

BOOK 675 PAGE 395

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 30<sup>th</sup> day of June, 1982, by OLD ORCHARD WEST, a Nebraska partnership, with its offices located at 13232 Arbor Plaza, Omaha, Nebraska, 68144, and FARMLAND ENTERPRISES, INC., a Nebraska corporation, with its offices located at 13232 Arbor Plaza, Omaha, Nebraska, 68144, as a partner of Old Orchard West and individually, hereinafter collectively called the "Owner":

## WITNESSETH:

The following are the circumstances under which this DECLARATION is executed:

A. Owner holds title in and to a parcel of land referred to as the "Entire Premises" situated in Douglas County, Nebraska, the legal description of the Entire Premises and the depiction of lots, easements and entrances thereto are shown on that final Plat prepared by Elliott & Associates, dated April 30, 1982, attached hereto as Exhibit "A" and by this reference incorporated herein.

B. The tracts of land comprising the Entire Premises are described as follows:

- Lot 1 (Subparcel 1);
- Lot 2 (Subparcel 2);
- Lot 3 (Main Parcel);
- Lot 4 (Subparcel 3);
- Lot 5 (Subparcel 4);

C. The foregoing parcels of land, taken together, will comprise a shopping center development to be known as "Old Orchard West" which the Owner is or will be operating as a regional shopping center and for other related development purposes.

D. It is the Owner's expectation that the Owner will incur indebtedness, the proceeds of which will be used for the purpose of financing improvements to be constructed on various tracts of land, and for other purposes, which indebtedness may be secured by separate mortgages on each such tract or in combination thereof, the holders of which mortgages may from time to time be different entities; and it is possible that either by voluntary conveyance or by foreclosure of any such mortgages, ownership of such parcels of land may become separate and independent of each other.

E. Certain portions of the Main Parcel are presently subject to ground leases and the Owner anticipates that other portions of the Entire Premises may be subject to ground leases in the future establishing in such tenants the expectation of the general use of easements to and from the Entire Premises for purposes of their commercial developments within the Entire Premises.

F. To facilitate the undertaking of financial arrangements which Owner may take, in anticipation of possible separation of ownership, and to establish and to protect the rights of those tenants now in possession and those which may hereafter go into possession under ground leases for portions of the Entire Premises, the Owner desires to establish certain rights, easements, restrictions and limitations which the Main Parcel and each of the Subparcels is to have over the other, all as if each of the tracts of land were now in separate ownership.

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NOW, THEREFORE, the Owner hereby declares as follows:

1. References herein to the Main Parcel and to each of the Subparcels shall, where appropriate, be treated as references to the owner of each tract of land from time to time or to the tenant entitled to possession of such land as the same may exist from time to time.

2. At any time used herein the term "Dominant Parcel" means a tract of land which exercises the rights herein established and declared over the tract or tracts (or the then owner or owners thereof or the tenant or tenants thereof, as the context admits), and the term "Servient Parcel" means the tract over which such rights are exercised (or the then owner or tenant thereof, as the context admits).

3. Each Subparcel hereby agrees at its own cost and expense to comply with all present and future governmental laws, ordinances, orders and regulations in the construction of improvements on the respective tracts and the use thereof.

4. Each Subparcel agrees to construct any improvements on its respective tract (or any enlargements or additions thereto) so that they form an integrated development with harmonious architectural style and quality, and are esthetically compatible with the Main Parcel. Each of said Subparcels therefore agrees that prior to the commencement of construction of any improvement, enlargement or addition, that it will deliver to the Owner design development drawings and other data and pertinent information showing (i) the location of all buildings and improvements; (ii) exterior dimensions, elevations and building heights; (iii) exterior architectural design; (iv) landscape plan; and (v) exterior color of buildings and specifications of materials used in exterior construction. Such design development drawings and other information shall be subject to the approval of the Owner. Any construction which may proceed, after such approval, shall be in strict compliance with the approved design development drawings and other information so submitted and work otherwise performed shall not be a lawful exercise of the rights granted hereunder.

