

Gaines, Mullen, Pansing & Hogan  
Law OFFICES  
Regency One Bldg  
10050 Regency CR.  
Omaha NE 68114-3773  
ATTN: John B.

COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS AFFECTING LAND

THIS AGREEMENT is made as of the 3<sup>rd</sup> day of Dec., 1992, between Mission Village Partnership, a Nebraska general partnership ("Mission Village") and OMAHA STATE BANK, a Nebraska banking corporation ("Omaha State"). Mission Village and Omaha State may be referred to collectively as the "Parties".

PRELIMINARY STATEMENT

Mission Village is the owner of a parcel of real property containing 5.5 acres, more or less situated on the southwest corner of 168th & "Q" Streets in Omaha, Nebraska and is legally described as Lot 5, Mission Park, a subdivision surveyed, platted and recorded in Douglas County, Nebraska (herein the "Property"). Omaha State has entered into a Purchase Agreement with Mission Village, pursuant to which Omaha State shall purchase a parcel in the northeast corner of the Property, on the corner of 168th & "Q" Street, which comprises approximately .83 acres and more particularly shown on Exhibit "A" attached hereto (the "Lot"). Mission Village plans to develop the remaining parcel of the Property (the "M. V. Property") for commercial uses. Mission Village and Omaha State each desire that the Lot be conveyed and purchased subject to the following covenants, conditions, easements and restrictions.

NOW, THEREFORE, in consideration of the foregoing preamble which is incorporated herein, the easements, covenants, conditions, restrictions and encumbrances contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, Mission Village and Omaha State do hereby agree as follows:

1. Cross-Use. Mission Village and Omaha State hereby grant to each other, and to their respective successors and assigns a perpetual non-exclusive easement for use of the Common Areas (as defined herein) by customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Lot and the M. V. Property for vehicular ingress and egress between the Lot and the M. V. Property and for ingress and egress to and from the public streets adjoining the Property including, but not limited to, 168th Street, "Q" Street and 170th Street. Except as may be necessary for repairs, replacement and improvements, each Party agrees to not obstruct or to permit any obstruction of the Common Area which would interfere with the normal and regular flow of traffic on the Common Areas.

2. Utility and Service Easement. Mission Village and Omaha State hereby grant to each other and to their respective successors and assigns, a perpetual non-exclusive easement on its parcel of the Property for the installation, repair and replacement of underground storm drains, sewers, utilities and other services

appropriate for the orderly development and operation of the Lot and the M. V. Property. No such sewers, utilities or services of one Party shall be installed within the actual or planned building areas on the other Party's property. Each Party shall repair or restore any damage to the other Party's parcel of the Property, and any improvements on the other Party's parcel of the Property, resulting from any installation, repair or replacement of underground drains, sewers, utilities or other services.

3. Drainage - Prior to Lot Improvement. Mission Village hereby acknowledges that Omaha State has the right to allow surface water to drain from the Lot on to the M. V. Property. Initially, the surface waters shall be allowed to flow generally south and west from the Lot onto the M. V. Property. Prior to improvement of the Lot by Omaha State, Mission Village shall not regrade or improve the M. V. Property in a manner which will inhibit or obstruct the natural flow of water from the Lot, and any improvement of the M. V. Property shall contemplate drainage of surface water from the Lot.

4. Drainage - Improvement of the Lot. In connection with the improvement of the Lot or the M. V. Property, Omaha State and Mission Village shall cooperate to develop an overall plan for drainage of surface water which accommodates the needs of both parties. In connection therewith, Omaha State shall have the right to alter the contour and drainage of the surface water from the Lot onto the M. V. Property, with the approval of Mission Village which approval shall not be unreasonably withheld or denied. It shall not be reasonable for Mission Village to disapprove Omaha State's proposed revised contour and drainage because Mission Village has failed to appropriately provide for drainage from the Lot.

5. Improvement of Common Areas. Within sixty (60) days after written notice to Mission Village of initiation of construction of improvements on the Lot, Mission Village shall construct and install entrances to the Property from 168th Street and "Q" Street, and concrete or asphalt drives from such entrances to the Common Area on the Lot. Such entrances and drives shall be reasonably adequate to accommodate vehicular traffic to and from the Lot.

6. Development of the Lot. The Lot shall be developed by Omaha State only under the following guidelines:

- a. The Lot shall be used solely for a bank, savings and loan or other financial institution (including an ATM and drive-in facility), for the period commencing on the date of this Agreement and continuing until the end of the fifth (5th) year following the first occupancy of an improvement on the Lot.

