



MISC 2006147091



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 FEE 121 <sup>50</sup> FB See Attached  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP MB  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_  
 D. 24  
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PREPARED BY ~~AND AFTER RECORDING~~  
RETURN TO:

Bonnie L. Wilkins, Esq.  
 Kennedy & Graven, Chartered  
 470 Pillsbury Center  
 Minneapolis, MN 55402

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 12/28/2006 12:33:26.70



2006147091

NCS- 204712 -MPLS(AC)

**JOINT DECLARATION OF RESTRICTIVE COVENANTS ①**

This JOINT DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this 21 day of June, 2006, by Legacy Development, L.L.C., an Iowa limited liability company ("Legacy Development") and The Shops of Legacy, L.L.C., a Nebraska limited liability company ("Shops") and LTF Real Estate Company, Inc., a Minnesota corporation ("LTF").

RECITALS

A. Following execution of this Declaration, Legacy Development is conveying certain real property legally described on Exhibit A hereto (the "LTF Property") to LTF.

B. Legacy Development owns in fee certain real property located adjacent to the LTF Property legally described on Exhibit B hereto and referred to thereon as the "Property owned by Legacy Development, L.L.C." (the "Legacy Property").

C. Shops also owns in fee certain real property located adjacent to the LTF Property legally described on Exhibit B hereto and referred to thereon as the "Property owned by The Shops of Legacy, L.L.C." (the "Shops Property")

D. Legacy and Shops have agreed to impose certain restrictions, as set out herein, on the Legacy Property and the Shops Property, respectively, for the benefit of the LTF Property. The Legacy Property consists of three (3) zones: Restricted Zone 1, legally described and depicted on Exhibit C hereto ("Restricted Zone 1"), Restricted Zone 2, legally described and depicted on Exhibit D hereto ("Restricted Zone 2"), and Restricted Zone 3, legally described and depicted on Exhibit E hereto ("Restricted Zone 3"). The Shops Property is depicted on Exhibit F hereto.

Return to:  
 First American Title Insurance Company  
 1000 Midwest Plaza West  
 801 Nicollet Mall  
 Minneapolis, Minnesota 55402

*39639*  
*39528*

E. LTF has agreed to impose certain restrictions, as set out herein, on the LTF Property for the benefit of the Legacy Property.

F LTF is not willing to purchase, and Legacy Development is not willing to sell, the LTF Property unless Legacy, Shops, and LTF execute and record this Declaration.

NOW, THEREFORE, for good and valuable consideration, Legacy, Shops, and LTF hereby agree, covenant, and declare that the Legacy Property, the Shops Property, and the LTF Property shall be owned, held, operated, mortgaged, conveyed, encumbered, and transferred subject to and burdened by the following covenants and restrictions

1. The Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3).

A. Use Restrictions for Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3). No portion of the Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3) shall be used for any of the following uses or purposes:

(1) motor vehicle service, fuel or gas stations, motor vehicle repairs including without limitation any body and fender repair work, car washes, or the displaying, renting, leasing, or sale of any automobile, truck, boat, trailer or other motor or recreational vehicle that is not entirely conducted inside of a building;

(2) a venture whose primary business is operation of video or arcade games;

(3) adult book or video store; provided, however, the foregoing shall not prohibit or limit the operation of a national or regional, reputable, general interest book store or video store such as Blockbuster, Barnes & Noble; Hollywood Video, Best Buy, Circuit City or Borders Books;

(4) health or fitness club;

(5) hair salon or nail salon, except for one (1) establishment within all of the Legacy Property that cuts hair but does not treat nails;

(6) day spa containing one or more of the following: massage therapy, hydrotherapy, or body treatments;

(7) sale of nutritional products or supplements;

(8) weight loss clinic, provided that such restriction shall not prohibit weight loss services, products or counseling incidental to any use not otherwise prohibited;

(9) warehouse or industrial use;

(10) self-storage facility;

(11) liquor store, bar or tavern (whether selling liquor for on-site or off-site consumption); provided, however, that Trader Joes, Cost Plus, and one (1) upscale, martini bar not in excess of 1,500 square feet and one (1) high-class, upscale wine-only store shall be permitted in the Legacy Property;

(12) a restaurant whose annual sales of alcohol products exceed 35% of gross revenues, fast food restaurants, or any other restaurant closer than two hundred (200) feet from the LTF Property;

(13) establishment for the sale of guns or other firearms, except sporting goods retailers that sell firearms as an ancillary use shall be permitted;

(14) tattoo or piercing parlor;

(15) any public or private nuisance;

(16) a convenience store;

(17) any obnoxious odor except customary odors emanating from restaurants;

(18) any fire, explosion or other damaging or dangerous hazard, including the storage, display, or sale of explosives or fireworks, except to the extent reasonably required for the development of the Legacy Property or any portion thereof for uses permitted hereunder;

(19) any distillation (other than so-called micro-brewing of beer), refining, smelting, agriculture or mining operations;

(20) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;

(21) any drilling for and/or removal of subsurface substances, except to the extent reasonably required for development of the Legacy Property or any portion thereof for uses permitted hereunder;

(22) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose;

(23) any cemetery, mortuary or similar service establishment;

(24) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;

(25) any entertainment, recreation or amusement use, whether directed to children or adults, including, but not limited to, any one or more of the

following: movie theatre, arcade games, amusement gallery, rides, video or redemption games, and play for fun casino games.