The withholding of approval on the part of the Owner shall never be treated as unreasonable if:

(a) Any improvement to be constructed shall violate any setback requirement imposed by applicable zoning ordinances, building codes, restrictions of record or any other agreement affecting the Entire Premises.

(b) Any easement is granted without the prior written consent and approval in each instance first had and obtained from the Owner.

(c) All utility services shall not be installed underground, except to the extent within or on buildings.

(d) Any exterior signs flash, scintillate, make noise, emit smoke or extend more than six inches from the building facade.

(e) Any building contains a roof-top sign without prior written approval in each instance first had and obtained from the Owner.

(f) A free standing sign is installed without prior written approval in each instance first had and obtained from the Owner.

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(g) Any building shall not be utilized for office and retail purposes compatible with the buildings and uses on the Main Parcel.

(h) Any Subparcel shall remain unimproved, and such Subparcel is not landscaped, graded and planted with grass and shall not be kept in a neat and clean condition until such time as construction and/or improvements of the area in question commences.

(i) The term "Owner" shall be deemed to include Union Mutual Life Insurance Company, its successors or assigns, in the event Union Mutual Life Insurance Company, its successors or assigns, shall foreclose its mortgage or Deed of Trust or shall accept a deed in lieu of foreclosure.

5. There is hereby granted to (i) all present and future tenants under ground leases now or hereafter entered into, and all present and future owners of the various Subparcels, and (ii) all present and future tenants under ground leases now or hereafter entered into, and all present and future owners of any subdivisions of the Main Parcel, and (iii) Union Mutual Life Insurance Company of Portland, Maine, its successors or assigns, but only so long as Union Mutual Life Insurance Company, its successors or assigns, shall have an interest in any portion of the Main Parcel as mortgagee thereof or holder of a Deed of Trust upon any such portion of the Main Parcel or as owner if such mortgage or Deed of Trust is foreclosed or satisfied by deed in lieu of foreclosure and (iv) any transferee of Union Mutual Life Insurance Company, its successors or assigns, in the event that Union Mutual Life Insurance Company, its successors or assigns, shall become the owner of any portion of the Main Parcel through foreclosure or deed in lieu of foreclosure of the Main Parcel or any portion thereof, an easement for ingress and egress to and from the Entire Premises via 132nd Street and West Center Road over and across that portion of the Main Parcel and Subparcels 3 and 4 as described in Exhibit "B" attached hereto. Said ingress and egress easements as aforesaid shall be subject to the following terms and conditions:

(a) Use of said easements by any Dominant Parcel shall be subject to reasonable rules and regulations adopted and enforced by the Owner for the safety and convenience of all persons using said easements for ingress and egress; provided, however, that said rules and regulations shall be adopted and applied in a uniform manner as to all parties having possessory rights within the Entire Premises. Such rules and regulations may, from time to time, be changed, modified, or deleted to promote the efficient, safe, and orderly movement of traffic within the Entire Premises so served.

(b) The easements for ingress and egress granted herein are intended and limited to use for pedestrian, automobile, light trucks, and delivery of merchandise. Any use by a Dominant Parcel in excess of that granted herein shall subject the Dominant Parcel to the repair of any damage caused to roadways constructed on such easements upon demand by the Owner.

(c) Easements herein granted for ingress and egress to and from the Main Parcel and all Subparcels shall be permanent and perpetual and shall inure to the benefit of the then owners,

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tenants, and other parties rightfully in possession of each Subparcel or the Main Parcel or any portion of the Main Parcel, their employees, customers, licensees and invitees.

(d) The easements herein granted may, with the consent of all then owners and all then tenants under ground leases, be relocated, modified or terminated; provided, however, that no such modification, relocation, or termination, shall serve to deprive any Subparcel, the Main Parcel, or any portion of the Main Parcel from access to or from 132nd Street or, alternatively, from West Center Road.

6. The Main Parcel and each Subparcel hereby grants to the other and each of them a permanent and perpetual easement for electrical, telephone, gas, water, and sanitary sewer lines beneath the driveways situated on the Main Parcel and each Subparcel and further grants to the other the right to enter upon the Servient Parcel for the purpose of repairing and maintaining the same. The Dominant Parcel shall be responsible for all charges imposed by any utilities and for any damage caused to the Servient Parcel by the installation or repair of utility lines. Any such damage shall be promptly repaired by the Dominant Parcel so installing or maintaining such utilities.

