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FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-029665

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Glenn J. Lawing

REGISTER OF DEEDS

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Proof AK

Fee \$ 15.50

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COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AFFECTING LAND

THIS AGREEMENT is made as of the 13th day of September, 1999, between ONE CORNHUSKER PLACE LLC, a Nebraska LLC ("Cornhusker") and GRANDMOTHERS, INC, a Nebraska corporation ("Grandmothers"). One Cornhusker Place and Grandmothers may be referred to collectively as the "Parties".

PRELIMINARY STATEMENT

Cornhusker is the owner of a parcel of real property situated on the southeast corner of 23rd and Cornhusker Road in Bellevue, Nebraska and is legally described as Lots 1-4, inclusive, One Cornhusker Place, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska (herein the "Property"). Grandmothers has entered into a Purchase Agreement with Cornhusker, pursuant to which Grandmothers shall purchase Lot 1, Cornhusker ("Lot 1"). Cornhusker plans to develop the remaining lots in the Property. Cornhusker and Grandmothers each desire that Lot 1 be conveyed and purchased subject to the following covenants, conditions, easements and restrictions.

NOW, THEREFORE, in consideration of the foregoing preamble which is incorporated herein, the easements, covenants, conditions, restrictions and encumbrances contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, Cornhusker and Grandmothers do hereby agree as follows:

1. Development of Lot 1. Lot 1 shall be developed by Grandmothers only under the following guidelines:

a. Lot 1 shall be used solely for any lawful use not exceeding 5,000 square feet of floor area, with a drive-thru window.

b. The initial building to be constructed on Lot 1 shall be a one story building not to exceed Twenty (20) feet in height for a flat roof, or twenty (20) feet in height for a pitched roof as measured from the finished grade. Only one building shall be constructed on Lot 1. The height shall not

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include any air conditioning units or stacks which may be situated on the roof. Air conditioning units (roof top or otherwise) shall be screened from possible view on all four (4) sides in a manner satisfactory to Cornhusker in its sole discretion. Trash containers shall be screened from public view on all four (4) sides in a brick or block enclosure (on three (3) sides) to match the exterior of the building constructed on Lot 1. All grass areas within Lot 1 shall have installed automatic water sprinkler systems. All parking areas shall be curbed.

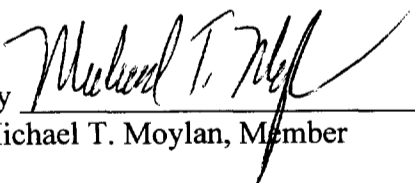
c. As long as Cornhusker is an owner of Lot 4, and prior to construction or reconstruction of any improvements to be made, constructed, erected, expanded or altered on Lot 1, Grandmothers shall deliver copies of the plans for the improvements consisting of, but not limited to, (i) site layout; (ii) description of exterior building materials and colors; (iii) parking lot layout (iv) building elevations of all four (4) sides; (v) landscape plans and (vi) sign plans including height and location ((i) through (vi) are collectively called the "Plans". If Cornhusker shall fail to approve or comment on the Plans presented by Grandmothers in writing within thirty (30) days of the delivery of the Plans by Grandmothers, the Plans shall be deemed approved. Cornhusker shall not unreasonably withhold or delay approval of the Plans presented by Grandmothers.

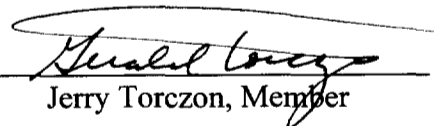
2. Right of Successors. The covenants, conditions, easements and restrictions hereunder shall create mutual benefits and servitudes as to each of the respective tracts comprising the Property all of which benefits and servitudes shall run with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors assigns.

3. Entire Agreement. 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 the Agreement once executed shall not be modified or altered in any respect except by a writing executed and delivered by the appropriate parties.

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

ONE CORNHUSKER PLACE, LLC a Nebraska LLC

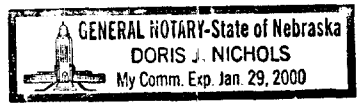
By 
Michael T. Moylan, Member

By 
Jerry Torczon, Member

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STATE OF NEBRASKA)
)
) SS.:
COUNTY OF DOUGLAS)

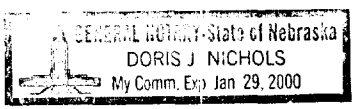
The foregoing instrument was acknowledged before me this 13 day of Sept, 1999, by Gerald L. Torczon, member of ONE CORNHUSKER PLACE, LLC, a Nebraska LLC.



Doris J. Nichols
Notary Public

STATE OF NEBRASKA)
)
) SS.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of September 1999, by Michael T. Moylan, Member of ONE CORNHUSKER PLACE LLC, a Nebraska corporation, on behalf of the corporation.



Doris J. Nichols
Notary Public