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**EASEMENTS WITH COVENANTS AND RESTRICTIONS
AFFECTING LAND ("ECR")**

THIS AGREEMENT is made as of the 19th day of July, 1995, between Empire Spectrum, L.P., a Nebraska limited partnership ("Empire"), and 5104 L.L.C., a Nebraska limited liability company ("5104").

W I T N E S S E T H :

WHEREAS, Empire is the owner of certain real property located in Omaha, Douglas County, Nebraska more particularly described on Exhibit "A" attached hereto ("Empire's Property");

WHEREAS, 5104 is the owner of certain real property located in Omaha, Douglas County, Nebraska, more particularly described on Exhibit "B" attached hereto ("5104's Property");

WHEREAS, Empire and 5104 desire that their properties be developed in conjunction with each other pursuant to a general plan of improvements depicted on Exhibits "C" and "D" ("Plot Plan") to form a commercial office warehouse development (sometimes hereinafter referred to as the "Development") and further desire that said tracts be subject to the easements and the covenants, conditions and restrictions hereinafter set forth:

WHEREAS, Tract 1 is Empire's Property and Tract 2 is 5104's Property.

NOW THEREFORE, in consideration of the sum of the premises, easements, covenants, conditions, restrictions and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Empire and 5104 do hereby agree as follows:

1. Building/Common Areas.
 - (a) "Building Areas" as used herein shall mean that portion of Tract 1 depicting existing structures as shown on Exhibit "C," and that portion of Tract 2 to be constructed as shown on Exhibit "D," collectively referred to as the "Building Area".
 - (b) "Common Areas" shall be all of Tracts 1 and 2 except the Building Areas.
 - (c) Conversion to Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot be used for buildings, under the terms of this Agreement (including Paragraph 4(a)(iii), shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Tract 1 and Tract 2 shall be used for commercial purposes of the type normally found in an office/warehouse development.

3. Common Areas.

(a) Grant of Easements. Subject to the provision of 3(b), each party, as grantor, hereby grants to the other party, as grantee, and to the tenants and employees of grantee, a nonexclusive easement over, through and around common areas of roadways, walkways, ingress and egress, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above.

(b) Limitations on Use.

(i) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while transacting business on Tracts 1 or 2.

(ii) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on their respective tracts. The parties hereto may from time to time mutually designate and approve any other "employee parking areas".

(iii) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide access to and parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

(iv) Specific Limitations. Access to Tract 2 shall be only through the existing curb cuts off of 111th Street and through the driveways adjacent to Tract 2, as shown on Exhibit "C," with parking for Tract 2 to occur only upon Tract 2 and parking for Tract 1 to occur only upon Tract 1, including the encroachments identified in paragraph 3(e)(iii).

The driveways and parking next to Q Street, John Galt Boulevard and Mockingbird Drive would be for the use of only Tract 1. Tract 1 would be permitted to use the area now asphalted on Tract 2 as driveway area, but not parking.

- (c) Utility and Service Easements. If required for further development, the parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of Tract 1 and Tract 2. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.
- (d) Water Flow. Any alteration in the water flow which may occur as a consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibits "C" and "D" (including without limitation building and building expansion, curbs, drives and paving) shall not be permitted.
- (e) Consent to Encroachments. 5104 acknowledges that Empire or tenants of Empire have constructed certain improvements which encroach upon Tract 2, which include the following:
- (i) Asphalt Drive and Parking area which diagonally bisect the northwest corner of Lots 54 and 55;
 - (ii) Fence encroachment on the west side of Lots 54, 55 and 56; and
 - (iii) Curbs and gutters and parking area on the south line of Lot 56.

Such encroachments are shown on Exhibit "C" attached hereto.

5104 consents to the location, enjoyment and use of said encroachments as shown on Exhibit "C". Empire hereby expressly waives any right, title or interest to that portion of Tract 2 upon which the encroachments are located.

4. Development, Maintenance and Taxes.

(a) Development.

- (i) Arrangement. The arrangement of the Common Areas shall not be changed in any manner inconsistent with the provisions of this Agreement.
- (ii) "Parking Area" Requirement. Without prior written consent of the other party, the owner of Tract 1 will maintain 250 parking spaces and the owner of Tract 2 will maintain 43, provided, however, in the event the building improvements on Tract 1 decrease then there may be a proportionate decrease in the required parking spaces for Tract 1, and if the building improvements on Tract 2 decrease below 22,800 square feet, then the required parking for Tract 2 may be proportionately decreased.

(b) Maintenance.

