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RICHARD J. TAREON
REGISTRAR
DOWNTOWN

**COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS AFFECTING LAND**

THIS AGREEMENT is made as of the 22 day of April, 1998, between WESTERN SPRINGS LAND CORPORATION, a Nebraska corporation ("Western Springs") and RAY ANDERSON, INC., a Nebraska corporation ("Anderson"). Western Springs and Anderson may be referred to collectively as the "Parties".

PRELIMINARY STATEMENT

Western Springs is the owner of a parcel of real property situated on the northeast corner of 180th & West Center Road in Omaha, Nebraska and is legally described as Lots 1 - 7, inclusive, Western Springs, a subdivision surveyed, platted and recorded in Douglas County, Nebraska (herein the "Property"). Anderson has entered into a Purchase Agreement with Western Springs, pursuant to which Anderson shall purchase Lot 2, Western Springs ("Lot 2"). Western Springs plans to develop the remaining lots in Western Springs (the "Western Springs Property") for commercial and office uses. Western Springs and Anderson each desire that Lot 2 be conveyed and purchased subject to the following covenants, conditions, easements and restrictions.

NOW, THEREFORE, in consideration of the foregoing preamble which is incorporated herein, the easements, covenants, conditions, restrictions and encumbrances contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, Western Springs and Anderson do hereby agree as follows:

1. Cross-Use. Western Springs and Anderson hereby grant to each other, and to their respective successors and assigns a perpetual non-exclusive easement for use of the Common Areas (as defined herein) by customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings

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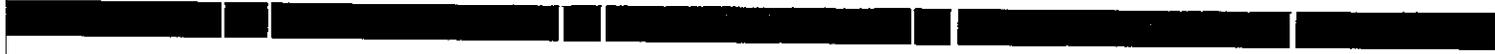
JOB
GAINES, MULLEN, PANSING &
HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

constructed on Lot 2 and the Western Springs Property for vehicular ingress and egress between Lot 2 and the Western Springs Property and for ingress and egress to and from the public streets adjoining the Property including, but not limited to, 180th Street and Arbor Street. Except as may be necessary for repairs, replacement and improvements, each Party agrees to not obstruct or to permit any obstruction of the Common Area which would interfere with the normal and regular flow of traffic on the Common Areas.

2. Grant of Easements. Western Springs and Anderson hereby grant to their respective successors and assigns, mortgagees and beneficiaries under deeds of trust, and to the respective owners, customers, invitees, licensees, employees, servants, contractors, tenants and subtenants of Lot 2 and the Western Springs Property the following easements:

- a. Nonexclusive easements for the purposes of pedestrian traffic between Lot 2 and: (i) the Western Springs Property, (ii) the public streets now or hereafter abutting or located on any portion of the Property, (iii) 179th Plaza as depicted on the plat annexed as Exhibit A and (iv) the public walkways now and hereafter abutting or located on any portion of the Property; limited however, to those portions of the Property and 179th Plaza which are improved by the owner thereof from time to time for pedestrian walkways and made available for general use, as such portions may be altered, relocated, or eliminated from time to time by each such owner.
- b. Nonexclusive easements for the purpose of vehicular traffic and access between Lot 2 and: (i) the Western Springs Property; and (ii) the public streets now and hereafter abutting or located on any portion of the Property; limited however (a) to those portions of the Property used for drives, entrances and exits, and service areas, and (b) such other portions which are improved by the owner thereof from time to time for vehicular accessways and made available for general use, as such portions may be altered, relocated or eliminated from time to time by each such owner.

3. Utility and Service Easement. Western Springs and Anderson hereby grant to each other and to their respective successors and assigns, a perpetual non-exclusive easement on its parcel of the Property for the installation, repair and replacement of underground storm drains, sewers, utilities and other services appropriate for the orderly development and operation of Lot 2 and the Western Springs Property. No such sewers, utilities or services of one Party shall be installed within the actual or



planned building areas on the other Party's property. Each Party shall repair or restore any damage to the other Party's parcel of the Property, and any improvements on the other Party's parcel of the Property, resulting from any installation, repair or replacement of underground drains, sewers, utilities or other services.

4. Improvement of Common Areas. Within sixty (60) days after initiation of construction of improvements on Lot 2, Western Springs shall construct and install a seven (7") inch thick concrete road from Arbor over the access easement located on 179th Plaza from Arbor Street to the south boundary of Lot 2 and in particular the road/driveway shown on the plat of Western Springs annexed as Exhibit A and extending solely to the southerly boundary of Lot 2. Anderson shall not materially alter or eliminate the entrance to the Property from Arbor Street situated within Lot 2. Such entrances and drives shall be reasonably adequate to accommodate vehicular traffic to and from Lot 2 and the Western Springs Property. In the event Western Springs shall not timely initiate or complete construction of the road/driveway as contemplated by this Paragraph 4, Anderson may do so, at Western Springs' cost and expense.

