

DECLARATION OF RECIPROCAL COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

This Declaration of Reciprocal Covenants, Conditions, Restrictions and Easements is made this 23rd day of November, 1993, by United-A.G. Cooperative, Inc., a Nebraska nonprofit corporation, (hereinafter referred to as "Declarant"), the record owner of the following described real property:

A tract of land located in the N.E. 1/4 of Sec. 2, T 14 N, R12 East of the Sixth Principal Meridian in Douglas County, Nebraska, the boundaries of which are described as follows:

Commencing at the N.E. corner of said Sec. 2; thence South 0 degrees 00' 07" West, along the east line of the N.E. 1/4 of said Sec. 2, which line is also the centerline of 72nd Street 2,032.88 feet to a point; thence due west for a distance of 42.00 feet to the Point-Of-Beginning; thence North 89 degrees 47' 55" West for a distance of 991.26 feet to a point; thence North 0 degrees 00' 46" East for a distance of 200.00 feet to a point on the Union Pacific Railroad (U.P.R.R.) Right of Way (R.O.W.); thence South 89 degrees 48' 09" East along said U.P.R.R. R.O.W. for a distance of 62.00 feet to a point; thence North 0 degrees 00' 46" East along said U.P.R.R. R.O.W. for a distance of 1,308.81 feet to a point; thence South 89 degrees 51' 03" east for a distance of 482.87 feet to a point; thence North 0 degrees 00' 07" East for a distance of 470.65 feet to a point on a line located parallel to and 53.00 feet southerly from the north line of said N.E. 1/4, which north line is also the centerline of "F" Street; thence South 89 degrees 49' 44" East along said parallel line which is the said U.P.R.R. R.O.W. for a distance of 416.26 feet to a point; thence South 41 degrees 52' 28" East for a distance of 29.64 feet to a point located 52.00 feet westerly from, measured at right angles to, the centerline of 72nd Street; thence South 1 degree 00' 17" East for a distance of 573.02 feet to a point located 42.00 feet westerly from, measured at right angles to, the centerline of 72nd Street; thence South 0 degrees 00' 07" West along a line parallel to, and 42.00 feet westerly from, the centerline of 72nd Street, 1,385.10 feet to the Point-Of-Beginning containing 1,621,157.6 square feet (37.217 Acres) more or less and subject to the easement shown on the plat recorded at Book 1079, Page 24, Douglas County, Nebraska, Register of Deeds.

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DEC 16 2 38
GEORGE J. SIDERSTROM
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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A CASH 32004 BK 1105 R 2-14-12 FB 1001-60000
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For this Description the centerline of 72nd Street has an assumed bearing of South 00 degrees 00' 07" West.

(hereinafter referred to as "Parcel I").

Two parcels of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, the boundaries of which are described as follows:

PARCEL ONE commences at the Northeast corner of said Section 2 which is also the intersection of the centerlines of 72nd Street and "F" Street; thence North 89 degrees 49' 44" West along the said centerline of "F" Street or the north line of said Section 2 for a distance of 71.91 feet to a point; thence South 00 degrees 10' 16" West, a right angle to said "F" Street centerline for a distance of 53.00 feet to a point of intersection of the Right-of-Way line of said "F" Street with a boundary line between Union Pacific Railroad (U.P.R.R.) and United-A.G. Cooperative, Inc. (United-A.G.) Distribution Center; thence North 89 degrees 49' 44" West along the line between said U.P.R.R. and United-A.G. which is 53.00 feet south and parallel to the said centerline of "F" Street for a distance of 416.26 feet to the Point-Of-Beginning; thence South 00 degrees 00' 07" West for a distance of 470.65 feet to a point; thence North 89 degrees 51' 03" West for a distance of 482.87 feet to a point on the said U.P.R.R. R.O.W.; thence North 00 degrees 00' 46" East along the said U.P.R.R. R.O.W. for a distance of 170.68 feet to a point; thence North 89 degrees 51' 03" West along the said U.P.R.R. R.O.W. for a distance of 42.56 feet to a point; thence along the said U.P.R.R. R.O.W. along an arc of a circular curve to the right for a distance of 435.17 feet, having a radius of 367.56 feet, a chord length of 410.19 feet, and a chord bearing of North 45 degrees 13' 41" East to a point; thence North 84 degrees 39' 03" East along said U.P.R.R. R.O.W. line which is not tangent to the last described curve for a distance of 47.59 feet to a point; thence North 00 degrees 00' 27" East along the said U.P.R.R. R.O.W. for a distance of 5.83 feet to a point on a line located parallel to and 53.00 feet southerly from the said centerline of "F" Street or the north line of said Section 2; thence South 89 degrees 49' 44" East along said U.P.R.R. R.O.W. line that is parallel with the said centerline of "F" Street for a distance of 186.83 feet to the Point-Of-Beginning containing 211,884.3 square feet (4.864 Acres) more or less, the plat of same recorded at Book 1079, Page 22, Douglas County, Nebraska, Register of Deeds,

