

AMENDMENT TO PROTECTIVE COVENANTS  
RIVERFRONT INDUSTRIAL PARK

---

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the record owner of Lots One (1) through Nineteen (19), Riverfront Industrial Park, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the undersigned intends to develop said real estate as a regulated Industrial Park; and

WHEREAS, the undersigned has placed certain restrictions and Protective Covenants upon said real estate at Book 535 Miscellaneous, Page 684 of the Douglas County Register of Deeds on the 6th day of May, 1974.

NOW, THEREFORE, Paragraph III of the aforesaid restrictions and Protective Covenants upon the said real estate, entitled "LOADING AREAS", is hereby amended to read as follows:

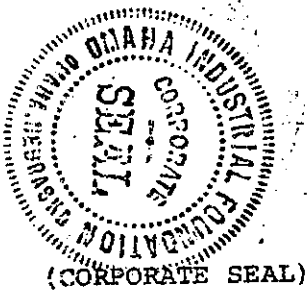
III. LOADING AREAS.

All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading be permitted in the required building setback areas or in a location which will interfere with ingress or egress. All loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete. Truck doors and loading docks are not permitted to face any public street or highway in Lots 1, 2, 3, 4, 5, 8, 12 and 13 and are not permitted to face Abbott Drive in Lots 9, 10 and 11.

All truck loading docks and truck loading doors shall be screened from view from any street in Lots 1, 2, 3, 4, 12, and 13 from Abbott Drive in all other lots with a masonry wall at least six (6) feet high and not less than sixty (60) feet long.

This amended covenant and the covenants previously placed upon the property shall apply to all of the said property constituting the Riverfront Industrial Park, Lots One (1) through Nineteen (19) with

the same force and effect as, and shall be subject to the terms and conditions of the said Protective Covenants now in force and on said property.



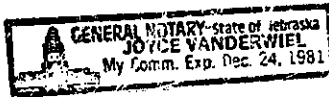
OMAHA INDUSTRIAL FOUNDATION

BY *J. B. Anderson*  
President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 20th day of April, 1978, by J. B. Anderson President of OMAHA INDUSTRIAL FOUNDATION, a Nebraska corporation.

*Joyce Vanderwiel*  
Notary Public



Book 596  
Page 452  
of           
Res. 10.257  
Index           
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*J. B. Anderson*

BOOK 535 pg 684

PROTECTIVE COVENANTS  
RIVERFRONT INDUSTRIAL PARK

---

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the record owner of Lots One (1) through Nineteen (19), Riverfront Industrial Park, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the undersigned intends to develop said real estate as a regulated Industrial Park.

NOW, THEREFORE, the following restrictions and Protective Covenants are hereby placed on said real estate, to-wit:

I. SITE USE LIMITATIONS.

All uses shall observe the City of Omaha's Municipal Code regarding odor, fumes, dust, smoke, noise, hazards by reason of danger of fire or exposure and other potential nuisances. In addition, junk yards and creosote treatment or creosote manufacturing operations shall be prohibited in the Riverfront Industrial Park.

II. BUILDING SETBACK.

Front -

In Lots 1, 2, 3, 4, 12 and 13, there shall be a minimum front yard setback of seventy-five (75) feet from any street curbline.

In Lots 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18 and 19, there shall be a minimum front yard setback of seventy-five feet from the curbline of Abbott Drive and fifty (50) feet from the curbline of any other public street.

Side and Rear -

In Lots 1, 2, 3, 4, 12 and 13, there shall be a minimum side and rear yard setback of twenty (20) feet or one-half (1/2) the building height, whichever is greater.

In Lots 9, 10, 11, 14, 15, 16, 17, 18 and 19, there shall be a minimum side and rear yard setback of ten (10) feet from the respective lot lines unless a greater distance is required for utility easement.

In Lots 5, 6, 7 and 8, there shall be a minimum side and rear yard setback of twenty (20) feet or one-half (1/2) the building height, whichever is greater except that the setback for rear yards adjoining a railroad right-of-way may be reduced to ten (10) feet with the permission of the railroad.

