

FILED SARPY CO. NE.
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2007-03990

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Sharon J. Dowd
REGISTER OF DEEDS

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**DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS,
RESTRICTIONS AND ARCHITECTURAL SITE AND DESIGN
REQUIREMENTS**

Grand Prix, Inc., a Nebraska Corporation, Duane J. Dowd, Trustee, Lawrence W. Dowd, Duane J. Dowd, Michael A. Huber, and Jeffrey B. Farnham, hereinafter collectively referred to as the "Declarant", hereby establish the following reciprocal easements, covenants, restrictions and architectural site and design requirements:

PRELIMINARY STATEMENT

Declarant, is the record owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Meridian Marketplace, a subdivision in Sarpy County, Nebraska.

The Declarant desires to establish certain reciprocal easements, covenants, restrictions and architectural site and design requirements as hereinafter set forth.

Lot 8, Meridian Marketplace, will be sold to First National Bank of Omaha, a National Banking Association (FNB).

All of the terms and provisions of this Declaration of Reciprocal Easements, Covenants, Restrictions and Architectural Site and Design Requirements, (the "Declaration") are not, as of this date, in final and recordable form.

Declarant desires to provide a procedure to amend the Declaration in the future, with the consent of FNB, or its successors and assigns.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Meridian Marketplace, will be collectively referred to as the "Lots" and individual lots will be referred to as "Lot".

SUMMARY OF TERMS AND CONDITIONS

1. Grant of Easements. Declarant grants the following:
 - a. Nonexclusive easements for the purpose of pedestrian and vehicular traffic between each Lot and: (i) each other Lot; (ii) 167th Plaza, Virginia Plaza and Cary Plaza;

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(iii) the public streets now and hereafter abutting or located on any portion of the Meridian Marketplace subdivision.

b. Nonexclusive easements for fire and emergency access between each parcel.

c. Self-help easements in favor of the Declarant to perform any of the provisions of the Declaration which a defaulting Owner has failed to perform.

2. Maintenance. Declarant, its successors, assigns, or its manager, is responsible for all maintenance of 167th Plaza, Virginia Plaza, Cary Plaza, and any portion of Meridian Street or 165th Avenue which Declarant is contractually bound to maintain or to contribute to such maintenance; all costs of the above maintenance, plus a reasonable, market-based, management fee shall be paid by the Owners of the Lots in the proportion which the square footage of each individual Lot bears to the square footage of all of the Lots.

3. The Owners of all Lots shall be responsible for the maintenance and repair of all sidewalks, grass, landscaping and landscaping/traffic islands within the area of their Lot, including any such improvements within the easement areas for 167th Plaza, Virginia Plaza, and Cary Plaza, as shown and recorded on the Meridian Marketplace plat.

4. The Owners of the Lots shall maintain the buildings, parking and other improvements on their Lot in good condition, consistent with a first-class development/shopping center.

5. Each Lot Owner will maintain adequate liability and casualty insurance on the buildings and improvements on their Lots and shall contribute their pro rata share, as hereinabove generally set forth, for the cost of liability insurance related to 167th Plaza, Virginia Plaza and Cary Plaza, the adjacent sidewalks and reciprocal easement areas.

6. Each Lot Owner will comply with the "Architectural and Site Design Requirements" in connection with the construction of any improvements on the Lots. Declarant has previously provided FNB with a copy of the "Architectural and Site Design Requirements".

7. In the event FNB, or its successors and assigns, does not construct a retail, commercial bank building on Lot 8 Meridian Marketplace, then, for a period of ten (10) years from and after February 6, 2007, FNB, and its successors and assigns, shall not sell such Lot 8 without the express written consent of Seller, which consent shall not be unreasonably withheld.

8. Any Amended Declaration will contain such other covenants, restrictions and easements which are reasonable and necessary to maintain the high standard of appearance and function in a first-class development/shopping center.

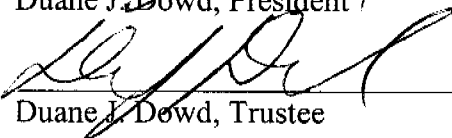
9. This Declaration may be amended by the Declarant, provided that any such amendment which affects Lot 8, Meridian Marketplace shall require the consent and approval of FNB, or its successors and assigns, which consent and approval shall not be unreasonably withheld.

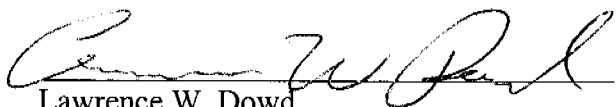
10. Unless otherwise modified, terminated, or extended as permitted in paragraph 9, hereinabove, the easements, covenants, rights, obligations and restrictions contained in this Declaration shall continue in perpetuity and shall run with the land.

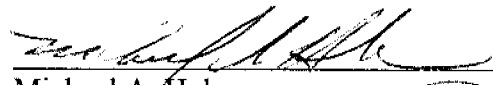
DATED as of February 6th, 2007.

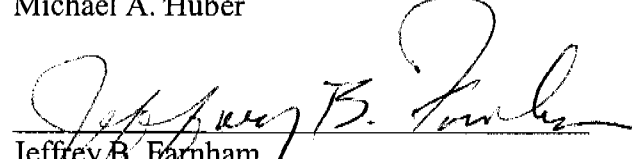
GRAND PRIX, INC., a Nebraska Corporation

By: 
Duane J. Dowd, President


Duane J. Dowd, Trustee


Lawrence W. Dowd


Michael A. Huber


Jeffrey B. Farnham

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

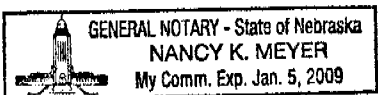
The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Duane J. Dowd, President of Grand Prix, Inc., a Nebraska Corporation, on behalf of said corporation.



Nancy K. Meyer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

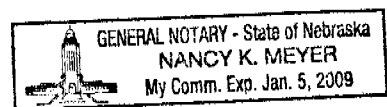
The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Duane J. Dowd, Trustee.



Nancy K. Meyer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

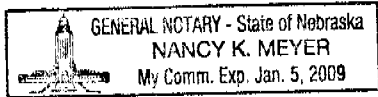
The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Lawrence W. Dowd.



Nancy K. Meyer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

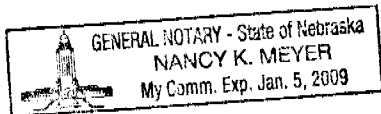
The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Michael A. Huber.



Nancy K. Meyer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Jeffrey B. Farnham.



Nancy K. Meyer
Notary Public