

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 36509

2002 SEP 17 P 1:53

Glenn J. ...
REGISTER OF DEEDS

Counter RJK
Verify RJK
D.E. RJK
Proof SM
Fee \$ 30.00
Ck Cash Cng

SJS

1.62 Return to: Steven D. Johnson, Stinson Morrison Hecker LLP, 1299 Farnam Street, Omaha, NE 68102; (402) 342-1700

PARTIAL TERMINATION OF DECLARATION OF RESTRICTIONS

[Handwritten signature]

This ~~instrument~~ Partial Termination of Declaration of Restrictions is made as of this 25 day of June, 2002 by and among the undersigned (the "Partial Termination").

RECITALS:

WHEREAS, TWIN CREEK L.P., a Nebraska limited partnership, executed a certain Declaration of Restrictions, dated August 31, 1998, recorded in the office of the Register of Deeds of Sarpy County, Nebraska at Instrument No. 98-25172 on or about September 8, 1998 (the "Declaration of Restrictions"); and

WHEREAS, the Declaration of Restrictions originally applied to and affected the following described real estate (hereinafter collectively referred to as the "Twin Creek Lots"):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 15, 16 and 24 TWINCREEK Plaza, a Subdivision, and Lots 1, 2, 3, 4 and 5 TWINCREEK PLAZA, Replat I, all as surveyed, platted, and recorded in Sarpy County, Nebraska; and

WHEREAS, certain Twin Creek Lots have been replatted as follows:

- a. Lot 1 of Twincreek Plaza has been replatted as Lot 1 and a portion of Lot 2, Twincreek Plaza Replat V, all as surveyed, platted and recorded in Sarpy County, Nebraska;
- b. Lot 16 of Twincreek Plaza has been replatted as Lot 2, Twincreek Plaza Replat II and Lot 1 and Lot 2 of Twincreek Plaza Replat IV, all as surveyed, platted and recorded in Sarpy County, Nebraska; and
- c. Lots 3 and 4 of Twincreek Plaza Replat I have been replatted as Lots 1 and 2, Twincreek Plaza Replat III, all as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Twin Creek L.P., a Nebraska limited partnership, is the owner of all of the Twin Creek Lots, except as follows:

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- a. HUI, L.L.C., a Nebraska limited liability company, is the owner of the real property legally described as follows:

Lot 2 Twin creek Plaza, Replat II, as surveyed, platted and recorded in Sarpy County, Nebraska.

- b. Dana-Magid 370, L.L.C., a Nebraska limited liability company, is the owner of the real property legally described as follows:

Lot 1 Twin creek Plaza Replat IV, as surveyed, platted and recorded in Sarpy County, Nebraska.

- c. Great Western Bank, formerly Douglas County Bank & Trust, a Nebraska banking corporation, is the owner of the real property legally described as follows:

Lot 24 Twin creek Plaza, as surveyed, platted and recorded in Sarpy County, Nebraska.

- d. Simmonds Properties, a Nebraska partnership, is the owner of the real property legally described as follows:

Lots 1 and 2 Twin creek Plaza Replat I, as surveyed, platted and recorded in Sarpy County, Nebraska.

- e. Taco Bell Corp., a California corporation, is the owner of the real property legally described as:

Lot 1, Twin creek Plaza Replat III, as surveyed, platted and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Termination of Restrictions Affecting Lot 2. Pursuant to the right of termination contained in Paragraph 3.e of the Declaration of Restrictions, the undersigned hereby release and terminate the Declaration of Restrictions insofar as it affects any part of the real estate (the "Released Property") legally described as follows:

Lot 2, Twin creek Plaza Replat V, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

The Declaration of Restrictions shall continue in full force and effect with respect to Lot 1, Twin creek Plaza Replat V, as surveyed, platted and recorded in Sarpy County, Nebraska.

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2. Consents Required. As provided in Paragraph 3.e of the Declaration of Restrictions, the owners of at least ninety percent (90%) of the Twin Creek Lots must consent to a termination of the Declaration of Restrictions with respect to a particular lot.

 3. Terms Binding. ^{Notwithstanding anything to the contrary in Section 2 herein-} ~~in the event less than ninety percent (90%) of owners of the~~ ^{Partial} Twin Creek Lots sign this ~~Termination of Declaration,~~ ^{Partial} those owners that do sign this ~~Declaration~~ ^{Partial} agree that this ~~Termination of Restrictions~~ shall be binding as to them and their successors and assigns and they, for themselves and their respective successors and assigns hereby waive any right they may have to enforce the Declaration of Restrictions against the Released Property.

4. Other Terms Unchanged. All other terms and provisions of the Declaration of Restrictions, including the rights of the undersigned to further modify or terminate the restrictions contained herein, shall remain unchanged.

5. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Recordation. This instrument shall be recorded in the office of the Register of Deeds of Sarpy County, Nebraska.

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TACO BELL CORP.,
a California corporation

By: *Christine C. Marshall*
~~It~~ Christine C. Marshall, Attorney-In-Fact

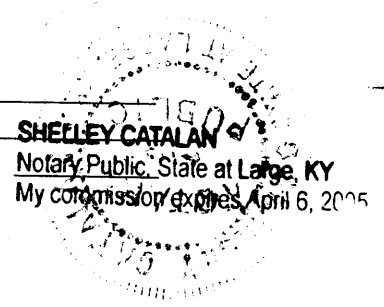
COMMONWEALTH OF KENTUCKY
~~STATE OF~~ _____)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me, the undersigned Notary Public, in and for said ~~County and~~ State, on this 21st day of June, 2002, by Christine C. Marshall as Attorney-In-Fact of TACO BELL CORP., a California corporation, for and on behalf of the company.

WITNESS my hand and notarial seal the day above written.

Shelley Catalan

Notary Public for _____ **SHELLEY CATALAN**
My Commission expires: Notary Public, State at Large, KY
My commission expires April 6, 2005



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