

14-14-12

NW SW

QCD 90-1280 C to walm (ie case to Church NA to c)
90-12530 W to walm (ie case to WalMart
29 Withnuss to WalMart
28 Woodwood to WalMart

agreed 58-2159

~~case + w 52-494 of 20-4H~~

~~case 49-520 exp~~

~~46-679~~

notice 45-205 OK

WD 147-1627 OK

145-1236 OK
1227 OK

canv 126-277 w m Bros
+ ass 30-359 OK for lead

ROW 30-411 oppo

~~rep 20-411 oppo~~ SW 1/4 OK (in Frickwood)

exec 67-618 to Withnuss SW 1/4
dead 12-527 gn takes SW 1/4

ROW 5-9-82 Trucke - SF NE Hwy

WD ~~case~~

see 9917888 (dot 6)

L. P. BUCK
P. O. BOX 100
EUREKA, CALIF. 95501

COVENANCE AND ASSIGNMENT

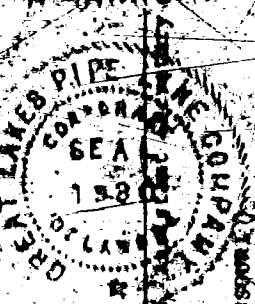
THIS INSTRUMENT, Made this 15th day of March, 1966 between GREAT LAKES PIPE LINE COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, with its principal office at 1102 Grand Avenue, Kansas City, Missouri, hereinafter called "Grantor", and WILLIAM BROTHERS PIPE LINE COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, with its principal office at 1102 Grand Avenue, Kansas City, Missouri, hereinafter called "Grantee".

WITNESSETH: THAT GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by GRANTEE, the receipt of which is hereby acknowledged, does by these presents SELL, ASSIGN AND TRANSFER unto GRANTEE, its successors and assigns forever, the commonly known lot of right-of-way frontage and appurtenances listed in Exhibit "A" over, under, upon, across and through those parcels of land is said Exhibit "A" and situate in Sevier County, Missouri and State of MISSOURI which said Exhibit "A" is attached hereto and by this reference made a part hereof, to the same purpose, extent and effect as if physically copied herein, and this instrument assigns and transfers all rights of the Grantor under such easements and grants.

EXCEPTING from this grant such portions of the easements and grants as have been heretofore released, condemned or quit-claimed, all as shown in Exhibit "A" TO HAVE AND TO HOLD such, subject to the aforesaid exceptions, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that such are free and clear from any incumbrance done or suffered by it, except as hereinbefore mentioned; and that Grantor will warrant and defend the title to such unto the Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under GREAT LAKES PIPE LINE COMPANY, but against none other.

IN WITNESS WHEREOF, the said Grantor, GREAT LAKES PIPE LINE COMPANY, has caused this deed to be duly executed on its part the day and year above written.

ATTEST



W. C. Milton, Secretary



GREAT LAKES PIPE LINE COMPANY

By Grey Linsley, Vice President

STATE OF MISSOURI)
COUNTY OF JACKSON)

RECORDED IN BOOK 100, PAGE 277. FILED IN PUBLIC RECORDS AT JACKSON, MISSOURI, MARCH 15, 1966.

On this 15th day of March, 1966, before me, a Notary Public in and for said county, in the state aforesaid, personally appeared Grey Linsley, to me personally known to be Vice President of Great Lakes Pipe Line Company, and W. C. Milton, to me personally known to be Assistant Secretary of said Company, and on being by me duly sworn, did severally say that they are Vice President and Assistant Secretary, respectively, of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed and delivered on behalf of said corporation by authority of its Board of Directors; and the said Grey Linsley and W. C. Milton severally acknowledged said instrument to be their free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses and purposes specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of March last above written.



W. C. Milton
Notary Public, Missouri

53031

MISCELLANEOUS RECORD No. 12

STATE OF NEBRASKA
COUNTY OF SAPPY
GREAT LAKES PIPE LINE COMPANY
WILLIAM PRICKE

WILLIAM PRICKE
20
Filed February 14, 1945 at 1 o'clock P.M.
GREAT LAKES PIPE LINE COMPANY
Rt. of Way #116
Form 80
REV. 3-45

For and in consideration of the sum of Five (\$5.00) Dollars, (\$5.00) to him in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, William Pricke - Stable does hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and repair at any time a pipe line or pipe lined for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and repair telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and under any lands or premises situate in the County of Sappy and State of Nebraska, and described as follows: S.W. 1/4, S. 14, of S.E. 1/4, Sec. 14-T.14-R 10.

The said Grantor his heirs or assigns are to fully use and enjoy the said premises and the easement for the purposes hereinafore granted to the said GREAT LAKES PIPE LINE COMPANY and its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns do hereby covenant to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises shall be because of the laying of each line of pipe and each telegraph and telephone line shall be as soon as said line or lines are completed. In addition to this there shall be the laying of the first line of pipe an additional compensation shall be made for the laying of each rod or fraction thereof of land on these premises, across or over said line or lines. All telegraph lines shall be laid with a consideration to the carrying capacity thereof. In the use of telegraph fences, crops or other improvements, which may be damaged by reason of the line, maintenance, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be accepted and determined by three disinterested one thereof to be appointed by the owner of the premises, one of whom shall be from the heirs successors or assigns, and the third shall be appointed as aforesaid, in the absence of such persons being final and conclusive.

Telegraph and telephone line as constructed above and to, shall be located along boundary of fence line.

Dated this 21 day of Nov., 1945.

William Pricke
(Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
COUNTY OF SAPPY (ss.

Before me, the undersigned, a Notary Public in and for the State of Nebraska, on the 21 day of November, 1945, personally appeared William Pricke, Stable, a duly qualified person who executed the within and foregoing instrument and acknowledge and certify that the same as his free and voluntary act and deed, and that he is duly qualified to perform the same.

Witness my hand and official seal.

GUY E. TATE, NOTARIAL SEAL
SAPPY COUNTY, NEBRASKA
COMMISSION EXPIRES MAY 14, 1952

My Commission expires July 15, 1951.

East 150' except street of the north 325'+ of that part of Lot 159 Park View Heights bounded by 84th St. on the east and Plaza Blvd. on the south

East 150' except street of the south 220'+ of that part of Lot 159 Park View Heights bounded by 144th St. on the east and Plaza Blvd. on the north

West 5' of Lot 143 and east 145' of Lot 57, Park View Heights Pt. 16, Park View Heights

East 150' Pt. 15, Park View Heights

East 132' Pt. 13, Park View Heights

East 132' of Lot 21, Alpine Village South

East 150' of Lot 22, Alpine Village South

Lot 1, Willow Brook

East 150' of Lot 2, Willow Brook

A connection charge of \$ 4.33 per foot will be made as to each of said lots or parcels of land whose owners apply for, and receive, service from such main. This charge is in lieu of an assessment which would have been made if said main had been installed under the statutory procedure for main extensions. The connection charge may be paid in full, or in installments, as provided by the Rules and Regulations of Metropolitan Utilities District.

When the connection charge has been paid in full by the owner of a lot, a receipt will be issued and may be recorded by him. Inquiry may be made of the New "Services" Section of Metropolitan Utilities District as to whether a connection to said main has been made as to any one of the lots or parcels of land hereinabove described, and the amount of the connection charge remaining unpaid, if any.

Omaha, Nebraska, December 12, 19 72

METROPOLITAN UTILITIES DISTRICT

By J. W. Hauge
A 02298 / X

45-705

NOTICE

METROPOLITAN UTILITIES DISTRICT

to
 Job. No. WCC 4331-1

WHOM IT MAY CONCERN:

Notice is hereby given that Metropolitan Utilities District has, under its construction order procedure, installed a water main, in the following streets:

On 84th Street between Harrison Street and Giles Road

FILED FOR RECORD 2:45 P.M. JAN. 23, 1914 IN BOOK 45 OF Miss. Recs. 1400
 PAGE 265 Carl & Hildegarde REGISTER OF DEEDS, SARPY COUNTY, NEB.

Sarpy

in ~~Conthax Districts~~ Sarpy County, Nebraska, or adjoining said city, abutting the lots or parcels of land described below:

Pt. A, Lot 1282, LaVista
 Pt. J-1, Lot 1282, "
 Pt. J-2, Lot 1282, "
 Pt. K, Lot 1282, "
 Pt. T1, Lot 1282, "
 Pt. T2, Lot 1282, LaVista

Pt. 1354, 1355, 1356, 1357, 1358, 1359, ~~xxxx~~, 1361, 1362,
 1363, 1364, 1365, 1366, 1367, 1368 1369, LaVista

Westerly 132' except street of part of tax Lot 2 in the
 west 1/2 of the SW $\frac{1}{4}$ of Sec. 14-14-12E

Westerly 150' except street of Pt. tax Lot 3A in the SW $\frac{1}{4}$
 of the SW $\frac{1}{4}$ of Sec. 14-14-12E

East 150' except street the south 299.2' of the north
 353' in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 15-14-12E



94-13519

FILED
INSTRUMENTS
94-13519

REVISION DATE: June 10, 1994

94 JUN 15 PM 4:00

This Agreement is made and entered into this 11 day of June, 1994, by, between and among Brentwood Crossing Associates, a Missouri general partnership ("Brentwood"), Brentwood Crossing Associates II, a Missouri general partnership ("Brentwood II"), and Brentwood Crossing Associates III, a Missouri general partnership ("Brentwood III").

This agreement is made in view of the following facts:

- A. Brentwood owns the following described tract of real property (the "Brentwood Property"):
 - Lots 2, 3, 4, 5, 6, 7, 8A1 and 8A3 of Brentwood Crossing Replat No. 2 Subdivision, LeVista, Sarpy County, Nebraska.
- B. Brentwood II owns the following tract of real property (the "Brentwood II Property"):
 - Lot 1 of Brentwood Crossing, a subdivision in Sarpy County, Nebraska.
- C. Brentwood III owns the following tract of real property (the "Brentwood III Property"):
 - Lots 8B and 8C, Brentwood Crossing Replat No. 1, a subdivision, in Sarpy County, Nebraska.
 - and
 - Lots 8A2 and 8A4, Brentwood Crossing Replat No. 2, being a replat of Lot 8A, Brentwood Crossing Replat No. 1, a subdivision, in Sarpy County, Nebraska.
- D. The Brentwood Property, the Brentwood II Property, and the Brentwood III Property, are all located in Sarpy County, Nebraska. The Brentwood Property, the Brentwood II Property, and the Brentwood III Property comprise and are part of the Brentwood Crossing Shopping Center located in LeVista, Sarpy County, Nebraska.

PARIZAV



13519

E. The Brenwood Property, the Brenwood II Property, and the Brenwood III Property share common walls. The parties have entered into this agreement to provide for the parties' rights, obligations, and responsibilities with respect to maintenance and repair of those common walls. This agreement relates to only the walls on the above-described tracts of real property shared by any two parties to this agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of Party Walls: Each party wall which is the subject of this agreement shall be maintained at the equal cost of both parties which share the subject party wall. However, nothing in this agreement shall be construed to limit a party's ability to pass on its maintenance obligations to its lessee or lessees.

2. Responsibility for Damage: In the event that any party wall which is subject to this agreement is damaged (regardless of the extent of such damage), then the responsibility for repairing such damage shall be divided and allocated as follows:

a. If a party or that party's agents, employees, representatives, or lessees are responsible for such damage, then the responsible party shall repair such damage as soon as reasonably practical. Nothing in this paragraph or in this agreement shall preclude a party from contracting with its lessee or lessees in order to pass on such repair obligations to a lessee or lessees.

b. If the parties to a party wall are unable to determine or agree as to which party is responsible for damage to a party wall or as to how to allocate responsibility for such damage if both parties are responsible for such damage, then such issues shall be submitted to arbitration pursuant to the Uniform Arbitration Act as it is then in effect in the State of New York. The arbitrator or arbitrators appointed in accordance with the Uniform Arbitration Act, the rules of procedure and substance in connection therewith then in effect in the State of New York, shall select the arbitrator or arbitrators. The arbitrator or arbitrators shall select the party or parties responsible for the damage to the party wall and shall select the party or parties to pay the cost of such repair. The arbitrator or arbitrators shall also select the party or parties to pay the cost of such repair.

c. If the parties to a party wall are unable to determine or agree as to which party is responsible for damage to a party wall or as to how to allocate responsibility for such damage if both parties are responsible for such damage, then such issues shall be submitted to arbitration pursuant to the Uniform Arbitration Act as it is then in effect in the State of New York. The arbitrator or arbitrators appointed in accordance with the Uniform Arbitration Act, the rules of procedure and substance in connection therewith then in effect in the State of New York, shall select the arbitrator or arbitrators. The arbitrator or arbitrators shall select the party or parties responsible for the damage to the party wall and shall select the party or parties to pay the cost of such repair. The arbitrator or arbitrators shall also select the party or parties to pay the cost of such repair.

99-135190

Parties to Agreement

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Brenwood Crossing Associates, a Missouri general partnership ("Brenwood")

By: Gordon Property Company IX, L.P., General Partner

By: Gordon, General Partner

Brenwood Crossing Associates II, a Missouri general partnership ("Brenwood II")

By: Gordon Property Company IX, L.P., General Partner

By: Gordon, General Partner

Brenwood Crossing Associates III, a Missouri general partnership ("Brenwood III")

By: Gordon Property Company IX, L.P., General Partner

By: Gordon, General Partner

point of intersection on the easterly right of way line of South 84th Street; thence northerly on the easterly right of way line of South 84th Street on the following described courses; N 00°06'56" E, a distance of 473.90 feet; thence N 60°03'09" E, a distance of 1320.21 feet, to the true point of beginning.

Containing a calculated area of 34.308 acres, of land, Subject to all easements, restrictions, and reservations of record.

Permanent monuments have been placed at all corners of the Subdivision boundary and a bond has been furnished to the City of La Vista to ensure placing of permanent monuments at all corners of all lots, angle points, and ends of all curves. All dimensions shown are in U.S. feet and decimals of a foot.



Signed this 27th day of August, 1990.

Charles H. Landrum, P.E. L.S. No. 467

DEDICATION

Know all men by these presents that Wal-Mart Stores, Inc., owners of the property described in the Surveyor's Certificate and embraced within this plat have caused said land to be subdivided into lots to be numbered as shown, said subdivision to be hereinafter known as Brentwood Crossing (Lots 1 thru 8 inclusive), and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby grant in perpetuity the easements all as shown on this plat to the City of La Vista, Omaha Public Power District, Metropolitan Utilities District, U.S. West Communications, Peoples Natural Gas Company, and any company which has been granted franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to allow them for the purpose of construction, reconstruction, repair, maintenance, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and appurtenances for the distribution of electricity, gas, telephone, cable television, wastewater collectors, storm drains, water mains, and all appurtenances thereto, over, upon or under any easements shown thereon.

Direct access to South 84th Street (Nebraska Highway 85) is hereby relinquished from Lots 2,3,5,6, and 7.

Direct access to Marisu Lane is hereby relinquished from Lot 1.

Direct access to South 84th Street (Nebraska Highway 85) shall be limited to two Commercial Entrances, one on Lot 1 and one on Lot 8.

Easements are reserved for the use of all accesses to public street for ingress of egress from and to such street, which are appurtenant to any platted lot.

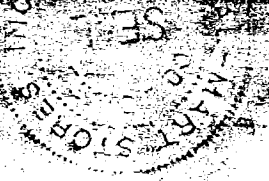
No permanent buildings shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid use or rights herein granted.

In Witness Whereof, we do hereunto set our hands this 27th day of August, 1990.

Wal-Mart Stores, Inc.

Curtis H. Barlow

Vice President





3636 N. Central Avenue, Suite 350
Phoenix, Arizona 85012
Main Office Number (602) 287-3500
Direct Dial (602) 287-3508
Fax (602) 263-0433
e-mail kniedringhaus@landam.com

12/20/99 1:15 PM

To: Beth Bucklin
Fax: (402) 691-9970

From: Kris Niedringhaus
National Title Officer

Number of pages including cover page: 2

Facsimile Transmission

Re: My File No. 99-19706
Your File No. T-9925200
Sydran

Hi Beth,

I received your package today with the exception documents, I am missing just a few.

1. Please provide a copy of the plat filed December 26, 1990 as Instrument No. 90-18556.
2. Deed of Trust filed July 8, 1996 as Instrument No. 96-013437.
3. Assignment of Leases and Rents filed July 8, 1996 as Instrument No. 96-013439.
4. Financing Statement filed July 8, 1996 as Instrument No. 96-013438.

Would you please send them via overnight delivery

Also, please look at the numbering on the title commitment exceptions (what should be 17, started over at 9), please correct the numbering, so as not to confuse the easily confused surveyor. Thanks!

Attached hereto is a request for charges, please complete and fax back to my attention.

Thank you for all your hard work!