- (i) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:
 - (a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;
 - (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
 - (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
 - (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably requires;
 - (e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

- (f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary and the installation of an appropriate automatic sprinkler system which provides water to all landscaped areas.
 - (ii) Expenses. The respective owners shall pay the maintenance expense of their tracts.
 - (iii) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.
 - (iv) If maintenance is not satisfactory, after thirty (30) day's written notice to the other party and failure to cure within thirty (30) days after said notice, either party may perform maintenance as needed on either tract and recover pro rata expenses from the other.
- (c) Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.
5. Signs. No sign shall be located on the Common Areas on Tracts 1 and 2 except signs advertising businesses conducted thereon or signs for management or leasing thereof.
6. Insurance.
- (a) Insurance.
 - (i) Each party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than

\$1,000,000.00 for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement or any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without thirty (30) day's prior written notice to the other party.

- (ii) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events a may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.
- (iii) Policies of insurance provided for in this Paragraph 6 shall name Empire and 5104 as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

7. Eminent Domain.

- (a) Owner's Right to Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lien thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.
- (b) Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

- (c) Restoration of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

8. Release from Liability. Any person acquiring fee or leasehold title to Tracts 1 or 2, or any portion thereof shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to the obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

9. Breach. In the event of breach or threatened breach of this Agreement and upon thirty (30) day's written notice to the other party to this Agreement and failure to cure within said thirty (30) day period, only all record owners of Tract 1 as a group, or all record owners of Tract 2 as a group, or Developer so long as it or any affiliate has an interest as owner or lessee of Tract 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

10. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

11. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both 5104 and Empire there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by the mutual agreement of Empire and 5104.

12. Non-Merger. So long as Empire or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.

13. Duration. Unless otherwise cancelled or terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

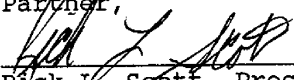
14. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

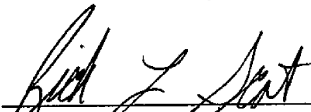
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this documents.

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

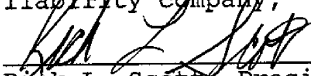
EMPIRE SPECTRUM, L.P., a
Nebraska limited partnership,

By: R.L. Scott Company, Inc., a
Nebraska corporation, General
Partner,

By: 
Rick L. Scott, President


Rick L. Scott, General Partner

5104 L.L.C., a Nebraska limited
liability company,

By: 
Rick L. Scott, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of July, 1995, before me, the undersigned, a Notary Public in said County and State, duly commissioned and sworn, personally appeared Rick L. Scott, known to me to be the President of R.L. Scott Company, general partner of Empire Spectrum, L.P., a Nebraska limited partnership, and who acknowledged that he executed the same as his voluntary act and deed and as the voluntary act and deed of such corporation and limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



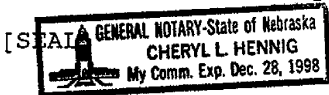
Cheryl L. Hennig
Notary Public

My Commission Expires: 12-28-98

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 20th day of July, 1995, before me, the undersigned, a Notary Public in said County and State, duly commissioned and sworn, personally appeared Rick L. Scott, an individual, and who acknowledged that he executed the same as his voluntary act and deed and as the voluntary act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Cheryl L. Hennig
Notary Public

My Commission Expires: 12-28-98

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 20th day of July, 1995, before me, the undersigned, a Notary Public in said County and State, duly commissioned and sworn, personally appeared Rick L. Scott, known to me to be the President of 5104 L.L.C., a Nebraska limited liability company, and who acknowledged that he executed the same as his voluntary act and deed and as the voluntary act and deed of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL] GENERAL NOTARY-State of Nebraska
 CHERYL L. HENNIG
 My 12-28-98

Cheryl L. Hennig
 Notary Public

Consent of First National Bank of Omaha

The undersigned hereby consents to the granting of the aforesaid easements with covenants and restrictions affecting land herein described.

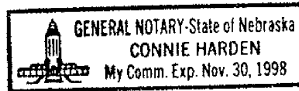
Dated this 20th day of July, 1995.

FIRST NATIONAL BANK OF OMAHA,
 a national banking association,
 as Trustee and Beneficiary,

By: *[Signature]*
 Its 2nd Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 20th day of July, 1995, by Mark Seger, Second Vice President of First National Bank of Omaha, a national banking association, on behalf of said national banking association.



Connie Harden
Notary Public

[Seal]

My Commission Expires: 11-30-98

Exhibit A

Tract I:

Lots 49, 50, 51, 52, 53, 61 and 62 in Empire Park Replat II, an Addition to the City of Omaha, in Douglas County, Nebraska.

