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REALTY INCOME CORPORATION
Attn: Legal Department #0818
600 La Refraza Boulevard
Escondido, CA 92025

CONSENT AND RESTRICTIVE COVENANT AGREEMENT

THIS CONSENT AND RESTRICTIVE COVENANT AGREEMENT is entered into as of this 24th day of March, 2012, ("Agreement") by and between Realty Income Corporation, a Maryland corporation, successor by merger to Realty Income Corporation, a Delaware corporation ("Developer"), TRU 2005 RE I, LLC, successor-in-interest to Toys "R" Us-Delaware, Inc., a Delaware limited liability company ("Toys"), and The V-Omaha, LLC, a Nebraska limited liability company ("The V"). Developer, Toys 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, Toys is the owner of that certain parcel of real property (the "Toys Parcel") more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference. The Developer Parcel and Toys 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

OMA-339234-1

lohn Katelman Husch Blackwell LLP 1620 Dodge St, 5.17e 2100 Omeha, NE 68102

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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") as more specifically described in the Second Amendment, and shall be recorded in the office of the Register of Deeds of Douglas County, Nebraska. 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, Toys shall execute and deliver to Developer a counterpart of the Second Amendment. This Agreement is conditioned on the Second Amendment being approved by all of the owners of the Entire Parcel and recorded, concurrently with this Agreement, in the office of the Register of Deeds of Douglas County, Nebraska.
- 2. Notwithstanding anything to the contrary provided for in the Declaration, and as a separate and distinct agreement between Toys and Developer and not as a part of the Second Amendment, but which limits Developer's rights under the Declaration as amended by the Second Amendment, Toys and Developer hereby agree that the Developer Parcel may be leased for the New Permitted Use exclusively by The V only and not with any other entertainment bowling concept user except that Toys' expressly consents to the sublease, license or concession agreement between The V and a third party for not more than 5,000 square feet of space. Developer and The V further agree that the Developer Parcel shall not be used for (i) any 'adult

only' or sports-bar type entertainment, including without limitation any type of establishment whose employees wear revealing outfits as part of its uniform or is part of its attraction or (ii) for the sale of alcohol other than alcohol sales incidental or ancillary to the New Permitted Use (collectively, the "**Prohibitions**"). For avoidance of doubt, the Parties hereby agree that the operation of multi-media screens or television monitors showing sporting events in attraction areas by The V will not be construed as a violation of the Prohibitions. Furthermore, Toys agrees and acknowledges that the New Permitted Use is strictly for the current prototypical use by The V and its sublessors, licensees or concessionaires and same shall not be considered a violation of the stated Prohibitions. This Agreement shall not be construed to permit the Developer Parcel to be used in any manner or for any other purpose which is prohibited by the Declaration or by law.

- 3. Developer hereby acknowledges that the Original Declaration is in full force and effect and to Developer's knowledge, as of the date hereof without duty of investigation or inquiry, there are no defaults now existing on the part of Developer under the Original Declaration, nor does Developer know of any event which with notice or the passage of time or both would constitute a default under the Original Declaration.
- 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 Toys, or (ii) any rights and remedies of Toys under the Declaration. Further, failure of Toys 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.

- 8. This Agreement and the Side Letter Agreement of even date between the Developer and Toys, 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:

> REALTY INCOME CORPORATION, a Maryland corporation,

Chief Operating Officer

SUSAN BUSCH **Commission # 1955982**

Notary Public - California San Diego County

My Comm. Expires Nov 6, 2015

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On MARCH 23, 2012 before me, Susan Busch, Notary Public, personally appeared GARY M. MALINO, 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

TRU 2005 RE I, LLC, a Delaware limited liability company

Name:

Title: Senior Vice President -

Property Development

STATE OF NEW JERSEY COUNTY OF PASSAIC

Before me, the undersigned, a Notary Public in and for said State, personally appeared Marisa Ann Russo, known to me and known by me parid P. Picot, of TRU 2005 RE I, LLC, and acknowledged the execution of the foregoing Consent and Restrictive Covenant Agreement for and on behalf of said limited liability company.

Given under my hand and seal of office this 30 day of 2012.

sa anni Lu Notary Public

My commission expires:

Marisa Ann Russo Notary Public of New Jersey My Commission Expires November 14, 2016

> NOTARIAL SEAL REGISTER OF DEEDS

THE V-OMAHA LLC, a Nebraska limited liability company

By: / Michael R. Zabawa
Title: Mayens

STATE OF NEBRASKA

COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public in and for said State, personally appeared McCol Zolow, known to me and known by me to be the Monoger of The V-Omaha LLC, a Nebraska limited liability company, and acknowledged the execution of the foregoing Consent and Restrictive Covenant Agreement for and on behalf of said limited liability company.

Given under my hand and seal of office this <u>ao</u> day of <u>March</u>, 2012.

Notary Public

My commission expires: 12/02/2014

EXHIBIT A DEVELOPER'S PARCEL

Lot 1, Oak View Plaza 1st Platting, a subdivision in Douglas County, Nebraska

Exhibit "B" Toys Parcel

61-28224

A tract of land being a portion of Lot Twenty (20), Oak View, an addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the most Southwesterly corner of said Lot Twenty (20); thence along the Southerly line of said Lot Twenty (20), South 54 degrees 29 minutes 08 seconds East (platted bearing), 133.71 feet to the point of beginning; thence North 30 degrees 02 minutes 33 seconds East, 267.00 feet; thence North 59 degrees 57 minutes 27 seconds West, 11.00 feet; thence North 30 degrees 02 minutes 33 seconds East, 179.38 feet to the Southerly line of Oak View Drive, said point also being on the Northerly line of said Lot Twenty (20); thence along said Northerly line South 58 degrees 24 minutes 38 seconds East, 301.63 feet to the beginning of a curve to the left; thence continuing along said Northerly line and along said curve, having a radius of 340.00 feet and a chord bearing South 62 degrees 58 minutes 58 seconds East, 54.21 feet, an arc distance of 54.27 feet; thence South 35 degrees 30 minutes 52 seconds West, 201.73 feet; thence North 54 degrees 29 minutes 08 seconds West, 49.00 feet; thence South 35 degrees 30 minutes 52 seconds West, 172.00 feet; thence South 54 degrees 29 minutes 08 seconds East, 94.00 feet; thence South 35 degrees 30 minutes 52 seconds West, 98.23 feet to the Southerly line of said Lot Twenty (20); thence along said Southerly line, North 54 degrees 29 minutes 08 seconds West, 346.02 feet to the point of beginning.

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. <u>Scope of Amendment</u>. 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. <u>Multiple Counterparts</u>. 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 signal signature page.
- 4. <u>Entire Amendment</u>. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter of this Amendment.

[signature page immediately follows]

forth below.		executed this Amendment on the dates set
By:		_
Name:		_
Title:		_
Date:		_
STATE OF CALIFORNIA §	SS.	
COUNTY OF SAN DIEGO §		
On	before me,	,
within instrument and acknowledged	d to me that he/s his/her/their si	, who proved to me n(s) whose name(s) is/are subscribed to the she/they executed the same in his/her/their gnature(s) on the instrument the person(s), or executed the instrument.
I certify under PENALTY OF PERJ foregoing paragraph is true and corre		e laws of the State of California that the
WITNESS my hand and official seal	1.	
Signature of Notary Public	(Notar	ry Seal)
Dibitatais of Homis I dolle		

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:

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:

61-28224

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

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 (3^{rd} Platting) Replat Three, subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska $\sqrt{1-2824}$

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

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:

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:

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:

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- (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

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