

#22.00

C 15375

Alan Jones
REGISTER OF DEEDS

INST. NO 99

1999 JAN 15 A 11: 55

002950

BLOCK
Block 1
CODE
KIRI
CHECKED
ENTERED
EDITED *X*

AGREEMENT AND COVENANT

Ridge Development Company, a Nebraska Corporation (hereinafter referred to as "Covenantor"), and Lancaster County School District 0001 a/k/a Lincoln Public School District and the Lincoln School District Leasing Corporation, a Nebraska non-profit corporation (hereinafter referred to jointly as "Covenantees"), hereby enter into the following Agreement and Covenant, to-wit:

RECITALS

WHEREAS, the Covenantor is the owner of Lots 1 and Outlots B through K, Block 1, King Ridge 1st Addition, Lincoln, Lancaster County, Nebraska (such lands collectively hereinafter referred to as the "Surrounding Property");

WHEREAS, Covenantee Lancaster County School District 0001 a/k/a Lincoln Public Schools, has purchased from Covenantor Lot 3, and Outlot A, Block 1, King Ridge 1st Addition, Lincoln, Lancaster County, Nebraska, and Covenantee Lincoln School District Leasing Corporation has purchased from Covenantor Lot 2, Block 1, King Ridge 1st Addition, Lincoln, Lancaster County, Nebraska (such lands sometimes collectively hereinafter referred to as the "School Property"), and;

WHEREAS, a portion of the School Property described as Lots 2 and 3, Block 1, King Ridge 1st Addition, abuts Folkways Boulevard by way of a strip of land situated between Outlot F and Outlot G, King Ridge 1st Addition, Lincoln, Lancaster County, Nebraska, more specifically described as a 120 ft. right-of-way lying between Outlots F and G, intersecting at Folkways Boulevard with the entrance road to the Waterbrook Apartment Development to the South, (hereinafter referred to as "Connector Road Right-of-Way").

NOW, THEREFORE, in consideration of the purchase of the School Property by Covenantees, and the foregoing recitals, and as an expressed condition of the purchase price of the School Property by Covenantees:

1. Covenantor, for itself, its successors and assigns, hereby covenants with Covenantees, and their successors, administrators and assigns, that the Surrounding Property, and particularly, Outlot F and Outlot G, Block 1, King Ridge 1st Addition to Lincoln Lancaster County, Nebraska (hereinafter referred to as "Outlots "F" and "G""), as they now exist or may be replated in the future, shall not have any curb cuts on the roadway constructed by the Covenantees in the Connector Road Right-of-Way, and that the neither the Covenantor or Covenantees shall have any set back restrictions on or from the Connector Road Right-of-Way, except that the Covenantor shall construct no vertical building wall on Outlots "F" and "G" within 10 ft. of the Connector Road Right-of-Way.
2. Covenantees agree:
 - a. That the roadway situated in the Connector Road Right-of-Way shall not be built as a public street.
 - b. That Covenantees will not object to or protest any other improvements designed, constructed and/or operated within 10 ft. of the Connector Road Right-of-Way pursuant to a City Of Lincoln use permit.
3. It is understood and agreed between the Covenantor and the Covenantees that this conveyance is made and accepted, and the realty is granted on and subject to the foregoing

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covenant, condition, restriction and reservation, in addition to any such covenants, conditions, restrictions, and reservations which may otherwise exist, which covenant, condition, restriction and reservation shall apply to and run with the School Property and Outlots "F" and "G"; all successive, future owners and occupants of the School Property shall have the same right to invoke and enforce the covenant, condition, restriction and reservation applicable to this conveyance as the original parties of this document.

IN WITNESS WHEREOF, each party to this restrictive covenant has caused it to be executed in Lincoln, Lancaster County, Nebraska, on the dates set forth below.

DATED: 1-12-99

RIDGE DEVELOPMENT COMPANY,
a Nebraska Corporation, COVENANTOR

By: Thomas E. White
Thomas E. White,
President of Development

By: John C. Brager
John C. Brager,
President of Construction

DATED: 1-12-99

LANCASTER COUNTY SCHOOL
DISTRICT 0001 A/K/A LINCOLN
PUBLIC SCHOOLS, COVENANTEE

By: Clifford Dale
Clifford Dale,
Associate Superintendent
for Business Affairs

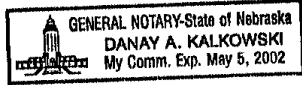
DATED: 1-12-99

LINCOLN SCHOOL DISTRICT
LEASING CORPORATION, A
NEBRASKA NON-PROFIT CORPORATION,
COVENANTEE

By: Clifford Dale
Title: Treasurer

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

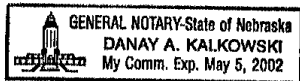
The foregoing was acknowledged before me on this 12 day of January, 1999, by Thomas E. White, President of Development, Ridge Development Company, a Nebraska Corporation, on behalf of the entity.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

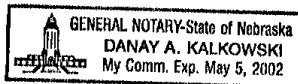
The foregoing was acknowledged before me on this 12 day of January, 1999, by John C. Brager, President of Construction, Ridge Development Company, a Nebraska Corporation, on behalf of the entity.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

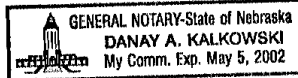
The foregoing was acknowledged before me on this 12 day of January, 1999, by Clifford Dale, Associate Superintendent for Business Affairs, Lancaster County School District 0001 a/k/a Lincoln Public Schools, a Nebraska school district, on behalf of the entity.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing was acknowledged before me on this 12 day of January, 1999, by Clifford Dale, Treasurer, Lincoln School District Leasing Corporation, a Nebraska non-profit corporation, on behalf of the entity.



Danay A. Kalkowski
Notary Public

ATC (DG) 22⁰⁰ NTC pd.