

*Carl S. Hill*  
REGISTER OF DEEDS, SARPY COUNTY, NEBR.

AGREEMENT

THIS AGREEMENT entered into this 24<sup>th</sup> day of February, 1975, by and between METRO NORTH STATE BANK of Kansas City, Missouri, hereinafter referred to as "Bank" and SANITARY AND IMPROVEMENT DISTRICT NO. 32 OF SARPY COUNTY, NEBRASKA, herein-after referred to as "District".

W I T N E S S E T H:

WHEREAS, Bank has acquired an interest by mortgage in certain real estate located within the boundaries of the District, hereinafter referred to as the "Premises" and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, on July 19, 1974, the Bank filed an action in the District Court of Sarpy County, Nebraska, at Book 21, Page 261, seeking to foreclose its interests in and to the Premises and also asking that the authority of the trustees of the District to take any action affecting the Premises be enjoined; and

WHEREAS, it is in the best interest of the Bank to limit future actions of the District while the Bank or any successor in title to the Bank has such interest in the Premises; and

WHEREAS, it is in the best interest of the District to settle the claims of the Bank against it and to agree to voluntarily limit future expenditures.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by the Bank to the District, the receipt of which is hereby acknowledged, and the mutual covenants of the parties, it is hereby agreed as follows:

1. The Bank hereby agrees to forbear from pursuing the claims and allegations contained in its pending action against the District, which claims and allegations attack the authority of the District and the trustees of the District to take any action affecting the Premises. The Bank further agrees not to seek to enjoin the District and the trustees of the District

*Sec. 44061*

from incurring any additional indebtedness for the construction or acquisition of improvements and services, provided, that such additional indebtedness shall be incurred by the District pursuant to the agreement of the District as hereinafter set forth. The foregoing shall not be construed as affecting the liability of any other party to the foregoing action or the rights or remedies of the Bank against any such parties.

2. The District hereby agrees not to incur any additional indebtedness for the acquisition or construction of improvements or services or for any other reason, the result of which would create any financial obligation or detriment whatsoever to the Premises or which could result in the imposition of any tax or special assessment to the Premises, without the prior written approval of the then owner of the Premises and the then holder of any mortgage thereon.

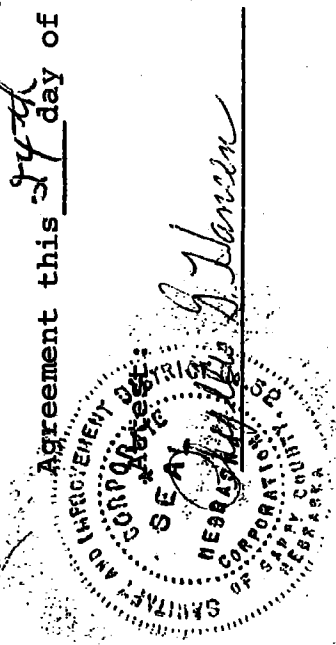
Provided, however, that nothing contained in this Agreement shall in any way limit or restrict the District from incurring expenses and obligations in connection with the general operations of the District in the maximum amount of Four Thousand Dollars (\$4,000.00) per annum.

3. This Agreement shall be approved and ratified by a duly authorized resolution of the Board of Trustees of Sanitary and Improvement District No. 32 of Sarpy County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 24<sup>th</sup> day of February, 1975.

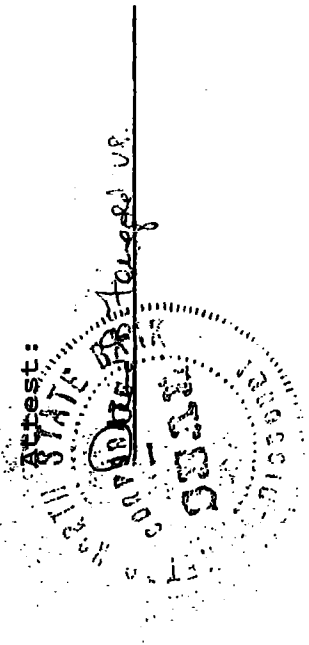
SANITARY AND IMPROVEMENT DISTRICT  
NO. 32 OF SARPY COUNTY, NEBRASKA

By [Signature]  
Chairman



METRO NORTH STATE BANK

By [Signature]  
President

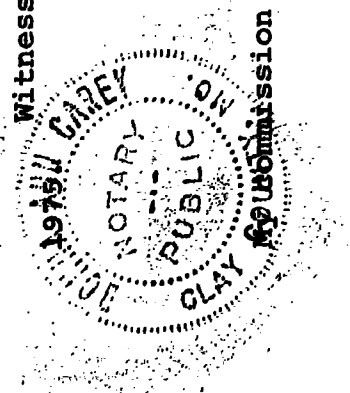


48-187B

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

Before me, a notary public qualified in said county, personally came TOMMY THOMPSON and DAVID B. FEINGOLD, the PRESIDENT and VICE PRESIDENT/CASHIER respectively of Metro North State Bank, a corporation, known to me to be the PRESIDENT and VICE PRESIDENT/CASHIER respectively and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on Feb. 24th,



Tommy Thompson  
Notary Public

My commission expires: 11/28/77.

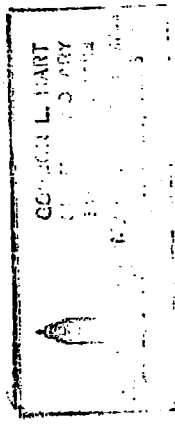
STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public qualified in said county, personally came Alex S. Starn and Shirley A. Starn, the Chairman and Clerk respectively of Sanitary and Improvement District No. 32 of Sarpy County, Nebraska, known to me to be the Chairman and Clerk respectively and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said Sanitary and Improvement District No. 32 of Sarpy County, Nebraska, and that its seal was thereto affixed by its authority.