Each parcel shall, upon the request of any parcel, enter into an agreement in recordable form fixing and describing by metes and bounds the areas occupied by such utility facilities. In the event that any parcel shall move and relocate any utility facility on its parcel to a location other than that set forth in such agreement, such parcel shall enter into a modification of such agreement in recordable form describing the new location of such utility facility and releasing any rights to the abandoned easement.

7. The Main Parcel and each Subparcel hereby acknowledge that the free flow of traffic between adjoining parcels of the land constituting the Entire Premises as a whole is in the interests of each and, accordingly, each grants to the other, all present and future tenants, licensees and occupants of any parcel of land, and their respective employees, customers, licensees and invitees, a non-exclusive easement to use, free of charge, for parking, pedestrian and vehicular ingress and egress, any and all parking areas, driveways, walkways, street entrances and exits which are now or hereafter may be located on either the Main Parcel or any Subparcel subject only to such reasonable and uniformly adopted rules as may be established by Owner to prevent the unreasonable use of parking areas on the Main Parcel or any Subparcel. The parking areas, driveways, walkways, entrances and exits situated on the Main Parcel and each Subparcel shall meet at equal grades (except for dividers which are a part of the overall shopping center design scheme) and no obstructions shall be placed, erected or permitted upon any parcel which in any way will interfere with the rights granted in this paragraph. The owner or tenant under any ground lease with respect to any Subparcel, the Main Parcel, or any portion of the Main Parcel, shall maintain in good repair the parking areas, driveways, walkways, entrances and exits situated on each such parcel, but may, by separate agreement with the Owner, delegate such duties to the Owner. The agreements contained in this paragraph establishing the easements for parking and ingress and egress shall continue in force for so long as any parcel of land shall be used for one or more commercial or retail activities or forty (40) years, whichever period shall be longer. Temporary cessation of retail or commercial activities as the result of fire or other casualty, acts of God, labor difficulties or other causes beyond the reasonable control of the owner of any parcel, or the temporary cessation of retail or commercial activities upon

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any parcel of land for not more than 150 consecutive days for the purposes of remodeling, rebuilding, or reletting shall not be deemed to be a cessation of retail or commercial activities for purposes of this paragraph.

8. No breach of this Declaration or default by any parcel shall entitle any other parcel to terminate or cancel this Declaration and the sole remedy of the parcels against the parcel in default shall be by means of injunction and/or an action for damages.

9. No provision of this Declaration shall diminish, modify, or lessen the obligation of any parcel to any other parcel or of any Subparcel to the Main Parcel arising by any contractual agreement between such parcels which has heretofore or which may be hereafter entered into between the Main Parcel and Subparcels or between Subparcels.

IN WITNESS WHEREOF, the Owner has executed this Declaration of Covenants, Conditions and Restrictions on the date first above written.

OLD ORCHARD WEST, a Nebraska partnership,

By Farmland Enterprises, Inc., a Nebraska Corporation, a partner,

By: Frank R. West

Frank R. West  
Its President

and

FARMLAND ENTERPRISES, INC., a Nebraska Corporation,

By: Frank R. West


Frank R. West  
Its President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30th day of June, 1982, by Frank R. West, President of Farmland Enterprises, Inc., a Nebraska corporation, on behalf of that corporation, and on behalf of that corporation as a partner of Old Orchard West, a Nebraska partnership.

William H. Coates  
Notary Public

My Commission Expires:

 GENERAL NOTARY - State of Nebraska  
WILLIAM H. COATES  
My Comm. Exp. May 2, 1984

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CONSENT TO RECORDING

Union Mutual Life Insurance Company, a Maine corporation, hereby consents that this instrument may be recorded in the records of Douglas County, Nebraska at such time as deemed appropriate by the Owner.

