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REGISTER OF DEEDS



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### EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

This Easements, Covenants and Restrictions Agreement (the "Agreement") is made and entered into as of this 14<sup>th</sup> day of October, 2003, by and between ROYCE LEGACY, LLC, a Nebraska limited liability company ("Royce"), and HAND CUT STEAKS OF OMAHA, INC., a Nebraska corporation ("HCSO").

#### Preliminary Statement

Royce is the owner of certain real estate legally described as Lots 100 and Lot 101, Legacy, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and all improvements situated thereon as depicted on Exhibit "A" attached hereto (collectively, the "Legacy Parcel"). Royce intends to subdivide and develop that part of Lot 100 depicted as Lot 1 on Exhibit "B" attached hereto ("Lot 1") as a retail center and has contracted to sell Lot 101 ("Lot 101") to HCSO, upon which HCSO will construct and operate a full-service steakhouse restaurant. Lot 2 as depicted on Exhibit "B" ("Lot 2") will be used for an undetermined commercial purpose.

The parties desire to subject Lot 1, Lot 2 and Lot 101 (the "Restricted Lots") to certain covenants, easements and restrictions as set forth herein for their mutual benefit in the development of their respective Lots.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, the covenants and agreements hereinafter set forth, and in furtherance of the parties' mutual agreements and understandings, it is agreed as follows:

#### ARTICLE I Definitions

1.1 Building. The term "Building" shall mean any enclosed structure placed, constructed or located on the Restricted Lots, which for purposes of this Agreement shall include any canopies, supports, loading docks, ramps or outward extensions or protrusions of physical structures.

1.2 Building Area. The term "Building Area" shall mean the areas of the Restricted Lots on which Buildings may be constructed, placed or located, as depicted on the Site Plan.

1.3 Common Area. The term "Common Area" shall mean all of the Restricted Lots exclusive of the Building Areas as designated on the Site Plan.

1.4 Owner. The term "Owner" shall mean the legal owner of fee title to a Restricted Lot, as reflected by the records of the Douglas County Register of Deeds. If a Restricted Lot is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Restricted Lot shall designate one of their number to represent all owners of the Restricted Lot in question and such designated Person shall be deemed the Owner for such Restricted Lot.

1.5 Permittee. The term "Permittee" shall mean all Owners, their tenants or licensees of a Restricted Lot, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees.

1.6 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

1.7 Site Plan. The term "Site Plan" shall mean the site plan attached hereto as Exhibit "B" and incorporated herein by this reference.

*Wick*  
*10/3*  
51<sup>50</sup> 11-72268  
FEE \_\_\_\_\_ FB \_\_\_\_\_  
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**ARTICLE II**  
**Buildings and Construction**

2.1 Building areas.

(a) Each Owner agrees that all construction activities performed by it within the Restricted Lots shall be performed in compliance with the Site Plan and all applicable laws, rules, regulations, orders, and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, and workmanlike manner. The Buildings constructed on the Restricted Lots shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that Building wall footings shall not encroach from one Lot to another.

(b) No Building shall be constructed on the Restricted Lots except within the Building Areas, without the prior consent of all of the Owners of the Restricted Lots.

(c) Each Owner agrees that its construction activities shall not:

(i) unreasonably interfere with the use, occupancy or enjoyment by any other Owner or its Permittees of their Lot;

(ii) unreasonably interfere with construction work being performed on any other part of a Restricted Lot; and

(iii) after completion of the initial construction of the primary Buildings on a Restricted Lot, and except in cases of emergency or the prior consent of all Owners, all major exterior construction shall be undertaken only after giving all other Owners at least ten (10) days prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work and area within which the work is to be performed.

(d) In connection with any construction, reconstruction, repair or maintenance on its Restricted Lot, each Owner reserves the right to create a temporary staging and/or storage area in the Common Area or in the Building Area on its Restricted Lot at such location as will not unreasonably interfere with access between such Owner's Restricted Lot and the other Restricted Lot. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Restricted Lot. In the event a dispute exists between the contractors, laborers, suppliers and/or others connected with the construction activities, each Owner shall have the reasonable right to prohibit the contractors, laborers, suppliers and/or others working for another Owner from using the Common Area on its Restricted Lot.