Landscaped Areas

At least two-thirds (2/3) of the front yard setback area and the entire side yard setback shall be planted with grass and shrubbery and thereafter maintained by the landowner both in conformance with standards established by the Omaha Industrial Foundation's Sites Committee. Those individual sites having frontages on more than one street shall be required to observe the established front yard setback on each street frontage.

Minimum Distance Between Buildings

The minimum distance between any two buildings on the same tract in Lots One (1) through Nineteen (19) shall be twenty (20) feet.

III. LOADING AREAS.

All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading and unloading be permitted in the required building setback

areas or in a location which will interfere with ingress or egress. All loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete. Truck doors and loading docks are not permitted to face any public street or highway in Lots 1, 2, 3, 4, 5, 6, 7, 8, 12 and 13 and are not permitted to face Abbott Drive in Lots 9, 10 and 11.

All truck loading docks and truck loading doors shall be screened from view from any street in Lots 1, 2, 3, 4, 12 and 13 and from Abbott Drive in all other lots with a masonry wall at least six (6) feet high and not less than sixty (60) feet long.

#### IV. STORAGE AREAS.

In Lots 1, 2, 3, 4, 12 and 13, storage of materials, supplies, products, equipment, or other personal property will not be permitted outside the confines of a walled building unless surrounded by masonry walls of sufficient height to completely screen the stored material or equipment.

In Lots 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, and 19, storage of materials, supplies, products, equipment or other personal property will not be permitted outside the confines of a walled building unless screened by fences, walls or plants in a manner acceptable to the Omaha Industrial Foundation's Sites Committee as to character and location.

There shall be no outside storage in any setback area.

#### V. SITE COVERAGE.

In Lots 1, 2, 3, 4, 12 and 13, not more than forty (40) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed seventy (70) percent of the total site area.

In Lots 9, 10, 11, 14, 15, 16, 17, 18 and 19, not more than sixty (60) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed ninety (90) percent of the total site area.

In Lots 5, 6, 7 and 8, not more than fifty (50) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed eighty (80) percent of the total site area.

#### VI. MAINTENANCE AND LANDSCAPING.

Each landowner will be responsible for maintenance of his property up to the edge of the pavement on the abutting street or streets, including all lawn and landscaped areas, walks, driveways and building exterior. That portion of each site which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (18) inches and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops.

In the event a landowner does not so maintain his tract, after reasonable notice the Omaha Industrial Foundation shall have the right, but not the obligation, to enter upon the site and make all expenditures necessary to maintain the same and it may charge the non-complying landowner for all reasonable costs incurred in enforcing compliance with this provision.

No trees on any site at the time of its original sale by the Omaha Industrial Foundation shall be destroyed or removed without the prior approval of the Foundation's Sites Committee.

## VII. SIGNS.

The only signs permitted on any site sold by the Omaha Industrial Foundation in the Riverfront Industrial Park shall be signs designating the business enterprise or describing the product or service sold or produced on that site. All signs shall either be affixed to a facade of the main structure on the site, the total surface area of which shall not exceed ten (10) percent of the total wall area or be of the free-standing pedestal-mounted type with a maximum height of ten (10) feet and a maximum square foot area of 100. No sign affixed to the facade shall project more than eighteen (18) inches therefrom or extend above the dominant roofline of the main structure. No free standing pedestal-mounted sign shall be erected closer than 25 feet to a property line abutting on any street.

One temporary sign may be erected on a site to offer the property for sale or lease, the size of which shall not exceed forty (40) square feet in area.

Flashing, rotating, animated or intermittent illuminated type signs shall be prohibited.

Approval of the design of all temporary and of the design and number of all permanent signs by the Omaha Industrial Foundation Sites Committee shall be required prior to their erection on any site.

## VIII. PARKING FACILITIES.

All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each site facilities for parking, loading, and unloading sufficient to serve the business conducted thereon without using adjacent street; and no use shall be made of any site which will attract parking in excess of the parking spaces then available. Private automobile and truck parking will

be allowed between the building and the required side and rear setback line. No parking, except visitors, shall be allowed in the required front setback area. All parking areas shall be hard surfaced with either portland cement or asphaltic concrete, and surrounded by a raised concrete curb. The width and location of driveways shall be approved by and conform to City of Omaha Standards.