Tract II:

Lots 57, 58, 59 and 60, Empire Park Replat II, an Addition to the City of Omaha, in Douglas County, Nebraska, except that part of Lot 57 more particularly described as follows:

A triangular parcel of land located in Lot 57, Empire Park Replat II, City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of said Lot 57, thence West along the South Boundary Line of said lot for a distance of 7.00 feet; thence Northeasterly along a straight line for a distance of 16.55 feet to a point on the East Boundary Line of said Lot 57, said point being 15.00 feet North of the Southeast corner of said Lot; thence South along East Boundary Line of said lot, for a distance of 15.00 feet to the point of beginning.

and except that part of Lot 59, more particularly described as follows:

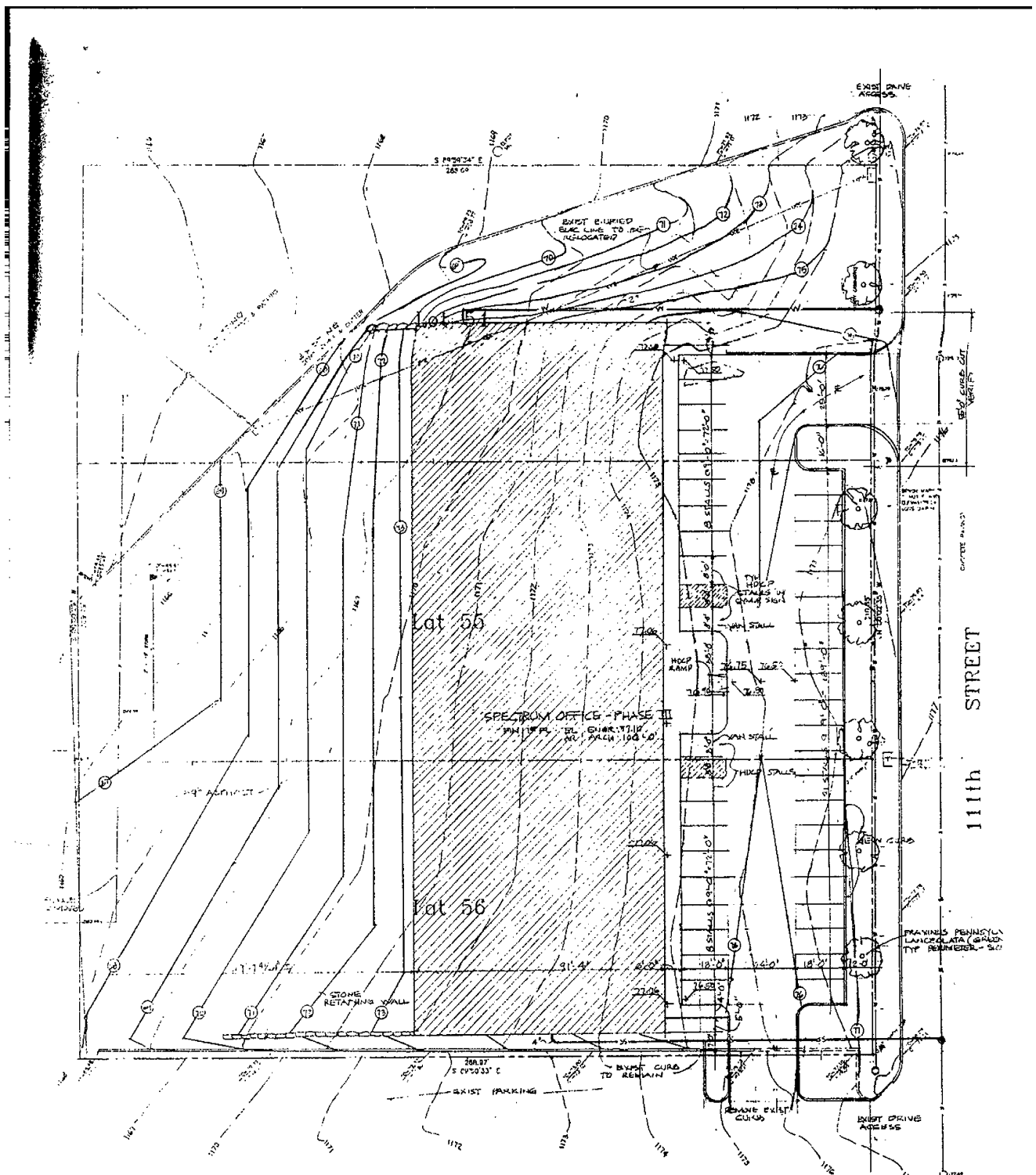
A triangular parcel of land located in Lot 59, Empire Park Replat II, City of Omaha, Douglas County, Nebraska.

Commencing at the Southwest corner of said Lot 59, thence North along the West Boundary Line for a distance of 20.00 feet; thence Southeasterly along a straight line for a distance of 28.25 feet to a point on the South Boundary Line of said Lot 59, said point being 20.00 feet East of the Southwest corner of said Lot 59; thence West along the South Boundary Line of said Lot for a distance of 20.00 feet to the point of beginning.

Exhibit B

Lots 54, 55 and 56, in Empire Park Replat II, an Addition to the City of Omaha, as surveyed, plotted and recorded in Douglas County, Nebraska.

REAL\EMPIRE.ECR\071895



SITE PLAN
LOTS 54, 55 & 56
EMPIRE PARK REPLAT II
 Scale: 1" = 20'

EXHIBIT "D"