2.2 Common Area. The Owners have agreed that the Common Area of the Shopping Center shall be initially constructed as shown on the Site Plan; provided, however, no fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular traffic shall be erected or permitted within or across the Common Area, exclusive of the limited curbing and other forms of traffic control depicted on the Site Plan, or permitted staging and/or storage areas. Contemporaneously with the construction of a Building upon its Restricted Lot, the constructing Owner shall cause the Common Area on its Restricted Lot to be completed in a good and workmanlike manner in accordance with good engineering standards. All parking area improvements shall be installed to the same specifications as constructed on Lot 1. All landscaped Common Areas shall have a sprinkler system.

2.3 Due Diligence in Construction. The Owners agree that once construction has been commenced, Buildings shall be completed in a reasonably diligent and workmanlike manner. No Buildings or other structures however classified, either temporary or permanent, shall be located on a Restricted Lot, except in the Building Areas.

2.4 Plan Approval. Prior to commencement of construction of a Building on Lot 2 or Lot 101, the Owner of Lot 2 and Lot 101 shall secure the written approval of the plans and specifications for such building from the Owner of Lot 1.

**ARTICLE III**  
**Easements and Use Restrictions**

3.1 Ingress, egress and parking. Each Owner hereby grants and conveys to each other Owner for its use and for the use of its Permittees, in common with others entitled to use the same, a nonexclusive perpetual easement for the passage and parking of vehicles over and across the parking and driveway Common Area of the grantor's Restricted Lot, as the same may be from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk Common Area of each grantor's Restricted Lot, as same may from time to time be constructed and maintained for such

other use. Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this Agreement:

- (a) Each Owner further reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of the Owner's counsel, to prevent the acquisition of prescriptive rights by any one; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other party so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;
- (b) Each Owner reserves the right at any time from time to time to reasonably exclude and restrain any person who is not a Permittee from using the Common Area on its Restricted Lot;
- (c) Each Owner shall use reasonable efforts to ensure that Permittees shall not park on the Common Areas except while transacting business on the Restricted Lots;
- (d) Each Owner shall cause its Permittees to require employees and contractors to park within the Common Area associated with and most removed in terms of distance from the Building occupied by such Permittee; and
- (e) Each Owner reserves the right to grant tenants specific rights to exclusive parking in front of their respective premise, but in no event for stalls that abut the common lot line between Lot 1 and Lot 2.
- (f) No Owner shall have the right to grant parking rights, licenses or easements to other properties in Commercial Federal Business Park.

3.2 Utilities. The Owners of the Restricted Lots shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Restricted Lots. The Owners of the Restricted Lots shall use their best efforts to cause the installation of such utility and service lines prior to the paving of the Common Areas. No such storm drains, utilities or services of an Owner required on its Restricted Lot shall be installed within the Building Areas on the other Owner's Restricted Lot.

3.3 Surface Water. Each Owner hereby grants and conveys to the Owner owning an adjacent Restricted Lot the perpetual right and easement to discharge surface storm drainage and/or runoff from the grantee's Restricted Lot over, upon and across the Common Area of the grantor's Restricted Lot, provided, however, no party shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Restricted Lot if such alteration would materially increase the flow of surface water onto the adjacent Restricted Lot either in the aggregate or by directing the flow of surface water to a limited area.

3.4 Signage Easement. Royce hereby reserves a permanent and exclusive perpetual right and easement to place a shopping center identification center sign and landscaping features on and across that part of Lot 101 as described and depicted on Exhibit "C" attached hereto (the "Signage Easement Area"). The easement rights reserved herein shall include the right to travel on and across Lot 101 as necessary and appropriate to permit the construction, maintenance, repair and replacement of signage and landscaping features installed by the Owner of Lot 1 within the Signage Easement Area. In the event that signage installed in the Signage Easement Area is of a type that allows individual identification of businesses operated from the Restricted Lots, the Owner of Lot 1 shall permit the Owner of Lot 101 signage space equivalent to approximately twenty percent (20%) of that portion of the signage devoted to advertising businesses operating on the Restricted Lots. The Owner of Lot 1 will be responsible for the costs of construction, maintenance, repair and replacement of signage constructed by the Owner of Lot 1 within the Signage Easement Area, provided, each Owner and respective Permittee shall be responsible for the cost and expense of design and application of the business identification signage placed upon the signs, and further provided that such signage shall be done in a manner consistent with a first class retail shopping center in Omaha, Nebraska.

3.5 Lot 1 and Lot 2 Use Restriction. For so long as following the initial opening there is operated on Lot 101 a Colton's or other steakhouse restaurant, neither of Lot 1 or Lot 2 shall be used for the operation of a steakhouse restaurant or food service establishment whose sales of steak (which for purposes hereof shall not include hamburger) exceed thirty percent (30%) of its total sales; provided, however, such restriction shall not operate to preclude a Ruth's Chris Steakhouse, Morton's Steakhouse, Ryan's Steakhouse or Ted's Montana Grill restaurant), it being understood that it shall not be deemed a failure to operate when such failure is caused by remodeling, labor disputes, force majeure (including reconstruction as a result of a fire or casualty) or conditions beyond the control of the operator of the business.

3.6 Lot 101 and 2 Use Restriction. For so long as following the initial opening there is operated on Lot 1 a food and alcoholic beverage facility featuring sports viewing as a primary part of its concept by including more than ten (10) televisions for viewing by its customers and includes billiard tables or other games of skill, neither of Lot 101 nor 2 shall be used for the operation of a "competing business." As used herein, a "competing business" shall mean: (i) what is commonly considered a sports bar facility and in which sports viewing is a primary part of its concept and has five (5) or more televisions; or (ii) any facility which allows the use of one or

more billiard tables by its customers or patrons. As an illustration of the foregoing, Tenant acknowledges that an Applebee's or a Colton's restaurant, as currently operated, appears not to constitute a competing business as currently operated, but that Tanners, Players, and Champs are examples of operations which, as currently operated, appear to constitute competing businesses.

#### **ARTICLE IV Maintenance and Repair**

4.1 Common Area. Following completion of the improvements on the Common Areas, the Owners shall maintain the Common Areas situated on their Restricted Lot in good condition and repair. The maintenance is to include, without limitation, the following:

- (a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or each substituted as shall in all respects be equal in quality, use, and durability;
- (b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines;
- (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and at all times in conformance with standards and applicable ordinances and agreements applicable to the Common Areas; and
- (e) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary to place such areas in an attractive and thriving condition.

The Owners shall pay the maintenance expense for the Common Areas associated with their Restricted Lot; provided, however, that by mutually agreement of the Owners, a third party may be appointed as an agent of the Owners to maintain the Common Area in the manner as above specified. In the event of an appointment of a third party to manage the Common Area, such third party may receive for such agency, a fee that is mutually acceptable to all Owners to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective Owners of the Common Areas on the agreed basis. At all times during which a third party is appointed to manage the Common Areas, the Owners agree that the expense for maintenance of the Common Area (including the third party's management fee) shall be billed sixty-eight percent (68%) to the Owner of Lot 1, twelve percent (12%) to the Owner of Lot 2, and twenty percent (20%) to the Owner of Lot 101 (referred to herein as the "pro-rata share").

4.2 Buildings and Building Areas. After completion of construction of a Building, each Owner covenants and agrees to maintain and keep the exterior portion of the Buildings located on its Restricted Lot in first class condition and state of repair, and in compliance with all governmental laws, rules, regulations, and ordinances applicable thereto. Each party further agrees to store all trash and garbage in adequate containers, to locate such containers at the rear of Buildings so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

4.3 Utility lines. Each Owner shall maintain and repair, or cause to be maintained and repaired in good and safe condition, all separate utility lines utilized by it regardless of where located. Any party performing or causing to be performed maintenance or repair work on utility lines agrees to promptly pay all costs and expenses associated therewith, to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work. All common utility lines, meaning utility lines serving both of the Restricted Lots shall be maintained, repaired and replaced, and the expenses shared in accordance with the practices associated with Common Area as set forth in Section 4.1.

4.4 Common Drive Maintenance. The Site Plan shows a common drive on Lots 1 and 2 that will provide ingress and egress from Wright Street to Lot 101 (the "Common Drive") and will be used by the Owners and the Permittees of Lots 1, 2, and 101 for ingress and egress to and from their respective Lots. The Owner of Lot 1 shall initially pave and thereafter shall maintain, repair and replace the Common Drive as necessary or appropriate. The Owners of Lots 1, 2, and 101 shall each pay a pro rata share, as described in Section 4.1, of the cost and expense for the maintenance, repair, and replacement of the Common Drive and any amenities and facilities specifically constructed for such Common Drive, e.g., street lighting and directional markings and signs.

**ARTICLE V**  
**Annual Assessment**

5.1 Assessment Matters. The Owner of Lot 1 shall fix, levy and charge the Owner of Lots 1, 2, and 101, as shown on the Site Plan, with an annual assessment (herein the "Assessment") which shall represent each such Lot Owner's representative share of the Owner of Lot 1's expenses pertaining to the Owner of Lot 1's Common Drive obligations under Section 4.4 and including expenses for the fixing, levying, collecting and enforcement of all Assessments. The Owner of Lot 1 shall be responsible for providing the Owners a report that details the calculation of the assessment, and will make available to the Owners of Lots 1 and 101 such information as will permit each Owner to reasonably determine the accuracy of the costs and expenses reported in the assessment.

5.2 Lien of Assessment. All Assessments, together with interest thereon, costs and reasonable attorney fees shall be the personal obligation of the Owner of each Lot at the time when the Assessment first becomes due and payable. The Assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien upon the Lot in respect of which the Assessments are charged.

5.3 Assessment Allocation. All assessments shall be determined and assessed against Lots 1, 2, and 101 according to their pro-rata share as provided in Section 4.1 hereof, which proportion shall be multiplied times the total Common Drive expenses to be allocated among the Owners of Lots 1, 2, and 101.

5.4 Due Date. Any installment of Assessments which is not paid within thirty (30) days following delivery of notice of Assessment shall be delinquent. Delinquent Assessments shall bear interest from the date when due at the rate of sixteen percent (16%) per annum. The Owner of Lot 1 may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or pursue any other legal or equitable remedy. The Owner of Lot 1 shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorney fees incurred by the Owner of Lot 1 with respect to such action. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Owner of Lot 1 shall assign to any mortgagee who cures such a delinquency, all of its rights with respect to such lien and the right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Owner of Lot 1.

**ARTICLE VI**  
**Insurance**

6.1 General liability. Each Owner as to its own Restricted Lot shall maintain or cause to be maintained in full force and effect commercial general liability insurance, with a combined single limit of liability of not less than Three Million Dollars (\$3,000,000) for personal injury and to a limit of not less than Two Million Dollars (\$2,000,000) for property damage on or about Owner's Restricted Lot, and which policy shall name the other Owners as "additional insureds" under such policy as it applies to the insuring Owner's Restricted Lot. Each Owner shall provide the other party with certificates of insurance from time to time upon written request to evidence that such insurance is in force. All such policies of insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the other Owner. Insurance coverage requirements may be met by providing a blanket insurance policy or policies which provide insurance coverage for more than one location for the same insured Owner or tenant of Owner.

6.2 Property casualty. At all times, each of the Owners of the Restricted Lots shall keep the improvements situated on their respective Restricted Lot insured against loss of damage by fire and other perils and events as may be insured against under the broad form of uniform extended coverage clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the Buildings.

6.3 Waiver of subrogation. Each of the Owners for itself and their respective property insurers, hereby release the other Owners from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of the other resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the Owner being released or by any Permittee of the Owner being released, this release being to the extent such damage or loss is covered by the property insurance which the releasing Owner is obligated hereunder to carry, or, if the releasing Owner is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing Owner were carrying that insurance.

**ARTICLE VII**  
**Miscellaneous**

7.1 Enforcement. Only the Owners shall be entitled to institute proceedings for full and adequate relief from consequences of a breach or threatened breach of this Agreement.

7.2 Duration of Agreement. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties

hereto, and their respective heirs, representatives, lessees, successors and assigns. The term of this Agreement shall be effective as of the date first above written and shall continue in full force effect until 11:59 p.m. on December 31, 2099; provided, however, that the easements referred to in Article III hereof which are specified as being perpetual or as continuing beyond the term of this Agreement shall continue in full force and effect as provided therein unless terminated by the parties benefiting from the same. Notwithstanding the foregoing termination date, this Agreement shall continue for successive periods of ten (10) years each without further action by the Owners unless a notice of termination is signed by all of the Owners, and recorded with the Douglas County Register of Deeds. This Agreement may at any time be amended, modified or terminated in full or in part by unanimous written agreement of the Owners, which shall be effective as of the date of recording with the Douglas County Register of Deeds.

7.3 No partnership. None of the terms or provisions of this Agreement are intended to create a partnership between or among the Owners and their respective businesses or otherwise, nor shall this Agreement cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no party shall have the right to act as an agent for the other Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

7.4 No dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Restricted Lot to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party person, nor shall any third party person be deemed to be a beneficiary of any of the provisions contained herein.

7.5 No waiver. The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which the Owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions. No waiver of any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.


7.6 Entire agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein. The parties do not rely upon a statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. Time is of the essence.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

**ROYCE LEGACY, LLC**, a Nebraska limited liability company

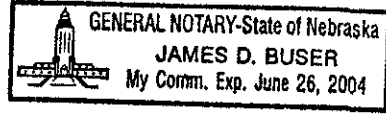
By:   
Lawrence R. James, II, Manager

**HAND CUT STEAKS OF OMAHA, INC.**, a Nebraska corporation

By:   
Title: VP

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2003, by Lawrence R. James, II, Manager of Royce Legacy, LLC, a Nebraska limited liability company, on behalf of the company.



James D. Buser  
Notary Public

STATE OF NE )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 14 day of October, 2003, by PC Boyd, Ex. VP of Hand Cut Steaks of Omaha, Inc., a Nebraska corporation, on behalf of the corporation.