IX. CONSTRUCTION STANDARDS.

All buildings erected shall create a creditable and acceptable appearance on all four sides. Buildings, including ancillary buildings, shall not be constructed of unfinished galvanized steel or sheet aluminum for exterior walls. All appurtenant equipment, including roof mounted units, shall be screened from view from any public street.

X. APPROVAL OF PLANS.

Before commencing the construction or alteration of any building, enclosure, fence, wall, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any site, the landowner shall first submit site plans or plans and specifications therefor to the Omaha Industrial Foundation's Sites Committee for written approval. In the event that the Foundation shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

XI. COMPLIANCE WITH GOVERNMENT REGULATIONS AND MAINTENANCE.

The owner of any site shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations, and such owner will remove at his own expense any rubbish or debris of any character



whatsoever which may accumulate on said site, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the required lawn area, then, and only then, the Omaha Industrial Foundation, its successors and assigns, shall have the right, privilege and license, but not the obligation, to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.

XII. SUBDIVISION.

Once a site has been purchased from the Omaha Industrial Foundation, its successors or assigns, such site shall be considered as a single unit and it shall not be subdivided or a portion of the land sold, leased or rented unless written approval thereto is given by the Omaha Industrial Foundation's Sites Committee.

XIII. REPURCHASE.

If at the expiration of two (2) years from the date of delivery of a deed from the Omaha Industrial Foundation conveying any property lying within the Riverfront Industrial Park, any grantee, or assign, shall not have begun in good faith the construction of a permanent building upon said site, the Omaha Industrial Foundation shall have the option to repurchase the property for the original purchase price and enter into possession thereof. This option to repurchase must be exercised in writing within one (1) year after the expiration of the two-year period following the delivery of the deed referred to above. Closing of the repurchase shall take place within sixty (60) days after exercise of the option to repurchase and shall be at the office of the Omaha Industrial Foundation or at such other place in Omaha, Nebraska, as the Foundation or its successor shall designate.

Provided, however, anything in this Article to the contrary notwithstanding, the Omaha Industrial Foundation, its successors and assigns, may extend in writing the time in which such construction may be begun and such repurchase right exercised. In the event of a repurchase, the Grantor shall convey the property by Warranty Deed subject only to those encumbrances specified in the original conveyance from the Omaha Industrial Foundation. Taxes for the year in which the reconveyance occurs shall be prorated to the date of reconveyance.

XIV. EXCEPTIONS OR MODIFICATIONS.

The Sites Committee of the Omaha Industrial Foundation shall be authorized to make such exceptions to, or modifications of, these Protective Covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these Covenants in principle or general objective.

XV. DURATION.

These Covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2010, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, representatives, successors or assigns shall violate any of these Protective Covenants, it shall be lawful for any person or persons owning any real property covered by these Covenants, to prosecute any proceedings at law or in equity against the persons so violating or attempting such violation either to prevent him or them from so doing or to recover damages and other dues for such violation, or both.

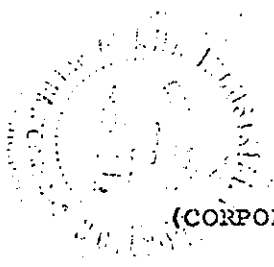
XVI. SEVERABILITY.

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the

remaining parts so far as possible and reasonable, shall be effective and fully operative.

These Covenants shall apply to all of the property constituting the Riverfront Industrial Park, Lots One (1) through Nineteen (19).

OMAHA INDUSTRIAL FOUNDATION



By *Sydney L. Cate*  
President

(CORPORATE SEAL)

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 21 day of June, 1974, by SYDNEY L. CATE, President of OMAHA INDUSTRIAL FOUNDATION, a Nebraska corporation, on behalf of the corporation.



D. ELAINE HUGHES  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
March 19, 1977.

*D. Elaine Hughes*  
Notary Public

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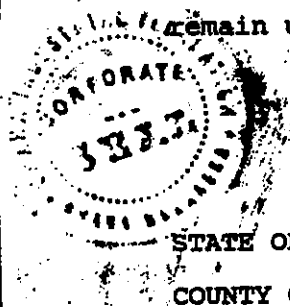
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MODIFICATION OF PROTECTIVE COVENANTS

Recorded in Book 778 at Page 287 et. seq. of the  
Miscellaneous Records of Douglas County, Nebraska, there are  
Protective Covenants purporting to restrict use of the property  
more particularly described on the attached Exhibit "A", which  
by this reference is made part hereof. Omaha Industrial  
Foundation, a nonprofit corporation, (OIF), warrants that it has  
the authority to make the following deletions and exceptions to  
and/or modifications of the protective covenants and OIF hereby  
agrees to except, delete and/or modify the protective covenants  
insofar as they pertain to KV International, Inc., a Nebraska  
Corporation, its nominees, successors, assigns and grantees, as  
follows:

- (a) By waiving and deleting Paragraph XIII, REPURCHASE.
- The remaining portion of this protective covenants shall remain unchanged.



OMAHA INDUSTRIAL FOUNDATION

BY Dale Te Kolste  
Its President

STATE OF NEBRASKA )  
                              ) SS.  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of June, 1986, before me,  
a Notary Public in and for said county personally came  
Dale Te Kolste, President of the Omaha Industrial Foundation,  
known to me to be the identical person whose name is affixed to  
the above Modification of Protective Covenants and acknowledged  
the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day  
and year last above written.

[Signature]  
Notary Public

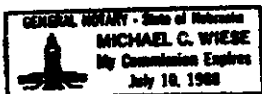


EXHIBIT "A"

LEGAL DESCRIPTION

That part of Lot 1, in RIVERFRONT INDUSTRIAL PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence S. 03°01'14" E., (assumed bearing) on the West line of said Lot 1, 126.28 feet, to a point of curve; thence Southeasterly on the West line of said Lot 1, on a 1095.92 foot radius curve to the left, chord bearing S. 13°49'36" E., chord distance 410.93 feet, an arc distance of 413.38 feet, to a point of tangency; thence S. 24°37'57" E., on the Westerly line of said Lot 1, 105.00 feet; thence N. 78°27'54" E., 404.56 feet; thence N. 54°17'34" E., 260.00 feet, to the Northerly line of said Lot 1; thence N. 35°42'26" W., on the Northerly line of said Lot 1, 220.00 feet, to a point of curve; thence Northwesterly, on the Northerly line of said Lot 1, on a 547.96 foot radius curve to the left, chord bearing N. 64°21'50" W., chord distance 525.56 feet, an arc distance of 548.13 feet, to a point of tangency; thence S. 86°58'45" W., on the Northerly line of said Lot 1, 144.59 feet; thence S. 41°58'46" W., on the Northerly line of said Lot 1, 14.14 feet, to the Point of Beginning;

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D. C. COUNTY CLERK

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BOOK 551 PAGE 433

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 29 day of May, 1975, between Omaha Industrial Foundation, a Nebraska non-profit corporation, hereinafter referred to as "Grantor", and Omaha Public Power District, Northwestern Bell Telephone Company and Metropolitan Utilities District of Omaha, their successors and assigns, hereafter referred to as "Grantees".

WITNESSETH:

WHEREAS, Grantor has platted and recorded Riverfront Industrial Park, a subdivision in Douglas County, Nebraska, and has dedicated utility easements for water lines and mains, cables, conduits and related appurtenances and to extend wires for the carrying and transmission of electrical current for light, heat and power and for all telephone, telegraph and message services under and over a 10 foot wide strip of land adjoining the front boundary line of each of the lots contained therein with certain time restrictions and provisions for termination; and

WHEREAS, the Grantor has shown on the recorded plat but not described in the dedication, certain areas of land entitled "Utility and Sewer Easements"; and

WHEREAS, the above dedicated easements, together with the rights and restrictions contained therein are not adequate for the Grantees to install their utility lines and mains in said subdivision.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Omaha Public Power District, Northwestern Bell Telephone Company and Metropolitan Utilities District of Omaha, their successors, and assigns, easements and rights of way to lay, maintain, operate, repair, relay and remove, at any time, water lines and mains, cables, conduits and related appurtenances and to extend wires for the transmission and carrying of electrical current for light, heat and power and for all telephone, telegraph and message services, together with the right of ingress and egress to and from the same, on, under and through lands described as follows:

A ten (10) foot wide strip of land lying in and which adjoins those boundary lines of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, of Riverfront Industrial Park, as now platted and recorded, a subdivision in Douglas County, Nebraska abutting all streets dedicated by the Grantor in connection with the platting of Riverfront Industrial Park;

A Ten (10) foot wide strip of land abutting the southwesterly right-of-way line of Abbott Drive from Fort Street to Ninth Street; and

Those areas of land captioned "Utility and Sewer Easement" appearing on the plat of Riverfront Industrial Park recorded April 23, 1974 at the Register of Deeds, Douglas County, Nebraska.

