

15717

RESTRICTIVE COVENANTS

(2)

These Restrictive Covenants are made and entered into as of this 15th day of April, 1994, by and between LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION, a Nebraska corporation ("Lincoln Memorial"); R. C. KRUEGER DEVELOPMENT COMPANY, INC., a Nebraska corporation ("Krueger"); RIDGE DEVELOPMENT LIMITED PARTNERSHIP, a Nebraska limited partnership ("Ridge"); ROBERT A. WITT, a married person and PAUL K. WITT, a single person (successors in interest to Kenneth G. Witt and Helen M. Witt and collectively referred to herein as "Witt") and ZERMATT EQUITY CORPORATION, a Nebraska corporation ("Zermatt"). Lincoln Memorial, Krueger, Ridge, Witt and Zermatt are hereinafter referred to as "Declarants".

WHEREAS, the Declarants are the fee owners of certain property located in Lancaster County, State of Nebraska, more particularly described on Exhibit "A" which is incorporated herein by this reference ("Boundary Area"); and

WHEREAS, pursuant to the South Ridge Coalition Agreement entered into between the Declarants on December 31, 1992 and subsequently amended by the First Amendment and Restatement of the South Ridge Coalition Agreement on February 14, 1994, the Declarants agreed to exchange certain pieces of property on or before June 1, 1994; and

WHEREAS, as a result of the property exchanges, Ridge will obtain fee title to a piece of Property which is described on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, it is the Declarants' intention that the property described on Exhibit "B" be included in the Boundary Area and be subject to the provisions in these Restrictive Covenants from the date the property is transferred to Ridge; and

WHEREAS, Declarants desire to facilitate, encourage and promote quality development in land use patterns, and to secure the enforcement of uniform restrictive covenants upon the usage and development of the property within the Boundary Area.

NOW, THEREFORE, Declarants do hereby declare that these restrictive covenants shall run with the land and shall bind the Declarants and their successors and assigns until January 1, 2014.

No property or building within the Boundary Area shall be permitted to be used for the following purposes:

- a. Commercial storage or sale of farm implements and products used for agriculture, but not including fertilizer, or toxic or flammable agricultural chemicals;

- 2
- b. Truck terminals;
 - c. Outdoor theaters;
 - d. Sale Barns;
 - e. Truck stops;
 - f. Mobile home sales;
 - g. Bulk storage of petroleum products;
 - h. Broadcast towers;
 - i. Wind energy conversion systems;
 - j. Small batch concrete dispensing unit, provided that a temporary small batch concrete dispensing unit will be permitted on an owners tract of land so long as (a) the concrete product is used on-site only during construction of on-site improvements and is not used off-site and (b) the small batch concrete dispensing unit is immediately removed after construction of on-site improvements are completed;
 - k. Cemeteries, funeral homes, or funeral home chapels; except, any property or building now or hereafter owned within the Boundary Area by Lincoln Memorial Park Cemetery Association or its successors or assigns may be used for the purposes described in this subsection.

Nothing in these Restrictive Covenants shall prevent any property or building now or hereafter owned within the Boundary Area by Lincoln Public Schools or its successors or assigns from being used for any purpose public school sites are being used for now and in the future or from uses that are incidental to the operation of a public school, as long as the property or building within the Boundary Area is being used as a public school site.

These Restrictive Covenants shall be recorded against the Lincoln Memorial Tract, Porter Tract, Ridge Tract, Witt Tract and Zermatt Tract as described in Exhibit "A" and the property described in Exhibit "B". The obligations of the undersigned parties contained herein shall run with the land and shall become the obligation of any successor-owner of any piece of the properties described on Exhibit "A" and Exhibit "B".

The enforcement of these Restrictive Covenants may be by proceeding at law or in equity, including specific enforcement against any person violating or attempting to violate any provision hereof. These Restrictive Covenants are severable and the invalidation of one shall not invalidate any other covenant, term or condition herein contained.

3

All necessary partnership and corporate action to duly approve the execution, delivery and performance of these Restrictive Covenants have been taken by Lincoln Memorial, Krueger, Ridge and Zermatt and these Restrictive Covenants constitute a valid and binding agreement of the Declarants, enforceable in accordance with its terms.

LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION, a Nebraska corporation

By: C. John Guenzel
C. John Guenzel, President

R. C. KRUEGER DEVELOPMENT COMPANY, INC., a Nebraska corporation

By: Charles C. Koch
President

RIDGE DEVELOPMENT LIMITED PARTNERSHIP, a Nebraska limited partnership

By: Thomas E. White
Thomas E. White, General Partner

Robert A. Witt by Kenneth G. Witt
Robert A. Witt by Kenneth G. Witt,
Attorney-in-Fact

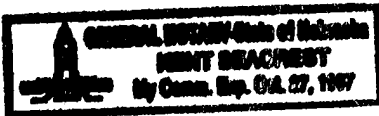
Paul K. Witt by Kenneth G. Witt
Paul K. Witt by Kenneth G. Witt,
Attorney-in-Fact

ZERMATT EQUITY CORPORATION, a Nebraska corporation

By: [Signature]
President

4
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

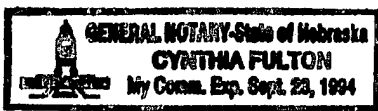
The foregoing instrument was acknowledged before me this 15th day of April, 1994 by C. John Guenzel, as President of Lincoln Memorial Park Cemetery Association, a Nebraska corporation, on behalf of the corporation.



Kent Seacrest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

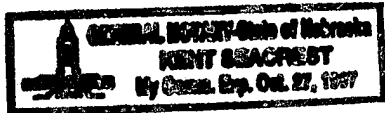
The foregoing instrument was acknowledged before me this 14 day of April, 1994 by Kick C. Krueger, as President of R. C. Krueger Development Company, Inc., a Nebraska corporation, on behalf of the corporation.



Cynthia Fulton
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of April, 1994 by Thomas E. White as general partner of Ridge Development Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



Kent Seacrest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14th day of April, 1994 by Kenneth G. Witt as attorney-in-fact for Robert a. Witt, a married person.



Kent Seacrest
Notary Public

5

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

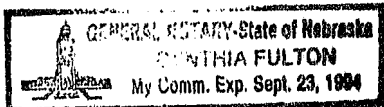
The foregoing instrument was acknowledged before me this 15th day of April, 1994 by Kenneth G. Witt as attorney-in-fact for Paul K. Witt, a single person.



Kent Seaman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14 day of April, 1994 by Dr. Greg Sutton, as President of Zermatt Equity Corporation, a Nebraska corporation, on behalf of the corporation.



Cynthia Fulton
Notary Public

EXHIBIT "A"

LINCOLN MEMORIAL TRACT

Lot 38 of Irregular Tracts in the SW 1/4 of Section 13, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska; and

Lot 37 and Lot 38 of Irregular Tracts in the N 1/2 of Section 24, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

WITT TRACT

Lot 39 and Lot 40 of Irregular Tracts in the NE 1/4 of Section 24, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

RIDGE TRACT

Lot 51 of Irregular Tracts in the SE 1/4 of Section 13, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

ZERMATT TRACT

Lot 10 of Irregular Tracts in the SW 1/4 of Section 18, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

KRUEGER TRACT

A tract of land composed of a portion of Lot 11, I.T., located in the NW 1/4 of Section 19, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and is more particularly described as follows:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19. THENCE SOUTH 0 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 19 A DISTANCE OF 50.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 32 MINUTES 18 SECONDS EAST, ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19 A DISTANCE OF 59.18 FEET TO THE TRUE POINT OF BEGINNING. SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 11 I.T., THENCE SOUTH 89 DEGREES 32 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 11 I.T. A DISTANCE OF 1608.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 I.T., THENCE SOUTH 10 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 232.45 FEET TO A POINT. THENCE SOUTH 54 DEGREES 59 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 74.63 FEET TO A POINT. THENCE SOUTH 0 DEGREES 02 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 736.34 FEET TO A POINT, THENCE SOUTH 10 DEGREES 38 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 113.75 FEET TO A POINT, THENCE SOUTH 21 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11 I.T. A DISTANCE OF 60.00 FEET TO A POINT. THENCE SOUTH 31 DEGREES 23 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11

I.T. A DISTANCE OF 113.74 FEET TO A POINT, THENCE SOUTH 59 DEGREES 03 MINUTES 35 SECONDS WEST, A DISTANCE OF 1031.82 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 410.00 FEET TO A POINT ON THE WEST LINE OF LOT 8 I.T., THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 8 I.T. A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 I.T., THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 8 I.T. A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 I.T., THENCE NORTH 1 DEGREES 03 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 306.94 FEET TO A POINT, THENCE NORTH 2 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 556.04 FEET TO A POINT, THENCE NORTH 2 DEGREES 22 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 544.85 FEET TO A POINT, THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 100.00 FEET TO A POINT, THENCE NORTH 2 DEGREES 43 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8 I.T. A DISTANCE OF 190.28 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 62.38 ACRES MORE OR LESS.

8

EXHIBIT "B"

Lot 44 of Irregular Tracts located in the SE 1/4 of
Section 13, Township 9 North, Range 6 East of the 6th
P.M., Lancaster County, Nebraska

LANCASTER COUNTY, NEB
Dem. Neltz
REGISTER OF DEEDS

APR 19 3 18 PM '94

INST. NO. 94— 18717

4350

BLOCK
CODE
IT
CHECKED
KZ
ENTERED
EDITED
HD
12753-4
OK