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MISC 1987 06589

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THIS AMENDMENT is entered into by and between the City of Omaha and Farnham Acquisitions, Inc., its affiliates and assigns.

WHEREAS, on November 14, 1985, the City and Developer entered into a Redevelopment Agreement providing for the redevelopment of the McKesson-Robbins Building, the building of a parking garage and the completion of the Central Park Mall to Eighth Street; and,

WHEREAS, this Amendment modifies that Redevelopment Agreement.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, AND THOSE IN THE REDEVELOPMENT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

The following provisions specifically modify the Redevelopment Agreement entered into between the parties on November 14, 1985. Unless specifically modified or deleted the provisions of such Redevelopment Agreement shall remain binding among the parties, their successors and assigns.

- 1. Section 1.3 is deleted - definition of "Final Closing".
- 2. Section 2.3 is modified by amending the date "November 1, 1985" to "November 1, 1987".
- 3. A new section is added to read as follows:

"2.8 This agreement shall be subject to the City vacating the rights-of-way described on Exhibit A-1, necessary to remove the encroachments of the McKesson-Robbins Building."

- 4. Section 2.2 is modified by adding language, as follows:

"The City shall substantially complete construction of the Parking Garage not later than the date upon which a Certificate of Occupancy is issued for the entire McKesson-Robbins Building or one year from the date of 'closing', whichever date shall last occur; provided, the Parking Lease is duly executed and enforceable. If the performance by the City in constructing the Parking Facility is delayed any time by strike or other labor problems, lockouts, fire, severe weather conditions, unusual delay in transportation, materials shortages, unavoidable casualties, delay in obtaining building permits, delay caused by Developer, lack of cooperation by other governmental authorities, or causes



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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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OF Misc COMP CR F/B 03-80730

reasonably beyond the City's control, then upon the City giving written notice to Developer describing any act constituting the basis of such causes as soon as reasonably possible after the occurrence thereof the City shall be granted an extension of time equal to the amount of time by which such condition delayed the performance of the City."

5. A new Section 2.9 is added to read as follows:

"2.9 The City hereby grants easements to the Developer for certain encroachments by two balconies, the rectangular structure on the north face and the service lift on the southeastern corner of the McKesson-Robbins Building. An easement shall be granted by the City to the Developer to permit the construction of a connecting link between the Parking Garage and the McKesson-Robbins Building, a portion of which shall be below grade. Each easement is more particularly described on Exhibits A-2, A-3, A-4 and A-5 and B-2. Each easement is for a term of ninety-nine years and shall commence upon 'closing'."

6. Section 3.4 is modified by amending the start date from "December 31, 1985" to "March 31, 1987"; and, by amending the completion date from "June 30, 1987" to "December 31, 1988".

7. Section 3.6 is modified to read, as follows:

"3.6 Simultaneously with the issuance of the building permit, cause the general contractor to provide performance and payment bonds with the Developer's Lender(s) and City as named insureds in form and substance not unsatisfactory to Developer's Lender(s) and City. Suffer no valid construction or supplier liens in connection with the construction to exist without protections therefrom found not unsatisfactory by City and Developer's Lenders

8. A new Section 3.11 is added to read, as follows:

"3.11 The Developer shall quit claim at closing any interest, including any reversionary interest, in the abutting rights-of-way to the McKesson-Robbins Building, except for those interests specifically conveyed by the Parking Lease (Exhibit C), vacation ordinance (Exhibit A-1) and easements (Exhibits A-2, A-3, A-4 and A-5)."

9. Section 5.8 of the Agreement is modified to read as follows:

5.8 The Developer may not assign its rights under this Agreement without the express prior written consent of the City unless to Farnam Associates Limited Partnership, to an entity in which the Developer has an



ownership interest in the assignee or in the event the Project may in the future be developed as a condominium in which case the rights would be assigned to the co-owners, their association and/or their assignees.

Nothing contained in Section 5.8 shall be construed in any way to impair the right and remedies of the mortgagee in the event of default under the mortgage.

10. Exhibits G-2 and G-3 (Perpetual Conservation Facade Easement Agreement and Perpetual Conservation Development Rights Easement Agreement, respectively) were heretofore executed through inadvertence. Developer and City shall execute such documents as may be deemed reasonably necessary to reflect the intention of the parties that such prior donations were and are of no force and effect and are void ab initio. The attached Exhibit G-4 (Grant of Preservation Restrictions and Covenants) is substituted for and replaces Exhibits G-2 and G-3.
11. The Note and Loan Agreement (Exhibit H) is modified to reflect that the first payment shall be in 1987 instead of 1986, and a new Exhibit H-1 is attached.
12. Section 4.1 is modified by amending the date "December 31, 1985" to "November 1, 1987 or 'closing', whichever date shall first occur".
13. Paragraph 2(e) of the Parking Lease is modified by amending "233" to "228", "140" to "145", and "93" to "83".
14. Paragraph 2(g) of the Parking Lease is modified by providing that the upper level only is for public parking, while the lower and middle levels are leased for use by the Developer in accordance with its terms.
15. Paragraph 4(b) is modified by inserting the term "if any" after the word "taxes" in line 2.
16. A new Section 4.2 is added to read, as follows:

"4.2 The Developer and the City recognize that a restaurant is presently contemplated for the lower level of the McKesson-Robbins Building. This restaurant would open onto the grade level of the Central Park Mall. Such area adjacent to the restaurant opening that might be desired by the operator for outdoor dining may be allowed by the City pursuant to current City Code allowing for the lease of right-of-way. Nothing in this Agreement shall be construed to obligate the City to grant any liquor license. All such lease rights remain at the discretion of the City."



AUTHORIZED REPRESENTATIVE.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute or limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Omaha:
 - c/o Martin H. Shukert
 - Director, Planning Department
 - Omaha/Douglas Civic Center
 - 1819 Farnam Street
 - Omaha, Nebraska 68183
- Legal Service:
 - City Clerk
 - Omaha/Douglas Civic Center
 - 1819 Farnam Street
 - Omaha, Nebraska 68183

- (2) For U.S. Mail delivery:
 - Herbert M. Schneider
 - Farnham Acquisitions, Inc.
 - P.O. Box 8420
 - Ann Arbor, Michigan 48107
- For private courier delivery:
 - Herbert M. Schneider
 - Farnham Acquisitions, Inc.
 - 3810 Varsity Drive
 - Ann Arbor, Michigan 48104

EXECUTED this 12th day of December, 1986.

ATTEST



Mary G. Carnett
City Clerk of the City of Omaha

CITY OF OMAHA:

Michael Boyle
Mayor of the City of Omaha 12/12/86

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally came Michael Boyle and Mary Golligan Corbett known to me to be the Mayor and City Clerk and identical persons who signed the foregoing Amendment and acknowledged the execution thereof to be his voluntary act and deed of such officer and the voluntary act and deed of said City.

Witness my hand and notarial seal this 12th day of December, 1986.



Buster J. Brown
Notary Public

My Commission expires: Aug 30, 1989

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

~~COPY~~

DEVELOPER:
FARNHAM ACQUISITIONS, INC.

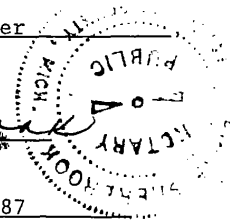
By: Herbert M. Schneider
Herbert M. Schneider, President

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

Before me, a Notary Public qualified for said County, personally came Herbert M. Schneider, known to me to be the same and identical person who signed the foregoing Amendment and acknowledge the execution thereof to be his voluntary act and deed of such officer and the voluntary act and deed of said Corporation.

Witness by hand and notarial seal this 14 day of November 1986.

Alan Sherman
Notary Public
Washtenaw County, Michigan
My commission expires: 5-5-87



7238z



ORDINANCE NO. _____

AN ORDINANCE vacating the West 0.75 feet of 9th Street from the North line of Farnam Street to the South line of the East-West alley, the South 2 feet of the East-West alley between Douglas Street and Farnam Street from 0.75 feet East of the West line of 9th Street West 136.25 feet, also the North 0.75 feet of Farnam Street from 0.75 feet East of the West line of 9th Street West 136.25 feet, and providing the effective date hereof.

WHEREAS, under Section 14-375, Reissue, Revised Statutes of Nebraska, 1943, provides that the City Council may vacate a street or alley without petition upon City Planning Board recommendation; and,

WHEREAS, the Statute further provides that a Committee of Appraisers be appointed to appraise damages, if any, to property affected by the vacation; and,

WHEREAS, Resolution No. 2177 adopted June 30, 1981, appointed Sylvia Wagner and Steve Tomasek and Resolution No. 1948 adopted July 16, 1985 appointed Richard Takechi, respectively, members of the City Council, to assess damages to all property affected by the vacation; and,

WHEREAS, on the right-of-way to be vacated is adjacent to City owned property so no property owner would suffer damages as a result of this vacation therefore, the Committee of Appraisers was not required to hold a meeting to assess damages as result of the vacation; and,

WHEREAS, the City Council finds there are no damages as a result of this vacation.



BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That, the West 0.75 feet of 9th Street from the North line of Farnam Street to the South line of the East-West alley, the South 2 feet of the East-West alley between Douglas Street and Farnam Street from 0.75 feet East of the West line of 9th Street West 136.25 feet, also the North 0.75 feet of Farnam Street from 0.75 feet East of the West line of 9th Street West 136.25 feet, abutting part of Lot 6, all of Lots 7 and 8, Block 124, Original City, located in the Northeast Quarter Section 22-15-13

be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved the right of the Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain, repair or renew and operate now existing or hereafter installed pipes, mains, pole lines, conduits, wires and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times.

