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DECLARATION OF EASEMENT FOR INGRESS AND EGRESS
AND OTHER COVENANTS

THIS DECLARATION is made this 30th day of June, 1982, by OLD ORCHARD WEST, a Nebraska partnership, with its offices located at 13232 Arbor Plaza, Omaha, Nebraska, 68144, and FARMLAND ENTERPRISES, INC., a Nebraska corporation, with its offices located at 13232 Arbor Plaza, Omaha, Nebraska, 68144, as a partner of Old Orchard West and individually, hereinafter collectively called the "Owner":

WITNESSETH:

WHEREAS, the Owner is seized of an estate in fee simple of a parcel of land as described in Exhibit "A" attached hereto across which there runs a private road as described in Exhibit "B" attached hereto;

WHEREAS, the Owner, in consideration of certain ground leases for portions of the Premises has agreed to dedicate an easement for purposes of ingress and egress to and from various areas of the Premises via 132nd Street and West Center Road, Omaha, Nebraska;

WHEREAS, the Owner, for the benefit of all present and future tenants under ground leases, Union Mutual Life Insurance Company, a mortgagee, and all future owners of any Subparcels of the Premises, desires to establish an easement and promulgate rules for the orderly flow of traffic over and across such easement and to establish other covenants for the development of the shopping area; and

WHEREAS, the Owner desires to promulgate certain other regulations governing the construction of improvements which may be placed upon the Premises and to provide for the orderly development thereof through the use of reciprocal easements between subsequent Subparcels of the Premises;

NOW, THEREFORE, there is hereby granted to (i) all present and future tenants under ground leases now or hereafter entered into, and all present and future owners of the various Subparcels, and (ii) all present and future tenants under ground leases now or hereafter entered into, and all present and future owners of any subdivisions of the Main Parcel, and (iii) Union Mutual Life Insurance Company of Portland, Maine, its successors or assigns, but only so long as Union Mutual Life Insurance Company, its successors or assigns, shall have an interest in any portion of the Main Parcel as mortgagee thereof or holder of a Deed of Trust upon any such portion of the Main Parcel or as owner if such mortgage or Deed of Trust is foreclosed or satisfied by deed in lieu of foreclosure and (iv) any transferee of Union Mutual Life Insurance Company, its successors or assigns, in the event that Union Mutual Life Insurance Company, its successors or assigns, shall become the owner of any portion of the Main Parcel through foreclosure or deed in lieu of foreclosure of the Main Parcel or any portion thereof, an easement for ingress and egress to and from the Entire Premises via 132nd Street and West Center Road over and across that portion of the Main Parcel as described in Exhibit "B" attached hereto. Said ingress and egress easements as aforesaid shall be subject to the following terms and conditions:

(a) Use of said easements by any Dominant Parcel shall be subject to reasonable rules and regulations adopted and enforced by the Owner for the safety and convenience of all persons using said easements for ingress and egress; provided, however, that said rules and regulations shall be adopted and applied in a uniform manner as to all parties having possessory rights within the Entire Premises.

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Such rules and regulations may, from time to time, be changed, modified, or deleted to promote the efficient, safe, and orderly movement of traffic within the Entire Premises so served.

(b) The easements for ingress and egress granted herein are intended and limited to use for pedestrian, automobile, light trucks, and delivery of merchandise. Any use by a Dominant Parcel in excess of that granted herein shall subject the Dominant Parcel to the repair of any damage caused to roadways constructed on such easements upon demand by the Owner.

(c) Easements herein granted for ingress and egress to and from the Main Parcel and all Subparcels shall be permanent and perpetual and shall inure to the benefit of the then owners, tenants, and other parties rightfully in possession of each Subparcel or the Main Parcel or any portion of the Main Parcel, their employees, customers, licensees and invitees.

(d) The easements herein granted may, with the consent of all then owners and all then tenants under ground leases, be relocated, modified or terminated; provided, however, that no such modification, relocation, or termination, shall serve to deprive any Subparcel, the Main Parcel, or any portion of the Main Parcel from access to or from 132nd Street or, alternatively, from West Center Road.

