

POOR INSTRUMENT FILED

THIS AGREEMENT is made and entered into this 8 day of SEPTEMBER, 1980, by and between GEORGE F. RUSSELL,
SUCCESSOR TRUSTEE (Stoneybrook) and FINANCIAL
 PROPERTIES DEVELOPERS, INC., a Georgia Corporation (Financial).

WITNESSETH:

WHEREAS, Stoneybrook and Financial are the owners of certain real estate located in Douglas County, Nebraska, which real estate is planned to be developed into a Shopping Center; and

WHEREAS, Financial and Stoneybrook desire to enter into certain agreements for the use, maintenance and operation of the Shopping Center; and

WHEREAS, Financial and Stoneybrook desire to enter into mutual and reciprocal easements for access, use and maintenance with respect to the Shopping Center for the use of their lessees, sublessees, business invitees, licensees and employees in pursuit of the commercial activities of Financial and Stoneybrook.

NOW THEREFORE, for and in consideration of the foregoing recitals, the undertakings hereinafter provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties covenant and agree as follows.

Definitions

1.01 As used in this Agreement, the terms "Center" or "Shopping Center" shall refer to the real estate described in Exhibit "A" attached hereto and made a part hereof together with all the rights, easements and rights-of-way incident thereto.

1.02 As used in this Agreement, the term "Stoneybrook's Premises" shall refer to the real estate described in Exhibit "B" attached hereto and made a part hereof together with all the rights, easements and rights-of-way incident thereto.

1.03 As used in this Agreement, the term "Financial Premises" shall refer to the real estate described in Exhibit "C" attached hereto and made a part hereof with all the rights, easements and rights-of-way incident thereto.

1.04 As used in this Agreement, the term "Improvements" shall refer to any buildings, parking areas, driveways, landscaping, outdoor lighting, sidewalks, service drives, private streets, shopping center street entrances and exits, curbs, passageways and such other structures and additions constructed by the parties hereto on their respective premises.

Premises Improvements

2.01 Financial does hereby covenant and agree to construct the Improvements on the Financial Premises substantially in accordance with the site plan as shown on Exhibit "D" attached hereto and made a part hereof. Any substantial deviation from such layout must be approved by Stoneybrook, which approval will not be unreasonably withheld. Financial covenants and agrees that no building on Parcel I, shown on Exhibit D, shall be taller than one story, or shall exceed a maximum building size of 5,000 square feet, excluding driveways and canopies cantilevered out from the building.

At the time any part of Parcel I is developed, Financial shall, or at the time any part of Parcel I is sold as undeveloped property, Financial or its successors and assigns, ^{Stoneybrook} agrees, at the expense of Financial or its successors and assigns (whichever is appropriate), shall, unless prevented by public authority, construct an access road and curb cut along the easterly boundary of Parcel I, which will provide direct access to the Shopping Center parking lot shown on Exhibit "D" at a point closest to the Southwest Corner of Parcel II. Further, if any portion of Parcel I is sold, it's obligation to build said access road shall run with the land and shall be binding upon any successor and assign of Financial. The parties hereto on behalf of themselves and their successors and assigns grant each other nonexclusive licenses for the use of said access road for ingress and egress to its Shopping Center, Parcel I and Parcel II.

The parcel labeled "landscape area" to the east of Parcel I and to the south of Parcel II will be permanently landscaped and maintained by Financial as a green area. No buildings or other structures shall be built upon said area without the prior written consent of Stoneybrook. Provided, however, that Financial may erect a sign on said "landscape area".

2.02 Stoneybrook does hereby covenant that at the time of development the improvements contemplated to be constructed on Stoneybrook's Premises will be constructed substantially in accordance with the site plan as shown on Exhibit "D", attached hereto and made a part hereof. Any substantial deviation from Exhibit "D" must be approved by Financial, which approval will not be unreasonably withheld. Stoneybrook covenants and agrees that no building on Parcel II, shown on Exhibit D, shall be taller than one story and no building in Parcel III, shown on Exhibit B, shall be taller than two stories. No building on Parcel II or Parcel III shall exceed a maximum building size of 5,000 square feet for each level of each building, excluding driveways and canopies cantilevered out from the building.

2.03 Except as provided above, both parties do hereby covenant and agree not to construct any buildings in the Shopping Center east of the Front Building Line as shown on Exhibit "D". Both parties also covenant

*John PR
Financial*

PR

that all out parcel uses shall be compatible and complimentary with normal shopping center, commercial development.

2.04 Any building or buildings built in the Center by the parties hereto shall be constructed and maintained in compliance with the laws of the State of Nebraska including the fire, building and health ordinances and rules of the State of Nebraska, Douglas County, or such other agency or office authorized by law to enforce such ordinances, and shall be built under the inspection and subject to the lawful requirements of the building department of any agency or office authorized by law to inspect or make rules covering the erection and inspection of buildings.

2.05 No fences, barriers or other obstructions shall be erected or maintained in the Center. However, nothing in this paragraph shall prevent either party from erecting a barrier between developed land and any undeveloped land of the Center. Any barrier erected shall be removed when the undeveloped portions of the Center are developed.

2.06 The parties hereto agree to follow sound construction practices in the construction of all buildings upon their respective premises.

2.07 Each party hereto shall develop and design that party's parcel of land in the Center so as to dispose of surface waters thereon in such a manner as to minimize the run-off of those waters onto contiguous parcels of land in the Center. Financial shall grade Financial's Premises substantially in compliance with the preliminary grading plan C-2 dated 9/2/80 attached hereto as Exhibit E. Stoneybrook shall grade its premises to compliment the grading on Financial's Premises.

2.08 In the event of destruction of, or damage to, any improvements on Stoneybrook's Premises, or the Financial Premises, Stoneybrook and Financial, as to their respective premises, at their option, shall either:

(a) Cause such improvements to be repaired, reconstructed and restored as nearly as practicable to the condition existing just prior to such damage or destruction; or

(b) Cause other improvements to be constructed on the area covered by the destroyed or damaged improvements, which other improvements are similar to, compatible with, and integrated with the remaining development; or

(c) Cause the area covered by the destroyed or damaged improvements to be razed and the area placed in a neat and orderly condition; or

(d) Cause any combination of the foregoing to occur.

Parking Areas

3.01 Financial does hereby covenant and agree to maintain on the Financial Premises a ratio of parking space of not less than the greater of Five (5) automobile parking spaces for each One Thousand (1,000) square feet of gross leasable area, excluding basements, if any or the requirements of local ordinance.

3.02 Stoneybrook does hereby covenant and agree to maintain on Stoneybrook's Premises a ratio of parking space of not less than the greater of Five (5) automobile parking spaces for each One Thousand (1,000) square feet of gross leasable area, excluding basements, if any or the requirements of local ordinance.

Repair and Maintenance

4.01 The parties hereto shall have the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of their respective premises and the improvements thereon.

4.02 The parties hereto shall keep and maintain all portions of their respective premises and the improvements thereon in a clean and orderly condition, reasonably free of dirt, rubbish, snow, ice and unlawful obstructions.

4.03 When improvements are made thereon, the parties hereto shall properly light their respective premises and improvements.

4.04 In the operation and maintenance of their respective premises and the improvements thereon, the parties hereto shall, at their sole cost and expense, promptly comply, or cause compliance, with all lawful laws and ordinances and the lawful orders, rules, regulations and requirements of the United States of America, the State of Nebraska, the County of Douglas, and any other fully constituted public authority having proper jurisdiction over the Center.

4.05 The parties hereto, at their expense, shall maintain their improvements in a condition consistent with first class shopping centers in Nebraska.

Shopping Center Signs

5.01 The parties hereto shall have the privilege of placing on their respective premises and improvements thereon such signs as they deem necessary and proper in the conduct of their business, provided each party shall pay all costs of erecting and maintaining the signs, including utility costs relating to signs on their respective premises and provided such signs are legally permitted to be installed.

Architectural Uniformity

6.01 The parties hereto agree that it is in their mutual best interest to coordinate the planning and construction of the improvements in the Center in order to keep the Center uniform in appearance and aesthetically pleasing.

Utilities

7.01 Financial or its lessee as to the Financial Premises and Stoneybrook or Stoneybrook's lessees as to Stoneybrook's Premises, shall initiate, contract for and obtain in its name, all utility services required for the Center. Each party shall pay, or cause to be paid, all charges for its utility services as they become due.

7.02 As used in this Agreement, the term "utility services" includes gas, electric, water, sewer, drainage, telephone and garbage services if applicable.

Reciprocal Easements

8.01 Stoneybrook does hereby grant a nonexclusive easement for the use of, access to, and a right-of-way over the parking areas, driveways, sidewalks, service drives, private streets, shopping center street entrances and exits and passageways to be located on Stoneybrook's Premises to Financial and the heirs, successors, assigns, lessees, business invitees and customers of Financial in the Center.

8.02 Financial does hereby grant a nonexclusive easement for the use of, access to, and a right-of-way over the parking areas, driveways, sidewalks, service drives, private streets, shopping center street entrances and exits and passageways located on the Financial Premises to Stoneybrook and the heirs, successors, assigns, sublessees, business invitees and customers of Stoneybrook in the Center.

Utility Service Easements

9.01 As of the date of this Agreement, the location of certain utility service easements has not yet been determined. Stoneybrook and

Financial will agree in the future upon the location of all utility service easements in the Center, and then grant any utility service easements in the Center to each other as may be needed. If, during the installation of any utility service, the Improvements of any party to this Agreement are damaged, then the cost of repairing or replacing any Improvements so damaged must be paid by the party for whose benefit the utility service was being installed.

9.02 Stoneybrook agrees to permit and Financial agrees to provide and maintain a temporary surface water drainage system over a portion of Stoneybrook's Premises along the perimeter of Stoneybrook's Premises abutting Financial's Premises until Stoneybrook commences development on Stoneybrook's Premises. Stoneybrook may, upon commencement of development of Stoneybrook's Premises, redirect the surface water drainage from the Financial Premises, provided it does not restrict the surface water drainage from the Financial Premises.

Temporary Construction Easements

10.01 Stoneybrook hereby grants to Financial a temporary construction easement forty (40) feet in width along the inside perimeter of that portion of Stoneybrook's Premises, which adjoin Financial's Premises as shown on Exhibit "D", and also on both sides of the Perpetual Access Easement granted in Paragraph 13.01 herein.

10.02 Financial hereby grants to Stoneybrook a temporary construction easement of twenty (20) feet around the inside perimeter of the Financial Premises except where a building is to be constructed on the Financial Premises as shown on Exhibit "D" attached hereto and made a part hereof.

10.03 The parties hereto covenant and agree to use the construction easements granted in paragraphs 10.01 and 10.02 in such a manner so as to not cause damage to improvements already constructed or to be constructed on adjacent premises and so as not to unreasonably interfere with the use of the adjacent premises.