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and also

A tract located between the said U.P.R.R. R.O.W. and the southerly R.O.W. line of said "F" Street, the boundaries of which are described as follows:

PARCEL TWO commences at the Northeast corner of said Section 2 which is also the intersection of the centerlines of 72nd Street and "F" Street; thence North 89 degrees 49' 44" West along the said centerline of "F" Street or the north line of said Section 2 for a distance of 728.22 feet to a point; thence South 00 degrees 10' 16" West, a right angle to said north line of Section 2 or the centerline of "F" Street for a distance of 33.00 feet to the Point-Of-Beginning; thence North 89 degrees 49' 44" West along the south R.O.W. line of said "F" Street which is parallel to said "F" Street centerline and 33.00 feet distant, for a distance of 263.35 feet to a point; thence South 00 degrees 00' 07" West on a line parallel to the centerline of said 72nd Street for a distance of 181.82 feet to a point on a R.O.W. line for the U.P.R.R.; thence along the arc of a circular curve to the right which is the northwesterly line of a 31 foot wide U.P.R.R. R.O.W. for a distance of 328.82 feet, having a radius of 398.56 feet, a chord length of 319.58 feet and a bearing of North 55 degrees 29' 42" East to a point of intersection with the said South R.O.W. line of "F" Street which is the Point-Of-Beginning containing 16,756.1 square feet (0.385 Acres) more or less, the plat of same recorded at Book 1079, Page 19, Douglas County, Nebraska, Register of Deeds,

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and the

Two parcels together total 228,640.4 square feet (5.249 Acres) more or less (hereinafter referred to in the aggregate as "Parcel II").

Declarant intends by this Declaration to impose upon the Parcel I and Parcel II properties mutually beneficial restrictions under a general plan of improvement for any and all Owners (as hereinafter defined) of the nonconditional properties made subject to this Declaration and any amendments thereto by the recording of this Declaration.

Declarant desires to provide a flexible and reasonable procedure for the overall development of Parcel I and Parcel II and to establish a method for the administration, maintenance,

preservation, use and enjoyment of same as are now or may hereafter be subjected to this Declaration.

Declarant hereby declares that Parcel I and Parcel II, and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as hereinafter defined shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in and to Parcel I and Parcel II, and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each Owner thereof.

1. **Definitions.** For purposes hereof, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to all or any part of Parcel I and/or Parcel II.

2. **Term.** The covenants, restrictions and easements set forth in this Declaration shall run with and bind Parcel I and Parcel II and shall inure to the benefit of and shall be enforceable by the Owner of any Parcel of real property subject to this Declaration, its respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants, restrictions and easements, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

3. **Owner's Responsibility.** Each Owner shall maintain its respective Parcel of real property, including but not limiting, all grounds, structures, parking areas and other improvements thereon,

in clean, neat and in good order, repair and condition and each Owner shall perform promptly and be in compliance with all of the obligations of an Owner as set forth herein.

4. Water Line. It is acknowledged and understood that a single Water Line currently located on Parcel I is connected with, and supplies water to, a Water Line and Water Line connection located on Parcel II. The said Water Line and Water Line connection are set forth on a certain 30 Scale Survey dated June 2, 1992 and designated "Corporate Office Facility" (incorporated herein by this reference). The Owner of Parcel II shall keep and maintain in good working order and repair the Water Line connection located on Parcel II and that part of the Water Line on Parcel II that runs from the said Water Line connection to the administration building on Parcel II. The Owner of Parcel I shall keep and maintain the entire Water Line on Parcel I and Parcel II except (a) that part of the Water Line on Parcel II that runs from said Water Line connection on Parcel II to the administration building on Parcel II, and (b) the said Water Line connection. The Owner of Parcel II hereby grants the Owner of Parcel I an easement, in, to, over, above and across the Water Line easement legally described as follows:

A Water Line Easement in Parcel One (in this Declaration included in and referred to as Parcel II) commencing at the southeast corner of said Parcel One (in this Declaration included in and referred to as Parcel II); then North 00 degrees 00' 07" East along the easterly boundary line of said Parcel One (in this Declaration included in and referred to as Parcel II) for a distance of 107.00 feet to the Point-Of-Beginning; thence South 53 degrees 51' 39" West on the centerline of a 20.00 feet wide Water Line Easement (10.00 feet each side) for a distance of 180.79 feet to an ending point on the southerly boundary line of said Parcel One (in this Declaration included in and referred to as Parcel II), which is 146.00 feet West of the said southeast corner of Parcel One (in this Declaration included in and referred to as Parcel II).

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The Owner of Parcel II hereby indemnifies and holds harmless the Owner of Parcel I from any and all work performed by the Owner of Parcel I on the Water Line located on Parcel II.

5. Storm Sewer. It is acknowledged and understood that a Storm Sewer system is located on Parcel I, and a Storm Sewer and Storm Sewer inlet is located on Parcel II and connected to the Storm Sewer system located on Parcel I. The Owner of Parcel I shall have the right to use said Parcel II inlet for incidental drainage purposes. The Storm Sewer system located on Parcel II shall be kept and maintained in good working order and repair kept free of debris by the Owner of Parcel II, and the Owner of Parcel II shall bear full responsibility for any and all liability, and hereby indemnifies and holds harmless the Owner of Parcel I from same, for any and all liability connected with or arising from the Storm Sewer and Storm Sewer inlet located on Parcel II. If for any reason the Owner of Parcel II shall not keep the Storm Sewer and Storm Sewer inlet in good working order and repair and free from debris, notwithstanding anything contained herein to the contrary, the Owner of Parcel I, after first giving the Owner of Parcel II written notice of the same, if such maintenance and repair is not performed by the Owner of Parcel II within thirty (30) days from the date said written notice is given, then the Owner of Parcel I shall have the option and the right to make any repairs required to be made to said Storm Sewer and Storm Sewer inlet on Parcel II, with the cost of such repairs to be borne by the Owner of Parcel II. The Owner of Parcel I is hereby granted the same easement in, over, upon and across the easement hereinafter legally described in this paragraph 5 in order to perform such maintenance and repairs. The Owner of Parcel II shall bear responsibility, liability, and hereby indemnifies and holds harmless the Owner of Parcel I from same for the easement located on Parcel II, legally described as follows:

A Storm Sewer easement in the southeast corner of said Parcel One (in this Declaration included in and referred to as Parcel II) which is 15.00 feet in width along the easterly boundary line of said Parcel One (in this

Declaration included in and referred to as Parcel II) and running for a distance of 120.00 feet in a northerly direction from the southerly boundary line of said Parcel One (in this Declaration included in and referred to as Parcel II).

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6. Gas Line. It is acknowledged and understood that a Metropolitan Utilities District gas line is located on Parcel I and Parcel II. The Owners of Parcel I and Parcel II shall not cause said gas line on their respective parcel to be disconnected or in any way have the gas line service interrupted. Any relocation of said gas line on Parcel II shall be at the expense of the Owners of Parcel II. The Owner of Parcel II shall bear full responsibility for and any and all liability and hereby indemnifies and holds harmless the Owner of Parcel I from same in connection with the gas line easement located on Parcel II, legally described as follows:

A gas line easement through Parcel One (in this Declaration included in and referred to as Parcel II) commencing at the northeast corner of said Parcel One (in this Declaration included in and referred to as Parcel II); thence North 89 degrees 49' 44" West along the northerly boundary line of said Parcel One (in this Declaration included in and referred to as Parcel II) for a distance of 166.73 feet to a point which is the centerline of the 10.00 feet wide Gas Line Easement (5.00 feet each side), which is also the Point-Of-Beginning; thence South 00 degrees 04' 07" West along said centerline for a distance of 198.66 feet to a point which is 9.16 feet north of the northerly face of the Office Building; thence North 89 degrees 37' 22" East along said centerline for a distance of 62.45 feet to a point which is 9.80 feet north and 9.80 feet east of the Northeast corner of the said Office Building; thence South 00 degrees 07' 00" West along said centerline for a distance of 134.66 feet to a point which is 2.71 feet north and 9.57 feet east of the Southeast corner of said Office Building; thence North 89 degrees 54' 24" West along a line which is not centered in the easement but is on the existing gas line and the northerly line of the easement is 2.50 feet north and parallel, and the southerly line of the easement is 7.50 feet south and parallel with the said line, the said easement being 10.00 feet in width, for a distance of 62.34 feet to a point; thence South 00 degrees 04' 07" West along the centerline of the 10 feet wide easement for a distance of 132.91 feet to a point which is 5.00 feet north, and measured perpendicular to the southerly boundary line of said Parcel One (in this

Declaration included in and referred to as Parcel II) and said point is also 167.28 feet west of the Southeast corner of said Parcel One (in this Declaration included in and referred to as Parcel II); thence North 89 degrees 51' 03" West along said centerline which is 5.00 feet northerly and parallel with the southerly boundary line of Parcel One (in this Declaration included in and referred to as Parcel II) for a distance of 237.72 feet to a point; thence South 00 degrees 08' 57" West along said centerline for a distance of 5.00 feet to the said southerly boundary line of Parcel One (in this Declaration included in and referred to as Parcel II) which is the ending point and is also 77.87 feet east of the southwest corner of said Parcel One (in this Declaration included in and referred to as Parcel II).

and

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the additional easements and licenses as shown on the 30 Scale Survey dated June 2, 1992 and designated "Corporate Office Facility."

In this description the centerline of 72nd Street has an assumed bearing of South 00 degrees 00' 07" West.

7. Electrical Services. Omaha Public Power District is the grantee of a certain easement located on Parcel I and Parcel II and recorded at Book 1040, Page 564, Douglas County, Nebraska, Register of Deeds. The Owners of Parcel I and Parcel II shall not cause said electrical services to be disconnected on its respective Parcel or in any way have electrical service interrupted. The Owner of the Parcel upon which said easement is located shall bear full responsibility and liability in connection with the easement located on their respective Parcel.

8. Cumulative Rights. The rights and remedies provided herein and in all other agreements, instruments and documents delivered pursuant to, or in connection herewith, are cumulative and are not in addition to, nor exclusive of, any rights or remedies provided by law.

9. Severability. Each provision herein is severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in a jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision in this

Agreement in any other jurisdiction or any other clause or provision herein in any jurisdiction.

10. Perpetuities. If any of the covenants, conditions, restrictions or other provision of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

11. Modification. This Declaration may be modified and amended only by the valid written consent of the Owners of fifty-one percent (51%) of total square footage of Parcel I and Parcel II, with the written consent of the Parcel I or Parcel II mortgagee or deed of trust beneficiary of the respective Owners of Parcel I or Parcel II.

12. Singular/Plural/Gender. Where the context admits, the singular term shall include the plural and the plural, the singular, and the words of any gender shall include any other gender.

13. Headings. Headings of the paragraphs of this Declaration are for convenience only and do not define, limit or construe the contents of such paragraphs.

14. Binding Effect. The terms of this Declaration shall run with the land and bind the parties hereto and their successors in interest, and shall inure to the benefit of, and shall be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Declaration in several counterparts, each of which shall be deemed an original, the day and year first above written.

UNITED-A.G. COOPERATIVE, INC.,

By *William J. Wiedemeyer*
 William J. Wiedemeyer
 Vice President-Distribution

Attest: *Dennis Schulte*
 Dennis Schulte
 Vice President-Finance and Secretary

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 23 day of November, 1993, before me, a notary public in and for said county, personally appeared William J. Wiedemeyer and Dennis Schulte, personally known to me to be the Vice President-Distribution and Vice President-Finance and Secretary, respectively of United A.G. Cooperative, Inc., a Nebraska nonprofit corporation, and that as said officers for and on behalf and under the authorization of said corporation, executed the foregoing instrument for the purposes therein contained.



Joan M. Boulay
 Notary Public

My Commission Expires: 10/10/94

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS