

DECLARATION

This Declaration made this 21st day of October, 1986 by the County Commissioners for and on behalf of Douglas County, Nebraska;

WHEREAS, Declarant is seized of certain real estate situated in the County of Douglas and State of Nebraska, to-wit:

A tract of land lying in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 2; thence South 0°17'00" East along the West line of said Northeast Quarter a distance of 1155 feet; thence South 90°00'00" East a distance of 608.83 feet to the point of beginning; thence South 0°10'00" East a distance of 199.92 feet; thence North 89°59'00" East a distance of 400.0 feet to the West right of way of 76th Street; thence North 0°10'00" West along right of way a distance of 199.88 feet; thence North 90°00'00" West a distance of 400.0 feet to the point of beginning. Containing 79,960 sq. ft., hereinafter referred to as Parcel "A"; and

WHEREAS, Declarant is also seized of certain real estate situated in the County of Douglas and State of Nebraska, to-wit:

A tract of land lying in the Northeast Quarter of Section 2, Township 14, North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Commencing at the Northwest Corner of the Northeast Quarter of said Section 2; thence South 00°17'00" East along the West line of said Northeast Quarter a distance of 1155.0' to the point of beginning; thence continuing South 00°17'00" East a distance of 200.29'; thence North 89°59'00" East a distance of 608.42'; thence North 0°10'00" East a distance of 199.92 feet; thence North 90°00'00" West a distance of 608.83 feet to the point of beginning. Containing 121,787.9 sq. ft., hereinafter referred to as Parcel "B",

which real estate is appurtenant to Parcel "A"; and

WHEREAS, the above described parcels are subject to a Perpetual Easement dated the 3rd day of September, 1981 and recorded in the office of the Register of Deeds of Douglas County, Nebraska on the 3rd day of November, 1982 in Book 659 at Page 285 of the Miscellaneous Records of said county, which easement grants unto the owners of Parcel "B" rights of ingress and egress along the following described real estate, to-wit:

A 30-foot access easement lying in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 2; thence South 00°17'00" East along the West line of said Northeast Quarter a distance of 1155 feet; thence South 90°00'00" East a distance of 608.83 feet; thence South 00°10'00" East a distance of 169.92 feet to the point of beginning; thence North 89°59'00" East a distance of 400.0 feet to the West right of way of 76th Street; thence South 00°10'00" East along said right of way a distance of 30.0 feet; thence

23406 MISC B

RECEIVED  
1986 DEC 15 AM 10:09  
GEORGE A. BULLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

798 N 7-14-12 KP C/O FEE 15.50  
17-19 N DEL MC  
JFM COMP F/B 01-6000

South 89°59'00" West a distance of 400.0 feet; thence North 00°10'00" West a distance of 30.0 feet to the point of beginning; and

WHEREAS, Declarant has acquired title to said Parcels "A" and "B" as a result of Industrial Development Authority Bond financing and is now the lessor of said parcels; and

WHEREAS, Declarant desires to create, for the benefit of itself, its successors, heirs and assigns including but not limited to present and future lessees, provisions for maintenance of said 30 foot access easement and apportionment of the costs thereof;

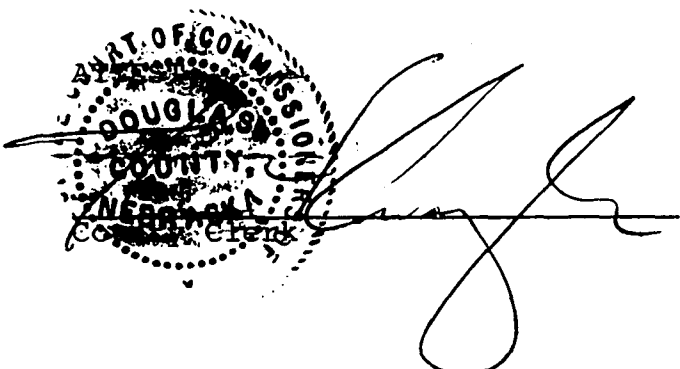
NOW, THEREFORE, Declarant declares that the owner of Parcel "A" shall bear forty percent (40%) of the cost of maintaining said 30 foot access easement and that the owner of Parcel "B" shall bear sixty percent (60%) of the cost of maintaining said 30 foot access easement. Said area shall be maintained in a reasonably good condition and shall include reconstruction when reasonably necessary. Notwithstanding the above provisions, any owner causing damage to said access easement through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for such damage resulting from any such negligence. Either the owner of Parcel "A" or of Parcel "B", their successors, heirs or assigns shall have the right to do such work on said access easement and to make such repairs thereon as are reasonably necessary to maintain said driveway in a reasonably good condition, and upon the completion of said repairs, the parties making such repairs shall be entitled to recover from the other parties their respective portion of the costs as assigned herein.

This Declaration shall be deemed to be a covenant running with the title to the lands and shall be binding upon Declarant's successors, heirs and assigns, perpetually; provided, however, that this Declaration may be released at any time by appropriate agreement for that purpose entered into between all of the owners of said Parcels, duly executed and acknowledged and filed for record in the office of the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF this Declaration has been executed the date first above written.

BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, NEBRASKA,

By: *[Signature]*  
Chairman



The undersigned, being the lessees of Parcel "A" or Parcel "B" do hereby consent to the terms and conditions of the above and foregoing Declaration.

T.B.I. Partnership, a Nebraska Partnership, Lessee



By: A Terry Moss  
A. Terry Moss, Partner

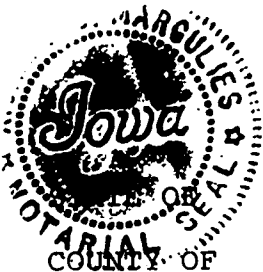
Ira E White  
Ira E White, Partner

SOUTH 76TH STREET PARTNERSHIP, a Nebraska Partnership, Lessee

By: James A Taphorn  
James A. Taphorn, Partner

STATE OF IA )  
COUNTY OF PECK ) : ss.

On this 21<sup>st</sup> day of October, 1986, before me a Notary Public, personally appeared A. Terry Moss, a partner of T.B.I. Partnership, a Nebraska Partnership, known to me to be the identical person whose signature appears above, and he signed the foregoing instrument and acknowledged same to be his voluntary act and deed and the voluntary act and deed of said partnership.



Richard Margulies  
Notary Public

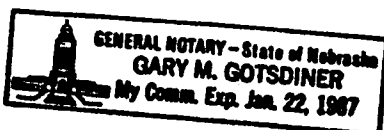
STATE OF IA )  
COUNTY OF PECK ) : ss.

On this 21<sup>st</sup> day of October, 1986, before me a Notary Public, personally appeared Ira E White, a partner of T.B.I. Partnership, a Nebraska Partnership, known to me to be the identical person whose signature appears above, and he signed the foregoing instrument and acknowledged same to be his voluntary act and deed and the voluntary act and deed of said partnership.

Richard Margulies  
Notary Public

STATE OF Nebraska )  
COUNTY OF Dawes ) : ss.

On this 5 day of December, 1986, before me a Notary Public, personally appeared James A. Taphorn, a partner of South 76th Street Partnership, a Nebraska Partnership, known to me to be the identical person whose signature appears above, and he signed the foregoing instrument and acknowledged same to be his voluntary act and deed and the voluntary act and deed of said partnership.



Gary M Gotsdiner  
Notary Public