10.04 The construction easements granted in paragraphs 10.01 and 10.02 shall continue for a term of two (2) years from the date of this Agreement.

Temporary Service Drive

11.01 Stoneybrook grants to Financial a temporary service drive easement fifty (50) feet in width along the inside perimeter of that

portion of the south boundary of Stoneybrook's Premises adjacent to the proposed K mart building in order for Financial to construct and use a temporary service drive thereon, shown as Temporary Service Drive on Exhibit "D", attached hereto and made a part hereof.

11.02 The easement granted in paragraph 11.01 to Financial will be discontinued and vacated when Stoneybrook, its successors or assigns has constructed or caused to be constructed a paved service drive at least 30 feet in width to provide a circular flow of traffic around the building on the Financial Premises and the building or buildings on Stoneybrook's Premises directly to the north of the Financial Premises; so as to provide a circular flow of traffic around the building on the Financial Premises and the building or buildings on Stoneybrook's Premises directly to the north of the Financial Premises.

Miscellaneous Easements

12.01 Financial shall construct the K mart building with its north wall placed as closely as possible to Financial's north property line. In the event that said north wall is inadvertently placed over Financial's north property line, then Stoneybrook hereby grants to Financial a perpetual easement for such encroachment. Such encroachment shall be limited to a maximum of 24 inches. Stoneybrook shall have the right to place the south wall of its building adjacent to the north wall of the K mart building. Should such north wall be inadvertently placed south of Financial's north property line, then Financial hereby grants to Stoneybrook a perpetual easement for placement of its building adjacent to the north wall of the K mart building.

12.02 Stoneybrook hereby grants to Financial a nonexclusive underground foundation easement of five (5) feet in width along the ~~South~~ ^{South} side of the Stoneybrook Premises as shown on Exhibit "D" attached hereto and made a part hereof in order for Financial to construct footings and foundations for the building to be constructed upon the Financial Premises. Stoneybrook and its lessees shall have the full right to use said foundations constructed by Financial for the benefit and support of any building subsequently constructed on Stoneybrook's Premises immediately adjacent to the Financial Premises; provided, however, that any such use shall not impair the benefits and support to which the building on the Financial Premises is entitled.

12.03 Stoneybrook hereby grants to Financial a temporary easement of twenty (20) feet around the outside perimeter of the Financial Premises as shown on Exhibit "D" attached hereto and made a part hereof, and along the north side of the 50 foot easement granted in paragraph 11.01, in order for Financial to grade the real estate around said perimeter to prevent water drainage from undeveloped portions of Stoneybrook's Premises into the Financial Premises. This easement shall discontinue and be vacated when construction of improvements commences on Stoneybrook's Premises adjacent to the Financial Premises.

Perpetual Access Easement

13.01 Stoneybrook does hereby grant to Financial a nonexclusive easement for the purpose of constructing and maintaining a driveway to be located within that portion of Stoneybrook's Premises described as Perpetual Access Easement on Exhibit "F" and shown on Exhibit "D", attached hereto and made a part hereof. Said driveway shall be constructed by Financial at its full cost and expense substantially as shown on Exhibit "D".

13.02 Financial shall assume all responsibilities contained herein for repairs, maintenance, payment of utilities, etc. on the Perpetual Access Easement on the same basis as if the easement property was part of Financial's Premises.

13.03 Stoneybrook shall pay taxes and assessments as provided in Paragraph 14.02 herein on the property contained in Perpetual Access Easement. Financial shall reimburse Stoneybrook for a proportionate share of said taxes and assessments as follows: Total taxes and assessments for the land and non-building improvements on the tax parcel of which the Access Easement is a portion shall be divided by the total number of square feet in such parcel and the taxes and assessments per square feet so calculated shall be multiplied by the square feet in the Access Easement to achieve the proportionate share for reimbursement by Financial.

Taxes and Assessments

14.01 Financial covenants and agrees to pay, or cause to be paid, all taxes and assessments levied by any duly constituted governmental authority upon the Financial Premises.

14.02 Stoneybrook covenants and agrees to pay, or cause to be paid, all taxes and assessments levied by any duly constituted

governmental authority upon Stoneybrook's Premises.

Indemnity

15.01 Financial does hereby covenant and agree to indemnify and hold harmless Stoneybrook and the heirs, successors, assigns, and sublessees of Stoneybrook in the Center from damages arising out of any accident occurring on the Financial Premises except where caused by negligence of Stoneybrook or the heirs, successors, assigns and sublessees of Stoneybrook in the Center.

15.02 Stoneybrook does hereby covenant and agree to indemnify and hold harmless Financial and the heirs, successors, assigns and sublessees of Financial from damages arising out of any accident occurring on the Stoneybrook Premises except where caused by the negligence of Financial or the heirs, successors, assigns and sublessees of Financial.

Personal Liability

16.01 If any party to this Agreement shall fail to perform any covenant, term or condition of this Agreement, and if, as a consequence, a money judgment is recovered against said party by another party to this Agreement, such judgment shall be satisfied only out of the fee simple interest of that party in the Center. No party shall be personally liable for any deficiency.

Default

17.01 If any party to this Agreement shall be in default with respect to any of its obligations set forth in this Agreement, any other party to this Agreement shall send a written notice of default to the defaulting party. If such default shall continue for thirty (30) days after the receipt of the written notice of default, unless the defaulting party is dilligently pursuing remedy of such default, then the complaining party shall have the right to cure such default for the account of the defaulting party and shall be reimbursed by the defaulting party for reasonable costs so incurred, plus interest at the rate of ten percent (10%) per annum and reasonable attorneys' fees. Such right of reimbursement shall be secured by a lien and charge which is hereby created upon the property of the defaulting party affected by this Agreement; however, such lien and charge shall be subordinated and inferior to any mortgage held by an insurance company, bank, trust company, savings and loan association, pension or profit sharing trust

secured by the property of the defaulting party.

17.02 The written notices of default required in paragraph 17.01 shall be sent not only to the defaulting party, but to all parties to this Agreement, and K mart Corporation, if at the time of default, K mart Corporation is a lessee of Financial and to any first mortgagee of either party should that mortgagee request in writing to the other party that notice be given.

17.03 Any party to this Agreement may bring suit to obtain temporary and permanent injunctive relief to enforce the easement rights granted hereunder. In addition, any such party bringing suit can recover any damages suffered as a result of a breach of this Agreement.

Notices

18.01 All notices provided by this Agreement shall be made in writing (i) either by actual delivery of the notice to the parties thereunto entitled or (ii) by the mailing of the notice in the United States mail, postage prepaid, to the address of the parties entitled thereto, registered or certified mail, return receipt requested. The notice described in (i) above shall be deemed to be received on the date of its actual delivery to the parties entitled thereto and the notice described in (ii) above shall be deemed to be received on the date shown as received on the postal return receipt.

18.02 All notices, demands or other communications to any of the parties to this Agreement shall be addressed as follows:

TO: GEORGE F. RUSSELL, ~~SR~~ TRUSTEE
5005 South 135th St.
OMAHA, NE. 68137

TO: Financial Properties Developers, Inc.
5825 Glenridge Drive, N.E.
Atlanta, Georgia 30328

TO: K mart Corporation
3100 Big Beaver Road
Troy, Michigan 48084

18.03 The parties hereto may, by written notice given by each to the other, designate a new address to which notices, demands and other communications should be sent.

General Provisions

19.01 The agreements herein made, and the restrictions hereby imposed shall be restrictions and covenants running with the land and

shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors, assigns, heirs, devisees, executors, administrators, lessees, sublessees and grantees.

19.02 Financial and Stoneybrook shall be bound to the covenants and agreements provided herein for the term of the sublease covering the Financial Premises between Financial and K mart Corporation and any extensions thereof.

19.03 This Agreement may not be modified, terminated or rescinded without the prior written consent of each of the parties hereto.

19.04 This Agreement shall be construed pursuant to and governed by, in all respects, the law and statutes of the State of Nebraska.

19.05 Titles to paragraphs herein are for information purposes only.

19.06 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the remaining provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and deleted.

19.07 Nothing in this Agreement should be construed to imply that either party is, in any way, a partner or joint venturer with the other party.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals, to this Agreement the day and year first herein-
above written.

Signed, sealed, and delivered
in the presence of:

Frank Russell, TRUSTEE

Notary Public

FINANCIAL PROPERTIES DEVELOPERS, INC.

By:

Arthur Heyman

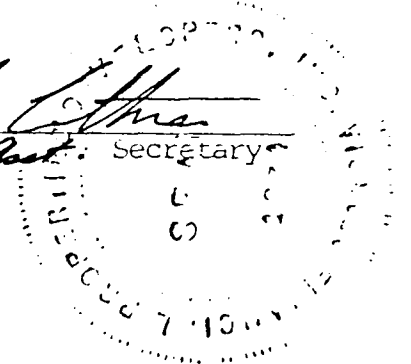
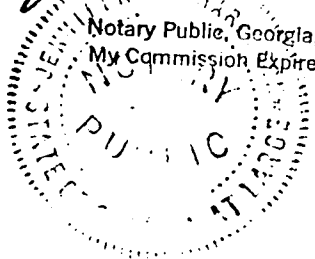
Arthur Heyman, President

Attest:

Jacqueline Sawyer
James J. Harbo

Notary Public

Paul A. Carter
Secretary



STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 7 day of September, 1980, by Arthur Heyman, President of Financial Properties Developers, Inc., a Georgia Corporation, on behalf of said corporation.

Ralph W. Andersen
Notary Public


Notary Public, State of Nebraska
My Commission Expires Feb. 2, 1981



STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 8 day of September, 1980, by George F. Russell, Successor Trustee.

 RALPH W. ANDERSEN
General Notary - State of Nebr.
My Commission Expires
July 14 1981

Ralph W. Andersen
Notary Public

Exhibit "A"

Shopping Center Premises

BOOK 638 PAGE 526

All of Lots 76 through 82, Stony Brook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and being more particularly described as follows:

BEGINNING at the point of intersection of the easterly Right-of-Way line of 147th Street and the southerly Right-of-Way line of U Street; thence S 89° 30' 39" E (assumed bearing) along the southerly Right-of-Way line of U Street a distance of 190.00 ft. to a point; thence northeasterly along a curve to the left on the southerly Right-of-Way line of U Street, having a radius of 405.00 ft., a chord bearing of N 75° 44' 21" E and a chord distance of 206.23 ft., a distance of 208.52 ft. to a point; thence N 60° 59' 21" E along the southerly Right-of-Way line of U Street a distance of 161.04 ft. to a point; thence northeasterly along a curve to the right on the southerly Right-of-Way line of U Street, having a radius of 592.00 ft., a chord bearing of N 75° 41' 26" E and a chord distance of 300.53 ft., a distance of 303.85 ft. to a point; thence S 89° 36' 10" E along the southerly Right-of-Way line of U Street a distance of 145.34 ft. to a point on the westerly Right-of-Way line of 144th Street; thence S 00° 23' 50" W along the westerly Right-of-Way line of 144th Street a distance of 772.57 ft. to a point; thence S 84° 26' 50" W along the westerly Right-of-Way line of 144th Street a distance of 31.22 ft. to a point; thence S 05° 58' 10" E along the westerly Right-of-Way line 144th Street a distance of 67.20 ft. to a point; thence southwesterly along a curve to the left on the westerly Right-of-Way line of 144th Street, having a radius of 2,174.11 ft., a chord bearing of S 15° 17' 00" W and a chord distance of 707.47 ft., a distance of 710.63 ft. to a point on the northerly Right-of-Way line of Stony Brook Boulevard; thence N 89° 58' 42" W along the northerly Right-of-Way line of Stony Brook Boulevard a distance of 120.87 ft. to a point; thence northwesterly along a curve to the right on the northerly Right-of-Way line of Stony Brook Boulevard, having a radius of 534.61 ft., a chord bearing of N 75° 35' 15" W and a chord distance of 265.74 ft., a distance of 268.55 ft. to a point; thence N 61° 11' 49" W along the northerly Right-of-Way line of Stony Brook Boulevard a distance of 504.32 ft. to a point; thence northwesterly along a curve to the left on the northerly Right-of-Way line of Stony Brook Boulevard, having a radius of 2,038.99 ft., a chord bearing of N 62° 08' 33" W and a chord distance of 67.31 ft., a distance of 67.31 ft. to a point on the easterly Right-of-Way line of 147th Street; thence N 26° 12' 33" E along the easterly Right-of-Way line of 147th Street a distance of 70.74 ft. to a point; thence northeasterly along a curve to the left on the easterly Right-of-Way line of 147th Street, having a radius of 901.06 ft., a chord bearing of N 13° 20' 57" E and a chord distance of 401.10 ft., a distance of 404.48 ft. to a point; thence N 00° 29' 21" E along the easterly Right-of-Way line of 147th Street a distance of 530.00 ft. to the POINT OF BEGINNING, said parcel containing 28.30 acres, more or less.

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Exhibit "B"

Stoneybrook's Premises

BDDM 638 PAGE 527

All of Lots 77, 78, and 79 together with a part of Lots 76 and 80, Stony Brook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and being more particularly described as follows:

BEGINNING at the point of intersection of the easterly Right-of-Way line of 147th Street and the southerly Right-of-Way line of U Street; thence S 89° 30' 39" E (assumed bearing) along the southerly Right-of-Way line of U Street a distance of 190.00 ft. to a point; thence northeasterly along a curve to the left on the southerly Right-of-Way line of U Street, having a radius of 405.00 ft., a chord bearing of N 75° 44' 21" E and a chord distance of 206.23 ft., a distance of 208.52 ft. to a point; thence N 60° 59' 21" E along the southerly Right-of-Way line of U Street a distance of 161.04 ft. to a point; thence northeasterly along a curve to the right on the southerly Right-of-Way line of U Street, having a radius of 592.00 ft., a chord bearing of N 75° 41' 36" E and a chord distance of 300.53 ft., a distance of 303.85 ft. to a point; thence S 89° 36' 10" E along the southerly Right-of-Way line of U Street a distance of 145.34 ft. to a point on the westerly Right-of-Way line of 144th Street; thence S 00° 23' 50" W along the westerly Right-of-Way line of 144th Street a distance of 772.57 ft. to a point; thence S 84° 26' 50" W along the westerly Right-of-Way line of 144th Street a distance of 31.22 ft. to a point; thence S 05° 58' 10" E along the westerly Right-of-Way line of 144th Street a distance of 67.20 ft. to a point; thence southwesterly along a curve to the left on the westerly Right-of-Way line of 144th Street, having a radius of 2,174.11 ft., a chord bearing of S 18° 46' 34" W and a chord distance of 444.92 ft., a distance of 445.50 ft. to a point; thence N 81° 06' 14" W a distance of 162.42 ft. to a point; thence N 00° 29' 21" E a distance of 465.29 ft. to a point; thence N 89° 30' 29" W a distance of 328.00 ft. to a point; thence S 00° 29' 21" W a distance of 40.00 ft. to a point; thence N 89° 30' 39" W a distance of 318.32 ft. to a point on the easterly Right-of-Way line of 147th Street; thence northeasterly along a curve to the left on the easterly Right-of-Way line of 147th Street, having a radius of 901.06 ft., a chord bearing of N 02° 56' 33" E and a chord distance of 77.14 ft., a distance of 77.16 ft. to a point; thence N 00° 29' 21" E along the easterly Right-of-Way line of 147th Street a distance of 530.00 ft. to the POINT OF BEGINNING, said parcel containing 17.73 acres, more or less.