5. Development of Lot 2. Lot 2 shall be developed by Anderson only under the following guidelines:

- a. Lot 2 shall be used solely for a convenience food store not exceeding 3,500 square feet of floor area, including aisle space and storage and also including the sale of gasoline. No drive-thru window for food or product pick-up shall be permitted.
- b. The initial building to be constructed on Lot 2 shall be a one story brick building not to exceed sixteen feet in height for a flat roof, or eighteen (18) feet in height for a pitched roof as measured from the finished grade. Only one building shall be constructed on Lot 2 (excluding solely a self contained separate car wash). The height shall not include any air conditioning units or stacks which may be situated on the roof. Air conditioning units (roof top or otherwise) shall be screened from possible view on all four (4) sides in a manner satisfactory to Western Springs in its sole discretion. Trash containers shall be screened from public view on all four (4) sides in a brick enclosure (on three (3) sides) to match the exterior of the building constructed on Lot 2. All grass areas within Lot 2 shall have installed automatic water

sprinkler systems. Except as permitted by this Paragraph 5b, no detached facilities, buildings or structures (except approved signage) of any kind shall be constructed on Lot 2.

c. Prior to construction or reconstruction of any improvements to be constructed, erected, expanded or altered on Lot 2, Anderson shall deliver copies of the plans for the improvements consisting of, but not limited to, (i) site layout; (ii) description of exterior building materials and colors; (iii) parking lot layout (iv) building elevations of all four (4) sides; (v) landscape plans and (vi) sign plans (no pole sign shall be permitted), including height and location ((i) through (vi) are collectively called the "Plans"). If Western Springs shall fail to approve the Plans presented by Anderson in writing within thirty (30) days of the delivery of the Plans by Anderson, the Plans shall be deemed disapproved. Western Springs shall not unreasonably withhold or delay approval of the Plans presented by Anderson.

6. Definition of Common Area. As used herein, the term "Common Area" shall refer to those areas of Lot 2 and the Western Springs Property used for vehicular entrances and exits and drives, sidewalks, exterior landscaping, parking areas, incidental and interior roadways, and other similar means or exterior means not used as a building area.

7. Maintenance. Anderson shall maintain the Common Area situated on Lot 2 in good condition and repair, appropriate for a first class commercial shopping center in Omaha, Nebraska. Anderson shall be solely responsible for all costs and expenses relating to the repair, replacement and maintenance of the Common Areas situated on Lot 2. If Anderson shall fail to initiate and expeditiously accomplish any repair, replacement or maintenance of the Common Areas necessary to keep the Common Areas in the condition required by this Agreement, Western Springs may give written notice thereof, and if Anderson shall fail to initiate and proceed expeditiously with such repair, replacement or maintenance within thirty (30) days thereafter (with the exception of snow removal, which shall be Anderson's immediate responsibility or Western Springs may immediately perform at Anderson's cost), Western Springs may repair, replace or maintain Anderson's Common Area at Anderson's cost. Anderson shall promptly pay directly or reimburse Western Springs for the reasonable cost of any repair, replacement or maintenance performed on the Common Area of Lot 2, in accordance with this paragraph. Western Springs or its

successors, assigns or designees, shall be responsible for the maintenance of 179th Plaza and the driveway from 180th Street between Lots 3 and 4 and shall equally charge Lots 2 through 6, Western Springs for such costs.

Further, in the event the maintenance of the Common Area is performed by Western Springs for the benefit of all owners of the Property, Anderson agrees to pay its proportionate share thereof in a manner consistent with the pro rata payment required by all other owners of the Property.

8. Exclusive Right to the "C" Store. Western Springs agrees that no part of Lots 3, 4 and 5, Western Springs shall be used for the sale of gasoline products and a related convenience store business.

9. Right of Successors. The covenants, conditions, easements and restrictions hereunder shall create mutual benefits and servitudes as to each of the respective tracts comprising the Property all of which benefits and servitudes shall run with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed shall not be modified or altered in any respect except by a writing executed and delivered by the appropriate parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WESTERN SPRINGS LAND CORPORATION
a Nebraska corporation

By Gerald L. Tracy

RAY ANDERSON, INC., a Nebraska
corporation

By [Signature]

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

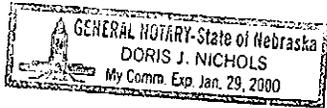
The foregoing instrument was acknowledged before me this 22
day of April, 1998, by GERALD L. TORCZON, President of WESTERN
SPRINGS LAND CORPORATION, a Nebraska corporation.



Doris J. Nichols
Notary Public

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22
day of April, 1998, by RAYMOND ANDERSON, President of RAY ANDERSON,
INC., a Nebraska corporation, on behalf of the corporation.



Doris J. Nichols
Notary Public