO 63101

13. Recording. FDR shall have the right to record this Agreement in the public records of Douglas County, Nebraska at its cost.

14. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska.

15. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be

FIRST DATA RESOURCES INC., a Delaware corporation

By: [Signature]
Print Name: Jeffrey J Zallaps
Its: Assistant Secretary

State of Colorado)
County of Douglas) ss.

The foregoing instrument was acknowledged before me this 9 day of August, 2004, by Jeffrey J Zallaps as Assistant Secretary of **FIRST DATA RESOURCES INC.**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires 2/23/08.

[Signature]
Notary Public

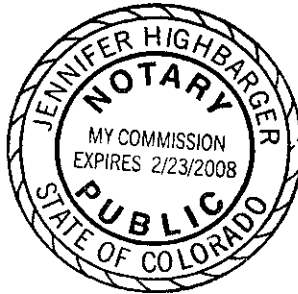


EXHIBIT A

Noddle Property

Lot 3 in Ak-Sar-Ben Business & Education Campus Replat 4, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

FDR Property

Lots 1, 2, 4, 5 and Outlot 1 in Ak-Sar-Ben Business & Education Campus Replat 4, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT D

Project