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Financial Premises

BOOK 638 PAGE 528

That part of Lots 76, 80, 81, and 82, Stony Brook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and being more particularly described as follows:

BEGINNING at the point of intersection of the easterly Right-of-Way line of 147th Street and the northerly Right-of-Way line of Stony Brook Boulevard; thence N 26° 12' 33" E (assumed bearing) on the easterly Right-of-Way line of 147th Street a distance of 70.74 ft. to a point; thence northeasterly along a curve to the left on the easterly Right-of-Way line of 147th Street, having a radius of 901.06 ft., a chord bearing of N 15° 48' 10" E and a chord distance of 325.52 ft., a distance of 327.32 ft.; thence S 89° 30' 39" E a distance of 318.32 ft. to a point; thence N 00° 29' 21" E a distance of 40.00 ft.; thence S 89° 30' 39" E a distance of 328.00 ft. to a point; thence S 00° 29' 21" W a distance of 465.29 ft. to a point; thence S 81° 06' 14" E a distance of 162.42 ft. to a point on the westerly Right-of-Way line of 144th Street; thence southwesterly along a curve to the left on the westerly Right-of-Way line of 144th Street, having a radius of 2,174.11 ft., a chord bearing of S 09° 24' 44" W and a chord distance of 264.97 ft., a distance of 265.13 ft. to a point on the northerly Right-of-Way line of Stony Brook Boulevard; thence N 89° 58' 42" W along the northerly Right-of-Way line of Stony Brook Boulevard a distance of 120.87 ft. to a point; thence northwesterly along a curve to the right on the northerly Right-of-Way line of Stony Brook Boulevard, having a radius of 534.61 ft., a chord bearing of N 75° 25' 15" W and a chord distance of 265.74 ft., a distance of 268.55 ft. to a point; thence N 61° 11' 49" W along the northerly Right-of-Way line of Stony Brook Boulevard a distance of 504.32 ft. to a point; thence northwesterly along a curve to the left on the northerly Right-of-Way line of Stony Brook Boulevard, having a radius of 2,038.99 ft., a chord bearing of N 62° 08' 33" W and a chord distance of 67.31 ft., a distance of 67.31 ft. to the POINT OF BEGINNING, said parcel containing 10.58 acres, more or less.

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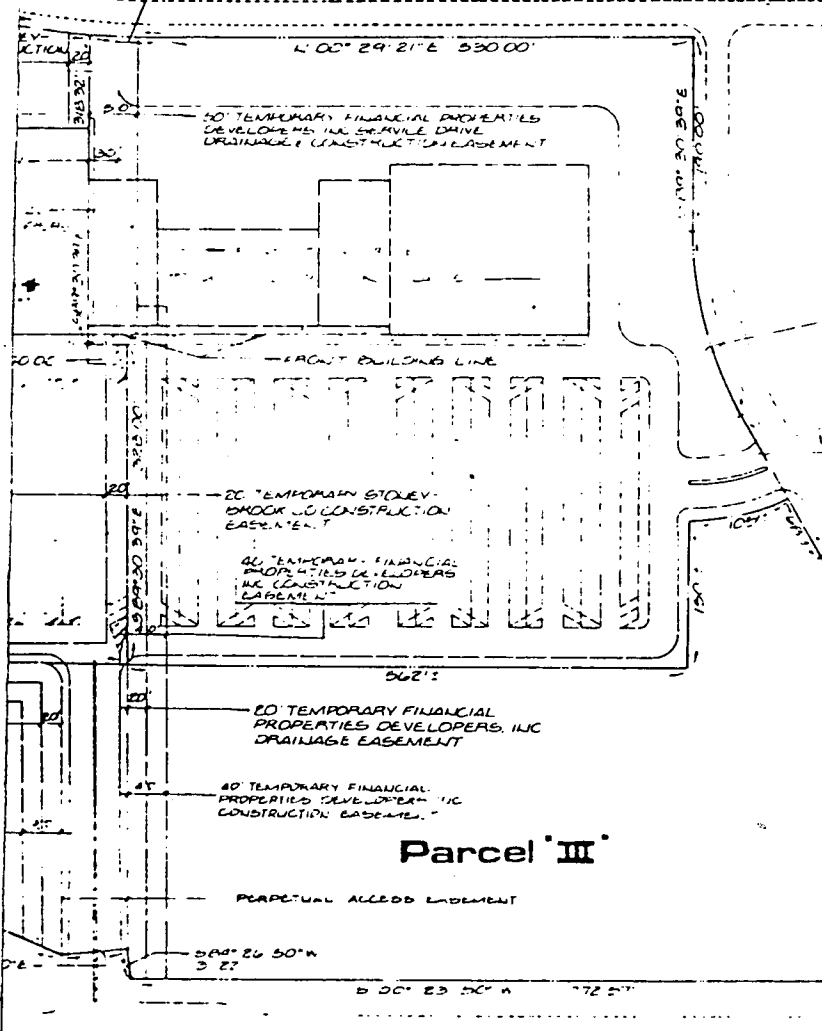
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BOOK 638 PAGE 530

A=901.06'
CHORD BEARING=N113°20'57"E
CHORD DIST=901.10'
ARC DIST=614.84' (ACTUAL)
ARC DIST=608.88' (PL. CHORD)

A=901.06'
CHORD BEARING=N102°56'33"E
CHORD DIST=77.16'
ARC DIST=77.16'

147th STREET (50' RIGHT-OF-WAY)



A=605.00'
CHORD BEARING=N75°46'21"E
CHORD DIST=208.23'
ARC DIST=208.52'

146th ST
60°59'21"E
161.00'

A=592.00'
CHORD BEARING=N113°20'57"E
CHORD DIST=592.10'
ARC DIST=414.84' (ACTUAL)
ARC DIST=408.88' (PL. CHORD)

144th STREET (VARIABLE RIGHT-OF-WAY)

POOR INSTRUMENT FILED

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N6-N75°41'36"E
300.53'
103.85'

PROJECT:	DEVELOPER:
STONY BROOK BLVD & 104 th STREET MILLARD, NEBRASKA	FINANCIAL PROPERTIES DEVELOPERS, I ATLANTA, GEORGIA

This drawing and those of the property of Columbia Engineering and Services, Inc. are prepared by the staff and licensed by the State of Nebraska. It is not to be used for other than the project and site shown hereon. It is not to be used for any other purpose without the written consent of Columbia Engineering and Services, Inc.

THIS DRAWING IS APPROVED FOR CONSTRUCTION
 THIS DRAWING IS NOT APPROVED FOR CONSTRUCTION


DRAWN BY: _____
 DATE: 8-2-50

REVISION	DATE
MISC REVISION	8-3-50
MISC REVISION	8-3-50

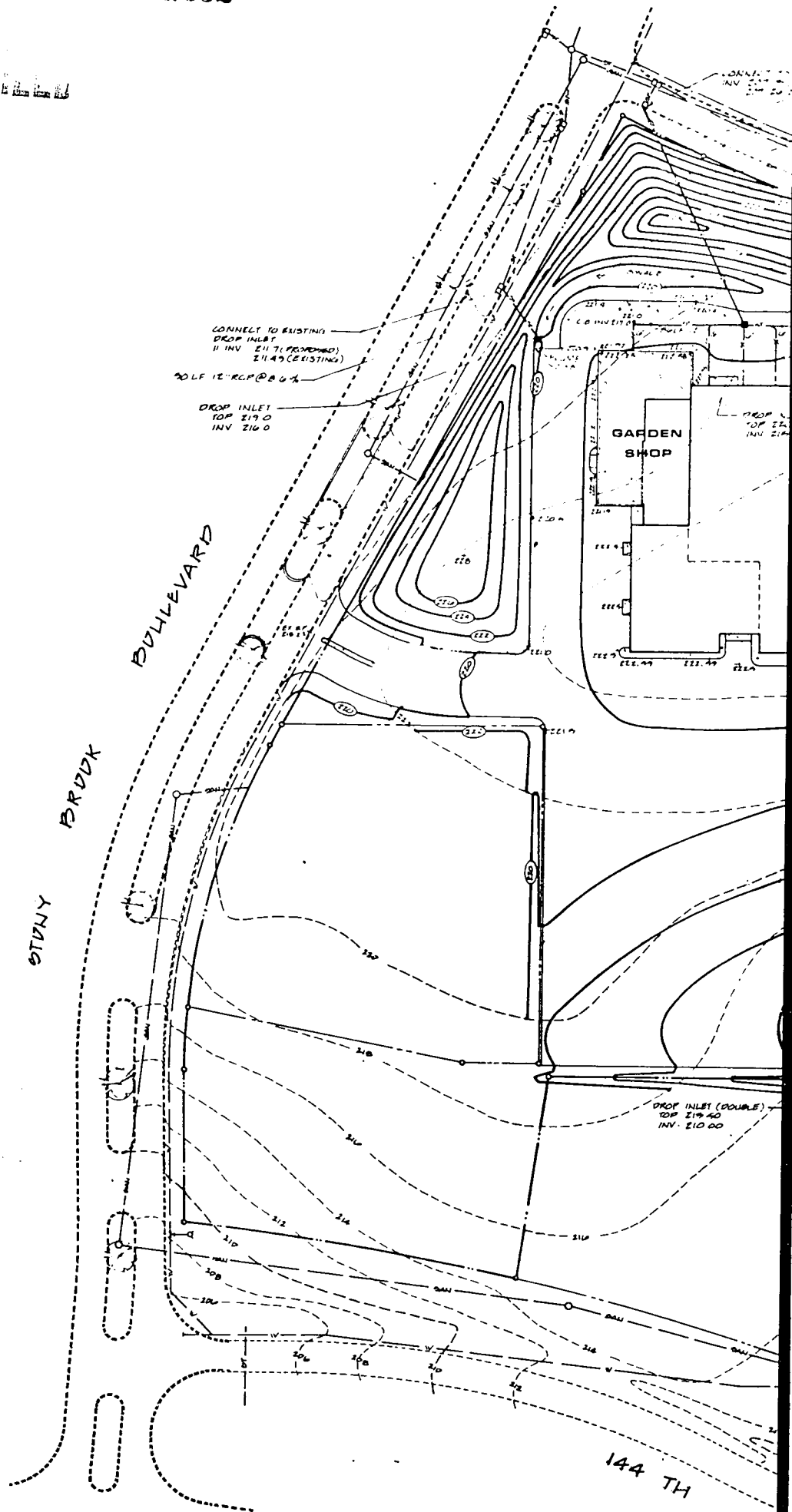
DRAWING NUMBER
Exhibit
 D

Site Plan 
 SCALE: 1" = 100'

BEARINGS AND DISTANCES T-O-CAN
 WERE OBTAINED FROM SURVEY PREPARED
 BY THOMPSON DREEDEN & WHEELER
 CIVIL ENGINEERS
 DATED 02/10/50

