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RESTRICTIVE COVENANTS

THIS AGREEMENT is made and entered into as of this 1st day of August, 1994, by and between THOMAS D. FRIEDMAN and SUZANNE N. FRIEDMAN, husband and wife, owners of Parcel B as described herein (hereinafter referred to as "Friedman" or "Parcel B Owners", and BISON ENTERPRISES, INC., a Nebraska corporation, (hereinafter collectively referred to as "Parcel A Owners").

WITNESSETH:

WHEREAS, Friedman owns certain real property described on Exhibit 1 attached hereto as Parcel B ("Parcel B"), and Bison Enterprises, Inc. owns certain real property described on Exhibit 1 as Parcel A ("Parcel A");

WHEREAS, the parties desire to impose a use restriction on Parcel A, and they mutually desire to provide certain restrictions and agreements which will facilitate the future dedication and development of West "N" and West "L" Streets on Parcels A and B.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreement set forth herein, the parties agree as follows:

1. Parcel A - Use Restriction. The Parcel A Owners hereby agree that Parcel A shall not be used for the operation of a storage business of any kind, including, but not limited to, mini-storage, self-storage or convenient storage anytime prior to December 31, 2024, but nothing herein shall prohibit the use of the Property for commercial warehouses or distribution centers. This use restriction shall benefit Friedman, and their successors and assigns which own Parcel B from time to time.

2. Future Development - West "N" Street. At the request of Parcel B Owners, Parcel A Owners shall dedicate to the City of Lincoln for public use a strip of land which is 72 feet wide and shall consist of Lot 93 and the 12 feet adjoining Lot 93 to the south and the north 72 feet of Parcel A ("West 'N' Street") for the purpose of construction of "West 'N' Street" as a public road. Such dedication shall be made at the time of submission of a subdivision application and plat to the City by the Parcel B Owners. Neither the public or any third party shall have any right to such road prior to the dedication to the City. The cost of such public improvements shall be assessed against the respective properties pursuant to the requirements and procedures of the City of Lincoln relative to paving, sewer and improvement districts. Parcel B owners shall not construct any improvements on or develop Parcel B so as to impede or interfere with the dedication of a 72 feet wide strip which would preclude the extension of West "N" Street to Southwest 30th Street should the City of Lincoln require same.

3. Future Development - West L Street. At the request of the Parcel B Owners, Parcel B Owners and Parcel A Owners shall dedicate to the City of Lincoln for public use a strip of land which is 72 feet wide and located as indicated on Exhibit 2 attached hereto and

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incorporated by this reference for the purpose of constructing and improving "West 'L' Street" as a public road. Such dedication shall be made at the time of submission of a subdivision application and plat to the City by the Parcel B Owners. The Parcel B Owners and Parcel A Owners agree not to construct any improvements within the area described in this paragraph as West "L" Street which would impede or interfere with this dedication for a period of five (5) years from the date hereof. The cost of the public improvements for West "L" Street shall be assessed against the respective properties pursuant to the requirements and procedure of the City of Lincoln relative to sanitary, paving and improvement districts. Neither the parties hereto nor the public or any third party shall have any right to such road prior to the dedication to the City.

4. No Third Party Beneficiaries. The covenants and agreements set forth herein are solely for the benefit of the Parcel B Owners and Parcel A Owners, and their successors and assigns who own such Parcels. This Agreement shall not be construed to grant any benefits to any third parties other than the successors and assigns of the parties hereto during the period of ownership of the respective benefitted parcels.

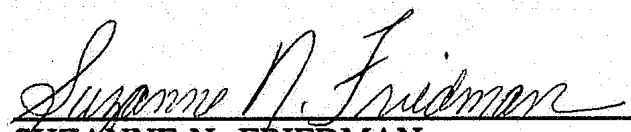
5. Termination. This Agreement and the covenants and restrictions set forth herein shall terminate on December 31, 2024, and neither party shall have any duty or obligation thereafter to make a dedication to the City of Lincoln pursuant hereto.

6. Future Cooperation. The parties, and their successors and assigns, agree to cooperate with each other in the subdivision and platting of Parcel A and Parcel B.

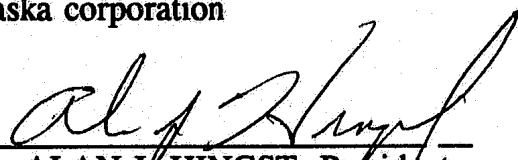
7. Run with the Land. The benefits and burdens of the covenants and agreements set forth herein run with the land.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date and year first above written.


THOMAS D. FRIEDMAN

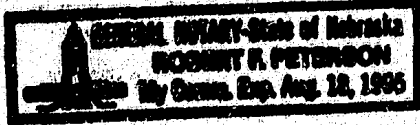

SUZANNE N. FRIEDMAN
Spouse of Thomas D. Friedman

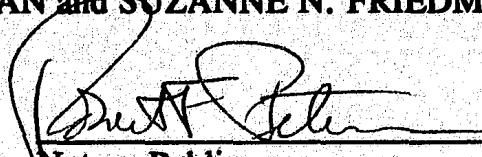
BISON ENTERPRISES, INC., a
Nebraska corporation

By: 
ALAN J. HINGST, President

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STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

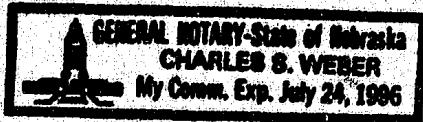
The foregoing instrument was acknowledged before me this 29 day of July, 1994, by THOMAS D. FRIEDMAN and SUZANNE N. FRIEDMAN, husband and wife.




Notary Public

STATE OF NEBRASKA)
COUNTY OF SEWARD) SS.

The foregoing instrument was acknowledged before me this 1st day of August, 1994, by ALAN J. HINGST, President of BISON ENTERPRISES, INC., a Nebraska corporation.



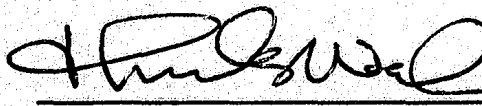

Notary Public

EXHIBIT 1

Parcel A
Legal Description

14.289 Acres

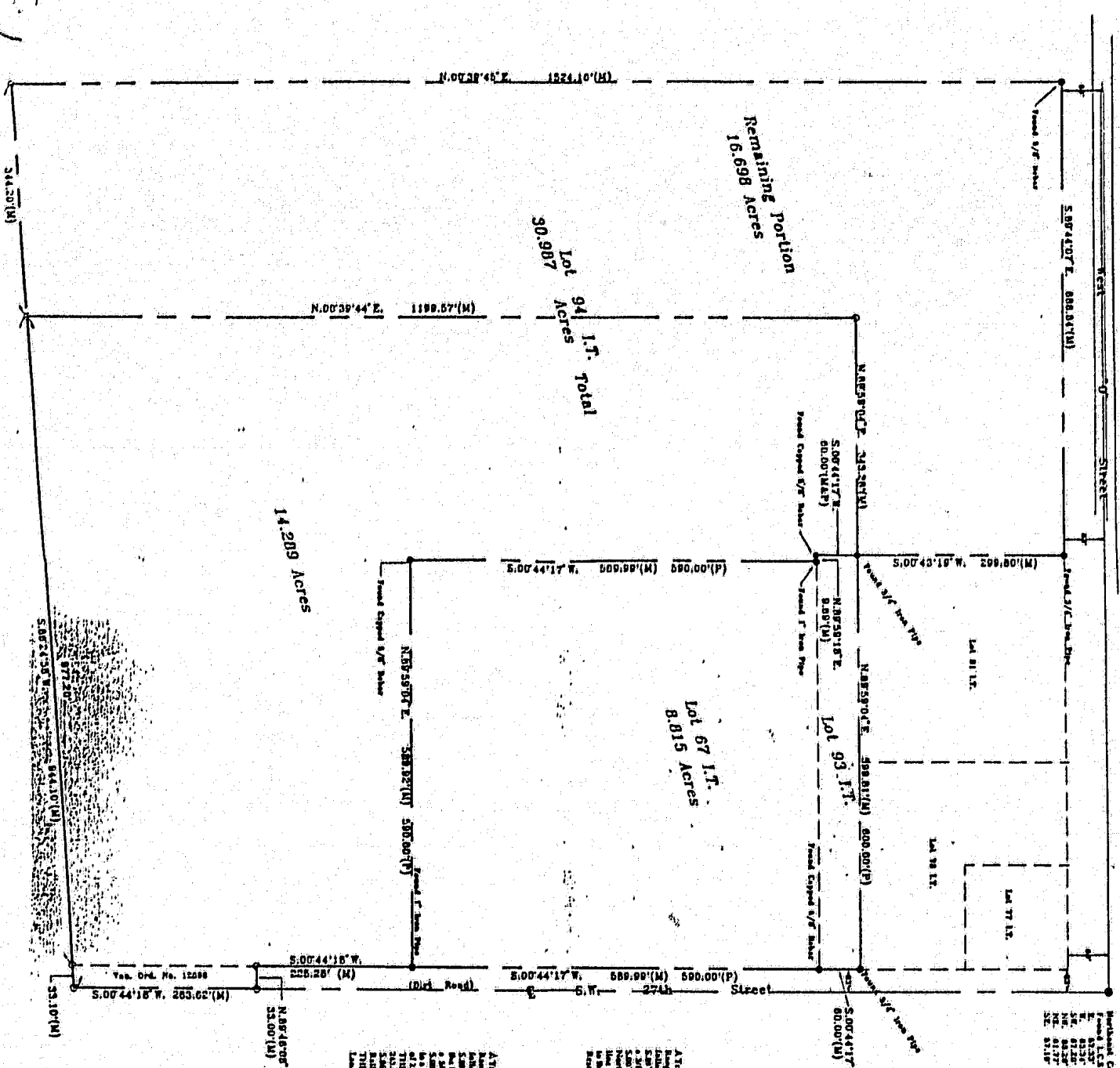
A Tract of land out of and a part of Lot 94 I.T., situated in the Northeast Quarter of Section 29, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being more particularly described as follows: Commencing at the Northwest Corner of said Lot 94 I.T., said point being a 5/8 inch Rebar; THENCE: S.89°44'07"E., a distance of 686.84 feet to a 3/4 inch Iron Pipe; THENCE: S.00°43'19"W., a distance of 299.80 feet to the Point of Beginning, said point being a 3/4 inch Iron Pipe; THENCE: S.00°44'17"W., a distance of 60.00 feet to a 5/8 inch Capped Rebar; THENCE: N.89°59'18"E., a distance of 9.89 feet to a 1 inch Iron Pipe; THENCE: S.00°44'17"W., a distance of 589.99 feet to a 5/8" Capped Rebar; THENCE: N.89°59'04"E., a distance of 589.92 feet to a 1 inch Iron Pipe on the West Right-of-Way line of Southwest 27th Street; THENCE: S.00°44'18"W., a distance of 225.28 feet, along and with the said West Right-of-Way line of Southwest 27th Street, to a point for a Corner; THENCE: N.89°46'08"E., a distance of 33.00 feet to a point for a Corner; THENCE: S.00°44'18"W., a distance of 263.62 feet to a point for a Corner on the North Right-of-Way line of Burlington Northern Railroad; THENCE: S.86°24'58"W., a distance of 977.20 feet, along and with the North Right-of-Way line of Burlington Northern Railroad, to a point for a Corner; THENCE: N.00°39'44"E., a distance of 1199.57 feet to a point for a Corner; THENCE: N.89°59'04"E., a distance of 343.28 feet to the Point-of-Beginning and containing in all 14.289 Acres of Land, subject to any Easements, Reservations, or Restrictions of Record.

Parcel B
Legal Description

Remaining Portion Lot 94 I.T.

A Tract of land out of and a part of Lot 94 I.T., situated in the Northeast Quarter of Section 29, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being more particularly described as follows: Beginning at the Northwest Corner of said Lot 94 I.T., said point being a 5/8 inch Rebar; THENCE: S.89°44'07"E., a distance of 686.84 feet to a 3/4 inch Iron Pipe; THENCE: S.00°43'19"W., a distance of 299.80 feet to a 3/4 inch Iron Pipe; THENCE: S.89°59'04"W., a distance of 343.28 feet to a point for a Corner; THENCE: S.00°39'44"W., a distance of 1199.57 feet to a point for a Corner on the North Right-of-Way line of the Burlington Northern Railroad; THENCE: S.86°24'58"W., a distance of 344.20 feet along and with the said North Right-of-Way line of Burlington Northern Railroad to a point for a Corner; THENCE: N.00°39'45"E., a distance of 1524.16 feet to the Point-of-Beginning and containing in all 16.698 Acres of Land, subject to any Easements, Reservations, or Restrictions of Record.

Northwest Corner Section 29, T19N, R18E.
 Found L&C.M. Co. in Part May 1908
 E. 6125' found in Part May 1908
 S. 6125' found in Part May 1908
 NE. 6125' found in Part May 1908
 NW. 6125' found in Part May 1908
 SE. 6125' found in Part May 1908
 SW. 6125' found in Part May 1908



Legal Description
 Remaining Portion
 16.698 Acres

Legal Description
 Lot 94 1/4 Total
 30.987 Acres

Boundary Survey of 14,289 Acres out of Lot 94 1/4, located in the Northeast Quarter of Section 29, Township 19 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

PREPARED FOR:
 JTI, INC./DAVID PARKER

Order & Associates Inc.

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Lot 67 I.I.

875.27'(M)

S.00°44'17"W

N.00°39'44"E

Lot 4
4.778 Acres

94 I.T.

EDITED
 ENTERED
 CHECKED
 CODE
 BLOCK
 LOT

Lot 3
4.660 Acres

S.89°46'08"W. 343.30'(M)

S.89°46'08"W. 352.31'(M)

N.89°46'08"E. 589.95'(M)

WEST

"L"

STREET

N.89°46'08"E. 343.30'(M)

N.89°46'08"E. 352.22'(M)

N.89°46'08"E. 589.95'(M)

—46— INST. NO. 94

30.987 Acres

464.76'(M)

S.00°44'17"W. 44.15'(M)

464.90'(M)

Lot 5
3.742 Acres

Lot 6
3.671 Acres

Lot 7
5.981 Acres

Vac. Ord. No. 12596

S.00°44'18"W. 263.62'(M)

144.00'(M)

EXHIBIT "2"

LANCASTER COUNTY, NEB
Dan Nette
REGISTER OF DEEDS

AUG 2 3 10 PM '94

35164

624.65'(M)
1321.41'(M)

464.58'(M)

MT/ced/pal