- b. The initial building to be constructed on the Lot shall be a one story brick building not to exceed fourteen (14) feet in height for a flat roof, or eighteen (18) feet in height for a pitched roof. The height shall not include any air conditioning units or stacks which may be situated on the roof. Air conditioning units (roof top or otherwise) shall be screened from possible view on all four (4) sides. Trash containers shall be screened from public view on all four (4) sides in a brick enclosure (on three (3) sides) to match the exterior of the building constructed on the Lot. All grass areas within the Lot shall have installed automatic water sprinkler systems.
- c. Prior to construction of any improvements on the Lot, Omaha State shall deliver copies of the plans for the improvement (consisting solely of (i) site layout; (ii) description of exterior building materials and colors; and, (iii) parking lot layout) and secure approval thereof by Mission Village; and, (iv) building elevations of all four (4) sides. If Mission Village shall fail to disapprove plans presented by Omaha State in writing within thirty (30) days of the delivery of plans by Omaha State, the Plans shall be deemed approved. Mission Village shall not unreasonably withhold or delay approval of plans presented by Omaha State.

7. Restrictions on Remainder of Property. So long as the Lot is used as a bank, savings and loan or other financial institution, Mission Village shall not permit any part of the M. V. Property to be used for a bank, savings and loan, financial institution, mortgage broker, ATM or similar use. This restriction on the M. V. Property shall automatically terminate after December 31, 1995 whenever the Lot permanently ceases to be used for a bank, savings and loan, ATM or other financial institution.

8. Definition of Common Area. As used herein, the term "Common Area" shall refer to those areas of the Lot and the M. V. Property used for vehicular entrances and drives, exclusive of any areas of the Lot used for drive-in or stacking.

9. Maintenance. Mission Village and Omaha State shall each maintain the Common Area situated on its parcel of Property in good condition and repair, appropriate for a first class commercial shopping center in Omaha, Nebraska. Mission Village and Omaha State shall each be responsible for all costs and expenses relating

to the repair, replacement and maintenance of the Common Areas situated on its respective parcel of the Property. If Mission Village or Omaha State Bank shall fail to initiate and expeditiously accomplish any repair, replacement or maintenance of the Common Areas necessary to keep the Common Areas in the condition required by this Agreement, the other Party may give written notice thereof, and if the other Party shall fail to initiate and proceed expeditiously with such repair, replacement or maintenance within thirty (30) days thereafter, the notifying party may repair, replace or maintain the other's Common Area at the other's cost. The other Party shall promptly pay directly or reimburse the notifying party for the reasonable cost of any repair, replacement or maintenance performed on the Common Area of the other's parcel of the Property, in accordance with this paragraph.

10. Right of Successors. The covenants, conditions, easements and restrictions hereunder shall create mutual benefits and servitudes as to each of the respective tracts comprising the Property all of which benefits and servitudes shall run with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed shall not be modified or altered in any respect except by a writing executed and delivered by the appropriate parties.

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

MISSION VILLAGE PARTNERSHIP,  
a Nebraska general partnership

By: B.H.I. Investment Company  
a Nebraska corporation, a partner

By: Merald Z. Longson  
Title: President

By: WILLIS ARMBRUST SALES SERVICE,  
INC., a Nebraska corporation

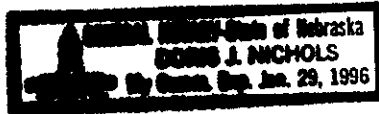
By: Charles H. Amburst  
Title: President

OMAHA STATE BANK,  
a Nebraska banking corporation

By: Michael L. Dahke  
Title: PRESIDENT & CEO

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

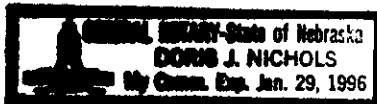
The foregoing instrument was acknowledged before me this 1st day of December, 1992, by GERALD L. TORCZON, President of B.H.I. Investment Company, a Nebraska corporation, a partner of Mission Village Partnership, a Nebraska general partnership, on behalf of the corporation and on behalf of the general partnership.



Doris J. Nichols  
Notary Public

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

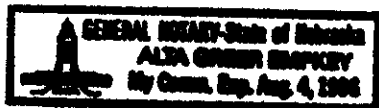
The foregoing instrument was acknowledged before me this 1st day of December, 1992, by WILLIS ARMBRUST, President of Willis Armbrust Sales Service, Inc., a Nebraska corporation, on behalf of the corporation.



Doris J. Nichols  
Notary Public

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 3 day of December, 1992, by Michael L. Dahke, President of Omaha State Bank, a Nebraska banking corporation, on behalf of the corporation.



Alva Green Emery  
Notary Public

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

BOOK 1073 PAGE 10

LEGAL DESCRIPTION

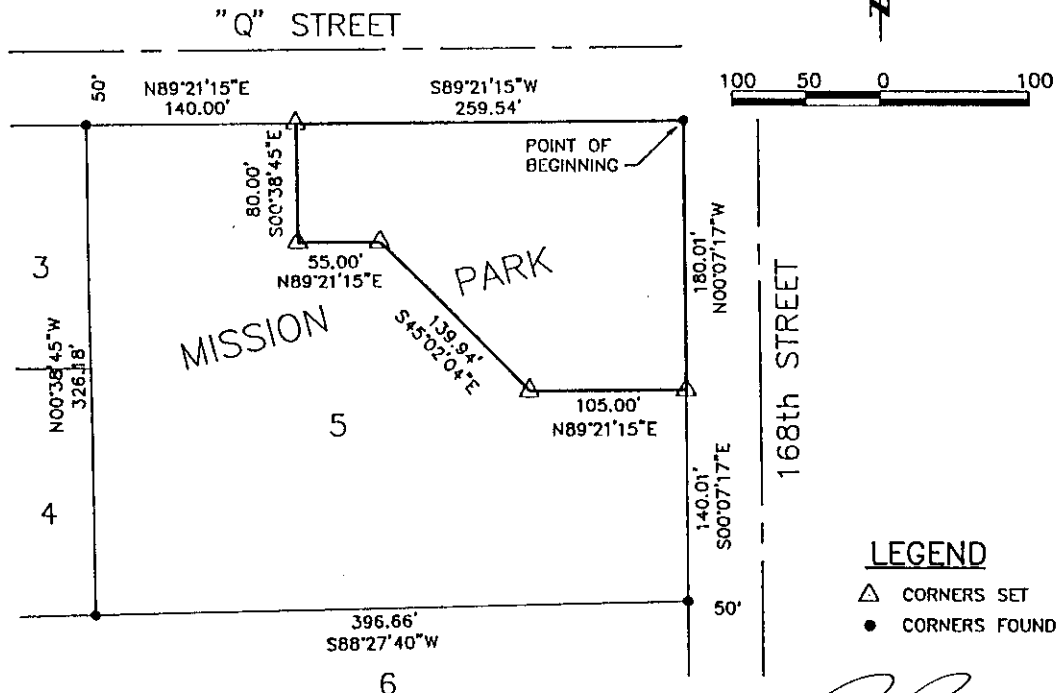
That part of Lot 5, MISSION PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:  
Beginning at the northeast corner of said Lot 5, MISSION PARK;  
Thence South 89°21'15" West (bearings referenced to the MISSION PARK Final Plat) for 259.54 feet along the north line of said Lot 5, MISSION PARK;  
Thence South 00°38'45" East for 80.00 feet;  
Thence North 89°21'15" East for 55.00 feet;  
Thence South 45°02'04" East for 139.94 feet;  
Thence North 89°21'15" East for 105.00 feet;  
Thence North 00°07'17" West for 180.01 feet to the Point of Beginning.  
Contains 0.83 acre.

CASH 12468H BK 1073 R Comp FB MI-25750  
TYPE misc PG 5-10 C/O COMP OK SCAN ---  
FEE 30.50 OF misc LEGL PG 51 MC --- FV ---

RECEIVED

MAY 18 2 10 PM '93

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



LEGEND

- △ CORNERS SET
- CORNERS FOUND

NOTES:

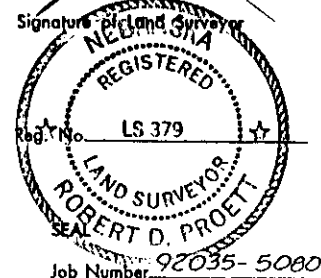
1. ALL PINS ARE 5/8" REBAR.
2. ALL DIMENSIONS ARE PLAT AND ACTUAL.

DATE RECEIVED: \_\_\_\_\_ Date October 8, 1992

OFFICIAL ADDRESS: \_\_\_\_\_

BLDG. PERMIT NO.: \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_



lamp, rynearson & associates, inc.  
architects engineers surveyors planners

14747 california street omaha nebraska 68154

402-498-2498

EXHIBIT A