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DECATUR COUNTY, NE

**RIGHT OF FIRST REFUSAL AND
DECLARATION OF USE RESTRICTION**

This Right of First Refusal and Declaration of Use Restriction ("Agreement") is made and entered into as of this 5th day of August, 1999, by and between **Ridge Development Company**, a Nebraska corporation and **Southview, Inc.**, a Nebraska corporation, successors in interest to Ridge Place, Ltd. (collectively "Seller") and the **Catholic Bishop of Lincoln**, a Nebraska nonprofit corporation ("Buyer").

WHEREAS, Buyer is the owner of the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Seller is the owner of the real property surrounding the Property, which "Surrounding Property" is more particularly described on Exhibit "B", which is attached hereto and incorporated herein by this reference; and

WHEREAS, as a condition of Seller's transfer of the Property to Buyer, Buyer agreed to place a use restriction on the Property that protects the Surrounding Property and to grant Seller a right of first refusal on the Property.

NOW THEREFORE, in consideration of Seller's transfer of the Property to Buyer, as of this even date, and as an express condition of the transfer of the Property to Buyer, Buyer hereby agrees as follows:

1. Use Restriction. The Property shall only be used for non-commercial purposes.
2. Right of First Refusal. Buyer hereby grants to Seller and Seller's successors and assigns, a ten (10) year right of first refusal to purchase the Property in the event Buyer or its successors or assigns receives from a third party any offer to purchase the Property or makes to a third party any offer to sell the Property that is accepted. Seller shall have thirty (30) days after receiving a copy of the third party's offer to purchase or Buyer's offer to sell to exercise this right of first refusal. If the Seller does not exercise this right within the agreed upon thirty (30) days, then the Buyer may sell the Property for the amount proposed to such third party, but in no event may the price be less than the amount offered to the Seller under this right of first refusal.
3. Successors and Assigns. This Agreement contains the entire agreement of the parties and cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties. This Agreement shall be governed by the laws of the State of Nebraska and shall run with the land and be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
4. Remedies. In the event of a breach of the foregoing provisions by Buyer or its successors or assigns, Seller shall be entitled to seek any remedy available at law or in equity, without notice or demand.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

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**RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation**

By: Thomas E. White
Thomas E. White
President of Development

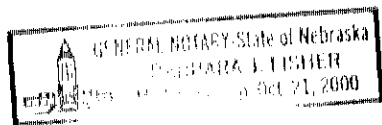
By: John C. Brager
John C. Brager
President of Construction

**SOUTHVIEW, INC., a Nebraska
corporation**

By: Gerald L. Schleich
Gerald L. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 5th day of August, 1999, by Thomas E. White, President of Development of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

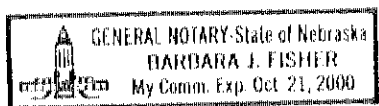
The foregoing was acknowledged before me this 5th day of August, 1999, by John C. Brager, President of Construction of **Ridge Development Company**, a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 5th day of August, 1999, by Gerald L. Schleich, President of **Southview, Inc.**, a Nebraska, corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

CATHOLIC BISHOP OF LINCOLN, a
Nebraska nonprofit corporation

By: + Fabian Bruske
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 6 day of August, 1999, by
Fabian W. Bruske, President of the **Catholic Bishop of Lincoln**, a
Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

Robert F. Vasa
Notary Public

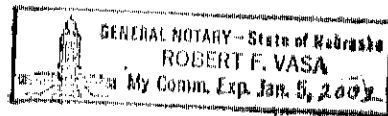


EXHIBIT "A"

Outlot "F", Pine Lake Heights South 4th Addition, Lincoln, Lancaster County, Nebraska

EXHIBIT "B"

Outlots "D", "E", and "H", Pine Lake Heights South 4th Addition, Lincoln, Lancaster County, Nebraska