



DEED 2008083382



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By *[Signature]*

Deed 50

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BNP _____ C/O _____ CCMP *[initials]*

DEL _____ S/W _____ P/ _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/21/2008 13:43:52.49



2008083382

SPECIAL WARRANTY DEED

Know all men by these presents, that **KDI OMAHA, L.P.**, a Nebraska limited partnership, herein called the "Grantor", whether one or more, for and in consideration of the sum of One Dollar and other valuable consideration received from the grantee, do hereby grant, bargain, sell, convey and confirm unto **HFH OMAHA GC, LLC**, a Nebraska limited liability company, herein referred to as the "Grantee", the following described real property:

SEE EXHIBIT A ATTACHED HERETO

To have and to hold said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

Grantor covenants with Grantee that:

- (1) Grantor is lawfully seized of the Property and that it is free from encumbrances except as listed on Exhibit B attached hereto;
- (2) Grantor has legal power and lawful authority to convey the same;
- (3) Grantor warrants and will defend title to the Property against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor; and
- (4) The Property is subject to the Deed Restrictions attached hereto as Exhibit C.

[Signature Page Follows]

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GRANTOR:

KDI OMAHA, L.P., a Nebraska limited partnership

By: KD Omaha 1103, Inc., a Nebraska corporation, its General Partner

By: [Signature]
Name: DANIEL C. SLATTERY
Title: Executive Vice President
Date: 8/1/08

STATE OF ILLINOIS)
) s.s.
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on August 1, 2008 by Daniel C. Slattery, the Exec. V.P. President of KD Omaha 1103, Inc., the general partner of a KDI Omaha, L.P., on behalf of the corporation. He personally appeared before me, a General Notary Public for the State of Illinois, and is either personally known to me or was identified by me through satisfactory evidence.

Witness my hand this 1st day of August, 2008.

My Commission Expires:
12/4/2010

Joanna G. Isdale
Notary Public

[notarial seal]

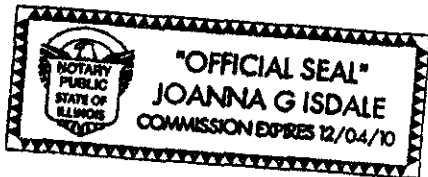


EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 1, Sorensen Park Plaza Replat 4, an Addition to the City of Omaha, in Douglas County, Nebraska, containing approximately 2.35 acres, as shown on that plat recorded at Douglas County Register of Deeds as Instrument No. 2008-063217 on June 26, 2008 (the "Property"), being a replat of Lots 12, 13 and 14, Sorensen Park Plaza, an Addition to the City of Omaha, in Douglas County, Nebraska, as shown on that plat recorded at Douglas County Register of Deeds as Instrument No. 2005-035546 on March 31, 2005.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Operation and Easement Agreement by and between KDI Omaha, L.P. and Target Corporation which was recorded on June 15, 2005, Document Number 2005069011 in the Register of Deeds for Douglas County, as amended by that certain First Amendment to Operation and Easement Agreement by and between KDI Omaha, L.P., Target Corporation and Ragains Enterprises, LLC which was recorded on April 20, 2006, Document Number 2006044047 in the Register of Deeds for Douglas County.
2. Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company, over a portion of the premises in question, as set forth in instrument filed November 28, 1972, in Book 516 at Page 331.
3. Easement granted to Omaha Public Power District, over a portion of the premises in question, as set forth in instrument filed December 18, 1972, in Book 516 at Page 749.
4. Easement granted to Northwestern Bell Telephone Company, over a portion of the premises in question, as set forth in instrument filed in Book 525 at Page 90; and Partial Release filed November 15, 1979, in Book 624 at Page 3.
5. Easement and Right of Way granted to Metropolitan Utilities District of Omaha, over a portion of the premises in question, as set forth in instrument filed March 20, 1974, in Book 533 at Page 635.
6. Easement granted to Northwestern Bell Telephone Company, over a portion of the premises in question, as set forth in instrument filed December 18, 1979, in Book 625 at Page 648.
7. Right of Way Easement granted to Omaha Public Power District, over a portion of the premises in question, as set forth in instrument filed May 20, 1983, in Book 689 at Page 565.
8. Permanent Easement granted to the City of Omaha, over a portion of the premises in question, as set forth in instrument filed September 19, 1994, in Book 1129 at Page 498.
9. Access Restrictions contained in Warranty Deed filed April 13, 1998, in Book 2086 at Page 645.
10. Easement granted to Douglas County, Nebraska, over a portion of the premises in question, as set forth in instrument filed April 13, 1998, in Book 1243 at Page 741.
11. Terms and provisions of the Notice of Redevelopment Agreement Covenants dated March 30, 2005, filed March 31, 2005 as Instrument No. 2005035548.
12. Terms and provisions of the Easement and Declaration of Restrictions dated March 30, 2005, filed March 31, 2005 as Instrument No. 2005035550, by and between KDI Omaha, L.P. and Eaton Hydraulics, Inc.