TO HAVE AND TO HOLD said easements and rights of way unto the said Grantees, Omaha Public Power District,

Northwestern Bell Telephone Company and Metropolitan Utilities District of Omaha, their successors and assigns.

1. Grantor, its successors or assigns, agrees that it will at no time erect, construct or place on or below the surface of said easement areas any building or structure, except other utility facilities and pavement and it will not give anyone else permission to do so.

2. If Grantees, their successors and assigns, fail to construct such utility lines, mains, cables, conduits or wires under any part of the easement area by February 22, 1978, then this easement shall automatically terminate and become void as to such unused easement and right of way area.

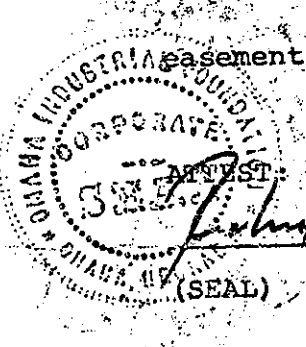
3. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of Grantees respecting the ownership, use, operations, extensions and connections to any utility lines, mains, cables, conduits or wires and maintained hereunder.

4. The rights granted hereunder shall supersede any rights previously granted or dedicated by reason of platting and recording of the Riverfront Industrial Park and shall govern notwithstanding any provisions thereof to the contrary.

IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

OMAHA INDUSTRIAL FOUNDATION, Grantor

By George F. Russell  
Title President



John D. Sorenson  
5/29

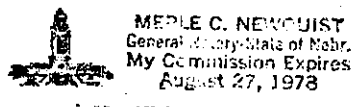
STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

On this 29 day of May, 1975, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came George F. Russell to me personally known to be the President of Omaha Industrial Foundation, a corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Merle C. Newquist  
Notary Public

My commission expires August 27, 1978



35

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
4 DAY OF June 1975 2:35 P M C. HAROLD OSYLER, REGISTER OF DEEDS

1075

6/3/83

RIGHT-OF-WAY EASEMENT

I, Magnolia Metal Corporation Owner(s)  
we, of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Eleven (11), Riverfront Industrial Park, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The East Ten feet (10') of the West Three Hundred Fifty-three feet (353') of the South One Hundred Forty-five feet (145') of said Lot Eleven (11).

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 1st day of July, 19 83.

Adam M. Kordy

Vice-President Finance-Magnolia Metal Corporation



STATE OF Nebraska  
COUNTY OF Nemaha

On this 15 day of July, 1983,  
before me the undersigned, a Notary Public in and  
for said County, personally came

Adam M. Koslosky Vice-  
President of Magnolia Metal Corporation

personally to me known to be the identical person(s)  
who signed the foregoing instrument as grantor(s)  
and who acknowledged the execution thereof to be  
voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at AUBURN  
in said County the day and year  
last above written.

Janice L. McCormick  
NOTARY PUBLIC

My Commission expires: Feb 25 1985



STATE OF  
COUNTY OF

On this \_\_\_ day of \_\_\_, 19\_\_  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

personally to me known to be the identical person(s)  
and who acknowledged the execution thereof to be  
voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal the date above  
written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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J. MARCEL USHER  
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Book 692  
Page 499  
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Index  
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816-2284

Distribution Engineer R29 Date 7/6/83; Land & Facilities Management hsk Date 7/2/83  
Recorded in Misc. Book No. \_\_\_ at Page No. \_\_\_ on the \_\_\_ day of \_\_\_, 19\_\_  
Section NW 35 Township 16 North, Range 13 East  
Salesman J. Wilson Engineer Rokicki Est. # R202818 W.O. # 5839

2

MODIFICATION OF PROTECTIVE COVENANTS

Recorded in Book 535 at Page 684 et. seq. of the Miscellaneous Records of Douglas County, Nebraska, there are Protective Covenants with an amendment recorded in Book 596 at Page 451 et. seq. of the said Miscellaneous Records purporting to restrict use of the property more particularly described on the attached Exhibit "A", which by this reference is made part hereof. Omaha Industrial Foundation, a nonprofit corporation, (OIF), warrants that it has the authority to make deletions and exceptions to and/or modifications of the protective covenants and OIF hereby agrees to except, delete and/or modify the protective covenants insofar as they pertain to KV International, Inc., a Nebraska Corporation, its nominees, successors, assigns and grantees, • as follows:

- (a) By waiving and deleting Paragraph XIII.

The remaining portion of these protective covenants shall remain unchanged.

OMAHA INDUSTRIAL FOUNDATION

BY *Dore T. Kolata*  
Its President



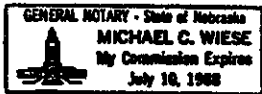
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STATE OF NEBRASKA )  
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COUNTY OF DOUGLAS )

BOOK 778 PAGE 262

On this 13<sup>th</sup> day of June, 1986, before me, a Notary Public in and for said county personally came Dale TeKolste, President of the Omaha Industrial Foundation, known to me to be the identical person whose name is affixed to the above Modification of Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



  
\_\_\_\_\_  
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

That part of Lot 1, in RIVERFRONT INDUSTRIAL PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence S. 03°01'14" E., (assumed bearing) on the West line of said Lot 1, 126.28 feet, to a point of curve; thence Southeasterly on the West line of said Lot 1, on a 1095.92 foot radius curve to the left, chord bearing S. 13°49'36" E., chord distance 410.93 feet, an arc distance of 413.38 feet, to a point of tangency; thence S. 24°37'57" E., on the Westerly line of said Lot 1, 105.00 feet; thence N. 78°27'54" E., 404.56 feet; thence N. 54°17'34" E., 260.00 feet, to the Northerly line of said Lot 1; thence N. 35°42'26" W., on the Northerly line of said Lot 1, 220.00 feet, to a point of curve; thence Northwesterly, on the Northerly line of said Lot 1, on a 547.96 foot radius curve to the left, chord bearing N. 64°21'50" W., chord distance 525.56 feet, an arc distance of 548.13 feet, to a point of tangency; thence S. 86°58'45" W., on the Northerly line of said Lot 1, 144.59 feet; thence S. 41°58'46" W., on the Northerly line of said Lot 1, 14.14 feet, to the Point of Beginning;

pledged

11025 June 19

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GEORGE J. LEWIS  
RECORDER OF DEEDS  
DOUGLAS COUNTY, NEBR.

EK 778 Del VR N 86-219 KP Fee 15.50  
PG 261-262 Indx 41 X MC B.C  
OF June Comp JP Comp KP

BOOK 729 PAGE 511

MODIFICATION OF PROTECTIVE COVENANTS

Recorded in Book 535 at Page 684 et. seq. of the Miscellaneous Records of Douglas County, Nebraska, there are Protective Covenants purporting to restrict use of the property more particularly described on the attached Exhibit "A", which by this reference is made part hereof. Omaha Industrial Foundation, a nonprofit corporation, (OIF), warrants that it has the authority to make deletions and exceptions to and/or modifications of the protective covenants and OIF hereby agrees to except, delete and/or modify the protective covenants insofar as they pertain to Morton and Claire Braiker, Husband and Wife, Joint Tenants, and not as tenants in common, their nominees, successors, assigns and grantees, as follows:

- (a) By modifying that portion of Paragraph II headed "Landscaped Areas:" to read as follows:

At least ten feet of the front yard, side yard and rear yard set backs shall be planted with grass and shrubbery and thereafter maintained by the landowner both in conformance with standards established by the Omaha Industrial Foundation Sites Committee.

- (b) By waiving and deleting Paragraph V.  
(c) By modifying and amending Paragraph VII to read as follows:

## VII. SIGNS.

The only signs permitted on any site sold by the Omaha Industrial Foundation in the Riverfront Industrial Park shall be signs designating the business enterprise or describing the product or service sold or produced on that site. All signs shall either be affixed to a facade of the main structure on the site, the total surface area of which shall not exceed ten (10) percent of the total wall area or be of the free-standing pedestal-mounted type with a maximum height of ten (10) feet and a maximum square foot area of 100. No sign affixed to the facade shall project more than eighteen (18) inches therefrom or extend above the dominant roofline of the main structure. No free standing pedestal-mounted sign shall be erected closer than 25 feet to a property line abutting on any street.