Sandra Weber  
Notary Public

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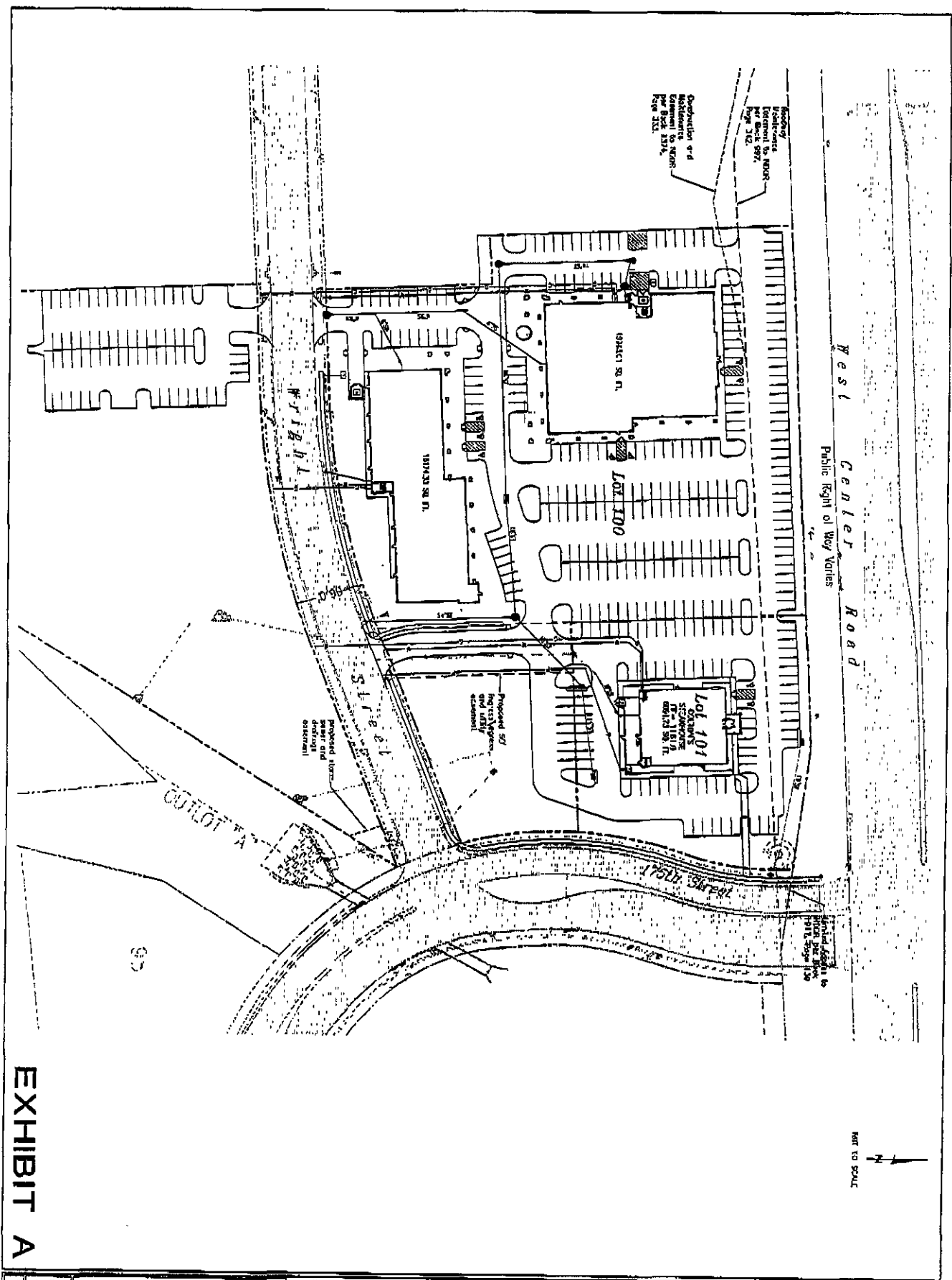
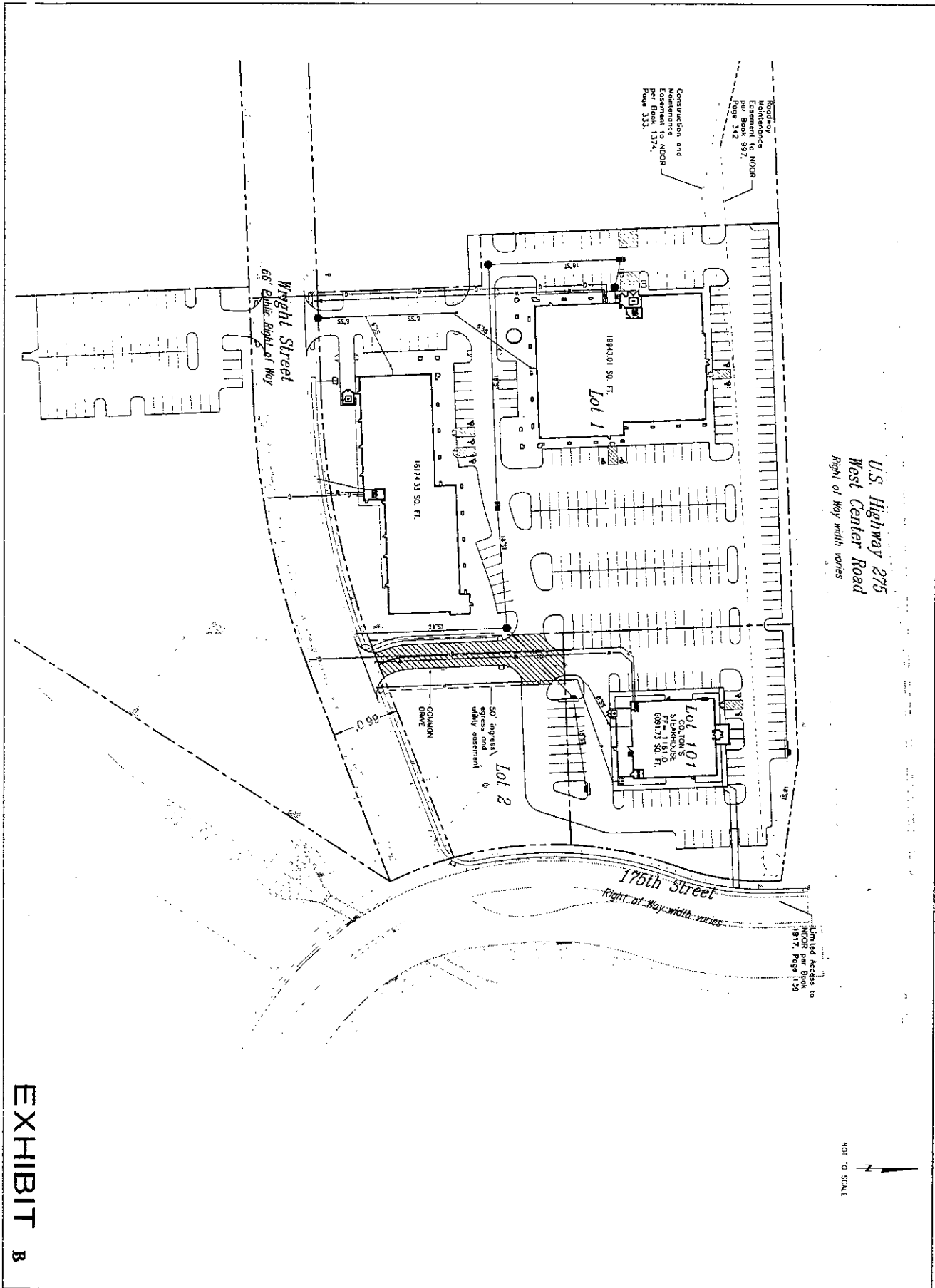


EXHIBIT A

EASEMENTS, COVENANTS AND RESTRICTIONS EXHIBIT A	Lamp, Rynearson & Associates, Inc. 12910 West Dodge Road, Suite 200 Omaha, Nebraska 68134-2827	WWW.LRA-INC.COM (781) 482-4249 (781) 482-2700	SHEET 1 OF 1
	LEGACY LOTS 100/101 DOUGLAS COUNTY, NEBRASKA	DATE 1/23/03 SCALE AS SHOWN	PROJECT NO. 020213-004 SHEET NO. 1 OF 1





U.S. Highway 275  
 West Center Road  
 Right of Way width varies

Limited Access to  
 NDOCR per Book  
 1374, Page 333

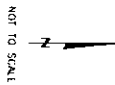


EXHIBIT B

<p>DATE: 04/27/07          SHEET: 1 OF 1</p>	<p><b>EASEMENTS, COVENANTS AND RESTRICTIONS EXHIBIT A</b></p>	<p><b>Lamp, Rynearson &amp; Associates, Inc.</b>          14710 West Dodge Road, Suite 100          Omaha, Nebraska 68154-2027  <b>LEGACY LOTS 100/101</b>          DOUGLAS COUNTY, NEBRASKA</p>	<p>WWW.LRA-INC.COM          (Ph) 402.496.2496          (Fax) 402.496.2730</p>
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## Legal Description

A permanent easement for the construction and maintenance of entrance markers over that part of Lot 101, Legacy, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 101;

Thence South 02°20'09" East (bearings referenced to the Final Plat of Legacy) for 8.69 feet along the east line of said Lot 101;

Thence along a curve to the right (having a radius of 250.00 feet and a long chord bearing South 00°20'52" East for 17.35 feet) for an arc length of 17.35 feet along the east line of said Lot 101;

Thence South 90°00'00" West for 30.46 feet;

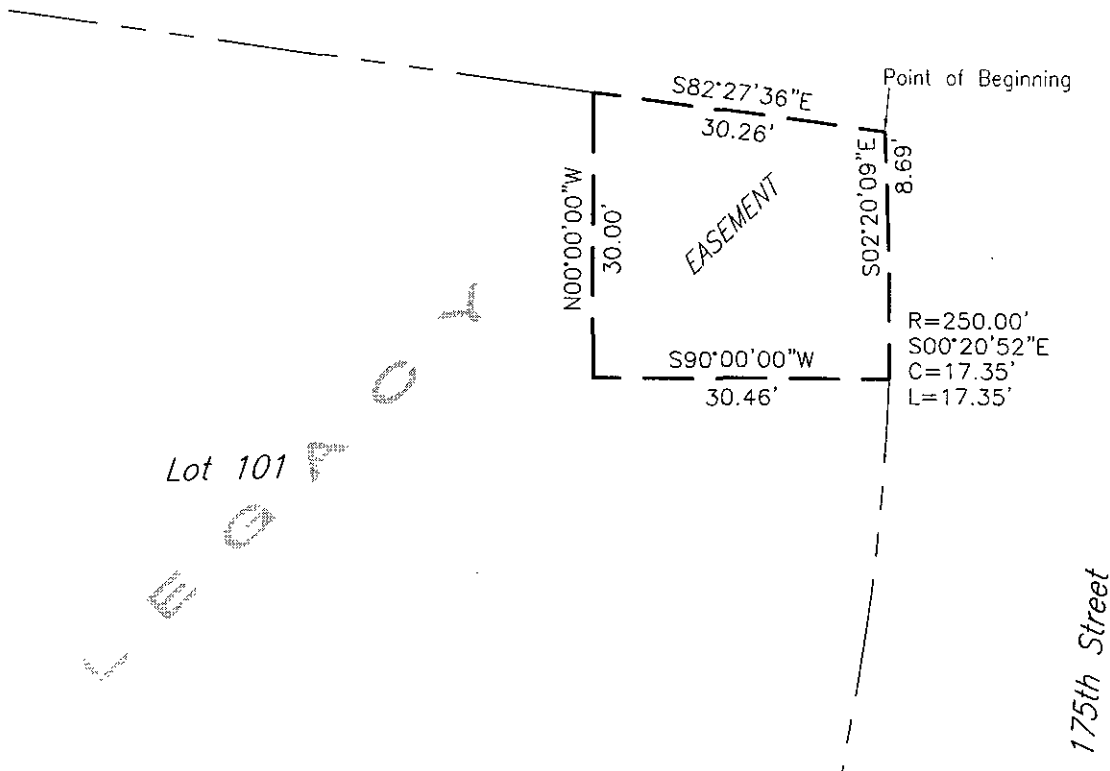
Thence North 00°00'00" West for 30.00 feet to the south right of way line of West Center Road;

Thence South 82°27'36" East for 30.26 feet along said south right of way line to the Point of Beginning.

Contains 851 square feet.



West Center Road



L:\03027\dwg\0327e001

Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ Dwn.By PRL

Exhibit C

Job Number 03027.02-006



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

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(Fax) 402.496.2730