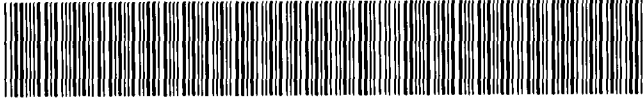


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Register of Deeds, Douglas County, NE
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RETURN TO: John Katesman
Husch Blackwell LLP
1620 Dodge St., Suite 2100
Cumaha, NE 68102

CHECK NUMBER.

C

CONSENT AGREEMENT & RESTRICTIVE COVENANT

THIS CONSENT AGREEMENT & RESTRICTIVE COVENANT is entered into as of this 29th day of December, 2011, ("Agreement") by and between Realty Income Corporation, a Maryland corporation, successor by merger to Realty Income Corporation, a Delaware corporation ("**Developer**") and Kohl's Illinois, Inc., a Nevada corporation, successor-in-interest to Kohl's Department Stores, Inc., a Delaware corporation ("**Kohl's**"), and The V-Omaha LLC, a Nebraska limited liability company ("**The V**"). Developer, Kohl's and The V may hereinafter be collectively referred to as the "**Parties.**"

WHEREAS, Developer is the owner of that certain parcel of real property (the "**Developer Parcel**") more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Kohl's is the owner of that certain parcel of real property (the "**Kohl's Parcel**") more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference. The Developer Parcel and Kohl's Parcel may hereinafter be collectively referred to as the "**Parcels**";

WHEREAS, the Parcels are subject to that certain Declaration of Covenants, Easements and Restrictions dated August 28, 1992, and recorded in the office of the Register of Deeds of Douglas County, Nebraska on September 11, 1992 in Book 1030 at Page 603 of Miscellaneous Records, as amended by that certain First Amendment to Declaration of Covenants, Easements and Restrictions dated December 16, 1992, and recorded in the office of the Register of Deeds of Douglas County, Nebraska on December 18, 1992 in Book 1049 at Page 336 of Miscellaneous Records (collectively, the "**Original Declaration**").

WHEREAS, (i) Developer and The V are in discussions concerning a possible future leasing transaction involving the Developer Parcel; (ii) The V's proposed use of

the Developer Parcel is not permitted by the Declaration, (iii) Developer is seeking approval of that certain Second Amendment to Declaration of Covenants, Easements and Restrictions amending the Original Declaration (the “**Second Amendment**”) in the form of Exhibit C attached hereto and by this reference incorporated herein, which Second Amendment would have the effect of permitting The V’s proposed use (the “**New Permitted Use**”), and shall be recorded in the office of the Register of Deeds of Douglas County, Nebraska in accordance with the terms of this Agreement. The Original Declaration and the Second Amendment are hereinafter collectively referred to as the “Declaration.” The real estate which is subject to the Declaration is described in Exhibit “D” (the “**Entire Parcel**”) and is attached hereto and incorporated herein by this reference..

NOW, THEREFORE, for and in consideration of the covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Concurrently with the execution of this Agreement, Kohl’s shall execute and deliver to Developer a counterpart of the Second Amendment. The effectiveness of this Agreement is conditioned on the Second Amendment being approved by all of the owners of the Entire Parcel and recorded in the office of the Register of Deeds of Douglas County, Nebraska; provided, however, Developer covenants and agrees that this Agreement shall be placed of record first in time.

2. Notwithstanding the provisions of the Second Amendment, without the prior written consent of Kohl’s, which may be withheld in Kohl’s sole and absolute discretion, Developer will not permit the Developer Parcel to be leased to any party except The V for the New Permitted Use.

