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DEVELOPMENT AND USE AGREEMENT

This Agreement is made and entered into by and between BEST BUY CO., INC., a Minnesota corporation, ("Purchaser") and KV-CENTER ASSOCIATES, a Nebraska general partnership ("Seller").

del W I T N E S S E T H:

How WHEREAS, Seller and Purchaser entered into a Purchase Agreement dated June 25, 1992, amended July 13, 1992 and further amended August *Sept 8th* 1992 for the sale to Purchaser by Seller of approximately 2.957 acres of property at Oak View Plaza near the Southeast corner of 144th Street and Oak View Road, Omaha, Nebraska being more particularly described on Exhibit "A" hereto (the "Premises"); and

WHEREAS, Seller is the owner and developer of a certain shopping center located at Oak View Plaza more particularly described on Exhibit "B" hereto (herein "Oak View") of which the Premises to be sold to Purchaser by Seller is a part; and

WHEREAS, the parties hereto are desirous of entering into an agreement which will set forth their mutual undertakings and understandings with regard to the development of the Premises and areas adjoining and which will set forth covenants and use restrictions placed upon the Premises consistent with the development of Oak View and upon Oak View for the benefit of the Premises.

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof and in consideration of the covenants and undertakings hereinafter set forth it is agreed by and between the parties as follows:

1. Development of the Premises.

(a) For the further development of the Premises, Seller agrees to perform the following subsequent to the closing of the sale of the Premises by Seller to Purchaser, to wit:

(i) To install at Seller's expense the first entrance to Lot 20 of Oak View Plaza from Oak View Drive east of 144th Street at the location marked as No. 1 on the Master Site Plan CC-19 of Oak View Plaza dated June 9, 1992, attached hereto as Exhibit B and incorporated herein by this reference;

(ii) To extend at Seller's expense the service road marked as Area No. 2 on Exhibit B, from the entrance referred to in (i) above to the westerly property line of the Premises;

(iii) To cause the Premises to be graded at Seller's expense such as to create thereon a building pad for the construction of a single floor building having not less than 28,800 square feet having a level top elevation 8 inches below the finish floor elevation of the proposed building to be built by Best Buy on the Premises as shown by plans and specifications for such construction prepared by _____ Architects dated _____, 1992. The balance of the Premises will be graded tapered to the south and easterly curb of Oak View Drive;

(iv) To pay one-half (1/2) of the cost of installation of the driveway to be constructed to provide access to the parking stalls to be located in the parking area on the west boundary on the property (marked as Area No. 4 on Exhibit B) and to pay the entire cost of installation of the driveway to be constructed to provide access to the parking stalls to be located in the parking area on the east boundary of the Premises (marked as Area No. 5 on Exhibit B);

(v) To grade and install at Seller's expense the driveway and access road from the entrance referred to in (i) above to the westerly boundary of the Premises; and

(vi) To install utilities to the Subject Premises in accordance with the provisions of the Purchase Agreement provided that Purchaser shall contribute toward the cost of such installation in accordance with the terms of the Purchase Agreement.

(vii) To install at its expense a temporary entrance at the location marked as Area 7 on Exhibit B for the purpose of ingress and egress to the Premises of Purchaser during completion of construction and development of the Premises; and

(b) For the further development of the Premises, Purchaser agrees to perform the following subsequent to the closing of the purchase of the Premises by Purchaser from Seller:

(i) To extend at its expense from the west property line of the Premises to the east property line of the Premises the service road to be installed by Seller in (a)(i) above;

(ii) To grade and pave at its expense the second entrance to Lot 20 from Oak View Drive east of 144th Street in the area marked as Area No. 3 on Exhibit B;

(iii) To complete at its expense (other than the contributions to such expense to be made by Seller as provided above) the finish grading for the installation of the parking lot and to install the balance of the parking lot on the Premises as shown on Exhibit B;

(iv) To pay its prorated share of cost of installation of utilities to the subject Premises in accordance with the terms and provisions of the Purchase Agreement referred to in the first preamble hereto.

2. Applicable Purchaser Use Restrictions. Purchaser agrees that the Premises may not be used for any of the following uses: (a) grocery supermarket; (b) sporting goods store; (c) discount department store; (d) home improvement store; (e) building supply center; (f) toy store; (g) discount drug store; (h) office supply store; (i) book store; or (j) theater; provided, however, that none of such restrictions shall apply four (4) years after the date that Purchaser has opened for business on the Premises unless another owner or occupant of Oak View has, during such period of time, opened within the shopping center a place of business having at least twenty thousand (20,000) square feet of retail or commercial space and which has as its primary use one of the above restricted uses which are then sought to be imposed on the Premises and such business remains open for business at such time as Purchaser intends to change the use of the Premises to one of the foregoing restricted uses. The Premises shall be used only for retail purposes.

3. Applicable Seller Use Restrictions. Seller agrees that Seller will not permit the use of any part of Oak View (other than the Premises) for a discount electronics store or full-line electronics store having a total sales area in excess of ten thousand (10,000) square feet without first having obtained the written approval of Purchaser.

4. Right of Repurchase. In the event that Purchaser has not commenced construction of a store having not less than twenty-seven thousand five hundred (27,500) square feet of enclosed sales area on the Premises in a bona fide and substantial manner, and in accordance with plans and specifications approved by Seller, within one hundred twenty (120) days of closing of the purchase by Purchaser from Seller of the Premises, and Purchaser does not complete such construction within one (1) year of closing, Seller may repurchase the Premises, together with any and all improvements thereon and all rights, privileges and easements appurtenant thereto, in the manner hereinafter set forth. In the event that Seller desires to exercise such right, it shall so do by delivery of written notice to Purchaser within thirty (30) days after expiration of said time period. Within thirty (30) days after delivery of such notice Purchaser shall have the right to void such election by commencing construction of Purchaser's Building within such period of time and by completing construction of said Building within one (1) year after commencement of construction. If Purchaser does not void such election within said period of time, Seller shall within thirty (30) days thereafter deposit into escrow with a title company or another escrow agent a sum equal to the price paid to Seller at closing, plus any other expenses paid by Purchaser to Seller in connection with the acquisition and development of the Premises, as the Purchase Price, and Purchaser shall deliver into escrow with the escrow agent a limited warranty deed, duly executed and acknowledged so as to convey to Seller fee simple title to the Premises free and clear of all liens, restrictions, encumbrances and other matters other than those subject to which Seller conveyed the Premises to Purchaser. In addition, Purchaser shall transfer, reconvey or terminate any easement rights acquired appurtenant to the Premises in a manner satisfactory to Seller. Purchaser also shall deposit sufficient funds to pay the costs of any and all transfer taxes including, without limitation, any documentary stamps applicable to the deed. Upon receipt of all documents and funds, the escrow agent shall deliver the deed and the funds for payment of such transfer taxes to Seller and the funds equal to the Repurchase price to Purchaser.

The periods of time specified in this provision shall be extended due to any period of delay which arises from or through force majeure, including but not limited to any acts of God, strikes, contractor delays, shortages or unavailability of labor

or materials, lockouts or labor difficulty, explosion, sabotage, accidents, riot or civil commotion, act of war, fire or other casualty, legal requirements and causes beyond the reasonable control of Purchaser.

5. Right to Expand. Subject to the approval of the Architectural Control Committee, which approval shall not be unreasonably withheld or delayed, Purchaser shall be allowed to expand its improvements on the Premises provided that Purchaser provides sufficient parking spaces to continue to conform to the ratio of 5.5 cars per 1,000 square feet of building area. In addition, Purchaser shall be allowed to sell or lease all or part of its undeveloped property to a third party. Said third party shall have the right to construct a building with appropriate storefront and signage on the premises, provided that all building and signage plans are subject to the approval of the Architectural Control Committee, which approval shall not be unreasonably withheld or delayed, and further provided that the third party provides sufficient parking spaces to continue to conform to the ratio of 5.5 cars per 1,000 square feet of building area..

6. Storefront and Building Signage. Seller acknowledges that it has examined and reviewed Purchaser's storefront and building signage plans. Seller hereby approves Purchaser's storefront and building signage plans provided that the storefront and building signage match the storefront and building signage currently in place at the other Best Buy store in Omaha, Nebraska.

7. Pylon Sign. Seller warrants that there will be a minimum of one pylon sign at Oak View Plaza Shopping Center. Seller further warrants that all permitted users will have equal space on any and all pylons signs. Seller agrees that purchaser shall have the right to be on any and all pylon signs. Seller agrees to allow Purchaser to have the bottom position on any and all pylon signs. Seller agrees that Purchaser shall be permitted to use its standard canned sign with black letters on a yellow background on any and all pylon signs.

8. Duration. Unless otherwise canceled or terminated this agreement and all the rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof or such earlier date as may be required in order that this agreement shall not be invalidated or be subject to invalidation by reason of a limitation imposed by law or the duration thereof.

9. Integration. 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 and delivered shall not be modified or altered in any respect except by writing, executed and delivered in the same manner as provided by this document.

Handwritten signature and initials:
5. [Signature] [Initials] [JRK]

10. Relationship of the Parties. Nothing herein contained shall be construed to make the parties principal and agent, partners, or joint venturers or to render any party liable for the debts or obligations of the other, excepts as may be provided in this agreement.

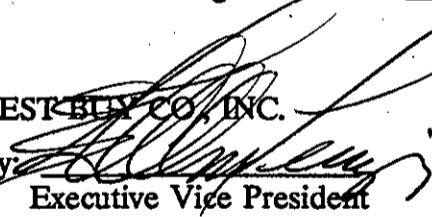
11. Severability. If any provision of this agreement shall, to any extent be invalid or unenforceable, the remainder of this agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

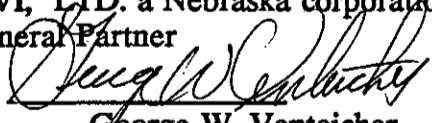
12. Governing Law. This agreement shall be construed and governed in accordance with the laws of the state of Nebraska.

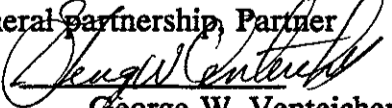
13. Difference in Type Face. Purchaser and seller both acknowledge that pages 5 and 6 of this document have different typeface. Both parties agree to initial these pages and be bound by the terms contained therein just as if the entire document had the same typeface.


IN WITNESS WHEREOF the parties have executed this agreement this 8th day of September, 1992.

JRK


BEST-BUY CO., INC.
By: 
Executive Vice President

KV-CENTER ASSOCIATES, a Nebraska general partnership
By: KVI, LTD. a Nebraska corporation, General Partner
By: 
George W. Venteicher
President

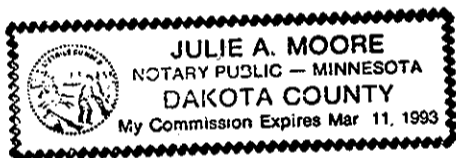
By: OLD MILL ASSOCIATES, a Nebraska general partnership, Partner
By: 
George W. Venteicher
Partner

By: 
Frank R. Krejci
Partner

MINNESOTA
STATE OF ~~NEBRASKA~~
COUNTY OF ~~DOUGLAS~~ SS.
HENNEPIN

On this 4th day of September, 1992 before me a notary public in and for said county and state personally appeared Allen Lenzmeier Executive Vice President of Best Buy Co., Inc., a Minnesota corporation, and he acknowledged the execution of the above and foregoing document as his voluntary act and deed on behalf of said corporation.

[Signature]
Notary Public

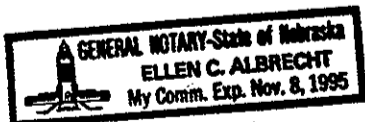


STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

On this 8th day of September, 1992 before me a notary public duly commissioned and qualified in said county personally came George W. Venteicher, who is President of KVI, Ltd., a Nebraska corporation, partner of KV-Center Associates, a Nebraska general partnership, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed on behalf of said corporation and said partnership.

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

[Signature: Ellen C. Albrecht]
Notary Public

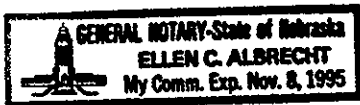


STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

On this 8th day of September, 1992 before me a notary public duly commissioned and qualified in said county personally came George W. Venteicher, Partner of Old Mill Associates, a Nebraska general partnership, Partner of KV-Center Associates, a Nebraska general partnership, to me known to be the identical person

whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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

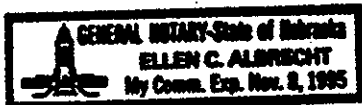


Ellen C. Albrecht
Notary Public

STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

On this 8th day of ^{September} ~~August~~, 1992 before me a notary public duly commissioned and qualified in said county personally came Frank R. Krajci, Partner of Old Mill Associates, a Nebraska general partnership, Partner of KV-Center Associates, a Nebraska general partnership, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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



Ellen C. Albrecht
Notary Public

EXHIBIT "A"

A tract of land being a portion of Lot 20, Oak View, an addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the most southwesterly corner of said Lot 20; thence along the southerly line of said Lot 20, S54°29'08"E (platted bearing), 479.73 feet to the point of beginning; thence N35°30'52"E, 98.23 feet; thence N54°29'08"W, 94.00 feet; thence N35°30'52"E, 172.00 feet; thence S54°29'08"E 49.00 feet; thence N35°30'52"E 201.73 feet to the Southerly line of Oak View Drive, said point also being on the northerly line of said Lot 20, said point also being the beginning of a non-tangent curve to the left; thence along said northerly line and along said curve, having a radius of 340.00 feet and a chord bearing S78°46'40"E, 132.34 feet, an arc distance of 133.19 feet; thence continuing along said northerly line, S90°00'00"E, 82.35 feet; thence S00°00'00"E, 39.74 feet; thence S35°30'52"W, 241.89 feet; thence S54°29'08"E, 51.24 feet; thence S35°30'52"W, 300.00 feet to the southerly line of said Lot 20; thence along said southerly line, N54°29'08"W 216.98 feet to the point of beginning.

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GEORGE A. BULEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE