

Returns:

AFTER RECORDING, RETURN TO:
PepsiCo Real Estate
c/o Taco Bell Corp.
17901 Von Karman Avenue
Irvine, CA 92614
Attention: Law Dept. - Real Estate
Site #01-1827, La Vista, NE

97-000263
REGISTERED NUMBER

97 JAN -3 PM 4: 31

REGISTER OF DEEDS

97-000263
counter
copy
of
to \$ 25.50
Cash
FNMCC

(Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, under that certain Ground Lease Agreement dated 3/24/96 ("Lease"), Wiltham Place Limited Partnership, a Nebraska limited partnership ("Landlord"), agreed to lease to Taco Bell Corp., a California corporation ("Tenant"), a parcel of real property described on Exhibit "A" (the "Premises"); and

WHEREAS, the said Lease states that Landlord shall restrict the real property comprising the Brentwood Village Shopping Center (Shopping Center), all of which is described on Exhibit "B";

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby covenants and agrees as follows:

1. As long as the Tenant is not in default, Landlord shall not allow the use of any real property leased or owned by Landlord in the Center (a) for the sale of prepared Mexican food or (b) which unreasonably interferes with access to the Premises or visibility from streets adjacent to the Premises, including Tenant's building and signs. The foregoing shall not apply to family-style, full service restaurants which do not offer fast food over the counter, except for incidental sales, or by means of a drive-through service.
2. The Shopping Center shall not be used in any manner which interferes with reasonable access to the Premises or the visibility from streets adjacent to the Premises of Tenant's improvements on the Premises, including Tenant's building and signs.
3. The restrictions are for the benefit of Buyer and run with the Property and the Shopping Center, and are for the benefit of and binding upon all successive owners of the Property and the Restricted Property.
4. This instrument shall be recorded in each county or parish in which the Premises and the Shopping Center are located and shall expire automatically upon the expiration of the Lease or if Tenant is in default. Exhibit "A" is incorporated herein by this reference.
5. Failure to comply with any of the foregoing restrictions shall be grounds for relief which may include, without limitation, an action to recover damages, injunctive relief or any combination thereof.

IN WITNESS WHEREOF, the undersigned has executed this DECLARATION OF RESTRICTIVE COVENANT this 22 day of August, 1996.

LANDLORD:

Wiltham Place Limited Partnership,
a NE limited partnership
By: Willard Construction Co., Inc.
General Partner

By: Willard L. Friedman
Pres.

Date: 8/22/96

Witness: [Signature]

PLEASE ATTACH ALL EXHIBITS
ALL SIGNATURES MUST BE NOTARIZED

FNMCC

000263

T-9601776

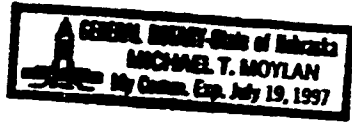
State of NEBRASKA

County of DOUGLAS

The foregoing instrument was acknowledged before me on August 22, 1996

by Willard I. Friedman, President, Willard Construction Co., Inc.

[Signature]
Michael T. Moylan



State of

County of

The foregoing instrument was acknowledged before me on

by

State of

County of

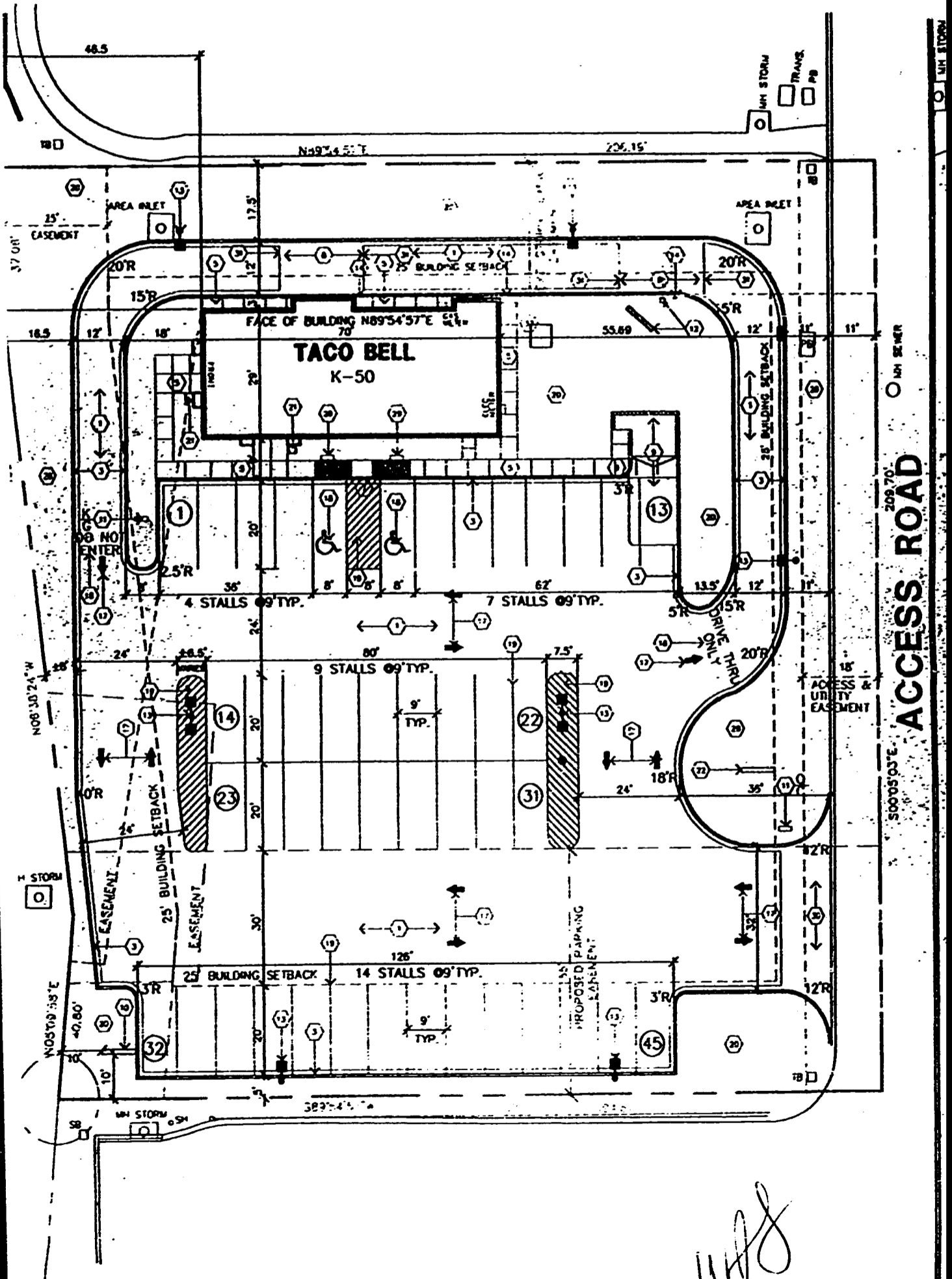
The foregoing instrument was acknowledged before me on

by

[Signature]

EXHIBIT "A"

LOT 3, WILTHAM PLACE REPLAT 1., Sarpy County, Nebraska



WJG

37400103C

CEMETERY

EXHIBIT "B"

CORNER BELY 194 ELEV. 444.49 I.P. = 150.35

GILES ROAD

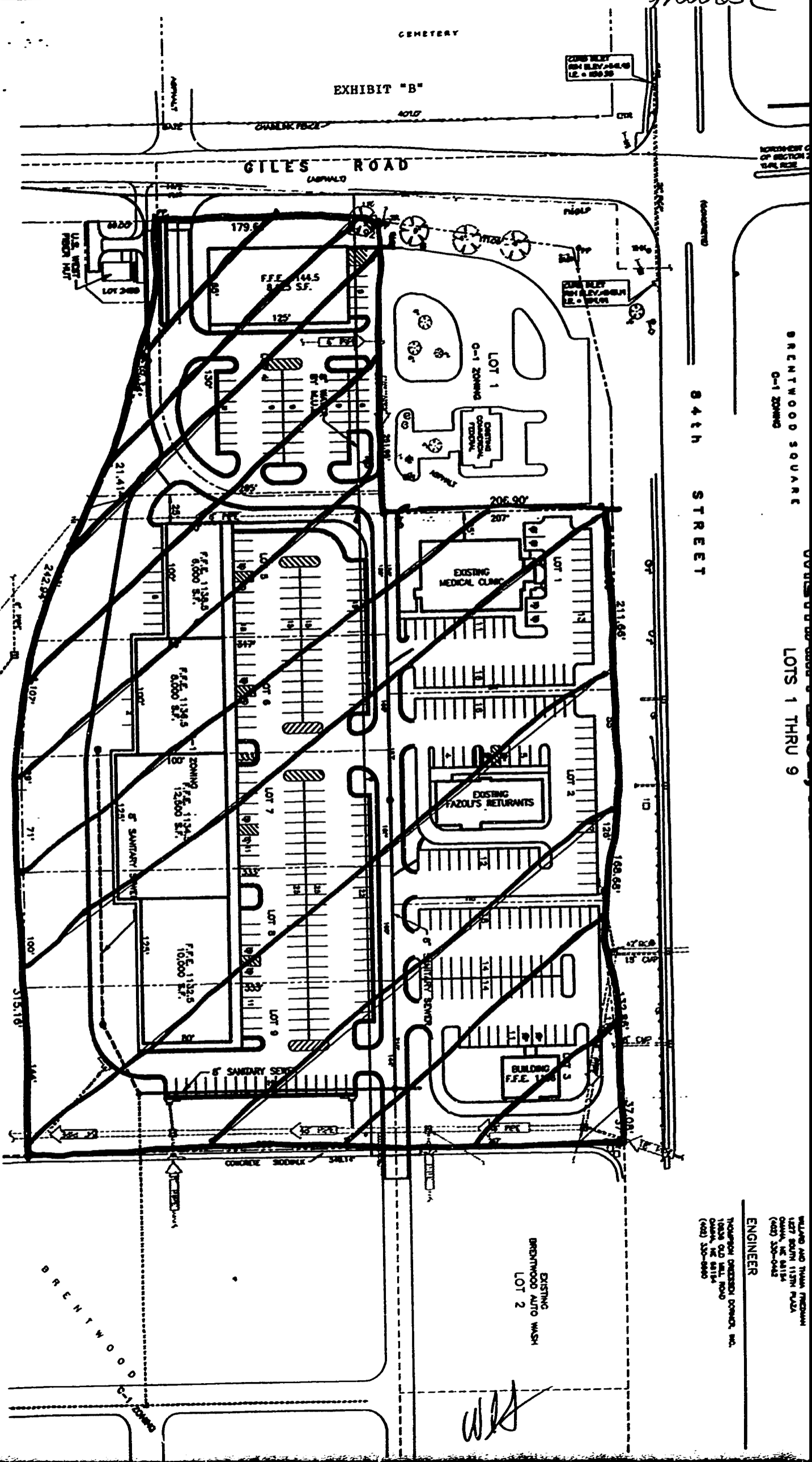
NORTHERN CORNER OF SECTION 2 1/4" SCALE

UNCONVERTED

BRENTWOOD SQUARE
O-1 ZONING

84th STREET

LOTS 1 THRU 9



WILLIAM AND THOMA FREEMAN
1327 SOUTH 117TH AVENUE
OMAHA, NE 68114
(402) 336-0442
(402) 336-8440

ENGINEER

THOMPSON DESIGN GROUP, INC.
10626 OLD HALL ROAD
OMAHA, NE 68114
(402) 336-8440

EXISTING
BRENTWOOD AUTO WASH
LOT 2

WJF

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 3, WILTHAM PLACE REPLAT 1, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1; THENCE N05°09'58"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 3, WILTHAM PLACE REPLAT 1, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 84TH STREET, A DISTANCE OF 40.80 FEET; THENCE N08°38'24"W ALONG SAID WEST LINE OF LOT 3, WILTHAM PLACE REPLAT 1, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, A DISTANCE OF 132.86 FEET; THENCE N00°00'57"E ALONG SAID WEST LINE OF LOT 3, WILTHAM PLACE REPLAT 1, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, A DISTANCE OF 37.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1; THENCE N89°54'57"E ALONG THE NORTH LINE OF SAID LOT 3, WILTHAM PLACE REPLAT 1, A DISTANCE OF 206.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1; THENCE S00°05'03"E ALONG THE EAST LINE OF SAID LOT 3, WILTHAM PLACE REPLAT 1, A DISTANCE OF 209.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1; THENCE S89°54'57"W ALONG THE SOUTH LINE OF SAID LOT 3, WILTHAM PLACE REPLAT 1, A DISTANCE OF 194.82 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 41,709 SQUARE FEET OR 0.958 ACRES, MORE OR LESS.