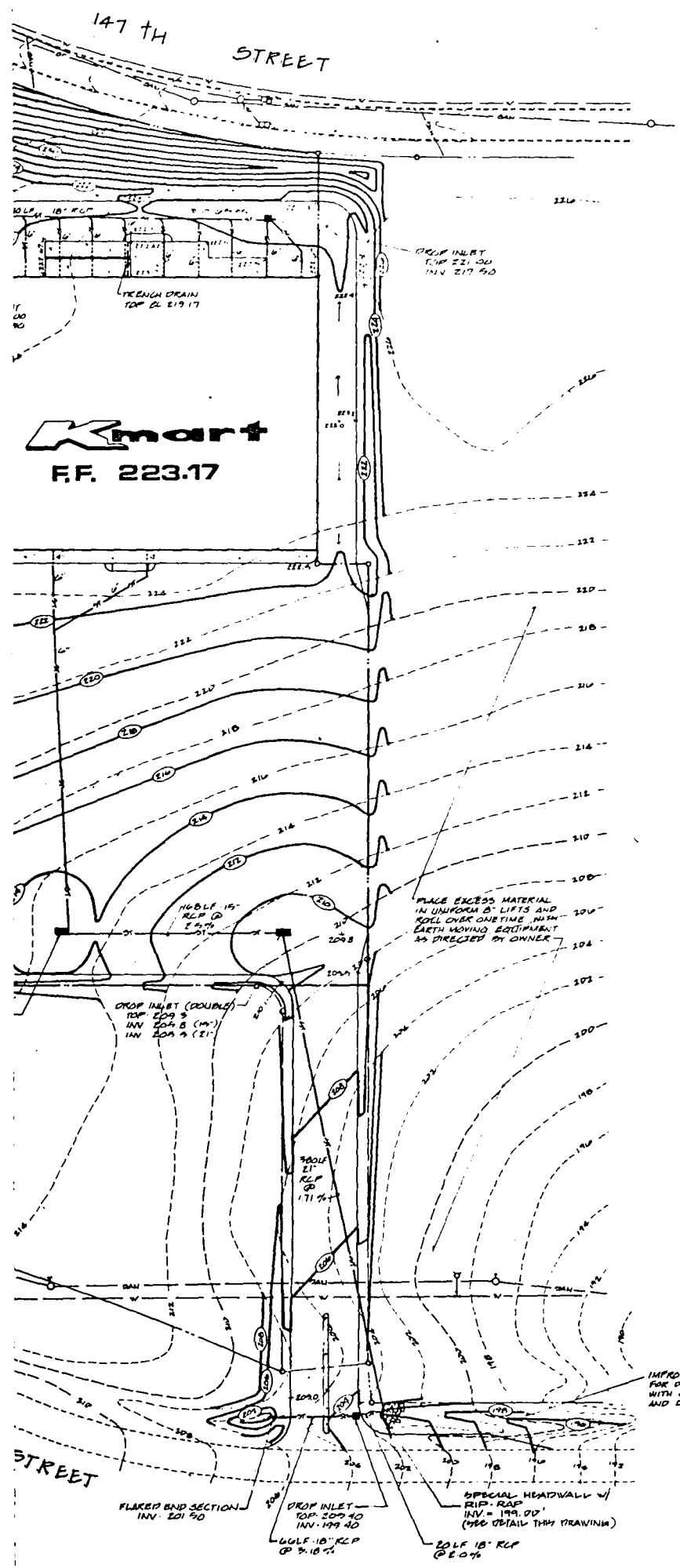
A.I.C.

 ENGINEERING AND SERVICES

POOR INSTRUMENTAL PLAN



POOR INSTRUMENT FILE

EXISTING DROP INLET
(31" DIA)
(15" DIA)
10 LF 18" RCP @ 4.0%.



Kmart
F.F. 223.17

PLACE EXCESS MATERIAL
IN UNIFORM 8' LIFTS AND
ROLL OVER CURBS WITH
EARTH MOVING EQUIPMENT
AS DIRECTED BY OWNER

IMPROVE PITCH AS NECESSARY
FOR DRAINAGE IN ACCORDANCE
WITH CITY OF CHICAGO STANDARDS
AND DIRECTION

FLARED END SECTION
INV. 201.50

DROP INLET
TOP 209.40
INV. 199.40
10 LF 18" RCP
@ 3.10%

SPECIAL HEADWALL w/
RIP, RAP
INV. = 199.00'
(SEE DETAIL THY DRAWING)

20 LF 18" RCP
@ 2.0%

Perpetual Access Easement

BOOK 638 PAGE 535

That part of Lots 78 and 80, Stony Brook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and being more particularly described as follows:

Commencing at a point, said point being the intersection of the north-erly Right-of-Way line of Stony Brook Boulevard and the westerly Right-of-Way line of 144th street; thence northeasterly along a curve to the right on the westerly Right-of-Way line of 144th Street, having a radius of 2,174.11 ft. a distance of 710.63 ft. to a point, said point being the POINT OF BEGINNING; thence N 89° 30' 39" W a distance of 280.22 ft. to a point; thence southwesterly along a curve to the left, having a radius of 20.00 ft., a chord bearing of S 45° 29' 21" W and a chord distance of 28.28 ft., a distance of 31.42 ft. to a point; thence N 00° 29' 21" E a distance of 86.77 ft. to a point; thence S 89° 30' 39" E a distance of 292.66 ft. to a point along the westerly Right-of-Way line of 144th Street; thence S 05° 58' 10" E along the westerly Right-of-Way line of 144th Street a distance of 67.20 ft. to the POINT OF BEGINNING.

25 Mar

RECEIVED
1980 SEP -9 PM 12: 15
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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of. (Mar)

12.

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