3. Developer covenants and agrees that it will cause The V via the terms of any lease agreement entered into by the parties , to covenant and agree to (i) maintain a well-lighted and well-maintained parking lot on the Developer’s Parcel, (ii) provide one officially attired security staff person on duty at Developer’s Parcel from 11:00 a.m. to 11:00 p.m. Monday through Thursday, 11:00 a.m. to 6:00 p.m. Friday, 10:00 a.m. to 6:00 p.m. Saturday, and 10:00 a.m. to 11:00 p.m. Sunday, (iii) provide 2 officially attired

security staff people on duty at Developer's Parcel from 6:00 p.m. to Midnight on Friday and Saturday and (iv) retain an independent professional security company to provide parking lot patrol services on the Developer's Parcel from 11:00 p.m. to 6:00 a.m. Monday through Thursday and Sunday, and Midnight to 6:00 a.m. on Friday and Saturday (collectively, the "**Security Requirements**"). Compliance with the Security Requirements will be subject to matters beyond the Developer's and The V's reasonable ability to control, including without limitation adverse weather conditions, temporary unavailability of utility services, time required using reasonable diligence to make necessary repairs to parking lot lighting or to hire replacement security personnel. Notwithstanding the foregoing, after The V has been open for business for the New Permitted Use for at least three years, Developer or The V may request that Kohl's consent to a modification to the requirements of this Section 3, and in such event, Kohl's shall give good faith consideration to such request and will not unreasonably withhold Kohl's consent thereto. Notwithstanding anything contained herein to the contrary, the provisions of this Section 3 shall run with and inure to the benefit of the Kohl's Parcel only and no other parcels located within the Entire Parcel.

4. This Agreement shall in no way be deemed a consent to, or release or waiver of (i) any other restrictions encumbering the Entire Parcel, or any portion thereof, for the benefit of Kohl's, or (ii) any rights and remedies of Kohl's under the Declaration. Further, failure of Kohl's to enforce or insist upon the performance of any of the terms of the Declaration or this Agreement shall not be construed as a waiver of any other terms or a waiver of any future right to enforce or insist upon the performance of the same terms.

5. All terms and conditions of the Declaration not expressly modified by this Agreement shall remain in full force and effect as of the date thereof.

6. This Agreement shall be binding upon the Parties and each of their successors and assigns, and shall be governed by the laws of the State of Nebraska. If any party engages the services of an attorney to enforce any term of this Agreement, then the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees and costs incurred.

7. Unless otherwise modified, canceled or terminated by all of the Parties, this Agreement and all the covenants, rights, restrictions, and provisions in this

Agreement create an equitable servitude upon the respective Parcels, shall bind every person or entity having any fee, leasehold, or other interest in or encumbrance on any portion of the Parcels at any time, and shall continue in full force and effect for so long as The V shall be occupying the Developer Parcel for the New Permitted Use.

8. This Agreement constitutes the entire agreement between the Parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed by the owners of the Parcels.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written:

Approved As To Form:
Legal Department
[Signature]

REALTY INCOME CORPORATION,
a Maryland corporation,

By: *[Signature]*
Printed Name: Richard G. Collins
Executive Vice President,
Title: Portfolio Management

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On DECEMBER 29, 2011 before me, SUSAN BUSCH, Notary Public, personally appeared RICHARD G. COLLINS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Busch
Signature of Notary Public




(Notary Seal)

My commission expires: Nov. 6, 2015

APPROVED
MDD

KOHL'S ILLINOIS, INC.

By: 

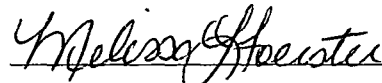
Printed Name: Richard D. Schepp

Title: Attorney-in-Fact

STATE OF WISCONSIN
COUNTY OF WAUKESHA

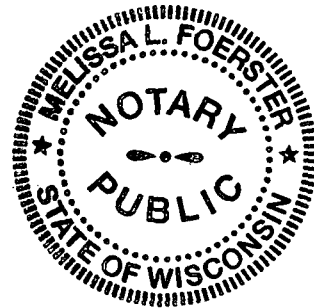
Before me, the undersigned, a Notary Public in and for said State, personally appeared Richard D. Schepp, known to me and known by me to be the Attorney-in-Fact of Kohl's Illinois, Inc., a Nevada corporation, and acknowledged the execution of the foregoing Consent Agreement & Restrictive Covenant for and on behalf of the corporation.

Given under my hand and seal of office this 19 day of December, 2011.



