



Return (16)

FIRST NATIONAL BUSINESS PARK
DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of December 21, 1994 by First National Bank of Omaha ("Declarant"), a national banking association.

RECITALS:

- (A) Declarant desires to establish for the mutual benefit of the Owners, certain rights and easements in the property located within the First National Business Park.
- (B) Declarant currently owns the entire tract of real property described in Exhibit A attached hereto (hereinafter referred to as "First National Business Park" or "Premises") which Declarant has caused to be subdivided into eight (8) lots and other outlots.
- (C) Declarant wishes to establish a general plan for development of the First National Business Park and a plan for ownership and use of certain portions of the area.
- (D) Declarant desires to establish minimum building and development standards consistent with a first class office park.

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions and restrictions on the Premises, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Owners of any portion of the Premises, their respective heirs, legal representatives, successors and assigns, and any mortgagees.

(1) **Definitions.** The following words and phrases shall have the following meanings:

(a) **"Mixed Use Agreement"** means that certain Mixed Use District Development Agreement entered into between the City of Omaha and Declarant as of , 1994 which includes, without limitation, use, density and other requirements for the First National Business Park. Terms not defined in this Agreement shall have the same meaning as those in the Mixed Use Agreement.

RECEIVED
JAN 11 3 33 PM '95
GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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(b) "Owner" means each person, partnership, corporation, limited liability company or other entity now or hereafter holding fee title to any Parcel.

(c) "First National Business Park" shall have the meaning given to such term in Recital A of this Declaration.

(d) "Parcel" means any legal lot duly subdivided within the Premises.

(2) *Use Restrictions.* (a) All uses must conform to the Mixed Use District Development Agreement attached hereto as Exhibit "B," and any subsequent amendments thereto, and all other applicable zoning regulations. Retail banking facility uses are permitted only on Lot 1.

(b) In accordance with Section 4.2 of the Mixed Use Development Agreement, total gross building areas within the First National Business Park may not exceed 1,400,000 square feet without preparation of an updated Traffic Impact Study. For purposes of this 1,400,000 square foot limitation, each lot is hereby allocated the following maximum gross building square footage areas:

LOT #	SQUARE FOOTAGE
1.	45,000
2.	685,000
3.	190,000
4.	60,000
5.	215,000
6.	12,500
7.	12,500
8.	180,000
Total	<u>1,400,000</u>

Prior to any lot owner requesting a building permit, which would result in exceeding the above allocation, such owner shall either (1) transfer necessary gross building square footage from another lot in accordance with Section 2.2.4 of the Mixed Use District Development Agreement, or (2) establish a new upper limit of total gross building area for the First National Business Park in accordance with the provisions of Section 4.2 of the Mixed Use District Development Agreement.

(c) All Owners must use their property in a manner consistent with a first class office park environment. No uses producing nuisances, objectionable conditions, trash, weeds, or activities which impair the use or value of other properties will be permitted.

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(d) Prior to building construction, Owners must install and maintain temporary landscaping on their lots and adjacent street rights-of-way. Such landscaping must be sufficient to present a neat and attractive appearance consistent with a first class office park setting. Owners will maintain such landscaping, including mowing and trimming lawns, and proper care of trees and shrubs. Maintenance of adjacent street rights-of-way and required building setback areas will be done at regular intervals consistent with permanent landscaping maintenance schedules.

(3) **Temporary Construction Easements.** Each Owner hereby grants and creates a temporary construction easement to the respective Owners (which term, for the purposes of this section, includes Owner's employees and invitees) of each Parcel to use so much of any Parcel as may be necessary, consistent with sound construction practice, during and in connection with the initial construction of the buildings to be constructed on any such parcel. The use by any Owner of such temporary construction easement shall be subject to the prior written approval of, and ongoing regulation by, the other Owners. Such approval shall not be unreasonably withheld or delayed and such regulation shall be reasonable; provided, however, the size and scope of such easement shall be designed, and the use of the easement shall be effected, in a manner that minimizes any interference with the use and enjoyment by the Owner of the affected Parcel and provided further that the duration of such easement shall not extend beyond the period of time reasonably required to effect the construction, subject to delays for causes beyond the constructing Owner's control. Any material damage to the affected Parcel caused by such construction shall be promptly repaired or restored at the expense of the constructing Owner. The foregoing temporary construction easement shall be deemed automatically terminated with respect to any parcel at the time a certificate of occupancy is issued for the building.

(4) **Property Owners Association.** (a) A Property Owners Association ("Association") shall be formed for the purposes of:

- (i) Owning, improving, and maintaining Outlots 1 and 2, and
- (ii) Accepting the dedication of use easements on other lots for the general benefit of all Owners (Common Areas) and improving and maintaining such Common Areas.

(b) The Owner of each lot, now or hereafter created, except for outlots, shall be a member of the Association. Membership automatically transfers on the sale or other conveyance of any lot. Membership shall be automatically adjusted on the sale or conveyance of any part of the lot.

(c) Voting rights of each member will be determined by that Owner's prorata share of the total net acreage of buildable lots in the Business Park, excluding outlots.

Each Owner will have one (1) vote for each full acre of lot area owned. In accordance with the original Final Plat of the First National Business Park dated _____, initial voting shares would be:

Lot 1	1 Vote
Lot 2	25 Votes
Lot 3	7 Votes
Lot 4	2 Votes
Lot 5	8 Votes
Lot 6	1 Vote
Lot 7	1 Vote
Lot 8	<u>7 Votes</u>

52 Total Votes

(d) Except as otherwise provided, actions of the Association will require a simple majority of the votes.

(e) The Association will accept full ownership and control of Outlots 1 and 2, and will maintain them in proper condition. Damage or destruction of any improvements to these outlots will be repaired and restored by the Association.

(f) The Association will carry sufficient amounts of property damage, liability, and other types of insurance for the benefit of protecting itself and its members.

(g) If the Owner of any lot fails to maintain the lot in accordance with these Covenants, then the Association may enter the property and do so after notice to that Owner.

(h) The Association may incur reasonable expenses in the course of conducting its purposes.

(i) The Association shall, from time to time, assess its members to pay for the cost of its operations. Costs incurred as a result of item 3(g) above, shall be assessed directly to that Owner. Outlot and Common Area improvement costs, regular operating costs, and other expenses shall be assessed to the members in accordance with each Owner's net prorata share of the total net acreage of buildable lots in the Business Park, excluding outlots. In accordance with the original Final Plat of the First National Business Park dated _____, expenses would be allocated as follows:

Lot 1	3.25%
Lot 2	46.1%
Lot 3	13.56%
Lot 4	4.52%

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Lot 5	15.2%
Lot 6	2.35%
Lot 7	2.35%
Lot 8	12.67%

(j) Past due assessments will be charged interest at the rate of First National Bank of Omaha's regional prime plus four percent (4%), and late charges not to exceed ten percent (10%), as determined by the Association Board.