13. Utility Easements dedicated pursuant to the Final Plat of Sorensen Park Plaza filed March 31, 2005 as Instrument No. 2005035546.

14. Permanent Easement for the benefit of the insured property, between The City of Omaha, a Nebraska, a municipal corporation, and KDI Omaha, L.P., a Nebraska limited partnership.

15. Current unpaid Real Estate Taxes and assessments, subject to apportionment as hereinafter set forth.

16. Laws and governmental regulations that affect the use and maintenance of the Real Estate.

17. Memorandum of Lease filed August 9, 2005, as Inst. No. 2005097151, by and between Kimco Omaha, L.P., landlord, and Factory Card Outlet of America, LTD., tenant, which contains restrictions for use.

18. Memorandum of Lease filed September 28, 2005, as Inst. No. 2005121286, by and between KDI Omaha, L.P., as Nebraska limited partnership, landlord, and OfficeMax Incorporated, tenant, which contains restrictions for use.

19. Memorandum of Lease, filed September 28, 2005, as Inst. No. 2005121287, by and between KDI Omaha, L.P., landlord, and Marshalls of MA, Inc., tenant, which contains use restrictions.

20. Right of Way Easement granted to Omaha Public Power District, over a portion of the premises in question, as set forth in instrument filed August 5, 2005, as Inst. No. 2005095748.

21. Permanent Sign Easement over a portion of the premises in question, as set forth in instrument filed August 3, 2006, as Inst. No. 2006088196.

22. Declaration of Restricted Uses, filed September 6, 2007, as Inst. No. 2007102292.

23. Permanent Sign Easement over a portion of the premises in question, as set forth in instrument filed August 3, 2006, as Inst. No. 2006088194.

24. Utility and Sidewalk Easements as shown on the Plat of Sorensen Park Plaza Replat 4 filed June 26, 2008 as Instrument No. 2008063217.

EXHIBIT C

DEED RESTRICTIONS

The following matters will be included in the Deed for the benefit of Seller as owner of the shopping center which adjoins the Property (the "Shopping Center"):

This Exhibit C is attached to and made a part of that certain Special Warranty Deed dated _____, 2008 (the "Deed") wherein **KDI OMAHA, L.P.** ("Grantor") conveys to **HFH OMAHA GC, LLC**, ("Grantee") certain real property described in this Deed as the "Property." Grantee covenants, agrees and acknowledges, by its acceptance and recordation of this Deed, that Grantee hereby agrees to take and hold title to the Property subject to the following reservations, covenants, restrictions, conditions and other provisions (collectively, the "Restrictions"), which shall be binding upon Grantee and its successors and assigns, including, without limitation, any successor owners, tenants and other occupants of the Property.

1. **Use Restrictions.** Grantee acknowledges and agrees that the Property is part of a larger development known as "Sorensen Park Plaza" (the "Development") which is legally described as Lots 1-14 and Outlots A and B Sorensen Park Plaza, an Addition to the City of Omaha, Douglas County, Nebraska, as shown on that plat recorded at Douglas County Register of Deeds as instrument No. 2005035546 on March 31, 2005. After conveyance of the Property to Grantee, Grantor, its successors and assigns, will continue to have a substantial interest in the ownership and operation of numerous properties within the Development. Accordingly, Grantor desires to ensure that the Property will be used in a manner consistent with the plans and designs of Grantor for the Development and not in a manner that would injure or adversely affect the other properties or operations in the Development. In furtherance of these legitimate objectives and subject to any repurchase rights in favor of Grantor as provided herein, Grantee, for itself and its successors, assigns and transferees, covenants and agrees that **the Property shall only be used for the operation of a cafeteria style restaurant (the "Permitted Use")**. Grantee shall not use the Property for any other use other than the Permitted Use unless Grantee obtains the prior express written consent of Grantor, such consent not to be unreasonably withheld; provided, however, Grantor and Grantee agree and acknowledge that Grantor will not withhold such consent if Grantee uses (or proposes to use) the Property for any lawful retail use which does not conflict with any restrictive covenant, prohibited use or exclusive use granted (or to be granted) with respect to the Development.

Grantee's acceptance of the foregoing restrictions is a material inducement to Grantor to convey the Property to Grantee, by virtue of its need to protect the legitimate expectations more particularly described above.

2. **Construction of the Intended Improvements; Grantor's Repurchase Rights.**

(a) Grantee covenants and agrees to construct (or cause the construction of) the building improvements on the Property pursuant to plans and specifications therefor prepared by Grantee and which plans must be reviewed and approved by Grantor in writing prior to the date hereof or at such later date prior to construction commencement (the "Intended Improvements"), all in accordance with applicable codes, statutes, laws, rules, ordinances, orders, regulations and restrictive covenants (collectively, "Laws"). Grantee shall obtain all necessary permits and governmental approvals for the construction and operation of the Intended Improvements and shall commence construction of the Intended Improvements and use good faith efforts to open to the public the facility to be constructed at the Property for the Permitted Use not later than December 31, 2008. As used herein,

the phrase "Commence Construction" shall mean the substantial and diligent efforts in furtherance of completion of the Intended Improvements. The date Grantee Commences Construction is sometimes referred to herein as the "Commencement Date". The date Grantee first opens the facility to be constructed at the Property to the public is sometimes referred to herein as the "Completion Date".

(b) If (a) the Commencement Date has not occurred by June 30, 2009 or (b) the Completion Date has not occurred by December 31, 2009, then in either such event Grantor, at its sole option, shall have the right (but not the obligation) to repurchase the Property in the manner hereinafter provided for the "Repurchase Price", which shall be defined as the purchase price paid by Grantee at Grantor's conveyance of the Property to Grantee minus the total closing costs paid by Grantor at Grantor's conveyance of the Property to Grantee. The Repurchase Price shall be increased by the amount of any sums then due from Grantor (or any related person or entity) to Grantee (or any related person or entity) as of the date of reconveyance of the Property from Grantee to Grantor.

Grantor's repurchase rights under this Paragraph 2(b) may be exercised by Grantor by giving sixty (60) days prior written notice to Grantee in the manner specified below. In the event that Grantor exercises its right to repurchase the Property as provided above, then Property taxes and assessments on the Property shall be prorated as of the date that Grantee reconveys the Property to Grantor and, upon receipt of the Repurchase Price from Grantor (which shall be paid to Grantee no later than sixty (60) days after Grantor's notice of exercise of the right is given), Grantee shall convey to Grantor, by special warranty deed, good and marketable title to the Property and all improvements thereon and appurtenances thereto, free and clear of liens or encumbrances other than the Permitted Exceptions set forth in this Deed conveying the Property from Grantor to Grantee (excluding monetary liens) and other commercially reasonable encumbrances appearing of record as of the date of such notice of Grantor's repurchase hereunder. Grantee shall be responsible for all fees for recording the deed reconveying the Property to Grantor, including, without limitation, all transfer taxes and any documentary or other fees payable in connection with the recording of such deed and any similar charges imposed in connection with the reconveyance of the Property to Grantor pursuant to the right granted hereunder. Taxes and other costs of Closing shall be prorated or paid in the manner customary in Omaha, Nebraska. Grantor's repurchase rights set forth in this Paragraph 2(b) shall be specifically enforceable against Grantee, its successors and assigns.