Witness my hand and notarial seal on 2/19/75,  
1975.

Thomas F. Neust  
Notary Public

My commission expires: ~~2/19/75~~ 6/13/76.



48-187C

EXHIBIT A

LEGAL DESCRIPTION

Those parts of the SW 1/4 of Section 26, the South 1/2 of Section 27, and the South 1/2 and the NE 1/4 of Section 28, all in T 14 N, R 11 E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Beginning at the West Quarter Corner of said Section 27; thence N 89° 38' 23" E along the North line of the SW 1/4 of said Section 27; thence N 89° 38' 23" E along of said Section 27; thence N 89° 46' 47" E along the North line of the SE 1/4 of said Section 27; 2619.57 feet to the West Quarter corner of said Section 26; thence N 89° 38' 01" E, along the North line of the said SW 1/4 of Section 26; 1454.94 feet; thence S 45° 00' 00" W, 1026.88 feet; Thence S 35° 00' 00" W, 583.22 feet; thence West 394.28 feet; thence South 199.44 feet; thence West 172.50 feet; thence S 60° 21' 40" W, 1509.19 feet; thence S 03° 02' 30" E, 431.72 feet to a point on the North R.O.W. line of State Highway No. 370; thence along the said North R.O.W. line the following 17 courses: S 89° 27' 30" W, 80.32 feet; thence S 81° 12' 03" W, 298.71 feet; thence N 00° 20' 00" W, 9.43 feet; thence S 89° 34' 32" W, 830.79 feet; thence S 89° 34' 22" W, 535.46 feet; thence N 82° 38' 04" W, 302.63 feet; thence S 82° 22' 00" W, 302.35 feet; thence S 89° 58' 13" W, 1256.00 feet; thence N 89° 24' 10" W, 247.13 feet to a point on the West line of said Section 27, being 62.7 feet N 0° 03' 14" W of the Southwest corner of said Section 27; thence N 87° 47' 48" W, 896.60 feet; thence N 81° 31' 43" W, 308.71 feet; thence S 89° 46' 49" W, 194.72 feet; thence S 80° 56' 12" W, 303.86 feet; thence S 88° 01' 24" W, 400.30 feet; thence N 86° 15' 15" W, 200.45 feet; thence S 85° 03' 40" W, 350.68 feet; thence N 89° 42' 46" W, 1322.46 feet to a point on the West line of the East 1/2 of the SW 1/4 of said Section 28; thence N 0° 08' 04" W along the said West line of the East 1/2 of the SW 1/4 of Section 28, 2581.85 feet to a point on the North line of the said SW 1/4 of Section 28; thence S 89° 59' 10" E along the said North line of the SW 1/4 of Section 28, 331.88 feet to the Southeast corner of Lot 191, Coronado, as surveyed, platted and recorded in Sarpy County, Nebraska; thence along the southerly line of Lot "C", said Coronado, the following 12 courses: S 66° 33' 47" E, 571.75 feet; thence S 81° 30' 00" E, 500.00 feet; thence East 130.00 feet; thence N 85° 00' 00" E, 295.00 feet; thence N 78° 00' 00" E, 675.00 feet; thence N 43° 30' 00" E, 295.00 feet; thence N 11° 00' 00" E, 250.00 feet; thence N 16° 00' 00" E, 375.00 feet; thence S 85° 00' 00" E, 405.00 feet; thence N 12° 00' 00" E, 240.00 feet; thence N 89° 30' 00" E, 40.00 feet; thence N 00° 30' 00" W, 50.00 feet to a point on the South line of Lot 400, said Coronado; thence Easterly along the said South line of Lot 400 and Lot 401, on a curve to the left (radius being 545.89 feet) for an arc distance of 333.47 feet; thence N 54° 30' 00" E along the said South line of Lot 401, 33.85 feet to a point of curve; thence Easterly on a curve to the right (radius being 544.29 feet) for an arc distance of 336.73 feet to a point on the West R.O.W. line of a dedicated county road; thence N 89° 56' 46" E, 33.00 feet to a point on the East line of the NE 1/4 of said Section 28; thence S 00° 03' 14" E along the said East line, 1157.61 feet to the point of beginning; except the A. T. & T. site located in the SW 1/4 of Section 27, which is 100' x 100' in size and is more particularly described as follows: commencing at a point N 00° 03' 14" W, 533.8 feet and N 89° 56' 46" E, 33 feet from the Southeast corner of said Section 28; thence N 89° 56' 46" E, 100 feet; thence N 0° 03' 14" W, 100 feet; thence S 89° 56' 46" W, 100 feet; thence S 00° 03' 14" E, 100 feet to the point of beginning. (Containing 557.57 acres.) (The North line of said Section 28 being assumed N 89° 59' 51" E in direction.)

SUBJECT, HOWEVER, to: (i) easements shown on Survey, Job No. 71-25, prepared by Lamp, Rynearson & Associates, Inc. dated April 1974; (ii) easements for control of outdoor advertising in favor of the State of Nebraska, Department of Roads; (iii) taxes for 1974; and (iv) right, title and interest of Edward J. DeBartolo Corporation under the Contract.



LAMP, RYNEARSON & ASSOCIATES, INC.  
ARCHITECTS ENGINEERS SURVEYORS  
460 DODGE STREET OMAHA, NEBRASKA 68102