(k) The Association may suspend the voting rights of any Owner owing past due assessments or charges.

(l) The Association may place and foreclose a lien on any of the lots for past due assessments, interest, late charges, and reasonable attorney fees.

(5) *Design Regulations and Performance Standards.* (a) All Structures will be designed and built so as to present an appearance on all sides consistent with that of a first-class office park. Exterior materials of any building (including parking structures) shall consist of brick, marble, granite or other natural stone, architectural concrete, glass, or any combination of these.

(b) Height limits, required minimum building set-backs, and other basic development standards, as established by these Covenants, are shown in the Site Development Standards, which are attached hereto as Exhibit "C."

(c) The Owner of each building will make provisions for adequate off-street parking to serve the building. Such parking may be in the form of hard-surfaced parking lots or parking structures. No on-street parking will be permitted. Minimum off-street parking requirements are shown on the attached Site Development Standards.

(d) All loading areas, docks, antennae, and exterior mechanical equipment, including roof-top equipment, must be screened when viewed from adjacent streets, and/or at ground level along an adjacent Owner's lot lines. Such screening will consist of permitted building materials and/or landscaping.

(e) Immediately upon completion of any building construction, or at the next available planting season, the lot Owner will install and maintain permanent landscaping. Such landscaping will consist of plant materials, paving materials, ground cover, and other landscape features consistent with the overall development theme of the Business Park. All permanent landscaping will include automatic underground irrigation systems sufficient to support the living plant materials used.

(f) Permanent landscaping must provide a minimum of fifteen (15) feet of landscaped area along any street frontage, excluding entrance and exit drives, and a

minimum of five percent (5%) of landscaped area inside the boundaries of any surface parking lot.

(h) A lot Owner may install a sign or signs identifying the building and/or the businesses occupying the building. An Owner may allocate each lot's sign budget, as established by the attached Mixed Use District Development Agreement ("Exhibit B"), to the various types of signs permitted therein.

(i) No outdoor advertising signs or billboards, no walking or message signs (other than time and temperature, where electronic signs are permitted) and no signs incorporating flashing, pulsating, or rotating lights will be permitted.

(j) Owners will install sufficient exterior lighting so as to properly illuminate drives, sidewalks, and parking areas. No exterior lighting shall be placed so as to be directed or reflected on any adjoining lot.

(k) No Owner will permit trash or debris to accumulate. All trash and debris must be placed in proper receptacles emptied at regular intervals and screened from public streets and adjoining lots.

(l) All utilities and transmission lines of any type must be installed underground.

(6) **Architectural Control Committee.** (a) There is hereby established an Architectural Control Committee (Committee) which shall consist of three (3) members, the Owners of Lots 2, 3, and 5. Each Owner will designate in writing, their respective representative.

(b) No Owner of any lot, including outlots, shall permit site preparation, grading, landscaping, or construction of any type (other than interior building renovation) or installation of any improvement or sign without first submitting plans for such work to the Committee and obtaining its approval.

(c) In addition to the Design Regulations and Performance Standards contained in Section 4, by majority vote the Committee may, from time to time, establish additional or supplemental criteria or more restrictive standards regulating development of the lots in the Business Park.

(d) The Committee shall establish reasonable procedures and requirements for the submission of plans and specifications for its consideration. The Committee shall establish reasonable periods for its consideration and response to plans submitted for approval.

(e) The Committee may retain the services of outside experts to assist in ~~establishing building and landscaping standards and in its review of plans and specifications.~~

(f) The Committee may charge reasonable fees for its review of plans and specifications.

(g) Approval of properly submitted plans and specifications by the Committee requires the affirmative vote of two (2) of its three (3) representatives. So long as First National Bank of Omaha, or a related or subsidiary corporation, is the Owner of Lot 2, or occupies eighty-five percent (85 %) of the net floor space of all buildings located on Lot 2, then the Committee's approval shall only be effective upon the consent of the Lot 2 representative.

(h) The Committee may grant reasonable exceptions to the Design Regulations and Performance Standards contained in Section 4 during periods of building construction or reconstruction.

(i) The Committee may grant waivers to the Design Regulations and Performance Standards contained in Section 4 upon unanimous vote of its representatives.

(7) **Maintenance.** (a) Each Owner shall maintain its Parcel in good and clean condition and repair, such maintenance to include, but not be limited to, the following:

(i) maintaining the surface of the roadways, parking areas and sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(ii) removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent necessary to keep the area in a clean and orderly condition;

(iii) placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines;

(iv) repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required;

(v) maintaining all landscaped areas and making replacement of shrubs and other landscaping as is necessary; and

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(vi) maintaining all perimeter walls in a good condition and state of repair.

(b) If an Owner sells its Parcel, or any portion thereof, then, after the date of such sale, the selling Owner shall have no further obligation under this Section 7 with respect to such Parcel or portion thereof sold; provided, however, the selling Owner shall remain liable for obligations incurred prior to such sale.

(8) **Indemnification.** Each Owner shall indemnify and hold all other Owners harmless from any and all liability, damage or expense in connection with any cause of action, lawsuit, claim or judgment arising from personal injury, death or property damage arising out of the use of the Parcel owned by such Owner, unless caused by the negligence or intentional act of such other Owner or its employees, agents or invitees.

(9) **Obligation To Rebuild or Raze.** In the event that any building on the Premises shall be damaged or destroyed (partially or totally) by fire, the elements or any other casualty, the Owner of such building shall, at its expense, within a reasonable time after such destruction, and with due diligence repair, rebuild and restore the same as nearly as practical to the condition existing just prior to such damage or destruction, or, alternatively, if such building is totally destroyed, the Owner of such building shall be required to clear, clean and raze the damaged building and either landscape or pave the damaged area. The Owner of such damaged or destroyed building shall have the right to make reasonable alterations as part of the reconstruction.

(10) **Remedies.** If an Owner defaults in any of its obligations or covenants hereunder, any other Owner or any mortgagee holding a first lien against any of the Parcels in the Premises (a "First Mortgagee") shall be entitled to enforce this Declaration by all remedies available at law or in equity, including, but not limited to, seeking an injunction and maintaining an action for damages.

(11) **Amendments.** These covenants can only be amended by the Property Owners Association upon a two-thirds (2/3) majority of the votes entitled to be cast at that time.

(12) **Enforcement.** Any member in good standing of the Property Owners Association may bring an action to enforce any provision of these covenants. If an Owner defaults in any of its obligations or covenants hereunder, any other Owner or any mortgagee holding a first lien against any of the Parcels in the Premises (a "First Mortgagee") shall be entitled to enforce this Declaration by all remedies available at law or in equity, including, but not limited to, seeking an injunction and maintaining an action for damages.

(13) **Term.** These easements, covenants, conditions and restrictions shall run with the legal and equitable title to the Parcels for an initial period of twenty (20) years

and shall automatically extend for successive ten (10) year periods unless a majority of the voters in Section 4(c) above record a notice of such termination in the Douglas County Public Records on or before 180 days prior to the end of the initial twenty (20) year period or 180 days prior to the end of any ten (10) year extension period.

(14) *Dedication.* Nothing contained in this Declaration shall be deemed to create a gift of all or any portion of the Premises to the general public or as a dedication for public use or public purpose, it being the intention of each Owner that this Declaration shall be for the exclusive benefit of the Premises, or any portion thereof, the Owner and its mortgagees; provided, however, that dedication shall be made by an Owner for any public rights of way, utilities or other public improvements deemed necessary by the City of Omaha to serve the Premises as contemplated by the Mixed Use District Development Agreement.

(15) *No Waiver.* The failure of the Owner or First Mortgagee of any Owner to enforce the covenants, conditions and restrictions of this Declaration for any period of time or at any time shall not be construed or deemed to be a waiver of any such covenants, conditions or restrictions, and nothing herein contained, or anything done (except an express written waiver signed by the party against whom enforcement of the waiver is sought) or admitted to be done by the Owner or First Mortgagee pursuant to this Declaration or the laws of the state where the Premises are located, shall be construed or deemed to constitute a waiver, and such Owner or First Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by the other Owner obligated hereunder. An enforcement of any right or remedy hereunder by the Owner, either prior to, simultaneously with or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

(16) *Notices.* All notices required or permitted to be delivered under this Declaration shall be made in writing and delivered to an Owner at the official notice address or addresses established by that Owner. The present address of Declarant for receipt of notices is 114th and Dodge, Omaha, NE 68154, Attention: Robert Horak. Each Owner may, by notice to all other Owners, establish its official notice address or addresses and may, by subsequent notice, change same from time to time. If an Owner fails to establish an official notice address, its notice address shall be the address to which the real property tax bills for the Owner's Parcel are sent as listed in the county tax assessor's office. Notices shall be sent by United States mail or by nationally utilized overnight delivery service, postage prepaid and return receipt requested. Notices shall be deemed given on the date upon which delivery is received or refused, as the case may be, as indicated on the return receipt.

(17) *Severability.* If any easement, covenant, condition or restriction contained herein, or application thereof to any entity, person or circumstance, is held to be invalid or void by any court of competent jurisdiction, such invalidity shall in no way affect the

remainder of such easements, covenants, conditions or restrictions to other entities, persons or circumstances.

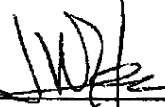
(18) *Interpretation.* In the event the covenants, conditions and restrictions contained in this Declaration address or fail to address issues also addressed by applicable laws, regulations or ordinances, the more restrictive shall apply.

(19) *Successors and Assigns.* The easements, covenants, conditions and restrictions contained in this Declaration shall be binding upon and inure to the benefit of each Owner and its heirs, executors, administrators, successors and assigns.

(20) *Headings.* The headings used in this Declaration are for convenience and reference only and shall not be deemed to expand or limit the meaning of this Declaration.

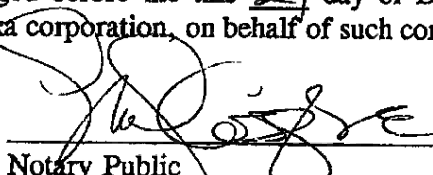
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

FIRST NATIONAL BANK OF OMAHA,
a national banking association

By: 

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21 day of December, 1994, by First National Bank of Omaha, a Nebraska corporation, on behalf of such corporation.


Notary Public

My Commission expires:

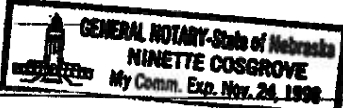
 NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7, and 8 and Outlots 1 and 2, all in FIRST NATIONAL BUSINESS PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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MIXED USE DISTRICT DEVELOPMENT AGREEMENT

This Mixed Use District Development Agreement made pursuant to Provisions of the Zoning Ordinances of the Village of Boys Town, made and entered into this 13th day of December, 1994, by and between the Village of Boys Town, Nebraska (Village), and First National Bank of Omaha and its successors and assigns (Developer).

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real estate described on the attached Exhibit "A," which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of the Mixed Use District Provisions of the Village Zoning Ordinances for the development of a project including general office developments, limited commercial uses and related outlots to be known as First National Business Park (Project), and

WHEREAS, in accordance with the requirements of the Village Code, the Developer has presented a Development Plan to the Village; and

WHEREAS, Village, in the interest of maintaining the public, health, safety and welfare, desires to assure that such development is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the Village and

WHEREAS, the Developer is willing to commit itself to the development of a project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the development and therefore considers this Agreement to be in its best interests; and

WHEREAS, the Village and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the development and the Mixed Use District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

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2.2 It is intended that this plan be a general schematic of the development. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developers to alter the size or location of the buildings or support services. The Developer reserves the right to modify the Development Plan provided that such modifications do not violate any provisions of the Village Zoning Ordinance and the Village agrees that any and all of such modifications shall not constitute a violation of Section 2.1 of this Agreement:

2.2.1 So long as the Site Development Regulations are not violated, Developer may alter the number of buildings and/or the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot.

2.2.2 As long as the Site Development Regulations are not violated, Developer may reduce or increase the number of buildings or lots as shown on the Development Plan by revising, combining or splitting lots. The Village shall, by administrative subdivision, grant any such lot splits, revisions or combinations as are necessary to carry out Developers Plan. If because of the requirements of law it is necessary to replat all or any portion of the project, the Village agrees to accommodate such replatting as expeditiously as possible.

2.2.3 As long as the Site Development Regulations are not violated and with the approval of the designated administrative official of the Village (not to be unreasonably withheld), the Developer may alter the location and design of any off-street parking areas or structures shown on any lot or area within the Development Plan so long as such alteration does not exceed the Maximum Impervious Coverage Ratio or the Minimum Off-Street Parking Ratio of any lot as set forth in the Site Development Regulations and conforms to the Minimum Landscaping Requirements.

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4.2 Recognizing that the September, 1994, Traffic Impact Study for the Project provides that to maintain a minimum level of traffic service "D" for the First National Business Park study area, a maximum of 1,400,000 square feet of gross building area may be developed on the property, Developer agrees that the Village may withhold the issuance of any building permit when the issuance of such building permit will cause the total square footage of Gross Building Area for all buildings within the Project to exceed the 1,400,000 square foot limitation. At that time, as a condition of obtaining the issuance of additional building permits, Developer agrees to cause Sanitary and Improvement District 396 of Douglas County, Nebraska ("District") to cause the Traffic Impact Study of September, 1994, to be updated or if District has been annexed, Developer will update the Traffic Study to reflect the current traffic conditions and additional development planned for the District. The updated Traffic Impact Study shall identify any road improvements necessary to accommodate such additional development and/or set a new upper limit of total Gross Building Area for all buildings which shall supersede and replace the 1,400,000 square foot of Gross Building Area limit herein, which new upper limit will not be exceeded without an additional Traffic Impact Study. This process may repeat as many times as necessary. If any Traffic Impact Study, as updated, shows the need for roadway improvements on streets then under the jurisdiction of the Village or any City, Developer agrees to participate with the Village or City in an equitable pro-rata sharing of the cost of such roadway improvements, the amount of such participation to be mutually agreed upon between the Developer and the Village or City at that time. Village and Developer understand and agree that the Boys Town Retained 70 Acres ("Retained 70 Acres") are to have a build out entitlement of 1,130,000 square feet. Any Traffic Impact Study performed in respect to the First National Business Park shall include the Boys Town Retained 70 Acres of 1,130,000 square feet of Gross Building Space of the type assumed therefor in the September Study and shall reflect a level of traffic service therefor of not less than "D."

- 8.3 Village agrees to issue each building permit as expeditiously as possible and to grant individual occupancy permits on Tenant spaces as construction is completed, in accordance with local codes. But no such permit shall be issued unless work on portions of such buildings has advanced to a point that the individuals using the portions of the building for which their certificate of occupancy is to be issued will not be endangered by construction in progress and the building is safe for those to be occupied.
- 8.4 The designated administrative official of the Village shall have the authority to administer this Agreement on behalf of the Village and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. However, such official shall have no authority to otherwise amend this Agreement unless requested by the Developer and/or its successors and assigns.
- 8.5 Except as outlined above in Section 2, all substantial amendments to this Agreement shall require the approval of the Village and the Developers or their successors. This provision shall not abrogate any legal remedies available to the Village. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- 8.6 The provisions of this Agreement shall run with the land in favor of and for the benefit of the Village and shall be binding upon the present and all successor owners of the real estate described on the attached Exhibit "A."


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VILLAGE OF BOYS TOWN

Chairman of Board of Trustees Date

FIRST NATIONAL BANK OF OMAHA,
A Banking Association,

EVI _____ Date _____


VILLAGE ATTORNEY

ATTEST:

CITY OF OMAHA

City Clerk

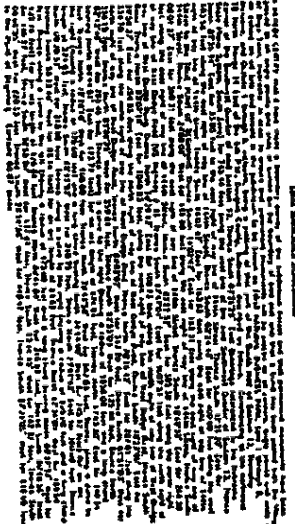
By: _____ Date _____
City Mayor

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

MCN/PHMP Mixed Use Dev. Agmt.

LOTS 1 THROUGH 8, INCLUSIVE, AND OUTLOTS 1 THROUGH 5, INCLUSIVE, BEING A PLATTING OF PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

[illegible]

Study of Resonance }
 Chemistry of Benzene } 10

OSCAR JOSEPH L. AMIEL
 His job at Bell Telephone Research Corp. was rewarded by the
 company's "Employee of the Year" award.

OSCAR JOSEPH L. AMIEL
 His job at Bell Telephone Research Corp. was rewarded by the
 company's "Employee of the Year" award.

Charles Lindbergh's Little Girl
 long to be GERTIE's but it long to register as present being due to
 a misprint upon the present address in the letter's
 address and entered it the year on time for her name
 her name had a name day at the time of the year

— 14 —

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ATTENTION OF THE UNITED STATES DEPARTMENT OF THE ARMY, WASHINGTON

I HEREBY CERTIFY THAT THE ABOVE NAMED PERSON IS A MEMBER OF THE
SOCIETY OF SOUTHERN LEADERSHIP CONFERENCE AND HAS BEEN ACTIVE IN
THEIR ACTIVITIES SINCE _____ DAY OF _____ 19____.

Signed _____
Special Agent

ATTENTION: DO NOT WRITE BEYOND THIS LINE

Line paid at bank on _____ and received by the
Payee's Certificate of the bank at _____ this
_____ day of _____, 19____.