Notary Public

My commission expires: 1/10/2015



THE V-OMAHA LLC,
a Nebraska limited liability company

By: Michael R. Zabawa

STATE OF NEBRASKA
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public in and for said State, personally appeared Michael R. Zabawa, known to me and known by me to be the Manager of The V-Omaha LLC and acknowledged the execution of the foregoing Consent Agreement for and on behalf of said limited liability company.

Given under my hand and seal of office this 23rd day of Dec., 2011.

[Signature]
Notary Public
My commission expires:

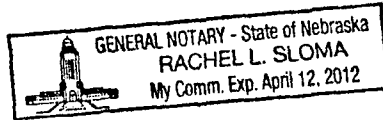


EXHIBIT A
DEVELOPER'S PARCEL

61-28226

Lot 1, Oakview Plaza 1st Platting, a Subdivision in Douglas County, Nebraska

TOGETHER WITH easement right for parking and storm water drainage over through and around the Common Areas as granted in Declaration of Covenants, Easements and Restrictions, dated August 28, 1992 and recorded September 11, 1992 in Book 1030 at Page 603 of the Miscellaneous Records of Douglas County, Nebraska.

TOGETHER WITH easement rights for ingress and egress upon, over and across the Service Drives as granted in Declaration of Covenants, Easements and Restrictions, dated August 28, 1992 and recorded September 11, 1992 in Book 1030 at Page 603 of the Miscellaneous Records of Douglas County, Nebraska.

TOGETHER WITH rights of ingress and egress from Oak View Drive granted in Declaration of Covenants, Easements and Restrictions, dated August 28, 1992 and recorded September 11, 1992 in Book 1030 at Page 603 of the Miscellaneous Records of Douglas County, Nebraska.

TOGETHER WITH easement rights for use of drive lanes and access drives as granted in Amended and Restated Reciprocal Easement Agreement, dated October 14, 1994 and recorded November 15, 1994 in Book 1133 at Page 648 of the Miscellaneous Records of Douglas County, Nebraska.

TOGETHER WITH easement rights for sanitary storm sewer and utility lines as granted in Sanitary, Storm Sewer and Utility Easement, dated August 28, 1992 and recorded September 11, 1992 in Book 1030 at Page 645 of the Miscellaneous Records of Douglas County, Nebraska; as amended by First Amendment to Sanitary, Storm Sewer and Utility Easement, dated April 17, 1993 and recorded April 23, 1993 in Book 1068 at Page 197 of the Miscellaneous Records of Douglas County, Nebraska; and granted in Sanitary, Storm Sewer and Utility Easement, dated October 26, 1992 and recorded November 23, 1992 in Book 1043 at Page 701 of the Miscellaneous Records of Douglas County, Nebraska.

Exhibit "B"
Kohl's Parcel

A tract of land being part of Lots 19 and 21, and a portion of vacated "A" Street, all in Oak View, a platted and recorded Subdivision, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the most southeasterly corner of said Lot 19, said point being the beginning of a non-tangent curve to the right; thence along the Southerly line of said Lot 19 and along said curve, having a radius of 3627.77 feet and a chord bearing N65°28'45"W, 657.79 feet, an arc distance of 648.65 feet to the true point of beginning; thence continuing along the Southerly line of said Lot 19 and along said curve, having a radius of 3627.77 feet and a chord bearing N57°25'29"W, 371.15 feet, an arc distance of 371.32 feet; thence continuing along said Southerly line, N54°20'08"W (platted bearing), 22.19 feet; thence N00°10'50"W, 931.44 feet; thence N89°49'10"E, 290.16 feet; thence S00°10'50"E, 174.24 feet; thence N89°49'10"E, 60.00 feet; thence S00°10'50"E, 398.14 feet; thence N89°49'10"E, 20.00 feet; thence S00°10'50"E, 310.07 feet; thence S89°49'10"W, 40.00 feet; thence S00°10'50"E, 262.75 feet to the true point of beginning.

NOW KNOWN AS:

Lot 2, Oak View Plaza (1st Platting), a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska. 61-28226

EXHIBIT "C"

**SECOND AMENDMENT
TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

This Second Amendment to Declaration of Covenants, Easements and Restrictions (this "Amendment") is made by the parties named below who sign this Amendment. For reference purposes, this Amendment shall be considered to be dated as of the date on which it is signed by the last party hereto to sign.

Recitals

This Amendment is made for the purpose of amending that certain Declaration of Covenants, Easements and Restrictions dated August 28, 1992, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, on September 11, 1992, in Book 1030 at Page 603 of Miscellaneous Records (the "Original Declaration"), as previously amended by a First Amendment to Declaration of Covenants, Easements and Restrictions dated December 16, 1992, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, on December 18, 1992, in Book 1049 at Page 336 of Miscellaneous Records (the "First Amendment"). The Original Declaration and the First Amendment are hereinafter referred to together as the "Declaration."

The parties hereto are the owners of all of the real estate which is subject to the Declaration, and for their mutual benefit wish to amend the Declaration in the manner hereinafter set forth.

The real estate which is subject to the Declaration is described in Exhibit A attached hereto and by this reference incorporated herein.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Declaration as follows.

1. Multi Attraction Entertainment Venue Use Permitted. The parties hereto agree that notwithstanding the provisions of Paragraph 2(a)(vi) and Paragraph 2(a)(ix) of the Original Declaration which expressly prohibits the use of real estate subject to the Declaration for any "bowling alley" or "billiard hall," Lot 1, Oak View Plaza 1st Platting, a subdivision in Douglas County, Nebraska, may be used for the operation of a multi-attraction entertainment venue which may include some or all of the following attractions: an approximately 16 lane bowling lounge, an approximately 4 lane private bowling suite, a game arcade area, an approximately 20 foot rock climbing attraction, multi-player game attractions, billiards, a casual dining restaurant and lounge, and/or

other entertainment attractions. The parties hereto agree that such a multi-attraction use will not be deemed to be a "bowling alley" or a "billiard hall" within the meaning of Paragraph 2(a)(vi) or Paragraph 2(a)(ix) of the Original Declaration, even though it includes bowling lanes and/or billiard tables as components of the multi-attraction use.

2. Scope of Amendment. This Amendment will not be construed to permit Lot 1, Oak View Plaza 1st Platting, a subdivision in Douglas County, Nebraska, to be used in any manner or for any other purpose which is prohibited by the Declaration or prohibited by law.

3. Multiple Counterparts. This Amendment may be executed in any number of counterparts and by the parties hereto on different counterparts. Each such counterpart shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

4. Entire Amendment. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter of this Amendment.

[signature page immediately follows]

In Witness Whereof, the parties hereto have executed this Amendment on the dates set forth below.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT - NOT FOR SIGNATURE

STATE OF CALIFORNIA §
§ SS.
COUNTY OF SAN DIEGO §

On _____ before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT - NOT FOR SIGNATURE
(Notary Seal)
Signature of Notary Public

Exhibit "A"

Lots 15, 16, 17, 18, 19, 20 and 21, in Oak View, a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska; EXCEPT the following two parcels:

1. The First Parcel excepted from the above legal description is as follows:

A Tract of land being part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Lot 20; said point also being the intersection of the east line of 144th Street and the south line of Oakview Drive; thence along the northerly line of said Lot 20 and along said south line of Oakview Drive, the following three (3) courses:

- (1) South 90 degrees 00 minutes 00 seconds E, 77.09 feet to the beginning of a curve to the right;
- (2) Along said curve, having a radius of 260.00 feet and a chord bearing South 74 degrees 12 minutes 19 seconds East, 141.54 feet, an arc distance of 143.34 feet;
- (3) South 58 degrees 24 minutes 38 seconds East, 128.59 feet; Thence South 30 degrees 02 minutes 33 seconds West, 179.38 feet; thence North 59 degrees 57 minutes 27 seconds West, 141.90 feet; thence North 90 degrees 00 minutes 00 seconds West, 110.18 feet to said east line of 144th Street; thence along said east line, North 0 degrees 00 minutes 00 seconds East, 190.13 feet to the Point of Beginning; containing an area of 1.275 acres more or less.

2. The Second Parcel excepted from the above legal description is as follows:

A tract of land being a part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot 20; thence along the west line of said Lot 20, North 0 degrees 00 minutes 43 seconds West (platted bearing), 138.23 feet; thence continuing along said west line, North 0 degrees 00 minutes 00 seconds West, 91.77 feet; thence South 90 degrees 00 minutes 00 seconds East, 110.18 feet; thence South 59 degrees 57 minutes 27 seconds East, 152.90 feet; thence South 30 degrees 02 minutes 33 seconds West, 267.00 feet to the southwesterly line of said Lot 20; thence along said southwesterly line, North 54 degrees 29 minutes 08 seconds West, 133.71 feet to the Point of Beginning; containing an area of 1.145 acres, more or less.

NOW KNOWN AS:

61-28224

Lots 15 and 20. Oak View, a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska; EXCEPT the following two parcels:

1. The First Parcel excepted from the above legal description is as follows:

A Tract of land being part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Lot 20; said point also being the intersection of the east line of 144th Street and the south line of Oakview Drive; thence along the northerly line of said Lot 20 and along said south line of Oakview Drive, the following three (3) courses:

- (1) South 90 degrees 00 minutes 00 seconds E, 77.09 feet to the beginning of a curve to the right;
- (2) Along said curve, having a radius of 260.00 feet and a chord bearing South 74 degrees 12 minutes 19 seconds East, 141.54 feet, an arc distance of 143.34 feet;
- (3) South 58 degrees 24 minutes 38 seconds East, 128.59 feet; Thence South 30 degrees 02 minutes 33 seconds West, 179.38 feet; thence North 59 degrees 57 minutes 27 seconds West, 141.90 feet; thence North 90 degrees 00 minutes 00 seconds West, 110.18 feet to said east line of 144th Street; thence along said east line, North 0 degrees 00 minutes 00 seconds East, 190.13 feet to the Point of Beginning; containing an area of 1.275 acres more or less.

2. The Second Parcel excepted from the above legal description is as follows:

A tract of land being a part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot 20; thence along the west line of said Lot 20, North 0 degrees 00 minutes 43 seconds West (platted bearing), 138.23 feet; thence continuing along said west line, North 0 degrees 00 minutes 00 seconds West, 91.77 feet; thence South 90 degrees 00 minutes 00 seconds East, 110.18 feet; thence South 59 degrees 57 minutes 27 seconds East, 152.90 feet; thence South 30 degrees 02 minutes 33 seconds West, 267.00 feet to the southwesterly line of said Lot 20; thence along said southwesterly line, North 54 degrees 29 minutes 08 seconds West, 133.71 feet to the Point of Beginning; containing an area of 1.145 acres, more or less.

AND

Lots 1, 2 and 3, Oak View Plaza (1st Platting), subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska 61-28226

AND

Lots 1, 2, 7, 8, 9, 10, 11, 12, 13 and 14, Oak View Plaza (3rd Platting), subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska 61-28231

AND

Lot 2, Oak View Plaza (3rd Platting) Replat I, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska 61-28242

AND

Lots A and B, Oak View Plaza (3rd Platting) Replat II, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska 61-28243

AND

Lot 1, Oak View Plaza (3rd Platting) Replat Three, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska 61-28248

AND

Lots 1 and 2, Oak view Plaza (3rd Platting) Replat Four, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska 61-28249

EXHIBIT "D"
ENTIRE PARCEL

Lots 15, 16, 17, 18, 19, 20 and 21, in Oak View, a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska; EXCEPT the following two parcels:

3. The First Parcel excepted from the above legal description is as follows:

A Tract of land being part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Lot 20; said point also being the intersection of the east line of 144th Street and the south line of Oakview Drive; thence along the northerly line of said Lot 20 and along said south line of Oakview Drive, the following three (3) courses:

- (4) South 90 degrees 00 minutes 00 seconds E, 77.09 feet to the beginning of a curve to the right;
- (5) Along said curve, having a radius of 260.00 feet and a chord bearing South 74 degrees 12 minutes 19 seconds East, 141.54 feet, an arc distance of 143.34 feet;
- (6) South 58 degrees 24 minutes 38 seconds East, 128.59 feet;
Thence South 30 degrees 02 minutes 33 seconds West, 179.38 feet; thence North 59 degrees 57 minutes 27 seconds West, 141.90 feet; thence North 90 degrees 00 minutes 00 seconds West, 110.18 feet to said east line of 144th Street; thence along said east line, North 0 degrees 00 minutes 00 seconds East, 190.13 feet to the Point of Beginning; containing an area of 1.275 acres more or less.

4. The Second Parcel excepted from the above legal description is as follows:

A tract of land being a part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot 20; thence along the west line of said Lot 20, North 0 degrees 00 minutes 43 seconds West (platted bearing), 138.23 feet; thence continuing along said west line, North 0 degrees 00 minutes 00 seconds West, 91.77 feet; thence South 90 degrees 00 minutes 00 seconds East, 110.18 feet; thence South 59 degrees 57 minutes 27 seconds East, 152.90 feet; thence South 30 degrees 02 minutes 33 seconds West, 267.00 feet to the southwesterly line of said Lot 20; thence along said southwesterly line, North 54 degrees 29 minutes 08 seconds West, 133.71 feet to the Point of Beginning; containing an area of 1.145 acres, more or less.

NOW KNOWN AS:

Lots 15 and 20. Oak View, a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska; EXCEPT the following two parcels:

3. The First Parcel excepted from the above legal description is as follows:

A Tract of land being part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Lot 20; said point also being the intersection of the east line of 144th Street and the south line of Oakview Drive; thence along the northerly line of said Lot 20 and along said south line of Oakview Drive, the following three (3) courses:

- (4) South 90 degrees 00 minutes 00 seconds E, 77.09 feet to the beginning of a curve to the right;
- (5) Along said curve, having a radius of 260.00 feet and a chord bearing South 74 degrees 12 minutes 19 seconds East, 141.54 feet, an arc distance of 143.34 feet;
- (6) South 58 degrees 24 minutes 38 seconds East, 128.59 feet;
Thence South 30 degrees 02 minutes 33 seconds West, 179.38 feet; thence North 59 degrees 57 minutes 27 seconds West, 141.90 feet; thence North 90 degrees 00 minutes 00 seconds West, 110.18 feet to said east line of 144th Street; thence along said east line, North 0 degrees 00 minutes 00 seconds East, 190.13 feet to the Point of Beginning; containing an area of 1.275 acres more or less.

4. The Second Parcel excepted from the above legal description is as follows:

A tract of land being a part of Lot 20, Oak View, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot 20; thence along the west line of said Lot 20, North 0 degrees 00 minutes 43 seconds West (platted bearing), 138.23 feet; thence continuing along said west line, North 0 degrees 00 minutes 00 seconds West, 91.77 feet; thence South 90 degrees 00 minutes 00 seconds East, 110.18 feet; thence South 59 degrees 57 minutes 27 seconds East, 152.90 feet; thence South 30 degrees 02 minutes 33 seconds West, 267.00 feet to the southwesterly line of said Lot 20; thence along said southwesterly line, North 54 degrees 29 minutes 08 seconds West, 133.71 feet to the Point of Beginning; containing an area of 1.145 acres, more or less.

AND

Lots 1, 2 and 3, Oak View Plaza (1st Platting), subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

AND

Lots 1, 2, 7, 8, 9, 10, 11, 12, 13 and 14, Oak View Plaza (3rd Platting), subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

AND

Lot 2, Oak View Plaza (3rd Platting) Replat I, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

AND

Lots A and B, Oak View Plaza (3rd Platting) Replat II, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

AND

Lot 1, Oak View Plaza (3rd Platting) Replat Three, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

AND

Lots 1 and 2, Oak view Plaza (3rd Platting) Replat Four, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska