

## CONSENT AND RATIFICATION

The Northwestern National Bank, Omaha, Nebraska, a corporation organized and existing under the laws of the United States of America, and having its principal place of business and post office address at Omaha, Nebraska, being the holder of two mortgages encumbering the premises situated in the Southwest Quarter of Section 30, Township 15 North, Range 12 East of the 6th P.M., said premises being legally described within Exhibit "A" of the attachment hereto which is marked Exhibit "X", said respective mortgage to secure the payment of the principal sum of One Million Fifty Thousand Dollars (\$1,050,000.00) and interest, which mortgage is dated March 19, 1973 and was recorded in the office of the Register of Deeds in and for the County of Douglas, Nebraska, at Book 1970, Page 212 on April 4, 1973, and to secure the payment of the principal sum of One Million Five Hundred Five Thousand Dollars (\$1,505,000.00), and interest, which mortgage is dated April 16, 1976 and was recorded in the office of the Register of Deeds in and for the County of Douglas, Nebraska, at Book 2016, Page 59, on April 23, 1974, does, in consideration of both the sum of \$1.00 paid to the undersigned and other valuable consideration which is hereby acknowledged:

1. Hereby consent to the execution, delivery and recording by Orchard Properties, Inc. within the Register of Deeds Office, Douglas County, Nebraska of the instrument attached hereto and made a part hereof as Exhibit "X" and which legal instrument is entitled "REAL PROPERTY COVENANTS";
2. Hereby consent to the plat attached hereto and made a part hereof as Exhibit "Y", the filing of same with the City Clerk of the City of Omaha and all lawful acts of Orchard Properties, Inc. performed in gaining the approval of the City Council of Omaha, Douglas County, Nebraska for such plat;
3. Hereby covenants and agrees that the above specified mortgages held by the undersigned shall be and the same hereby are made, subject and subordinate to the covenants and restrictions agreed to and specified within Exhibit "X" attached hereto, and to the plat attached hereto as Exhibit "Y", with the same force and effect as if such Exhibit "X" and Exhibit "Y" had been executed, filed, delivered, approved and recorded prior to the execution, delivery and recording of the two mortgages herein above specified.

4. Hereby ratify the execution of Exhibit "X" on the 3rd day of June, 1976 by Norman D. Rips, said individual being on said date the President of Orchard Properties, Inc., said corporation being the titleholder to the real property legally described within Exhibit "A" of Exhibit "X" hereto, upon which parcel of real estate the undersigned is the holder of the mortgages hereinabove specified, and does further ratify the lawful acts of Orchard Properties, Inc., its agents, and its successors in interest to the plat attached hereto, to the filing of the same, and all lawful acts performed in gaining the approval thereof by the City Council of Omaha, Douglas County, Nebraska.

DATED this 21 day of September, 1976.

IN WITNESS WHEREOF, the undersigned authorized officer of Northwestern National Bank, Omaha, Nebraska, has hereunto set his hand on the date and year immediately above written.

NORTHWESTERN NATIONAL BANK,  
Omaha, Nebraska

BY: *Norman D. Rips*  
Its Authorized Officer

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23  
day of September, 1976, by W. J. Hinkley, an  
authorized officer of the NORTHWESTERN NATIONAL BANK, on behalf of  
the corporation.



Lois M. FVV  
Notary Public

30-18-12  
70-0124  
Exhibit "X"

BOOK 570 PAGE 391

REAL PROPERTY COVENANTS

WHEREAS, ORCHARD PROPERTIES, INC. is the record titleholder to a substantial portion of the real estate encompassed within the

Southwest Quarter of Section 30, Township 15 North, Range 12 East of the 6th P.M., legally described within Exhibit 'A' attached hereto and made a part hereof

and

specifically that portion cross-hatched within Exhibit 'B' attached hereto and made a part hereof and that portion designated as Tract 1 within said Exhibit 'B' containing more or less 11.16 acres (herein collectively referred to as "Tract 1");

WHEREAS, Tract 1 abuts certain lots of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska, on the North and East boundary lines of Tract 1;

WHEREAS, Orchard Properties, Inc., (hereinafter referred to as "Orchard") desires to develop Tract 1 and provide for those elements which will allow certain aspects of Tract 1 to complement the following described real property located within the Royalwood Estates Subdivision:

Lots 162, 161, 160, 159, 158, 157, 156, 504, 13, 12, 11, 10 and 9 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska;

NOW, THEREFORE, in consideration of the mutual representations and covenants hereinabove and hereinafter set forth, Orchard does hereby create, adopt and establish the following restrictions upon the herein designated portions of Tract 1 and does hereby promise and agree as follows:

1. Orchard agrees to connect the segments of chain link fence near the North boundary of Tract 1 by implacing upon Lots 161 and 158 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska, a chain link fence of reasonably similar fence, upon request, to those fences on adjacent lots; the cost of fence materials, installation and materials necessary for such placement shall be exclusively borne by Orchard. Said titleholder to Lot 161 and Lot 158 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska, is each granted the right to select suitable fencing for such purpose utilizing reasonable judgment within the time period communicated by Orchard to said titleholder.

2. Orchard agrees to purchase and install, exclusively at its own cost, a reasonably attractive chain link fence, 6 feet in height, along a part of the East property line of Tract 1 commencing at the Northeast corner of Tract 1 and continuing in a generally southern direction and terminating at a point on such East property line where the base of the bank on the eastern portion of Tract 1 intersects with such East property line of said Tract. In the event either Gold Street or Arbor Street is extended across the East

boundary line of Tract 1, Orchard agrees to extend the fence from the hereinabove described point on the bank to the first street which crosses the East boundary line of Tract 1. The fence that is to be implaced on the East property line of Tract 1 commencing at the Northeast corner of Tract 1 and continuing in a generally southern direction and terminating at a point on the East property line where the base of the bank on the eastern portion of Tract 1 intersects with such East property line of said Tract shall be installed prior to January 1, 1977

3. Orchard agrees that all buildings constructed upon Tract 1 shall be a distance of no less than sixty (60) feet from the boundary lines of Lots 162, 161, 160, 159, 158, 157, 156, 504, 13, 12, 11, 10 and 9 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska.

4. Orchard agrees to construct only office type buildings to be used for generally recognized office uses, excluding retail sales or other commercial uses, on the North 250 feet of Tract 1 at a distance of no less than sixty (60) feet from the South boundary line of Lots 152, 161, 160, 159, and 158 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska.

5. In that area of Tract 1 which is within 200 feet from any point on the West lot lines of Lots 9, 10, and 11 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska, as such West property lines exist on the date of the execution of this instrument, the erection of buildings for the following uses shall be prohibited:

- (1) Auto laundry
- (2) Boarding & lodging houses
- (3) Bowling alley
- (4) Dry cleaning plant and laundry plant or combined plants
- (5) Gasoline filling station
- (6) Grocery store
- (7) Hotels and motels
- (8) Laundry, self-service
- (9) Cocktail lounge, tavern, or any other establishment serving intoxicating liquors
- (10) Marine equipment and service store including open air display of boats
- (11) Meat and seafood store
- (12) Private clubs, fraternities, lodges
- (13) Utility sub-station
- (14) Fast food service establishment

6. In that area of Tract 1 which is within 100 feet from any point on the West lot lines of Lots 9, 10, and 11 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska, as such West property lines exist on the date of the execution of this instrument, the erection of buildings for the following use shall be prohibited:

- (1) Discount department store

7. Orchard agrees that all exterior lighting and illuminated signs within 200 feet of Lots 162, 161, 160, 159, 158, 156, 504, 13, 12, 11, 10 and 9 of Royalwood Estates Subdivision, a subdivision in Douglas County, Nebraska, shall be of a low profile nature providing for minimal glare and shall be arranged so as to focus on the structures located on Tract 1 and shielded away from

such residential properties. The poles for such signs and lighting fixtures shall not exceed twelve (12) feet in length.

8. Orchard agrees to grade the bank on the North side of Tract 1 and all that portion of the existing bank located on Orchard's property on the East side, immediately adjacent to those lots covered within these covenants, to a grade reasonably near a ratio of three feet horizontal to each foot of vertical drop. Such bank as graded shall be topped with appropriate vegetation including plugging with crownvetch and, if necessary for erosion purposes, implanting low cover vegetation and rye grass. In the event either of the streets of Arbor or Gold are extended so as to cross upon the East property line of Tract 1, Orchard agrees to grade the existing bank area located upon its property to the end of Orchard's East property line or to such street, whichever is encountered first, to reasonably the same grade as the previously graded bank and to provide similar vegetation existing thereon. In no event shall Orchard be obligated to extend or change the top ridge of such bank or to so grade or plant such vegetation on the existing bank beyond any point on Orchard's East property line. The landscaping which is to be provided prior to the extension of either Arbor or Gold Streets shall be commenced in the fall of 1976 and shall be completed no later than the spring of 1977. Thereafter, Orchard agrees to maintain such bank area or additional bank area and to replace any trees which may have died after the initial planting in such area as provided herein. Orchard agrees to plant and maintain an array of trees on Orchard's bank area adjacent to the lots covered within these covenants, and, in the event of the extension of either Gold or Arbor Streets, Orchard agrees to implace additional trees of the same kind and quality and in the same proportionate array, as hereinafter specified, on Orchard's bank area to the point where such first street crosses upon the East boundary line of Orchard's property. Such trees shall be of a variety of species, including but not limited to, seedless ash (nearest the property lines of the adjacent lots of Royalwood Estates Subdivision), plum and juniper, with pfitzers encircling the junipers. Orchard agrees that four (4) full trees shall be within approximately every fifty (50) feet in such area and that a total of forth-three full trees, twenty upright junipers, and one hundred twenty pfitzers shall be planted and maintained in accordance with this paragraph. Evergreen type trees shall be 3 to 4 feet in height and all other trees shall be 6 to 10 feet in height.

9. The covenants contained shall inure to the benefit of the present and future property owners of the following described real estate:

Lots 162, 161, 160, 159, 158, 157, 156, 504,  
13, 12, 11, 10 and 9 in Royalwood Estates  
Subdivision, a subdivision in Douglas County,  
Nebraska.

It shall be lawful for any person or persons owning any of the above described real estate to prosecute any proceedings in law or equity against any persons violating or attempting to violate any such covenant or covenants, either to prevent him or them from so doing or to recover damages for such violations, or both.

10. These covenants shall run with the designated portions of Tract 1 and shall be binding upon all present and future owners or occupants of said portions of Tract 1 until January 1, 1999, at

which time each covenant or restriction designated herein shall automatically terminate.

Executed and dated this 3<sup>rd</sup> day of July, 1976.

ORCHARD PROPERTIES, INC.

BY: [Signature]  
Norman D. Rips, President

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS)

3<sup>rd</sup> day of July, 1976, by Norman D. Rips, President of ORCHARD PROPERTIES, INC., a Nebraska corporation, on behalf of said corporation.

GENERAL NOTARY - STATE OF NEBR.  
THOMAS F. EGAN, JR.  
My Comm. Exp. Oct. 31, 1978

[Signature]  
Notary Public

EXHIBIT A

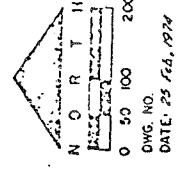
TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 30-15-12; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 30-15-12 ON A ASSUMED BEARING OF SOUTH 00°00' EAST A DISTANCE OF 275.00 FEET; THENCE NORTH 00°10'25" WEST A DISTANCE 89.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'20" EAST ALONG THE NORTH PROPERTY LINE OF TRACT A DISTANCE OF 827.01 FEET; THENCE CONTINUING ALONG SAID SOUTH PROPERTY LINE SOUTH 84°16'39" EAST A DISTANCE OF 309.89 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°10'25" WEST ALONG THE EAST PROPERTY LINE OF SAID TRACT A DISTANCE OF 267.53 FEET; THENCE CONTINUING ALONG SAID EAST PROPERTY LINE NORTH 11°33'21" WEST A DISTANCE OF 488.42 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 90°00'00" WEST ALONG THE NORTHERLY MOST PROPERTY LINE SAID TRACT A DISTANCE OF 578.87 FEET; THENCE SOUTH 00°10'25" EAST A DISTANCE 306.00 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST PROPERTY LINE OF SAID TRACT; THENCE SOUTH 00°10'25" EAST ALONG SAID WEST PROPERTY LINE OF SAID TRACT A DISTANCE OF 806.25 FEET; THENCE NORTH 89°50'17" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 00°10'25" EAST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

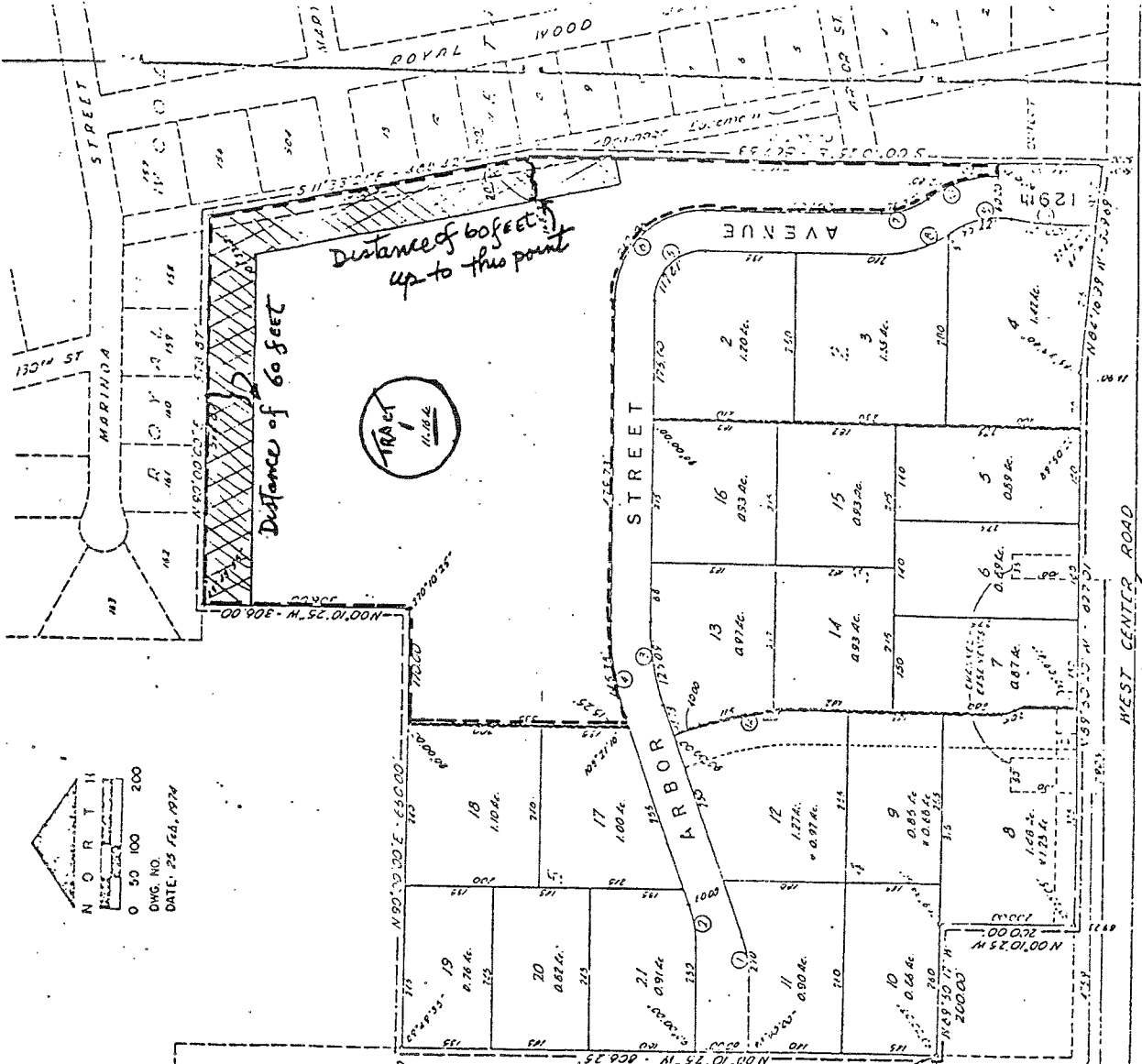
CONTAINING: 34.30 ACRES.

Exhibit A  
4 JOBSITES LOCATED IN THE SOUTH-WEST QUARTER OF SECTION 32, TOWNSHIP 23 S, RANGE 12 E,  
6th P.M., ROCKLAND COUNTY, NEW YORK.

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SCHEME D



DWG. NO. 100  
DATE: 25 Feb, 1974



NOTICE: All distances are noted distances.  
All streets shown here have been surveyed with a planimeter and adjusted to agree with accepted original platting.  
\* Indicates areas also removed at possible right of way.  
Total acreage right of way = 0.22 ac.  
MOUNTAIN VIEW SHOOTING CENTER

EXHIBIT "B"



BOOK 570 PAGE 397

CONSENT AND RATIFICATION

Final Plat of OLD ORCHARD EAST  
part of the SW $\frac{1}{4}$  of Sec. 30-15-12

PLAT IN BACK OF BOOK