Signature, Money Paying Committee

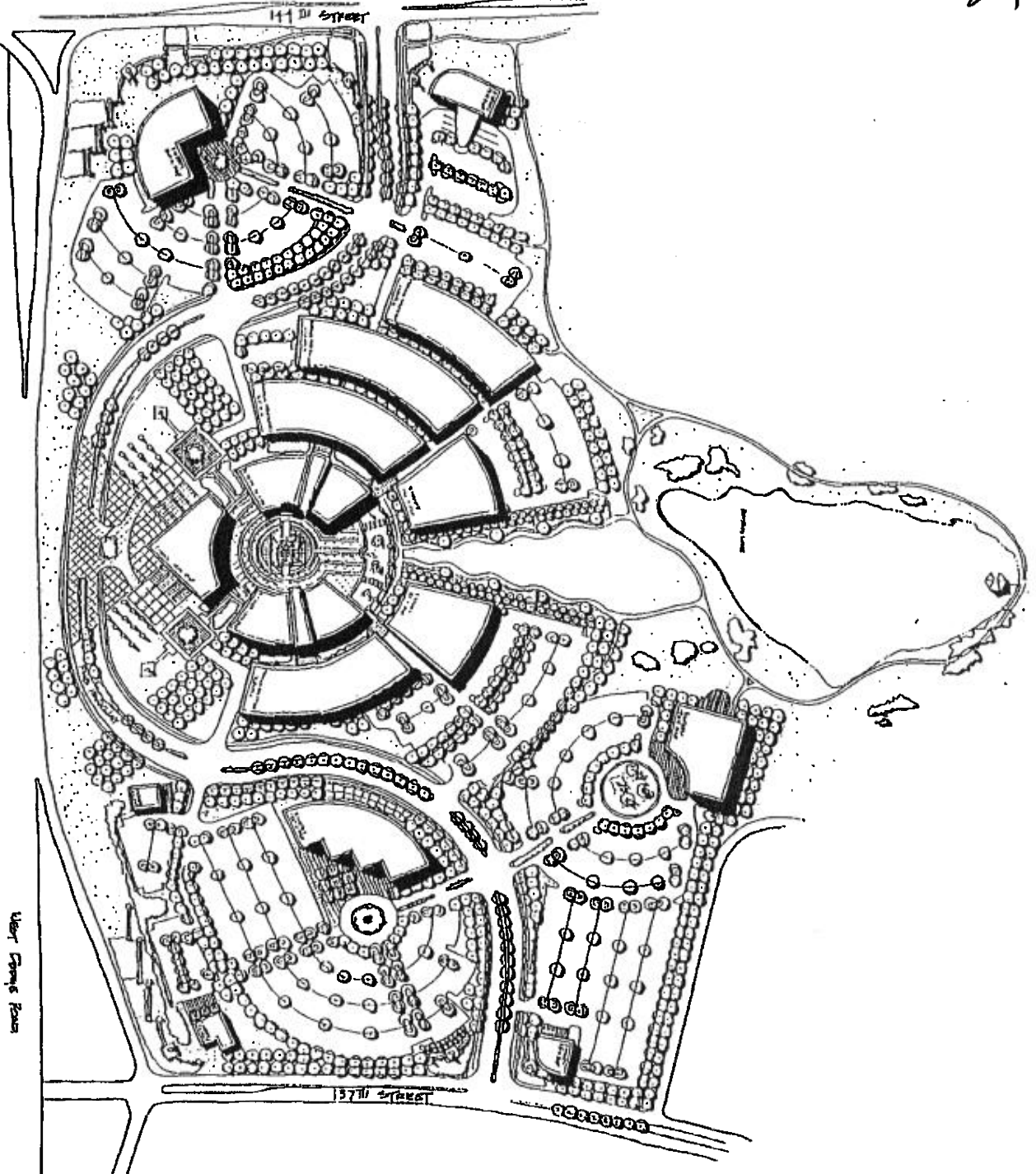
SECTION OF THE UNITED STATES

This act of Great Britain's products sold are reported and
entirely by the United States in the form of Great Britain as a
day of _____ 18 ____

Reported _____

Stamp Date _____

MIXED USE
DISTRICT DEVELOPMENT AGREEMENT
EXHIBIT "B"



MIXED USE
DISTRICT DEVELOPMENT AGREEMENT
EXHIBIT "B"

First National Business Park ■ Master Plan

Omaha, Nebraska

EDAW-HRV 8-26-94

West Street River

Site Development Regulations

Lot Number	Size		No. of (1) Buildings	Max. Bldg. Ht. (Feet)	Total Gross Bldg. (1) Area (Sq. Ft.)		Maximum F.A.R.	Minimum F.A.R.
	Acres	Square Feet			Minimum	Maximum		
1	1.8	78,405	1-2	60	10,000	45,000	.574	.128
2	25.5	1,110,780	2-5	100	500,000	900,000	.810	.450
3	7.5	326,700	1-3	100	125,000	215,000	.658	.383
4	2.5	108,900	1	75	25,000	70,000	.643	.230
5	8.41	366,340	1-3	100	140,000	240,000	.655	.383
6	1.3	56,630	1	35	5,000	10,000	.177	.088
7	1.3	56,630	1	35	5,000	10,000	.177	.088
8	7.01	305,355	1-3	100	115,000	200,000	.655	.377
Outlot 1	13.61	592,850	-	-	-	-	-	-
Outlot 2	.89	38,770	-	-	-	-	-	-
Cumulative Total:	69.82	3,041,360	9-19	-	920,000	1,690,000	.555	.302

Lot Number	Maximum Impervious Coverage Ratio	Minimum (2) Off-Street Parking Ratio	Minimum Building Setbacks (Ft.) (3)	
			Public Rights of-Way	Other Lot Lines
1	85%	(4)	35	10
2	80%	1/350 G.S.F.	50	35
3	85%	1/350 G.S.F.	50	35
4	85%	1/350 G.S.F.	35	10
5	85%	1/350 G.S.F.	50	35
6	75%	(4)	35	10
7	75%	(4)	35	10
8	85%	1/350 G.S.F.	50	35
Outlot 1	10%	-	-	-
Outlot 2	20%	-	-	-

Notes:

- (1) Includes primary use buildings only. Does not include above grade parking structures, which may be in addition to these requirements/restrictions.
- (2) May be accounted for in surface parking lots, in-building parking, parking structures, or any combination of these.
- (3) Applies to primary use buildings only. Set-back requirements for above-grade parking structures, or above-grade portions of parking structures, shall be one-half (1/2) of these amounts. There are no set-back requirements for below-grade or below-grade portions of parking structures.
- (4) Depending upon use (i.e. office, restaurant, or bank) minimum parking requirement will be the same as that required in local zoning ordinances for such use as of the date of this Agreement.

Minimum Landscaping Standards

26

1. All landscaping will be in general conformance with the First National Business Park development plan and the Zoning Regulations of the Village.
2. Landscaping will consist of plant materials, paving materials, ground cover, and other appropriate landscape features.
3. Detailed landscaping plans for each building to be developed must be submitted and approved by the designated Administrative Official prior to issuance of a building permit for such building.
4. Property abutting any street right-of-way, except for West Dodge Road and its entrance and exit ramps and 144th Street, shall be landscaped to a minimum depth of 15 feet.
5. Medians exceeding 10 feet in width in any public street, parking lot, or entrance drive shall be landscaped. Such landscaping must be approved by the designated Administrative Official prior to installation.
6. All landscaped areas, including Outlots and public street rights-of-way, will be installed and maintained by Developer or its successors and assigns, and neither the District nor the Village nor any City will be required or obligated to maintain such areas.

MCW/H
Exhibit "D" FNBP Min Landscaping Standards.

24
27
EXHIBIT "E"

First National Business Park

Sign Regulations and Budget

SECTION 1. PERMITTED SIGN TYPES.

- 1.1 Permitted signs in the First National Business Park are restricted to flags, business center identification, directional, electronic information, ground/monument, owner identification, Business Park identification, and wall type signs.

SECTION 2. BUSINESS PARK IDENTIFICATION SIGNS.

- 2.1 The developer of the First National Business Park will be permitted to erect up to seven (7) Business Park identification signs located as shown on the Plan attached as Attachment 1. All such signs will be either ground or wall signs. No single sign will exceed 150 square feet in area and the cumulative total of all such signs will not exceed 750 square feet in area. All such signs will be set back a minimum of ten (10) feet from street rights-of-way and will not exceed six (6) feet in height from the bottom of the sign panel for ground signs. In the case of wall signs located on retaining walls, such signs shall not exceed the height of the wall. These signs will be in addition to permitted signs on individual lots. These signs will be limited to the name of the Business Park only.

SECTION 3. SIGN BUDGET.

- 3.1 A sign budget for individual lots within the First National Business Park is attached hereto as Attachment 2. The permitted sign area for each lot is based upon size of each lot in relation to the total net lot area in the Business Park. The total sign budget for the Business Park is 6,540 square feet. The owner of each lot may allocate its pro-rata share of this sign budget for each lot between and among the various permitted sign types, and between and among separate structures located or to be located on each lot.

28

Directional and information signs within parking lots, parking structures, and outlots that do not exceed four (4) square feet per sign face in size, and Business Park identification signs are exempt from the sign budget.

SECTION 4. TRANSFER OF SIGN BUDGET.

- 4.1 Transfer of any permitted maximum Gross Building Area between lots, made in accordance with Section 2.2.4 of this Agreement, may also permit transfer of a corresponding portion of each lot's sign budget.
- 4.2 In addition, up to 10% of the sign budget for any lot may be transferred to any other lot, on a square foot to square foot basis, by written notice from each lot owner identifying and describing the lots involved and the square footage of increase and corresponding decrease in each lot's sign budget.

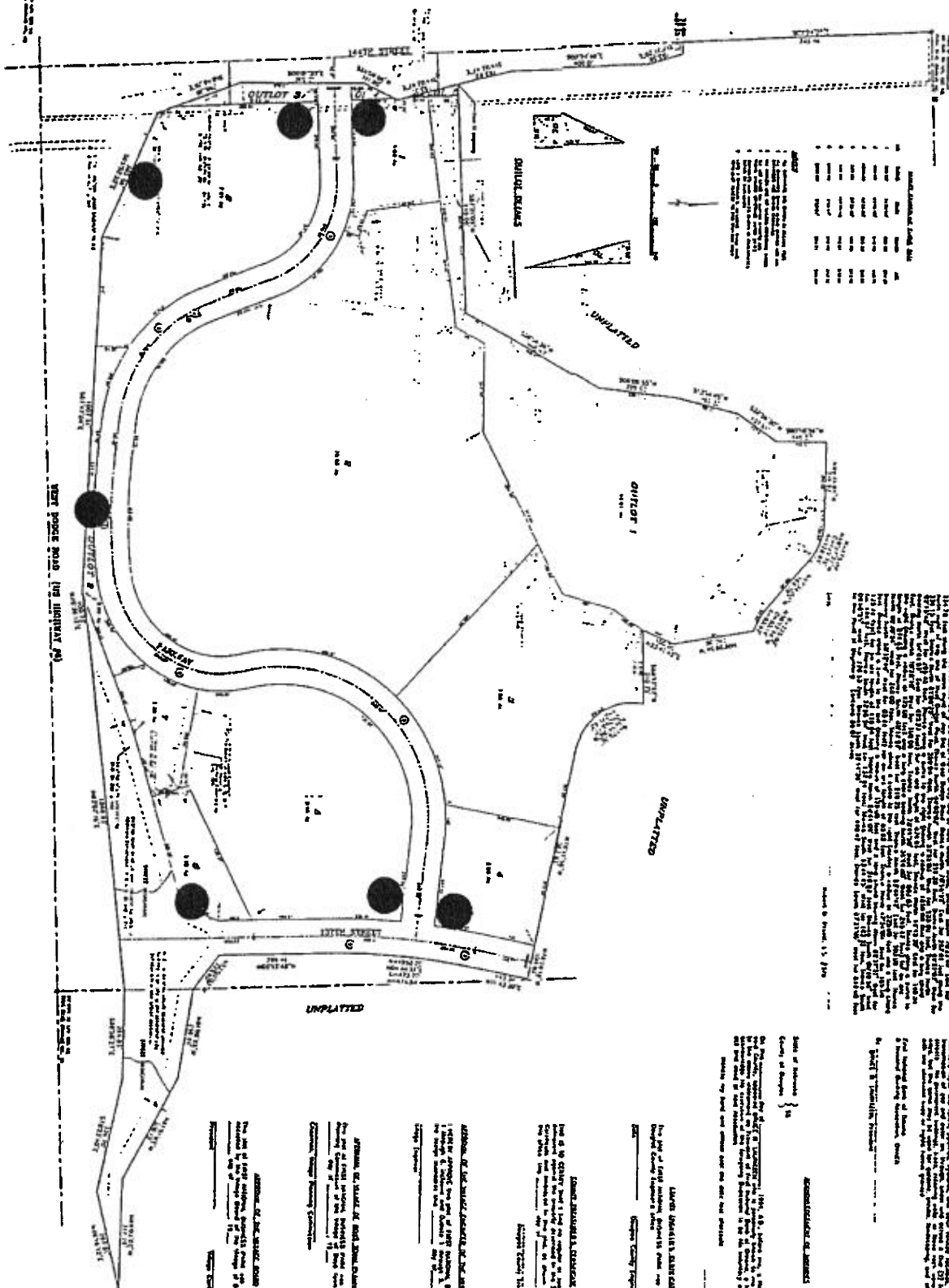
SECTION 5. HEIGHT, SET-BACK, AND AUXILIARY REGULATORS.

- 5.1 Except as otherwise provided in this Sign Regulation and Budget, the maximum height, required minimum set-backs, and auxiliary design elements, including types of permitted illumination, for any sign shall be governed by the requirements of the local jurisdiction exercising zoning authority as applied in the following manner:
 - a. For lots 1, 6, and 7, the regulations for community commercial zoning shall apply, except that wall signs may be erected to the height of the wall.
 - b. For lots 2, 3, 4, 5, 8, and Outlots 1 and 2, the regulations for general office zoning shall apply.
 - c. Ground/monument signs will not exceed 8 feet in height.
 - d. Directional signs shall not exceed 3.5 feet in height.
 - e. Electronic information signs shall be limited to time and temperature only.

29
f, Flags shall be limited to countries, governmental entities, corporate logo, or decorative with no advertising.

SECTION 6. APPLICATION PROCEDURES.

- 6.1 All signs will be installed subject to a sign permit from the jurisdiction exercising zoning authority. Unless specifically provided for in this Sign Regulation and Budget, all other sign provisions and regulations of such local jurisdiction in effect at the date hereof will apply.

[illegible]

1942-43, 1943-44, 1944-45, 1945-46, 1946-47, 1947-48, 1948-49, 1949-50, 1950-51, 1951-52, 1952-53, 1953-54, 1954-55, 1955-56, 1956-57, 1957-58, 1958-59, 1959-60, 1960-61, 1961-62, 1962-63, 1963-64, 1964-65, 1965-66, 1966-67, 1967-68, 1968-69, 1969-70, 1970-71, 1971-72, 1972-73, 1973-74, 1974-75, 1975-76, 1976-77, 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, 2031-32, 2032-33, 2033-34, 2034-35, 2035-36, 2036-37, 2037-38, 2038-39, 2039-40, 2040-41, 2041-42, 2042-43, 2043-44, 2044-45, 2045-46, 2046-47, 2047-48, 2048-49, 2049-50, 2050-51, 2051-52, 2052-53, 2053-54, 2054-55, 2055-56, 2056-57, 2057-58, 2058-59, 2059-60, 2060-61, 2061-62, 2062-63, 2063-64, 2064-65, 2065-66, 2066-67, 2067-68, 2068-69, 2069-70, 2070-71, 2071-72, 2072-73, 2073-74, 2074-75, 2075-76, 2076-77, 2077-78, 2078-79, 2079-80, 2080-81, 2081-82, 2082-83, 2083-84, 2084-85, 2085-86, 2086-87, 2087-88, 2088-89, 2089-90, 2090-91, 2091-92, 2092-93, 2093-94, 2094-95, 2095-96, 2096-97, 2097-98, 2098-99, 2099-00, 2100-01, 2101-02, 2102-03, 2103-04, 2104-05, 2105-06, 2106-07, 2107-08, 2108-09, 2109-10, 2110-11, 2111-12, 2112-13, 2113-14, 2114-15, 2115-16, 2116-17, 2117-18, 2118-19, 2119-20, 2120-21, 2121-22, 2122-23, 2123-24, 2124-25, 2125-26, 2126-27, 2127-28, 2128-29, 2129-30, 2130-31, 2131-32, 2132-33, 2133-34, 2134-35, 2135-36, 2136-37, 2137-38, 2138-39, 2139-40, 2140-41, 2141-42, 2142-43, 2143-44, 2144-45, 2145-46, 2146-47, 2147-48, 2148-49, 2149-50, 2150-51, 2151-52, 2152-53, 2153-54, 2154-55, 2155-56, 2156-57, 2157-58, 2158-59, 2159-60, 2160-61, 2161-62, 2162-63, 2163-64, 2164-65, 2165-66, 2166-67, 2167-68, 2168-69, 2169-70, 2170-71, 2171-72, 2172-73, 2173-74, 2174-75, 2175-76, 2176-77, 2177-78, 2178-79, 2179-80, 2180-81, 2181-82, 2182-83, 2183-84, 2184-85, 2185-86, 2186-87, 2187-88, 2188-89, 2189-90, 2190-91, 2191-92, 2192-93, 2193-94, 2194-95, 2195-96, 2196-97, 2197-98, 2198-99, 2199-00, 2200-01, 2201-02, 2202-03, 2203-04, 2204-05, 2205-06, 2206-07, 2207-08, 2208-09, 2209-10, 2210-11, 2211-12, 2212-13, 2213-14, 2214-15, 2215-16, 2216-17, 2217-18, 2218-19, 2219-20, 2220-21, 2221-22, 2222-23, 2223-24, 2224-25, 2225-26, 2226-27, 2227-28, 2228-29, 2229-30, 2230-31, 2231-32, 2232-33, 2233-34, 2234-35, 2235-36, 2236-37, 2237-38, 2238-39, 2239-40, 2240-41, 2241-42, 2242-43, 2243-44, 2244-45, 2245-46, 2246-47, 2247-48, 2248-49, 2249-50, 2250-51, 2251-52, 2252-53, 2253-54, 2254-55, 2255-56, 2256-57, 2257-58, 2258-59, 2259-60, 2260-61, 2261-62, 2262-63, 2263-64, 2264-65, 2265-66, 2266-67, 2267-68, 2268-69, 2269-70, 2270-71, 2271-72, 2272-73, 2273-74, 2274-75, 2275-76, 2276-77, 2277-78, 2278-79, 2279-80, 2280-81, 2281-82, 2282-83, 2283-84, 2284-85, 2285-86, 2286-87, 2287-88, 2288-89, 2289-90, 2290-91, 2291-92, 2292-93, 2293-94, 2294-95, 2295-96, 2296-97, 2297-98, 2298-99, 2299-00, 2300-01, 2301-02, 2302-03, 2303-04, 2304-05, 2305-06, 2306-07, 2307-08, 2308-09, 2309-10, 2310-11, 2311-12, 2312-13, 2313-14, 2314-15, 2315-16, 2316-17, 2317-18, 2318-19, 2319-20, 2320-21, 2321-22, 2322-23, 2323-24, 2324-25, 2325-26, 2326-27, 2327-28, 2328-29, 2329-30, 2330-31, 2331-32, 2332-33, 2333-34, 2334-35, 2335-36, 2336-37, 2337-38, 2338-39, 2339-40, 2340-41, 2341-42, 2342-43, 2343-44, 2344-45, 2345-46, 2346-47, 2347-48, 2348-49, 2349-50, 2350-51, 2351-52, 2352-53, 2353-54, 2354-55, 2355-56, 2356-57, 2357-58, 2358-59, 2359-60, 2360-61, 2361-62, 2362-63, 2363-64, 2364-65, 2365-66, 2366-67, 2367-68, 2368-69, 2369-70, 2370-71, 2371-72, 2372-73, 2373-74, 2374-75, 2375-76, 2376-77, 2377-78, 2378-79, 2379-80, 2380-81, 2381-82, 2382-83, 2383-84, 2384-85, 2385-86, 2386-87, 2387-88, 2388-89, 2389-90, 2390-91, 2391-92, 2392-93, 2393-94, 2394-95, 2395-96, 2396-

Accountability of Journals

[illegible]

LEONARD J. LEBLANC
The post of LEONARD J. LEBLANC was removed by the
Douglas County Engineer on 1/1/1911.

LEONARD J. BARNETT, JR.
 I am of 50 CHERRY Street and no longer in receipt of the
 pension granted me by the Government of the United States of
 America and therefore I am, of course, no longer entitled
 to this pension. My _____ is _____.

LEONARD J. BARNETT, JR.
 50 CHERRY Street, Boston

ADDRESS OF THE MAIL FURNISHER IF THE RECIPIENT IS NOT KNOWN

I hereby appoint you my agent to deliver to _____
at _____, _____ and District _____
the copies enclosed and _____ day of _____ 19____.

Large Envelope _____

ATTENTION: Mr. WALKER, JR. 8001 BOWLING GREEN BLVD.
 THE PART OF THIS NOTICE RELATES TO THE
 OPERATING COMMITTEE OF THE VOTERS IN BOWLING GREEN
 DAY OF _____ 19____

General Voting Primary Committee

ATTENTION OF THE MASTER, BOAT

The last of cargo shipped through this point was received and
detected by the troops stored at the wharves of Bay Lane no. 4
on the day of _____ 19____.

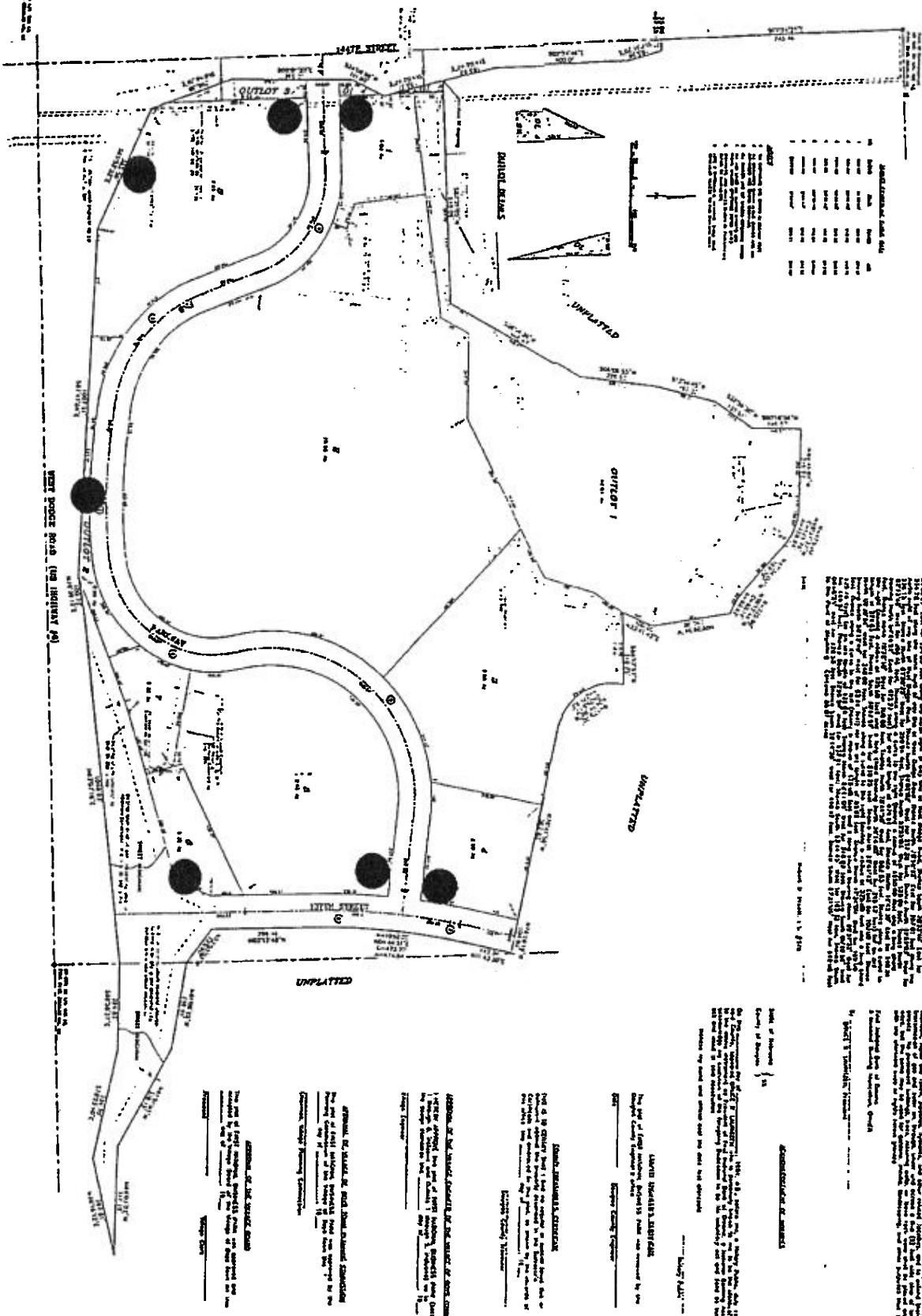
Signed: _____

Signature: _____

ATTACHMENT 1
Business Park Identification
Sign Locations

FIRST NATIONAL BUSINESS PARK

LOTS 1 THROUGH 8, INCLUSIVE, AND QUARTERS 1 THROUGH 5, INCLUSIVE, BEING A PLATING OF PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 4TH P.M., POLK COUNTY, IOWA.

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 223. SIGNATURE _____

APPROVAL OF BOARD OF RAILROAD COMMISSIONERS
 AND OF LEGISLATIVE BODIES MUST BE OBTAINED BY THE
 STATE OF NEW YORK
 BEFORE THE
 COMMISSIONERS TAKE ANY ACTION

1. Location of the vehicle involved
 2. Time of day
 3. Weather conditions
 4. Witnesses
 5. Police Officer
 6. Investigator
 7. Vehicle
 8. Driver
 9. Passenger
 10. Other

ATTACHMENT 1
Business Park Identification
Sign Locations

31

ATTACHMENT 2

SIGN BUDGET

Lot Number	Permitted Sign Types
1	Flag, Electronic Information, Ground, Monument, Owner Identification, and Wall.
2, 3, 4, 5, & 8	Flag, Ground, Monument, Owner Identification, and Wall.
6 & 7	Ground, Monument, Owner Identification, and Wall.

Lot Number	Sign Budget (Sq.Ft.)
1	515
2	2,710
3	890
4	295
5	995
6	155
7	155
8	825
Total Budget	6,540 (Sq.Ft.)

MCN/9/10/94
Exhibit E Sign Regs

FIRST NATIONAL BUSINESS PARK
Protective Covenants

EXHIBIT "C"

Site Development Standards

Lot Number	Minimum Building Set-Back (feet)	Minimum Landscaping Area (sq. ft.)	Minimum On-Street Parking Ratio	Minimum Building Set-Backs (feet)	Other Lot Lines
1	60	15	1/150 G.S.F.	35	10
2	100	20	1/250 N.S.F.	50	35
3	100	20	1/250 N.S.F.	50	35
4	80	15	1/250 N.S.F.	35	35
5	100	20	1/250 N.S.F.	50	10
6	25	15	1/150 G.S.F.	35	35
7	25	15	1/150 G.S.F.	35	10
8	80	20	1/150 G.S.F.	50	35
Outlet 3	-	85	1/250 N.S.F.	10	5
Outlet 4	-	85	-	10	5

Notes:

- (1) May be accounted for in surface parking lots, in-building parking, parking structures, or any combination of these.
- (2) Applies to primary use buildings only. Set-back requirements for above-grade parking structures, or above-grade portions of parking structures, shall be one-half (1/2) of these amounts. There are no set-back requirements for below-grade or below-grade portions of parking structures.