(26) roller-skating rink, bowling alley, teenage discotheque, discotheque, dance hall, video game parlor, pool room, off-track betting facility, casino, card club, bingo parlor, facility containing gaming equipment, or carnival activities;

(27) any school, training, or educational facility, including but not limited to: beauty schools, barber colleges, nursery schools, diet centers, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, that this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business or to Sylvan Learning Center;

(28) any second-hand or thrift stores, or flea markets, except "Play-it-Again Sports"; and

(29) any dry cleaning facilities utilizing hazardous substances with an on-premises plant; provided, however, that nothing contained herein shall preclude a drop-off/pick-up dry cleaning business as long as no cleaning services are conducted at such location.

B. Additional Use Restriction for Restricted Zone 1. Without limiting the foregoing, no portion of Restricted Zone 1 shall be used for any use or purpose other than office.

C. Additional Use Restriction for Restricted Zone 2. Without limiting the foregoing, no portion of Restricted Zone 2 shall be used for any use or purpose other than office, retail, or dining.

D. Design Restrictions for Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3). With respect to all buildings, structures and improvements on any portion of the Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3):

(1) all four (4) sides of any buildings to be constructed shall be finished with any combination of brick, stone, and EFIS, provided that no building elevation shall contain more than 40% EFIS, and the architectural detail on each building elevation facing the LTF Property shall be consistent with the building front of said building;

(2) all trash containers shall be located within enclosures made of materials matching the materials on the associated building and no trash enclosure shall be visible from the LTF Property;

(3) mechanical units on top of any buildings shall be fully screened from view with parapet wall on the same plane as the building wall;

(4) all landscaping shall be of a consistent, high quality design;

(5) no building elevations (excluding architectural features, parapets, and mechanical rooms) shall exceed thirty-five feet (35') in height;

(6) without limiting the foregoing, no buildings, structures, or improvements of any kind shall be constructed, installed, or erected on any portion of the Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3) without the prior written approval of the owner of the LTF Property of the site plan, landscape plan, building architecture, and signage plan (which shall be generally consistent with the theme and architecture of the building elevations), which approval shall not be unreasonably withheld, and

(7) no construction debris shall be allowed or permitted on the LTF Property.

E. Additional Design Restrictions on Restricted Zone 1 and Restricted Zone 2. In addition to the prohibitions set forth above, with respect to all buildings, structures and improvements on any portion of Restricted Zone 1 or Restricted Zone 2:

(1) no building or structure shall be constructed within sixty-five feet (65') of the LTF Property;

(2) no building shall contain more than 45,000 square feet, except that a Whole Foods, or other similar high-end, upscale, specialty grocer, may be up to 60,000 square feet;

(3) no building, except one used exclusively for office purposes, shall contain more than six (6) tenants on the ground level;

(4) no back of any building shall face the LTF Property; and

(5) any improvements located on a parcel adjacent to the LTF Property shall include a landscape buffer having a width of at least ten feet (10') abutting those certain internal drives depicted on Exhibit G attached hereto.

F. Access and Parking Restrictions and Covenants for Legacy Property. No user of any portion of the Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3) shall have any cross-over parking or access rights on the LTF Property or the Shops Property. Any improvements constructed on portions of the Legacy Property shall contain on such parcel at least the minimum parking required by the applicable local ordinance.

G. Undeveloped Parcels on Legacy Property. The owner of any undeveloped parcel within the Legacy Property (Restricted Zone 1, Restricted Zone 2, and Restricted Zone 3) shall seed such parcel with grass and mow such parcel until such time that construction commences thereon.

2. The Shops Property.

A. Use Restrictions for Shops Property. No portion of the Shops Property shall be used for any of the following uses or purposes:

(1) motor vehicle service, fuel or gas stations, motor vehicle repairs including without limitation any body and fender repair work, car washes, or the displaying, renting, leasing, or sale of any automobile, truck, boat, trailer or other motor or recreational vehicle that is not entirely conducted inside of a building;

(2) a venture whose primary business is operation of video or arcade games;

(3) adult book or video store; provided, however, the foregoing shall not prohibit or limit the operation of a national or regional, reputable, general interest book store or video store such as Blockbuster, Barnes & Noble; Hollywood Video, Best Buy, Circuit City or Borders Books;

(4) health or fitness club;

(5) hair salon or nail salon, except for one (1) establishment within all of the Legacy Property and the Shops Property that cuts hair but does not treat nails; provided, however, that this restriction shall expire if, after construction of a health and fitness club on the LTF Property, the LTF Property is not used, in part, as a hair salon or nail salon, for a period in excess of six (6) months, exclusive of periods where such non-use is due to repair, renovation, or reconstruction;

(6) day spa containing one or more of the following: massage therapy, hydrotherapy, or body treatments; provided, however, that this restriction shall expire if, after construction of a health and fitness club on the LTF Property, the LTF Property is not used, in part, as a day spa containing one or more of the following: massage therapy, hydrotherapy, or body treatments for a period in excess of six (6) months, exclusive of periods where such non-use is due to repair, renovation, or reconstruction;

(7) sale of nutritional products or supplements; provided, however, that this restriction shall expire if, after construction of a health and fitness club on the LTF Property, the LTF Property is not used, in part, for the sale of nutritional products or supplements for a period in excess of six (6) months, exclusive of periods where such non-use is due to repair, renovation, or reconstruction;

(8) weight loss clinic, provided that such restriction shall not prohibit weight loss services, products or counseling incidental to any use not otherwise prohibited; provided, however, that this restriction shall expire if, after construction of a health and fitness club on the LTF Property, the LTF Property is not used as a

health and fitness club for a period in excess of six (6) months, exclusive of periods where such non-use is due to repair, renovation, or reconstruction;

(9) warehouse or industrial use;

(10) self-storage facility;

(11) liquor store, bar or tavern (whether selling liquor for on-site or off-site consumption) in excess of 3,000 square feet; provided, however, that Trader Joes, Cost Plus, or similar users and one (1) high-class, upscale wine-only store shall be permitted in the Shops Property;

(12) a restaurant greater than 3,000 square feet or more than two (2) restaurants less than 3,000 square feet whose annual sales of alcohol products, in either case, exceed 35% of gross revenues, a fast food restaurant, or any restaurant closer than one hundred fifty (150) feet from the LTF Property;

(13) establishment for the sale of guns or other firearms, except sporting goods retailers that sell firearms as an ancillary use shall be permitted;

(14) tattoo or piercing parlor;

(15) any public or private nuisance;

(16) a convenience store, such as 7-11 or Circle K;

(17) any obnoxious odor except customary odors emanating from restaurants;

(18) any fire, explosion or other damaging or dangerous hazard, including the storage, display, or sale of explosives or fireworks, except to the extent reasonably required for the development of the Legacy Property or any portion thereof for uses permitted hereunder;

(19) any distillation (other than so-called micro-brewing of beer), refining, smelting, agriculture or mining operations;

(20) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;

(21) any drilling for and/or removal of subsurface substances, except to the extent reasonably required for development of the Legacy Property or any portion thereof for uses permitted hereunder;

(22) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose;

(23) any cemetery, mortuary or similar service establishment;

(24) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;

(25) a movie theatre, arcade games, or amusement gallery;

(26) roller-skating rink, bowling alley, teenage discotheque, discotheque, dance hall, casino, bingo parlor, or carnival activities;

(27) any school, training, or educational facility, including but not limited to: beauty schools, barber colleges, nursery schools, diet centers, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, that this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business or to Sylvan Learning Center or similar user;

(28) any second-hand or thrift stores, or flea markets, except "Play-it-Again Sports" or similar user; and

(29) any dry cleaning facilities utilizing hazardous substances with an on-premises plant.

B. Additional Use Restriction for Shops Property. Without limiting the foregoing, no portion of the Shops Property shall be used for any use or purpose other than office, retail, dining, or multi-family residential.

C. Design Restrictions for Shops Property. With respect to all buildings, structures and improvements on any portion of the Shops Property:

(1) all four (4) sides of any buildings to be constructed shall be finished with any combination of brick, stone, and EFIS, provided that no building elevation shall contain more than 40% EFIS, and the architectural detail on each building elevation facing the LTF Property shall be consistent with the building front of said building;

(2) all trash containers shall be located within enclosures made of materials matching the materials on the associated building;

(3) mechanical units on top of any buildings shall be fully screened from view with parapet wall on the same plane as the building wall consistent with the screening of the mechanical units on the buildings located immediately North of the Shops Property on West Center Road;

(4) all landscaping shall be of a consistent, high quality design;

(5) no construction debris shall be allowed or permitted on the LTF Property.

D. Additional Design Restrictions on the Shops Property. In addition to the prohibitions set forth above, with respect to all buildings, structures and improvements on



any portion of Shops Property:

- (1) no retail building shall contain more than 45,000 square feet;
- (2) no building shall be less architecturally detailed than the buildings located immediately North of the Shops Property on West Center Road; and
- (3) any improvements located on a parcel adjacent to the LTF Property shall include a landscape buffer having a width of at least ten feet (10') abutting those certain internal drives depicted on Exhibit F attached hereto.

E. Access and Parking Restrictions and Covenants for Shops Property. No user of any portion of the Shops Property shall have any cross-over parking or access rights on the LTF Property. Any improvements constructed on portions of the Shops Property shall contain on such parcel at least the minimum parking required by the applicable local ordinance.

F. Easement to Maintain Undeveloped Parcels on Shops Property. Shops hereby grants and conveys to the owner of the LTF Property a temporary license to enter any undeveloped portion of the Southerly one hundred feet (100') of the Shops Property and seed such portion with grass and mow such portion until such time that construction commences thereon, all at the sole expense of the owner of the LTF Property.

3. LTF Property.

A. Use Restrictions. No portion of the LTF Property shall be used for any of the following uses or purposes:

- (1) motor vehicle service, fuel or gas stations, motor vehicle repairs including without limitation any body and fender repair work, car washes, or the displaying, renting, leasing, or sale of any automobile, truck, boat, trailer or other motor or recreational vehicle that is not entirely conducted inside of a building;
- (2) a venture whose primary business is operation of video or arcade games;
- (3) adult book or video store; provided, however, the foregoing shall not prohibit or limit the operation of a national or regional, reputable, general interest book store or video store such as Blockbuster, Barnes & Noble; Hollywood Video, Best Buy, Circuit City or Borders Books;
- (4) warehouse or industrial use;
- (5) self-storage facility;
- (6) liquor store, bar or tavern (whether selling liquor for on-site or off-site consumption); provided, however, that Trader Joes, Cost Plus, and one (1)

upscale, martini bar not in excess of 1,500 square feet and one (1) high-class, upscale wine-only store shall be permitted on the LTF Property;

(7) a restaurant whose annual sales of alcohol products exceed 35% of gross revenues or fast food restaurant;

(8) establishment for the sale of guns or other firearms, except sporting goods retailers that sell firearms as an ancillary use shall be permitted;

(9) tattoo or piercing parlor;

(10) any public or private nuisance;

(11) a convenience store;

(12) any obnoxious odor except customary odors emanating from restaurants;

(13) any fire, explosion or other damaging or dangerous hazard, including the storage, display, or sale of explosives or fireworks, except to the extent reasonably required for the development of the LTF Property or any portion thereof for uses permitted hereunder;

(14) any distillation (other than so-called micro-brewing of beer), refining, smelting, agriculture or mining operations;

(15) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;

(16) any drilling for and/or removal of subsurface substances except to the extent reasonably required for development of the LTF Property or any portion thereof for uses permitted hereunder;

(17) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose;

(18) any cemetery, mortuary or similar service establishment;

(19) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;

(20) any entertainment, recreation or amusement use, other than a health and fitness club and related uses, whether directed to children or adults, including, but not limited to, any one or more of the following: movie theatre, arcade games, amusement gallery, rides, video or redemption games, play for fun or casino games.

(21) roller-skating rink, bowling alley, teenage discotheque, discotheque, dance hall, video game parlor, pool room, off-track betting facility, casino, card club, bingo parlor, facility containing gaming equipment, or carnival activities;

(22) any school, training, or educational facility, including but not limited to: beauty schools, barber colleges, nursery schools, diet centers, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, that this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business or to Sylvan Learning Center;

(23) any second-hand or thrift stores, or flea markets, except "Play-it-Again Sports"; and

(24) any dry cleaning facilities utilizing hazardous substances with an on-premises plant; provided, however, that nothing contained herein shall preclude a drop-off/pick-up dry cleaning business as long as no cleaning services are conducted at such location.

B. Access and Parking Restrictions and Covenants. No user of any portion of the LTF Property shall have any cross-over parking or access rights on any portion of the Legacy Property or the Shops Property. Any improvements constructed on portions of the LTF Property shall contain on such parcel at least the minimum parking required by the applicable local ordinance.

4. Binding on Successors and Assigns; Amendment; Expiration. The covenants, restrictions, and prohibitions contained herein are intended to touch and concern the land and shall run with the land, shall be perpetual, and be binding upon, and inure to the benefit of, the current and future owners of any portion of the Legacy Property, the Shops Property, and the LTF Property, respectively, their successors and assigns, and shall not be amended or modified unless by an instrument in writing executed by all of the owners and encumbrancers, at the time of the amendment or modification, of the LTF Property and that portion of the Legacy Property or the Shops Property, as the case may be, affected by said amendment or modification.

5. No Merger. It is the intent of Legacy that common ownership of the LTF Property, and the Legacy Property (or any portions thereof) shall not result in a merger of interests and shall not serve to terminate this Declaration in whole or part or to extinguish the restrictions declared hereunder.

6. Enforcement; Non-Waiver. The restrictions and covenants contained herein on the Legacy Property (or any portion of Restricted Zone 1, Restricted Zone 2, or Restricted Zone 3) and the Shops Property shall be enforceable by the owner of the LTF Property, its successors and assigns, at law or by injunctive relief, the remedy at law being inadequate, without the necessity of posting any bond or other security. The restrictions contained herein on the LTF Property shall be enforceable by any one or more of the owner(s) of the Legacy Property (or any portion of Restricted Zone 1, Restricted Zone 2, or Restricted Zone 3) or the Shops Property (or any portion thereof), as

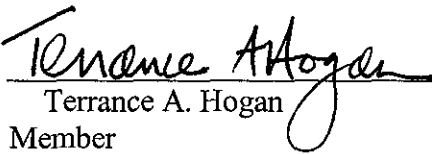
the case may be, or their respective tenants, successors and assigns, at law or by injunctive relief, the remedy at law being inadequate, without the necessity of posting any bond or other security. This Declaration shall be governed by the laws of the State of Nebraska. No delay or omission of the owner of any property subject to this Declaration in the exercise of any right accruing upon any default of an owner of any other property subject to this Declaration shall impair such right or be construed to be a waiver thereof with respect to the defaulting owner, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Declaration shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration.

WHEREFORE, the parties hereto have set executed this Declaration on the date stated above.

Legacy Development, L.L.C., an Iowa limited liability company

By:   
Jeff W. Johnson, Managing Manager

The Shops of Legacy, L.L.C., a Nebraska limited liability company

By:   
Terrance A. Hogan  
Its: Member

LTF Real Estate Company, Inc., a Minnesota corporation.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

the case may be, or their respective tenants, successors and assigns, at law or by injunctive relief, the remedy at law being inadequate, without the necessity of posting any bond or other security. This Declaration shall be governed by the laws of the State of Nebraska. No delay or omission of the owner of any property subject to this Declaration in the exercise of any right accruing upon any default of an owner of any other property subject to this Declaration shall impair such right or be construed to be a waiver thereof with respect to the defaulting owner, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Declaration shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration.

WHEREFORE, the parties hereto have set executed this Declaration on the date stated above.

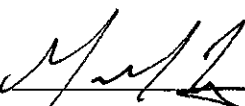
Legacy Development, L.L.C., an Iowa limited liability company

By: \_\_\_\_\_  
Jeff W. Johnson, Managing Manager

The Shops of Legacy, L.L.C., a Nebraska limited liability company

By: \_\_\_\_\_  
Terrance A. Hogan  
Its: Member

LTF Real Estate Company, Inc., a Minnesota corporation.

By:  \_\_\_\_\_  
Name: MARK Zaebst  
Its: EVP of Real Estate

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

The foregoing instrument was acknowledged before me this 17th day of March, 2006, by Jeff W. Johnson, the Manager of Legacy Development, L.L.C., a limited liability company under the laws of Iowa, by and on behalf of said company.

Notary Public

My commission expires:

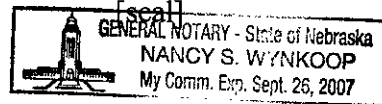


STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

The foregoing instrument was acknowledged before me this 16th day of March, 2006, by Terrance A. Hogan, the Member of The Shops of Legacy, L.L.C., a limited liability company under the laws of Nebraska, by and on behalf of said company.

Notary Public

My commission expires:



STATE OF MINNESOTA }  
COUNTY OF HENNEPIN } ss.:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, the \_\_\_\_\_ of LTF Real Estate Company, Inc., a corporation under the laws of Minnesota on behalf of said company.

Notary Public

My commission expires:

[seal]

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2006, by Jeff W. Johnson, the Manager of Legacy Development, L.L.C., a limited liability company under the laws of Iowa, by and on behalf of said company.

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

My commission expires: [seal]

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

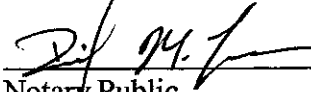
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2006, by Terrance A. Hogan, the Member of The Shops of Legacy, L.L.C., a limited liability company under the laws of Nebraska, by and on behalf of said company.

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

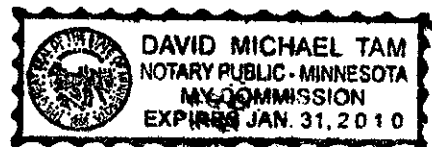
My commission expires: [seal]

STATE OF MINNESOTA }  
COUNTY OF HENNEPIN } ss.:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JUNE, 2006, by MARK ZAEBSST, the EVP of REAL ESTATE DEV. of LTF Real Estate Company, Inc., a corporation under the laws of Minnesota on behalf of said company.

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

My commission expires: 1 | 31 | 10 [seal]



**CONSENT AND JOINDER**

Great Western Bank, a Nebraska banking corporation, holder of a deed of trust on the aforementioned Legacy Property, hereby consents to and joins in the foregoing declaration so as to subject its interest to the terms thereof. Nothing contained herein shall impose any personal liability on the holder.

Great Western Bank, a Nebraska banking corporation

By B.D.  
Its Vice President

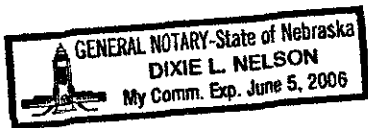
STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

The foregoing instrument was acknowledged before me this 17 day of March, 2006, by Brian Decker, the Vice President of Great Western Bank, a banking corporation under the laws of Nebraska, by and on behalf of said corporation.

Dixie L. Nelson  
Notary Public

My commission expires:

[seal]





CONSENT AND JOINDER

TICRONC BANK, a NEBRASKA BANKING CORPORATION, holder of a deed of trust on the aforementioned Shops Property, hereby consents to and joins in the foregoing declaration so as to subject its interest to the terms thereof. Nothing contained herein shall impose any personal liability on the holder.

TICRONC BANK, a NEBRASKA BANKING CORPORATION  
By Luke Traynowicz  
Its FIRST VICE PRESIDENT

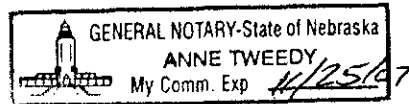
STATE OF NEBRASKA }  
COUNTY OF LANCASTER } ss.:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of MARCH, 2006, by LUKE TRAYNOWICZ, the FIRST VICE PRESIDENT of TICRONC BANK, a BANKING CORPORATION under the laws of NEBRASKA, by and on behalf of said CORPORATION.

Anne Tweedy  
Notary Public

My commission expires: 11/25/07

[seal]



**EXHIBIT A**  
Legal Description of LTF Property

**Legal Description**

The land referred to is situated in the State of Nebraska, County of Douglas and is described as follows:

Lot 2, Legacy Replat 12, a subdivision in Douglas County, Nebraska.

*MI-22286*

**EXHIBIT B**  
Legal Descriptions of the Property

Property owned by Legacy Development, L.L.C.

Lot 1 Legacy Replat 12, a subdivision in Douglas County, Nebraska.

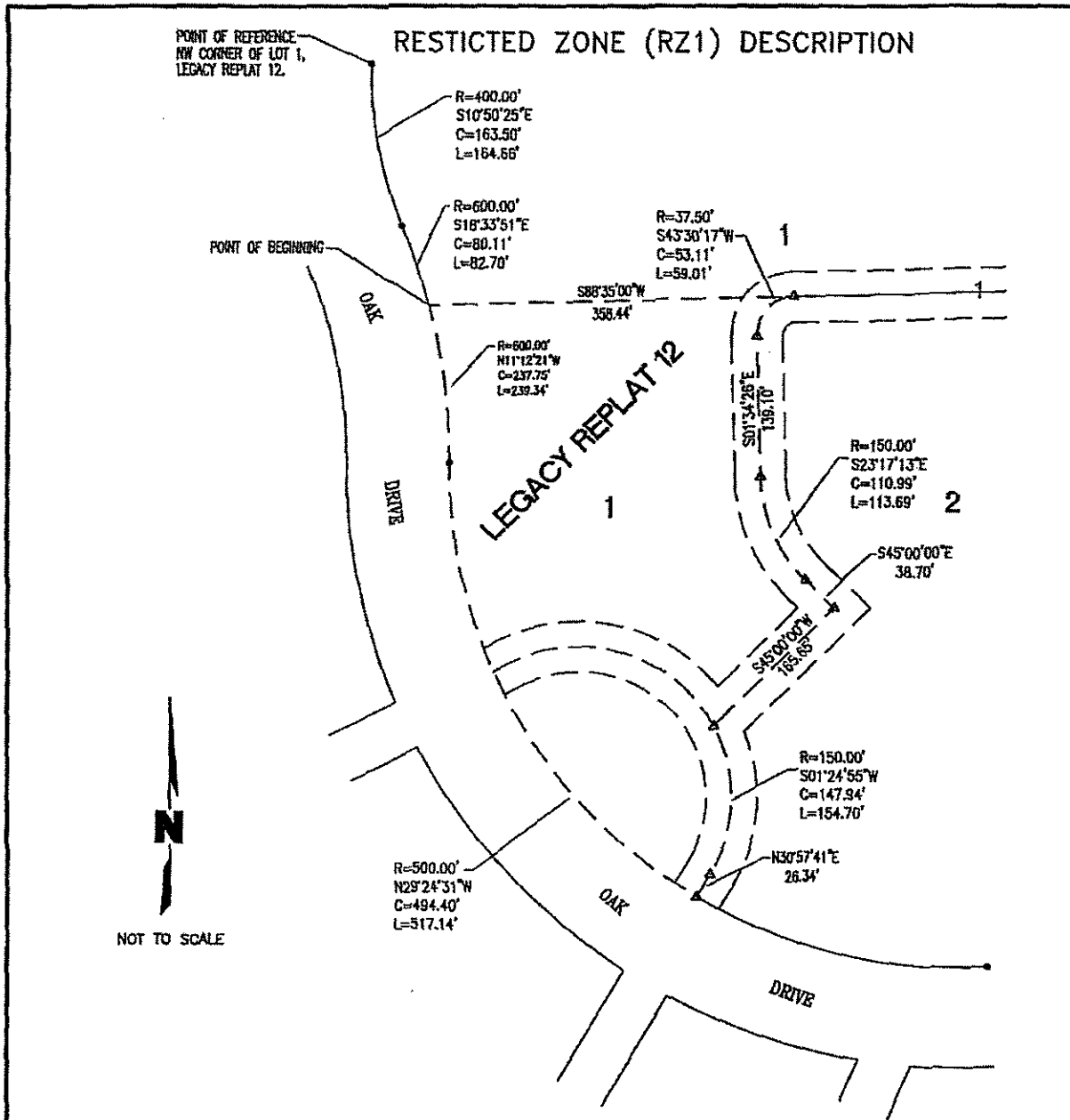
MI-22286

Property owned by The Shops of Legacy, L.L.C.

Lot 2 Legacy Replat 10, a subdivision in Douglas County, Nebraska

MI-22281

**EXHIBIT C**  
**Legal Description and Depiction of Restricted Zone 1**



RESTRICTED ZONE (RZ1) DESCRIPTION

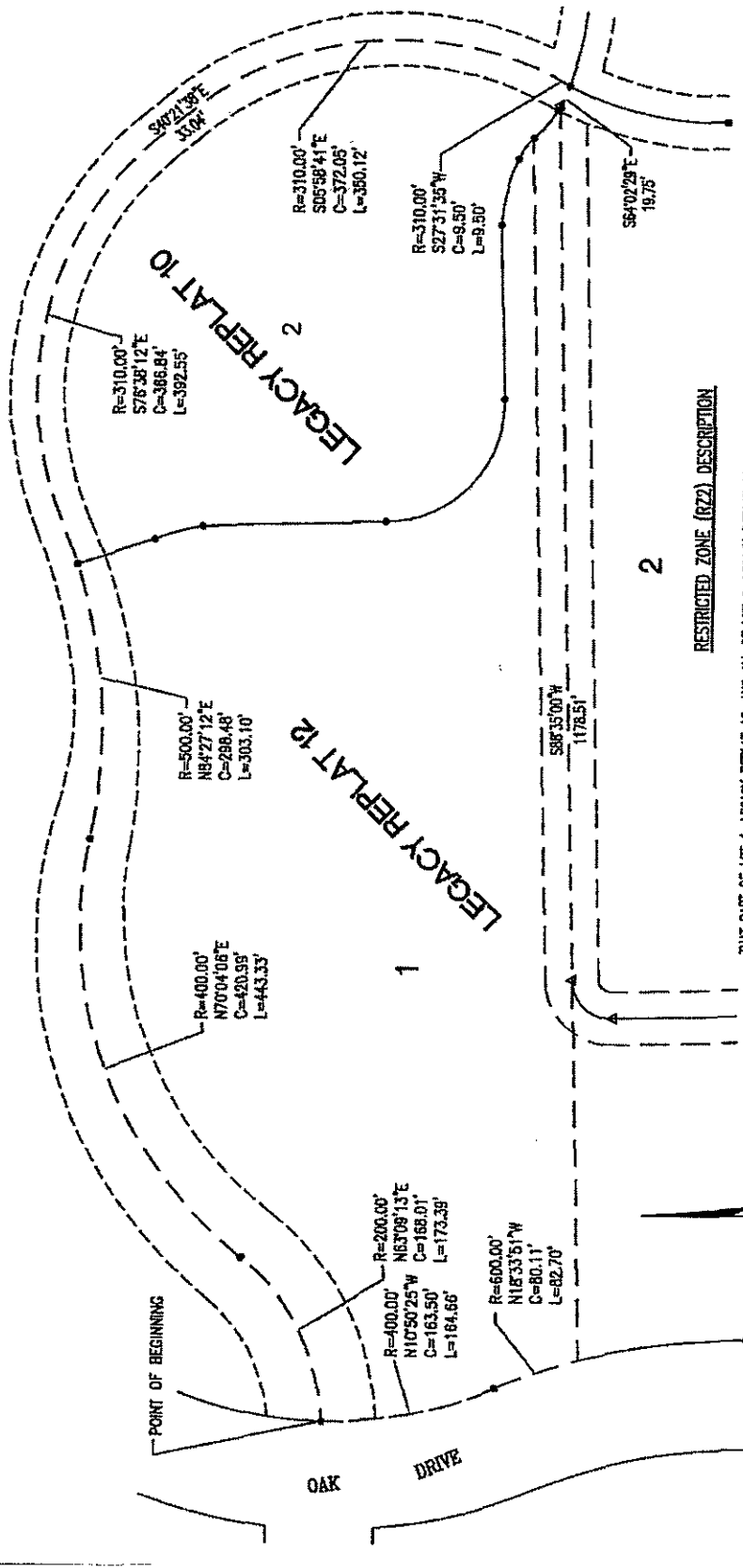
THAT PART OF LOT 1, LEGACY REPLAT 12, A PLATTED AND RECORDED SUBDIVISION, DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID LOT 1, LEGACY REPLAT 12; THENCE ON A 400.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 164.66 FEET (LONG CHORD BEARS S10°50'25"E, 163.50 FEET); THENCE ON A 600.00 FOOT RADIUS TO THE RIGHT, AN ARC LENGTH OF 82.70 FEET (LONG CHORD BEARS S18°33'51"E, 80.11 FEET) TO THE POINT OF BEGINNING; THENCE N88°35'00"E, 358.44 FEET; THENCE ON A 37.50 RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 59.01 FEET (LONG CHORD BEARS S43°30'17"W, 53.11 FEET); THENCE S01°34'26"E, 139.10 FEET; THENCE ON A 150.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 113.69 FEET (LONG CHORD BEARS S23°17'13"E, 110.99 FEET); THENCE S45°00'00"E, 38.70 FEET; THENCE S45°00'00"W, 165.65 FEET; THENCE ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 154.70 FEET (LONG CHORD BEARS S01°24'55"W, 147.94 FEET); THENCE S30°57'41"W, 28.34 FEET TO THE EASTERLY RIGHT OF WAY OF OAK DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY AND ON A 500.00 RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 517.14 FEET (LONG CHORD BEARS N28°24'31"W, 494.40 FEET); THENCE ALONG SAID EASTERLY RIGHT OF WAY AND ON A 600.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 239.34 FEET (LONG CHORD BEARS N11°12'21"W, 237.75 FEET) TO THE POINT OF BEGINNING, CONTAINING 3.42 ACRES (148999.35 SQFT) MORE OR LESS.

# EXHIBIT D

## Legal Description and Depiction of Restricted Zone 2

### RESTRICTED ZONE (RZZ) DESCRIPTION



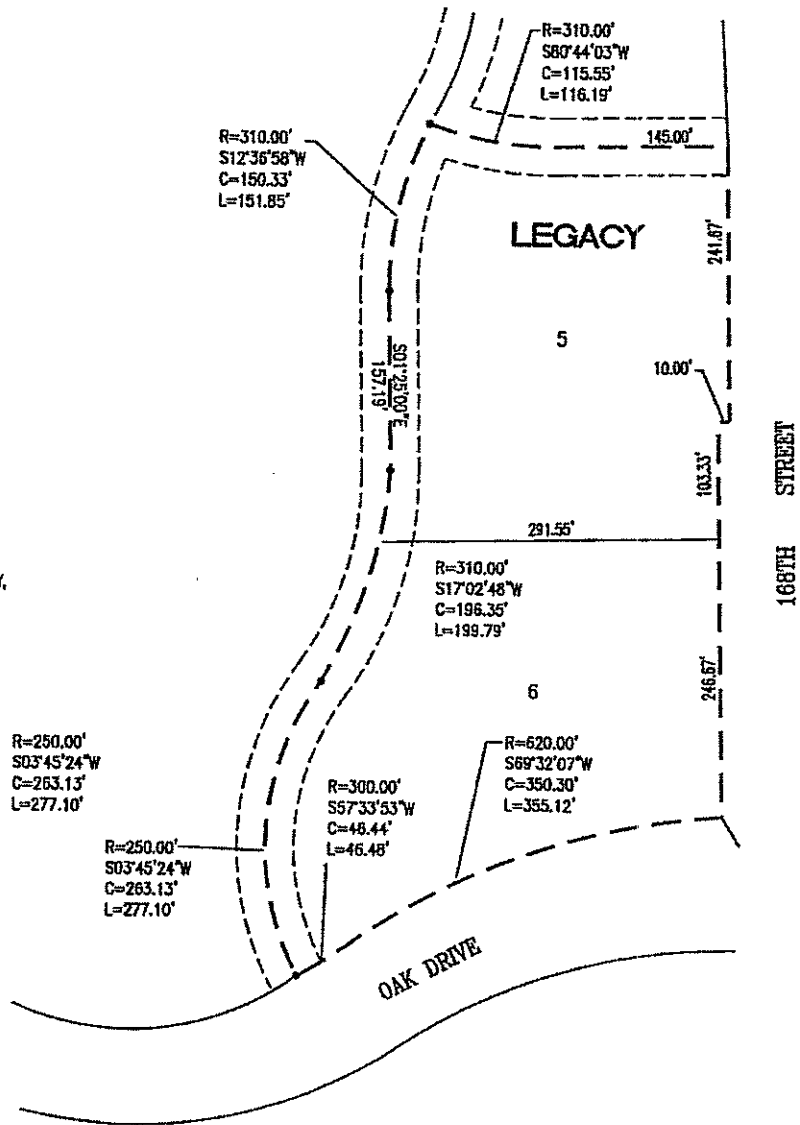
NOT TO SCALE

**EXHIBIT E**  
 Legal Description and Depiction of Restricted Zone 3

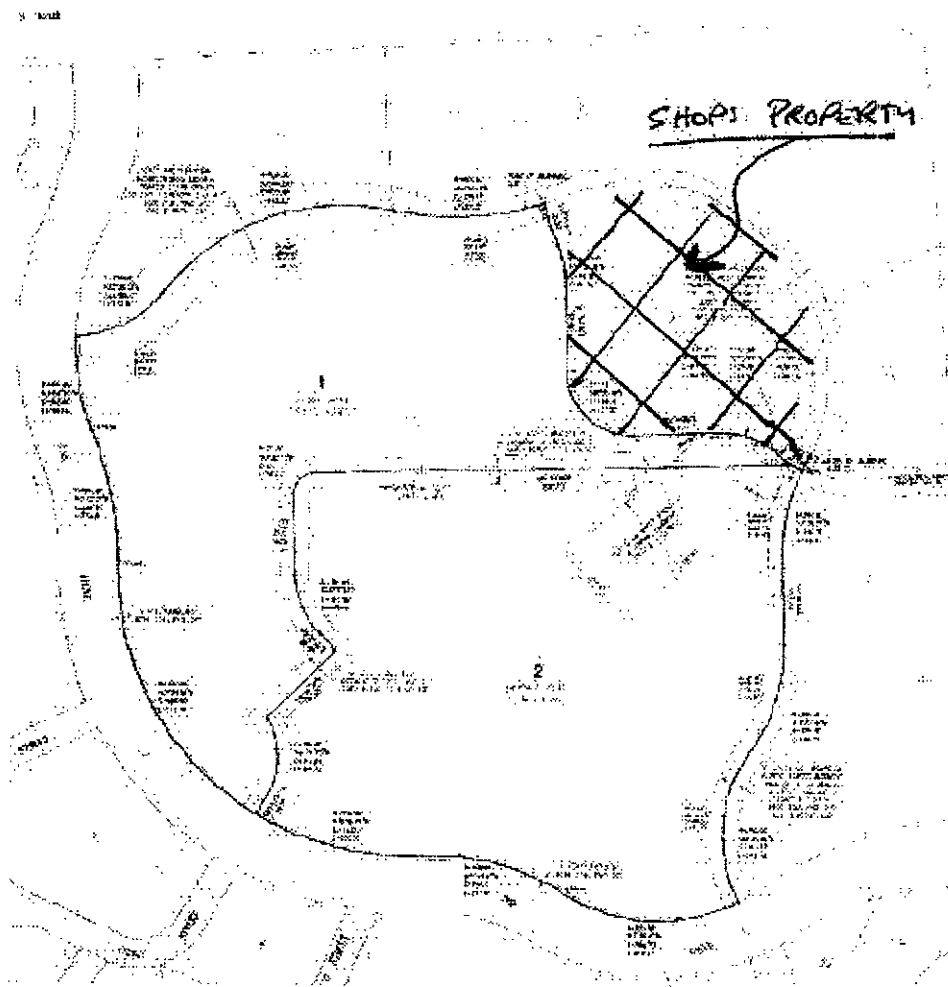
**RZ-3 DESCRIPTION**



RZ-3 LEGAL DESCRIPTION  
 LOTS 5 AND 6, LEGACY, A PLATTED AND  
 RECORDED SUBDIVISION, DOUGLAS COUNTY,  
 NEBRASKA.



**EXHIBIT F**  
Depiction of Shops Property



**EXHIBIT G**  
Depiction of Certain Internal Drives