UNION MUTUAL LIFE INSURANCE  
COMPANY

By: *Theodore F. Bernard, Jr.*  
Its SECOND VICE PRESIDENT

STATE OF MAINE )  
COUNTY OF Cumberland ) SS.

The foregoing instrument was acknowledged before me this 12th day of July, 1982, by Theodore F. Bernard, Jr., SECOND VICE PRESIDENT of Union Mutual Life Insurance Company, a Maine corporation, on behalf of the corporation.

*Marie C. Mostata*  
Notary Public

My Commission Expires:

2/9/84





**POOR INSTRUMENT FILED**

BOOK 675 PAGE 402

# OLD ORCHARD

(LOTS 1 THRU 5, INCLUSIVE)

BEING A REPLAT OF PART OF VACATED 135<sup>TH</sup> STREET  
LOTS 1 & 2, SHERWOOD PLAZA COMMERCIAL, A SUBDIVISION  
THE SE  $\frac{1}{4}$  OF SEC. 25, T15N, R11E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA

MONTCLAIR DRIVE

Permanent Sewer Easement  
Miscell. Bk. 413, Pg. 365 &  
Miscell. Bk. 591, Pg. 574

N00°10'40"W

81.77'

187.00'

324.73'

187.00'

LOT 1

15'

32.50'

N89°49'20"E

501.72'

501.72'

501.72'

501.72'

38' M.U.D. Easement  
Miscell. Bk. 600, Pg. 327

188.18'

S00°10'40"E

187.00'

187.00'

187.49'

N10°10'40"E

678.49'

Point Of Beginning

## DEDICATION

Know all men by these presents that the Partnership, owners, and in the certification of said land to be subdivided to be hereafter known as of the disposition of our grant the sewer easement granted to the Omaha Public and any company which has system, their successors, renew, poles, wires, cables, extend thereon wires or current for light, heat, or of all kinds including reception thereof, including described in the certification and across a strip of land each side of and parallel or retaining walls shall be used for gardens, shrub or later interfere with

In witness whereof

OLD ORCHARD WEST, A NEBRASKA

By: Frank R. West, President  
Farmlands Enterprises Inc.  
General Partner

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS

On this 10 day of personally appeared Frank General Partner in Old Orchard West, a Nebraska corporation, and he acknowledged the deed and the contents



**POOR INSTRUMENT FILED**

BOOK 675 PAGE 403

RD WEST

SEE INCLUSIVE)  
VISTED 135<sup>TH</sup> STREET & PART OF  
LASCIAL, A SUBDIVISION LOCATED IN  
6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBR.

**SURVEYOR'S CERTIFICATE**

I hereby cer  
described herein  
the within plat a  
insure placing of  
angle points and  
inclusive), being  
1 and 2 in Sherwc  
of Section 25, Tc  
Nebraska, more pa

Commencing a line of 132nd Street said point also be Commercial; thence of-way line of 13 Beginning; thence of 132nd Street, of 200.00 feet; t on the North right North right-of-way courses; thence K a distance of 302 Plaza Commercial; Sherwood Plaza Co of said vacated 1 said vacated 135t of said vacated 1 vacated 135th Stre said West line of of 1135.00 feet, a which bears N03°4 distance of 25.00 Northwesterly, al the left with a r having a long cho thence N69°45'20" said vacated 135th 135th Street, a d 592.02 feet; thence a distance of 501

## MEDICATION

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KNOW all men by these presents that we, Old Orchard West, a Nebraska partnership, owners, and Realbanc Inc., mortgagee of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into lots to be numbered as shown, said subdivision to be hereafter known as Old Orchard West, and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby grant the sewer easements as shown on this plat. Perpetual easements are granted to the Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception thereof, including all services to the buildings on the property described in the certification of survey, over, upon, along, above, under, in and across a strip of land ten feet (10') in width, being five feet (5') on each side of and parallel to facilities as constructed. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof we do set our names this 10 day of May, 1982.

