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AGREEMENT

This Agreement ("Agreement") is made this 25 day of August, 2003 by and between Pine Lake Development, L.L.C., a Nebraska limited liability company ("Developer") and the Catholic Bishop of Lincoln, a Nebraska non-profit corporation (the "Church").

Purpose and Intent

- A. Developer and Church entered into a Land Exchange Agreement dated May 28, 1998 ("Exchange Agreement") whereby Developer agreed to exchange certain property owned by it for property owned by Church, which property owned by Developer is more particularly described as:

Outlot B, Vintage Heights 11th Addition, Lincoln, Lancaster County, Nebraska (the "Property").
- B. In the Exchange Agreement Church agreed to give Developer a right of first refusal with regard to the Property and to execute a restrictive covenant regarding use of the Property.
- C. Developer desires to have Church consent to the application of certain protective covenants to be filed by Developer to be applicable to the Vintage Heights 11th Addition, Lincoln, Lancaster County, Nebraska, as provided in this Agreement, and Church is willing to so agree and to consent to the same for the benefit of Developer and the Vintage Heights Homeowners Association ("HOA").

The Church and the Developer agree as follows:

1. **RIGHT OF FIRST REFUSAL.** The Church grants to Developer a Right of First Refusal to purchase the Property. If the Church shall offer the Property for sale, Developer shall have the right to purchase the Property upon such terms as the Church shall then be willing to accept. The Church shall notify the Developer in writing of the price and terms of the Church's offer. The Developer shall have thirty (30) days after receipt of such notice to exercise this Right of First Refusal in writing. If the Church shall subsequently modify the price or terms of the offer to sell the Property, the Church shall re-offer the Property to Developer on the modified terms. If Developer fails to execute its Right of First Refusal as provided in this paragraph, the Church may sell the Property to a third party on the same terms and conditions as contained in the offer. The Right of First Refusal shall terminate as to the Property sold on closing of the sale to the third party. If the sale to the third party does not close in accordance to the terms and conditions of the offer, the Right of First Refusal shall not terminate and shall remain in full force and effect. If the sale to the third party consists of less than all of the Property, the Right of First

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Refusal shall remain in full force and effect as to the balance of the Property that is not sold to the third party. This Right of First Refusal shall be personal to Developer and shall not be assigned to any other person or party. All notices required by this paragraph shall be deemed to have been delivered when sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Church: ***

or at such other place as Church may from time to time specify in writing,

Developer: ***

or at such other place as Developer may from time to time specify in writing. This Right of First Refusal shall terminate on May 28, 2008.

2. USE OF PROPERTY AND CONSENT TO RESTRICTIVE COVENANTS.

Church covenants and agrees that the Property shall be used for construction and operation of a Church, School and related facilities ("Church Use"), and shall not in any event be used or developed for commercial purposes. Further, Church covenants and agrees that should the Property be developed and used for any purpose other than Church Use that the Property shall be subject to and bound by the restrictive covenants ("Restrictive Covenants") to be filed by the Developer and established on the properties located within the Vintage Heights 11th Addition, Lincoln, Lancaster County, Nebraska, as the same are applicable to all other properties located within the Vintage Heights 11th Addition. The Church acknowledges, covenants and agrees that the terms and conditions of this paragraph 2 shall run with the land and shall be binding on the Church and all persons claiming through or under the Church and shall be enforceable by Developer, HOA and the owners of all property bound by the Restrictive Covenants, and may be enforced by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages.

"THE CHURCH"

CATHOLIC BISHOP OF LINCOLN, a
Nebraska non-profit corporation

By: Timothy J. Thorburn
Title: Vice President

"THE DEVELOPER"

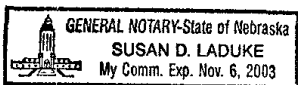
PINE LAKE DEVELOPMENT, L.L.C., a
Nebraska limited liability company

By: *Managing Member*
Hampton LLC

By: *Robert D. Hampton*
Robert D. Hampton, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

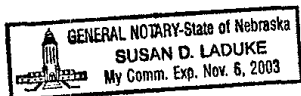
The foregoing instrument was acknowledged before me this 25 day of August, 2003, by Timothy J. Thorburn, Vice President of the Catholic Bishop of Lincoln, a Nebraska non-profit corporation, on behalf of the non-profit corporation.



Susan D. Laduke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25 day of August, 2003, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company, on behalf of the limited liability Hampton LLC, the managing member of



Susan D. Laduke
Notary Public