(c) If either of the following shall occur: (A) during the ten (10) year period following the Completion Date Grantee, or any subsequent owner or occupant of the Property, uses the Property for any use other than the Permitted Use (a "Use Change Trigger"); or (B) during the ten (10) year period following the Completion Date, the improvements and facilities constructed on the Property are ever abandoned or closed for a period or periods of time in any twelve month period which in the aggregate equal or exceed seven hundred twenty (720) days (an "Abandonment Trigger"), then in any such event Grantor, at its sole option, shall have the right (but not the obligation) to repurchase the Property in the manner hereinafter provided for the "Fair Market Value Price" of the Property (including improvements thereon) as determined below.

For purposes of this Paragraph 2(c), the improvements and facilities constructed on the Property shall be deemed to be "abandoned" or "closed" in the event Grantee, its successors or assigns, shall cease to conduct the full operation of its business within said improvements, excluding any period during which all building improvements located on the Property are being remodeled or demolished and rebuilt [provided that (i) Grantee has been open and operating for a period of one (1) year, (ii) Grantee notifies Grantor of its intent to remodel or demolish and reconstruct said improvements at least thirty (30) days prior to the date Grantor temporarily closes its business for such remodeling or demolition and reconstruction and (iii) Grantee shall complete said remodeling or

construction of the replacement improvements and re-open for business at the Property within six (6) months after Grantee initially closes its business for the aforesaid remodeling or within twelve (12) months after Grantee initially closes its business for the aforesaid demolition and reconstruction, as applicable] or rebuilt or repaired following casualty or condemnation so long as Grantee diligently pursue completion of such work.

Grantor shall determine the Fair Market Purchase Price by using its good faith judgment. Grantee shall have fifteen (15) days ("Grantee's Review Period") after receipt of Grantor's notice of the Fair Market Purchase Price within which to accept such price or to reasonably object thereto in writing. In the event Grantee objects, Grantor and Grantee shall attempt to agree upon such Fair Market Purchase Price using good faith efforts. If Grantor and Grantee fail to reach agreement within fifteen (15) days following Grantee's Review Period ("Outside Agreement Date"), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Purchase Price and such determination shall be submitted to arbitration in accordance with Subsections (a) through (e) below. Failure of Grantee to so elect in writing within Grantee's Review Period shall conclusively be deemed its disapproval of the Fair Market Purchase Price determined by Grantor. In the event Grantor and Grantee fail to reach agreement on the Fair Market Purchase Price within ten (10) days following Outside Agreement Date, then the closing of the reconveyance shall be extended until the date that is fifteen (15) days after the appointed arbitrator determines the Fair Market Purchase Price.

(i) Grantor and Grantee shall meet with each other within five (5) business days of the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Grantor and Grantee do not mutually agree upon the Fair Market Purchase Price within five (5) business days of the exchange and opening of envelopes, then, within ten (10) business days of the exchange and opening of envelopes, Grantor and Grantee shall agree upon and jointly appoint a single arbitrator who shall by profession be a real estate lawyer or broker who shall have been active over the five (5) year period ending on the date of such appointment in the sale of commercial properties in the vicinity of the Property. Neither Grantor nor Grantee shall consult with such broker or lawyer as to his or her opinion as to Fair Market Purchase Price prior to the appointment. The determination of the arbitrator shall be limited solely to the issue of whether Grantor's or Grantee's submitted Fair Market Purchase Price for the Property is the closest to the actual Fair Market Purchase Price for the Property as determined by the arbitrator, taking into account the requirements of this Paragraph. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines is necessary. In addition, Grantor or Grantee may submit to the arbitrator, with a copy to the other party, within five (5) business days after the appointment of the arbitrator any market data and additional information that such party deems relevant to the determination of the Fair Market Purchase Price ("FMPP Data") and the other party may submit a reply in writing within five (5) business days after receipt of such FMPP Data.

(ii) The arbitrator shall, within thirty (30) days of his or her appointment, reach a decision as to whether the parties shall use Grantor's or Grantee's submitted Fair Market Purchase Price, and shall notify Grantor and Grantee of such determination.

(iii) The decision of the arbitrator shall be binding upon Grantor and Grantee.

(iv) The cost of arbitration shall be paid by Grantor and Grantee equally.

The Fair Market Value Price shall be increased by the amount of any sums then due from Grantor (or any related person or entity) to Grantee (or any related person or entity) as of the date of reconveyance of the Property from Grantee to Grantor.

Grantor's repurchase rights under this Paragraph 2(c) may be exercised by Grantor following a Use Change Trigger or an Abandonment Trigger, as the case may be, by giving prior written notice to Grantee in the manner specified below (which notice must be given by Grantor to Grantee within forty-five (45) days of the date Grantor obtains actual knowledge of the existence of such Use Change Trigger or Abandonment Trigger, as the case may be, or else said repurchase right shall be deemed waived, but only as to the relevant use change or abandonment event at hand), provided such notice of Grantor's repurchase ("Grantor's Notice") shall be null and void if, within ninety (90) days following Grantor's Notice, Grantee reopens and recommences in good faith the full operation of the improvements and facilities constructed on the Property for the Permitted Use following such Use Change Trigger or Abandonment Trigger. In the event that Grantor exercises its right to repurchase the Property as provided above, Grantor and Grantee shall proceed to close such repurchase within one-hundred twenty (120) days of the date Grantor gives Grantee Grantor's Notice, and, in the event of a repurchase by Grantor, real estate taxes and assessments on the Property shall be prorated as of the date that Grantee reconveys the Property to Grantor and, upon receipt of the Repurchase Price, as the case may be, from Grantor, Grantee shall convey to Grantor, by special warranty deed, good and marketable title to the Property and all improvements thereon and appurtenances thereto, free and clear of liens or encumbrances other than the Permitted Exceptions set forth in this Deed conveying the Property from Grantor to Grantee (excluding monetary liens) and other commercially reasonable encumbrances appearing of record as of the date of such Grantor's Notice hereunder. Grantee shall be responsible for all fees for recording the deed reconveying the Property to Grantor, including, without limitation, all transfer taxes and any documentary or other fees payable in connection with the recording of such deed and any similar charges imposed in connection with the reconveyance of the Property to Grantor pursuant to the option granted hereunder. Taxes and other costs of Closing shall be prorated or paid in the manner customary in Omaha, Nebraska.

Grantor's repurchase rights set forth in this Paragraph 2(c) shall be specifically enforceable against Grantee. The failure of Grantor to exercise the option to repurchase the Property granted under this Paragraph 2 shall not extinguish or be deemed to constitute a waiver of the option rights granted to Grantor under this Paragraph 2, which shall be continuing and enforceable with respect to any subsequent occurrence or re-occurrence of the event(s) set forth in this Paragraph 2(c) above, but only to the extent applicable.

3. **Environmental Compliance.**

(a) Grantee covenants and agrees that the Property will be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits, regulations and other legal requirements of all governmental authorities applicable to the Property, pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials ("Hazardous Materials") including, but not limited to the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended (all hereafter collectively called "Laws"): (i) when Hazardous Materials is installed; (ii) while Hazardous Materials remains on the Property or the Development; or (iii) when Hazardous Materials is disturbed or removed.

(b) Grantee shall hold Grantor free, harmless and indemnified from any penalty, fine, claim, demand, liability, cost or charge whatsoever which Grantor shall incur, or which Grantor

would otherwise incur, by reason of Grantee's failure to comply herewith, including but not limited to: (a) the cost of bringing the Property and/or the Development into compliance with all Laws; (b) the reasonable cost of all appropriate tests and examinations of the Property and/or the Development to confirm that the Property and/or the Development have been brought into compliance with all Laws; and (c) the reasonable fees and expenses of Grantor's attorneys, engineers, and consultants incurred by Grantor in enforcing and confirming compliance hereunder.

4. **Notices.** All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed properly given and received (i) if delivered in person, then when actually delivered and received, or (ii) if sent by registered or certified mail, postage prepaid, then three (3) business days after being mailed, or (iii) if sent by overnight courier service, receipt requested, then the next business day after being sent. The addresses of the parties for the purpose of sending such notices and communications shall be as follows:

To Grantor:

KDI OMAHA, L.P.
c/o Kimco Realty Corporation
3333 New Hyde Park Road, Suite 100
New Hyde Park, NY 11042-0020
Attn: Legal Department

To Grantee:

HFH OMAHA GC, LLC
1485 West Hillfield Road, Suite 202
Layton, Utah 84041

Each party shall have the right to designate other or additional addresses for the delivery of notices by giving notice thereof in the manner set forth above.

5. **Remedies; Enforcement.** In the event any provision of these Restrictions is violated by Grantee, Grantor shall have the right to every remedy, either public or private, available in law or equity against Grantee and its successors and assigns. In any legal or equitable proceedings for the enforcement of these Restrictions or to restrain a breach thereof, the party or parties against whom the judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. The terms and provisions of these Restrictions shall be specifically enforceable against Grantee and Grantee's successors and assigns as the owner of the Property from time to time. All remedies provided under these Restrictions including, without limitation, those at law or in equity, shall be cumulative and not exclusive. The failure of a party having a right to enforce these Restrictions to so do shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provision of these Restrictions. No party having the right to enforce these Restrictions shall be liable for failure to enforce these Restrictions.

6. **Covenants to Run with Legal Title.** All of the reservations, together with the covenants and agreements of Grantee, as set forth in these Restrictions shall be covenants running

with the land and binding upon the Property and Grantee and Grantee's heirs, representatives, successors and assigns. The rights and benefits of these Restrictions shall run with the land, inuring to the benefit of Grantor, its heirs, successors and assigns.

7. **Common Area Maintenance.** Grantee shall pay to the applicable party the amounts required for common area maintenance contribution as stated in that Operation and Easement Agreement, as amended, which was recorded on June 15, 2005, Document Number 2005069011 in the Register of Deeds for Douglas County, as amended by that certain First Amendment to Operation and Easement Agreement which was recorded on April 20, 2006, Document Number 2006044047 in the Register of Deeds for Douglas County.

8. **Exclusive.** Grantor agrees that so long as Grantee is actively operating on the Property for the Permitted Use and is not otherwise in default of these Restrictions Grantor shall not lease space or sell other property within the Development for use as an American cafeteria or grill buffet restaurant (the "Grantee's Exclusive"). Examples of such American cafeterias or grill buffet restaurants include, but are not limited to, Old Country Buffet, Fire Mountain Grill, Home Town Buffet and Luby's Cafeteria. Grantee's Exclusive shall not apply to any existing tenant or other occupant in the Development. Grantee's Exclusive shall not prohibit bakery-type restaurants (such as Panera Bread or Paradise Bakery, Chinese or pizza buffet restaurants, or any restaurant use by an occupant of the Buildings W, X, Y or Z of the Development (as shown on the site plan attached hereto at Schedule 1) that occupies less than five thousand (5,000) square feet. Grantee's Exclusive shall also immediately become null and void if Grantee ever experiences an Abandonment Trigger or Use Change Trigger.

9. **Stormwater Reporting.** Grantee acknowledges that construction activities that disturb over one acre of land are required to obtain National Pollutant Discharge Elimination System (NPDES) permits for storm water discharges [Nebraska Title 119, Chapter 2, Section 001] and that the Project is currently covered under the General NPDES permit for Storm Water Discharges from Construction Sites to Waters of the State of Nebraska (NPDES Permit Number NER100000), hereinafter referred to as the "General Permit". Grantee also acknowledges that construction activities also include the disturbance of less than one acre of total land area that is part of a larger common plan of development (i.e., a larger development that disturbs over an acre of land) [Nebraska Title 119, Chapter 1, Section 118.01]. Accordingly, Grantee agrees that any construction work at the Parcel shall follow the Sorensen Park Plaza construction site General Permit requirements including: (i) following the Sorensen Park Plaza SWPPP, or preparation of a SWPPP that meets the requirements of Section D of the General Permit, where applicable, (ii) correcting storm water-related deficiencies identified during inspections conducted by Sorensen Park Plaza construction site representatives or City of Omaha Public Works representatives, and (iii) utilizing the party designated by the developer for management of the Sorensen Park Plaza SWPPP for the management of stormwater activities on the property (which designated party is currently Terracon Consulting).

10. **Savings Clause.** Except as expressly set forth above, the foregoing Restrictions shall continue in full force and effect for a period of ninety-nine (99) years from the date hereof; provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons

consisting of all of the lawful descendants of the current U.S. President George W. Bush, living as of the date of these Restrictions.

Schedule 1 to Deed Restrictions