Flashing, rotating, animated or intermittent illuminated type signs shall be prohibited.

Approval of the design of all temporary and of the design and number of all permanent signs by the Omaha Industrial Foundation Sites Committee shall be required prior to their erection on any site.

The remaining portion of this protective covenants shall remain unchanged.

OMAHA INDUSTRIAL FOUNDATION

BY *Dale TeKolste*  
Its President

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 22<sup>nd</sup> day of January, 1985, before me, a Notary Public in and for said county personally came Dale TeKolste, President of the Omaha Industrial Foundation, known to me to be the identical person whose name is affixed to the above Modification of Protective Covenants and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal in said county the day and year last above written.



*M. C. Wiese*  
Notary Public

EXHIBIT "A"

That part of Lot 1, RIVERFRONT INDUSTRIAL PARK, as surveyed, platted and recorded, in the City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of said Lot 1, said point being at the intersection of the Northerly line of Fort Street and the Westerly line of Abbott Drive; thence North 35°42'26" West (assumed bearing) on the East line of said Lot 1, 575.00 feet to the point of beginning; thence continuing North 35°42'26" West on the East line of said Lot 1, 148.42 feet to a point 241.58 feet Southeasterly of the Northeast corner of said Lot 1; thence South 54°17'34" West, 10.00 feet; thence North 37°22'53" West, 251.69 feet to the Northerly line of said Lot 1; thence South 54°17'34" West on the Northerly line of said Lot 1, 12.65 feet to a point of curve; thence Southwesterly on the Northerly line of said Lot 1 on a 525.00 foot radius curve to the right, chord bearing South 86°25'51" West, chord distance 558.56 feet, an arc distance of 588.96 feet; thence South 28°34'07" West, 476.41 feet; thence East on a line 397.76 feet North of and parallel to the South line of said Lot 1, 649.10 feet; thence North 69°41'00" East, 420.16 feet to the point of beginning.

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REGISTER OF DEEDS  
DODGE COUNTY, NEB.

*44 pages*

BOOK 729  
PAGE 511  
OF 11

Fee 15.50  
Index 151  
Comped 112  
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# Riverfront Industrial Park

Plat and Dedication

Filed 4-23-74 in Book 1500 at Page 425, Instrument No. \_\_\_\_\_

Grants a perpetual easement in favor of

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,

MUD and/or

for utility, installation and maintenance on, over, through, under and across

or

Public use the Streets, barge Channel access easement and Sewer easement

a 10 foot wide strip of land ~~abutting~~ <sup>adjoining</sup> the front as ~~the~~ boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility, installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land abutting all cul-de-sac streets.

Any additional info, dedicate to the public navigation the barge Channel a Perm Right and ease upon under, across that portion thereof lying between the Shoreline and a line designated on this pipeline conveyance system to abutting Property.

And Perp easement for access to a strip of land abutting said barge Channel as Barge Channel maintenance easement for the purpose of maintaining, repairing, replacing, belasting and renewing all existing or future ties.

Declaration of Covenants, Conditions, Restrictions and Easements, 535-684 filed 5-6-74

Restrictive Covenants

Protective Covenants

or

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,

and/or

for utility, installation and maintenance on, over, through, under and across

or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;

an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;

and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility, installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Archetural Control

each owner is responsible for maintenance of his property up to the edge of pavement on the abutting street or streets

Easement Right of Way 12, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to P/C 535-684  
Dated \_\_\_\_\_ Filed 4-24-78 Book 596 at Page 461, Instrument No. \_\_\_\_\_

Easewd 1471-141-62-73 Copy

R/W Ease 551-433 filed 6-4-75 Coy

R/W Ease 692-498 filed 7-7-83 Copy

Rep of Appraiser 697-4 filed 8-22-83 Copy

Revised Am P/C 778-287 filed 7-13-86 to 535-684 & 596-461