OLD ORCHARD WEST, A NEBRASKA PARTNERSHIP

**REALBANC, INC.**

By: Frank R. West, President of  
Farmlands Enterprises Inc.,  
General Partner

By: B. J. [Signature]

~~Roger L. Starr~~

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS

On this 10 day of MAY, 1982, before me, a Notary Public, personally appeared Frank R. West, President of Farmlands Enterprises Inc., General Partner in Old Orchard West, who is personally known by me to be the identical person whose signature is affixed to the dedication on this Plat, and he acknowledged the signing of said dedication to be his voluntary act

APPROVAL OF OMAHA C

This plat of O  
by the City Plannin

# POOR INSTRUMENT FILED

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## TEYOR'S CERTIFICATE

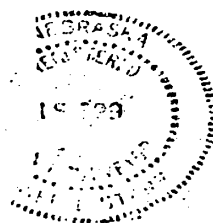
I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed as shown on within plat and that a bond has been furnished to the City of Omaha to the placing of permanent monuments and stakes at all corners of all lots, the points and ends of all curves in Old Orchard West (Lots 1 thru 5 inclusive), being a replat of part of vacated 135th Street and part of Lots 1 and 2 in Sherwood Plaza Commercial, a subdivision located in the SE 1/4 Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the West right-of-way line of 132nd Street and the South right-of-way line of Montclair Drive, a point also being the Northeast corner of said Lot 1, Sherwood Plaza Commercial; thence S00°10'40"E, (assumed bearing), along said West right-of-way line of 132nd Street, a distance of 188.18 feet to the Point of Beginning; thence continuing S00°10'40"E along said West right-of-way line of 132nd Street, a distance of 678.49 feet; thence S89°49'20"W, a distance of 100.00 feet; thence S00°10'40"E, a distance of 241.95 feet to a point on the North right-of-way line of West Center Road; thence along said North right-of-way line of West Center Road, on the following described courses; thence N37°52'22"W, a distance of 474.70 feet; thence S83°30'51"W, a distance of 302.66 feet to the Southwest corner of said Lot 1, Sherwood Plaza Commercial; thence N00°09'50"W along the West line of said Lot 1, Sherwood Plaza Commercial, a distance of 75.68 feet to the Southeast corner of said vacated 135th Street; thence S83°30'51"W, along the South line of vacated 135th Street, a distance of 50.31 feet to the Southwest corner of said vacated 135th Street; thence N00°09'50"W, along the West line of said vacated 135th Street, a distance of 247.41 feet; thence Northwest, along the West line of vacated 135th Street, on a curve to the left with a radius of 135.00 feet, a distance of 143.22 feet, said curve having a long chord which bears N03°46'44"W, a distance of 143.13 feet; thence N82°36'22"E, a distance of 25.00 feet to the centerline of said vacated 135th Street; thence Northwest, along said centerline of vacated 135th Street, on a curve to the left with a radius of 1160.00 feet, a distance of 258.82 feet, said curve having a long chord which bears N13°47'09"W, a distance of 258.28 feet; thence N69°49'20"E, a distance of 25.00 feet to a point on the East line of vacated 135th Street; thence N20°10'40"W, along said East line of vacated 135th Street, a distance of 138.02 feet; thence N89°49'20"E, a distance of 132 feet; thence N00°10'40"W, a distance of 81.77 feet; thence N89°49'20"E, a distance of 501.72 feet to the Point of Beginning.

By L. Starr

L.S. 399

Date 5-10-82



AL OF OMAHA CITY PLANNING BOARD

This plat of Old Orchard West (Lots 1 thru 5 inclusive) was approved by the City Planning Board on this \_\_\_ day of \_\_\_, 1982.

Chairman of City Planning Board



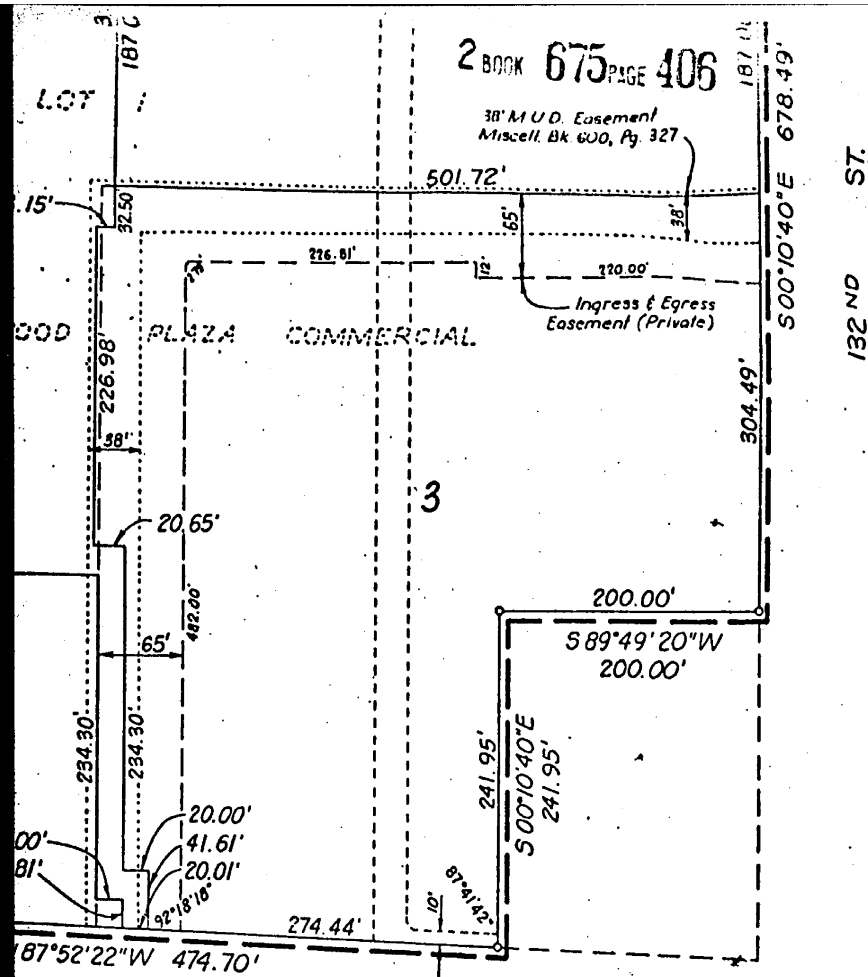
**ELLIOTT & ASSOCIATES**

5316 SOUTH 132nd STREET • OMAHA, NE 68137 • (402) 895-4700

**HARD WEST**

OMAHA, NEBR.





ER ROAD

**POOR INSTRUMENT FILED**

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA } SS  
COUNTY OF DOUGLAS }

On this 10 day of  
personally appeared Frank  
General Partner in Old Or  
identical person whose s  
and he acknowledged the s  
and deed and the voluntar

Witness my hand and  
last above written.

My Commission expires the

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA } SS  
COUNTY OF DOUGLAS }

On this 12 day of  
Notary Public in and for  
Veris P. Smith  
identical person whose na  
acknowledged the executio  
voluntary act and deed of  
said corporation was ther

Witness my hand and  
year last above written.

My Commission expires the

OF NOTARY

SKA }  
LAS } SS

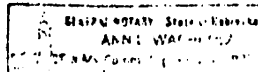
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10 day of MAY, 1982, before me, a Notary Public,  
 appeared Frank R. West, President of Farmlands Enterprises Inc.,  
 in Old Orchard West, who is personally known by me to be the  
 person whose signature is affixed to the dedication on this Plat,  
 and he acknowledged the signing of said dedication to be his voluntary act  
 and deed of Old Orchard West.

My hand and Notarial Seal at Omaha in said County the day and year  
 written.

*Ann L. Warrick*  
 Notary Public

Expires the 4 day of April, 1983.



OF NOTARY

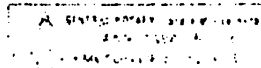
SKA }  
LAS } SS

10 day of May, 1982, before me, the undersigned, a  
 Notary Public in and for said County personally came R. F. [unclear]  
West of Realbanc, Inc. to me personally known to be the  
 person whose name is affixed to the dedication on this plat, and  
 he acknowledged the execution thereof to be his voluntary act and deed and the  
 deed of said corporation and that the Corporate Seal of the  
 corporation was thereto affixed by their authority.

My hand and Notarial Seal at Omaha in said County the day and  
 year written.

*Ann L. Warrick*  
 Notary Public

Expires the 4 day of April, 1983.



## APPROVAL OF OMAHA CITY PLANNING

This plat of Old Orchard West  
 by the City Planning Board on this

## OMAHA CITY COUNCIL ACCEPTANCE

This plat of Old Orchard West  
 by the City Council of Omaha on this

## ATTEST:

City Clerk

## APPROVAL OF DOUGLAS COUNTY SURVEYOR

This plat of Old Orchard West  
 the Office of the Douglas County

## COUNTY TREASURER'S CERTIFICATE

This is to certify that I  
 delinquent against the property  
 and embraced in this plat as shown

Date \_\_\_\_\_

## APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat  
 as to the Design Standards this

I hereby certify that adeq  
 compliance with Title 53 of the

Date \_\_\_\_\_

**POOR INSTRUMENT FILED**

## CITY PLANNING BOARD

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Old Orchard West (Lots 1 thru 5 inclusive) was approved  
Board on this \_\_\_\_ day of \_\_\_\_, 1982.

\_\_\_\_\_  
Chairman of City Planning Board

## ACCEPTANCE

Old Orchard West (Lots 1 thru 5 inclusive) was approved  
of Omaha on this \_\_\_\_ day of \_\_\_\_, 1982.

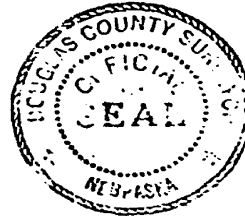
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of Council

## COUNTY SURVEYOR

Old Orchard West (Lots 1 thru 5 inclusive) was approved by  
Douglas County Surveyor on \_\_\_\_ day of \_\_\_\_, 1982.

*John J. Lamberty*  
Douglas County Surveyor



## CERTIFICATE

That I find no regular or special taxes due or  
on the property described in the Surveyor's Certificate  
of plat as shown by the records of this office.

\_\_\_\_\_  
County Treasurer

## ENGINEER OF OMAHA

This plat of Old Orchard West (Lots 1 thru 5 inclusive)  
bears this 10 day of May, 1982.

*Harry D. Hermann*  
City Engineer

That adequate provisions have been made for  
53 of the Omaha Municipal Code.

\_\_\_\_\_  
City Engineer

**POOR INSTRUMENT FILED**

**EXHIBIT A**

OLD ORCHARD W

OMAHA, NEBR.

FINAL PLAT

PROJECT NO. 76074	SCALE 1" = 100'	DATE 4-30-82	DRAWN BY H.R.H.
	SHEET 1 OF 1		

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EXHIBIT "B"Ingress and Egress Easement

An ingress and egress easement located upon parts of Lots 3, 4, and 5, Old Orchard West, a subdivision located in the Southeast one-quarter of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the West right-of-way line of 132nd Street and the South right-of-way line of Montclair Drive; thence S00°10'40"E (assumed bearing), along said West right-of-way line of 132nd Street, a distance of 562.18 feet to the Point of Beginning, which is also the Northeast corner of Lot 3, Old Orchard West; thence continuing S00°10'40"E, along said West right-of-way line of 132nd Street, a distance of 65.00 feet; thence S89°49'20"W, a distance of 220.00 feet; thence N00°10'40"W, a distance of 12.00 feet; thence S89°49'20"W, a distance of 226.81 feet; thence S59°36'18"W, a distance of 2.79 feet; thence S00°10'40"E, a distance of 482.00 feet, to a point on the North right-of-way line of West Center Road; thence N87°52'22"W, along said North right-of-way line of West Center Road, a distance of 65.05 feet; thence N00°10'40"W, a distance of 533.79 feet; thence N89°49'20"E, a distance of 514.22 feet to the Point of Beginning.

88-53,54  
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of 77.00

Book 675  
Page 395  
of 77.00

RECEIVED  
1982 AUG 10 PM 3:46  
C. HAROLD BROWN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

2/2/82