FURTHERMORE, constructions of improvements situated within the Premises shall be subject to the following restrictions:

All improvements to be constructed upon any portion of the Premises (or any enlargements or additions thereto) shall be so constructed as to form an integrated development with harmonious architectural style and quality, and shall be aesthetically compatible with improvements presently situated on the Premises. Prior to the commencement of construction of any improvement, enlargement or addition, any owner or tenant under ground lease of any Subparcel within the Premises agrees that prior to the commencement of construction of any improvement, enlargement or addition, it will deliver to the Owner, design development drawings and other data and pertinent information showing (i) the location of all buildings and improvements; (ii) exterior dimensions, elevations and building heights; (iii) exterior architectural design; (iv) landscape plan; and (v) exterior color of buildings and specifications of materials used in exterior construction. Such design development drawings and other information shall be subject to the approval of the Owner. Any construction which may proceed, after such approval, shall be in strict compliance with the approved design development drawings and other information so submitted and work otherwise performed shall not be a lawful exercise of the rights granted hereunder.

The withholding of approval on the part of the Owner shall never be treated as unreasonable if:

(a) Any improvement to be constructed shall violate any setback requirement imposed by applicable zoning ordinances, building codes, restrictions of record or any other agreement affecting the entire Premises.

(b) Any easement is granted without the prior written consent and approval in each instance first had and obtained from the Owner

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(c) All utility services shall not be installed underground, except to the extent within or on buildings.

(d) Any exterior signs flash, scintillate, make noise, emit smoke or extend more than six inches from the building facade.

(e) Any building contains a roof-top sign without prior written approval in each instance first had and obtained from the Owner.

(f) A free standing sign is installed without prior written approval in each instance first had and obtained from the Owner.

(g) Any building shall not be utilized for office and retail purposes compatible with the buildings and uses previously approved by the Owner.

(h) Any Subparcel shall remain unimproved, and such Subparcel is not landscaped, graded and planted with grass and shall not be kept in a neat and clean condition until such time as construction and/or improvements of the area in question commences.

(i) The term "Owner" shall be deemed to include Union Mutual Life Insurance Company, its successors or assigns, in the event Union Mutual Life Insurance Company, its successors or assigns, shall foreclose its mortgage or Deed of Trust or shall accept a deed in lieu of foreclosure.

FURTHERMORE, there shall exist between each Subparcel of the Premises as such Subparcels may be hereafter delineated by fee ownership or occupancy under ground leases, permanent and perpetual easements for electrical, telephone, gas, water, and sanitary sewer lines beneath driveways situated within the Premises and each Subparcel and each owner or occupant of such Subparcels shall have the right to enter upon the servient parcel for the purpose of repairing and maintaining the same. The dominant parcel shall be responsible for all charges imposed by any utilities and for any damage caused to the servient parcel by the installation or repair of utility lines. Any such damage shall be promptly repaired by the dominant parcel so installing or maintaining such utilities.

Each parcel shall, upon the request of any parcel, enter into an agreement in recordable form fixing and describing by metes and bounds the areas occupied by such utility facilities. In the event that any parcel shall move and relocate any utility facility on its parcel to a location other than that set forth in such agreement, such parcel shall enter into a modification of such agreement in recordable form describing the new location of such utility facility and releasing any rights to the abandoned easement.

FURTHERMORE, the Owner hereby declares, acknowledges that the free flow of traffic between adjoining parcels of the land constituting the Shopping Center as a whole is in the interests of all occupants thereof and, accordingly, declares that each owner of any Subparcel, all present and future tenants, licensees and occupants of any Subparcel of land, their respective employees, customers, licensees and invitees, shall a non-exclusive easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which are now or hereafter may be located on any Subparcel of the Premises subject only to such reasonable and uniformly adopted rules as may be established by the Owner to prevent the unreasonable use of parking areas on the Premises. The

parkings areas, driveways, walkways, entrances and exits situated on any Subparcel within the Premises shall meet at equal grades (except for dividers which are a part of the overall shopping center design scheme) and no obstructions shall be placed, erected or permitted upon any Subparcel which in any way will interfere with the rights granted in this paragraph.

FURTHERMORE, the Owner hereby declares that in the event that the Premises shall be subdivided in accordance with legal process as established by the City of Omaha, Douglas County, Nebraska, this Declaration of Easement for Ingress and Egress and Other Covenants may be superceded by a similar declaration which shall make reference to the Subparcels into which the Premises may be divided; provided, however, that no such subsequent declaration shall serve to eliminate or diminish the easement for ingress and egress herein provided nor shall the same materially alter the rights established herein for the benefit of tenants and owners of Subparcels with respect to the use of common areas for parking, driveways, and utility easements. Such subsequent declaration may be filed by the Owner without the consent of any tenant, owner of any Subparcel, or other occupant, mortgagee, successor or assign of any of the foregoing, or any other party.

IN WITNESS WHEREOF, the Owner has executed this Declaration of Easement for Ingress and Egress and Other Covenants on the date first above written.

OLD ORCHARD WEST, a Nebraska partnership,

By Farmland Enterprises, Inc., a Nebraska Corporation, a partner,

By: *Frank R. West*
 Frank R. West
 Its President

and

FARMLAND ENTERPRISES, INC., a Nebraska Corporation,

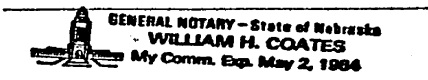
By: *Frank R. West*
 Frank R. West
 Its President

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of June, 1982, by Frank R. West, President of Farmland Enterprises, Inc., a Nebraska corporation, on behalf of that corporation, and on behalf of that corporation as a partner of Old Orchard West, a Nebraska partnership.

William H. Coates
 Notary Public

My Commission Expires:



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EXHIBIT "A"

Commencing at the point of intersection of the West right-of-way line of 132nd Street and the South right-of-way line of Montclair Drive, said point also being the Northeast corner of said Lot 1, Sherwood Plaza Commercial; thence $S00^{\circ}10'40''E$, (assumed bearing), along said West right-of-way line of 132nd Street, a distance of 188.18 feet to the Point of Beginning; thence continuing $S00^{\circ}10'40''E$ along said West right-of-way line of 132nd Street, a distance of 678.49 feet; thence $S89^{\circ}49'20''W$, a distance of 200.00 feet; thence $S00^{\circ}10'40''E$, a distance of 241.95 feet to a point on the North right-of-way line of West Center Road; thence along said North right-of-way line of West Center Road, on the following described courses; thence $N87^{\circ}52'22''W$, a distance of 474.70 feet; thence $S83^{\circ}30'51''W$, a distance of 302.66 feet to the Southwest corner of said Lot 1, Sherwood Plaza Commercial; thence $N00^{\circ}09'50''W$ along the West line of said Lot 1, Sherwood Plaza Commercial, a distance of 75.68 feet to the Southeast corner of said vacated 135th Street; thence $S83^{\circ}30'51''W$, along the South line of said vacated 135th Street, a distance of 50.31 feet to the Southwest corner of said vacated 135th Street; thence $N00^{\circ}09'50''W$, along the West line of said vacated 135th Street, a distance of 247.41 feet; thence Northwesterly, along said West line of vacated 135th Street, on a curve to the left with a radius of 1135.00 feet, a distance of 143.22 feet, said curve having a long chord which bears $N03^{\circ}46'44''W$, a distance of 143.13 feet; thence $N82^{\circ}36'22''E$, a distance of 25.00 feet to the centerline of said vacated 135th Street; thence Northwesterly, along said centerline of vacated 135th Street, on a curve to the left with a radius of 1160.00 feet, a distance of 258.82 feet, said curve having a long chord which bears $N13^{\circ}47'09''W$, a distance of 258.28 feet; thence $N69^{\circ}49'20''E$, a distance of 25.00 feet to a point on the East line of said vacated 135th Street; thence $N20^{\circ}10'40''W$, along said East line of vacated 135th Street, a distance of 138.02 feet; thence $N89^{\circ}49'20''E$, a distance of 592.02 feet; thence $N00^{\circ}10'40''W$, a distance of 81.77 feet; thence $N89^{\circ}49'20''E$, a distance of 501.72 feet to the Point of Beginning.

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EXHIBIT "B"

Ingress and Egress Easement

An Ingress and Egress Easement located in part of Lot 1, Sherwood Plaza Commercial, a subdivision located in the SE 1/4 of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the West right-of-way line of 132nd Street and the South right-of-way line of Montclair Drive; thence S00°10'40"E (assumed bearing), along said West right-of-way line of 132nd Street, a distance of 562.18 feet to the Point of Beginning; thence continuing S00°10'40"E, along said West right-of-way line of 132nd Street, a distance of 65.00 feet; thence S89°49'20"W, a distance of 220.00 feet; thence N00°10'40"W, a distance of 12.00 feet; thence S89°49'20"W, a distance of 226.81 feet; thence S59°36'18"W, a distance of 2.79 feet; thence S00°10'40"E, a distance of 482.00 feet, to a point on the North right-of-way line of West Center Road; thence N87°52'22"W, along said North right-of-way line of West Center Road, a distance of 65.05 feet; thence N00°10'40"W, a distance of 533.79 feet; thence N89°49'20"E, a distance of 514.22 feet to the Point of Beginning.

41 April

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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