Section 2. That this Ordinance shall take effect and be in force fifteen (15) days from and after the date of its passage.

INTRODUCED BY COUNCILMEMBER

APPROVED BY:

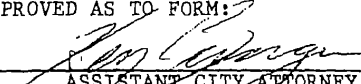
MAYOR OF THE CITY OF OMAHA DATE

PASSED _____

ATTEST:

CITY CLERK OF THE CITY OF OMAHA

6351v

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY



EXHIBIT G-4

GRANT OF PRESERVATION RESTRICTIONS AND COVENANTS
FOR THE GREENHOUSE
OMAHA, NEBRASKA

This conveyance and grant is made this ____ day of _____, 198__, from Farnam Associates Limited Partnership, the owner of certain land and building in Omaha, Nebraska ("We" or "Us") to the City of Omaha, a public agency whose charitable purposes include the preservation and protection of buildings and sites of historical significance of and in the City of Omaha ("you").

I. BACKGROUND

We wish to preserve and maintain the primary facades (i.e., the south and east facades) ("Facade" or "Facades") of our building known as "The Greenhouse" and its historical, architectural features. The Greenhouse was extremely significant to the development of factory and warehouse architecture in Nebraska. It is located in Omaha's major light industrial and warehouse district which runs between 8th and 10th Streets, from Douglas to Jackson Streets. This district has great structural planning and architectural significance and is a showcase of early twentieth century industrial design. The Greenhouse is perhaps its major monument, reflecting state-of-the-art technology in a transitional period of industrial architecture. The Facades reflect a then-current trend of "realism" in building design. Prominent architect Thomas R. Kimball disregarded historicism in designing our building; instead, he applied a more rational, forthright approach. The simple, massive brick piles clearly articulate the loft nature of the interior while exhibiting Kimball's characteristically sophisticated composition. Special features including window treatments, the trabeated openings with exposed cast-iron lintels, the corbelled arcuated brick wall cornice, stilted segmental arches of the ground floor and the appropriately massive brick vaulted hood supported by stone consoles marking the entrance of the building. These features were intended to present an image of mass and solidity. It is an important and historically significant structure in the architectural ensemble of the City of Omaha and contributes to the cultural heritage and visual beauty of the City.

Under a certain Redevelopment Agreement with you, we will have legal and equitable fee simple title to the parcel of land on which The Greenhouse is located, as described on Schedule A (the "Premises"). You are a public agency, one of the purposes of which include the preservation and protection of buildings and sites of historical significance and the acceptance of preservation restrictive covenants.

The property has been designated in the National Register of Historic Places by the U.S. Department of the Interior.

We wish to declare and convey a preservation restriction as defined in the Statutes, in your favor for public benefit in consideration of the covenants and mutual promises described below:

II. GRANT OF PRESERVATION RESTRICTIONS

Upon your acceptance of this grant, we hereby declare, grant and convey to you an estate, interest and easement in the nature of preservation restrictions in perpetuity (more particularly described below) in the form of an easement over and to our real property described in Schedule A, and the portions of the improvements and structures on our property (the "Building") described in Schedule B. Together, our real property and the Building are referred to as the property. In delineation and furtherance of this declaration and grant, you and we further covenant and agree as follows:

1. Description of Facades. In order to make more certain the full extent of our obligations and the restrictions on the premises as described in Schedule A (including the Building), and in order to document the external nature of the Building as of the date hereof, attached hereto as Schedule B and incorporated herein by this reference is a description of the features, materials, appearance, workmanship and environment together with a set of photographs depicting the exterior surfaces of the Building and the surrounding property and an affidavit specifying certain technical and locational information relative to said photographs satisfactory to you attached hereto as Schedule C. It is stipulated by and between we and you that the external nature of the Building as shown in Schedule B is deemed to be the external nature of the Building as of the date hereof and as of the date this instrument is first recorded in the land records of Douglas County, Nebraska in the Register of Deeds.
2. Covenants to Run with the Land. This Grant of Preservation Restrictions and Covenants and all its terms, conditions, provisions and covenants shall run with the ownership of the land as a binding servitude and obligation forever. To further this preservation restriction we covenant to do (and refrain from doing as the case may be) upon the premises each of the following promises:
 - (a) Maintenance of the Building: We agree at all times to maintain the Building in a good and sound state of repair. We also agree to maintain the Facades and the Building inside and out so as to prevent deterioration of the Facades; and we agree that without your consent as described below, we will not construct, alter, remodel, decorate, or dismantle any element of the Facades, which would affect or alter the appearance of the Facades. However, we can maintain, repair, and preserve the existing Facades without consent or permission.

Handwritten initials

(b) Renewal and Reconstruction:

- (i) The Plan. Where renewal and reconstruction of the Facades is reasonably required as a result of damage from casualty, deterioration, wear and tear, or change of use or requirements of the occupants, or by the requirements of ordinances or laws relating to building materials, construction methods or use, we will adopt and approve a plan for renewal and reconstruction.
- (ii) Your Approval. Such plan is subject to your written disapproval. You have the power to veto the plan but have no power with regard to requiring a particular design. Your power to veto a plan for renewal and reconstruction may be exercised solely with regard to whether the plan for renewal and construction conforms to the following standard:

the historical and architectural value and significance, architectural style, scale, general design, arrangement, texture and material of the architectural features involved and the relationship thereof to the exterior architectural style and pertinent features of other buildings and structures in the immediate neighborhood as more particularly set forth in the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued by the Secretary of the U.S. Department of the Interior as may be amended from time to time.

Approval in writing by the National Register Program of the National Park Service or its designee the state historic Preservation officer of the State of Nebraska shall be considered compliance with this standard, but need not be given.

- (iii) Time Limit. If you do not exercise your veto power by written notice to us including the reasons for your veto with reference to the standard in subparagraph (ii) within ten (10) days of the date you have received the renewal and reconstruction plan, the plan shall be deemed approved. If you veto the plan, and we and you cannot agree as to a resolution within fifteen (15) days, a plan for renewal and reconstruction will be determined by arbitration as specified in subparagraph 2(d) below.
- (iv) Limitation on Cost. The cost of restoration of the Facades cannot be required to exceed insurance proceeds allocated to the Facades, which are actually collected, or other assets reasonably available. The cost of restoration cannot be required to exceed the cost of the Facades of comparable certified historic buildings currently being rehabilitated in or near the City of Omaha for similar purposes as the purpose

for which the Building is being used prior to renewal and reconstruction and of a compatible nature as described above. Provided, however, that you have the right to raise or apply funds toward the costs of restoration of partially destroyed premises above and beyond the total of the insurance proceeds allocable to the Facades as may be necessary to restore the appearance of the Facades and such funds, when applied toward the additional costs, shall thereupon constitute a lien upon the premises until repaid by us. The foregoing right shall be exercised within 45 days of your receipt of written notice from us of the amount of the additional costs.

- (c) Extinguishment. In the case of subsequent unexpected change in the conditions surrounding the Building that is the subject of this Grant which would make impossible or impractical the continued use of the property for conservation purposes (such as substantial or total destruction or condemnation), we may elect:
- (i) To restore and reconstruct the Premises according to the standard for renewal and reconstruction set forth in subparagraph 2(b)(ii) above; or
 - (ii) Not to restore and reconstruct the Premises, whereupon that portion of net proceeds actually collected by us for the Building attributable to your interests (as determined in accordance with then-applicable U.S. Department of Treasury regulations) will be distributed to you unless then-governing state law provides that we are entitled to the full proceeds whereupon your interest in the premises is terminated and you are to simultaneously execute and deliver to us acknowledged evidence of such fact suitable for recording in the Land Records. In such event you will use such proceeds in a manner consistent with the conservation purposes of this Grant. We will have an affirmative obligation to the extent reasonably available from other than excess line or special carriers, to maintain adequate casualty insurance to replace and restore the Building, including the Facades. For purposes of this Section 2(c), "net proceeds" shall include insurance proceeds, condemnation proceeds, or awards and proceeds from the sale or exchange by us of any portion of the Premises but shall specifically exclude any preferential claim of a mortgagee under Section 5.

We and you will together make a decision subject to the rights of mortgagees of record on the Premises of whether or not the property is capable of or feasible for restoration and reconstruction.

- (d) Arbitration. If the parties (we and you) are unable to agree with regard to either:
- (i) the plan for renewal and reconstruction; or

- (ii) The capability of or feasibility for restoration and reconstruction of the Premises;

then the matter shall, upon agreement between us be resolved by arbitration as follows: The date when either party notifies the other that it is unable to agree with the other will be the "commencement date" from which all periods of time mentioned in this paragraph shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an independent arbitrator. If either party fails to make such a nomination, the arbitrator nominated shall within five (5) days after default by the other party appoint and associate with him another independent arbitrator. If the two arbitrators designated by the parties, or selected after the default of one party, are unable to agree, they shall appoint another independent arbitrator to be umpire between them, if they can agree on such person. If they are unable to agree on such umpire, then each arbitrator previously appointed shall nominate two independent arbitrators and from the names of the persons so nominated one shall be drawn by lot by any judge of any court of record and the name so drawn shall be the umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two arbitrators to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the arbitrators. The arbitrators shall within twenty (20) days following appointment review alternative plans and materials submitted by the parties and shall unanimously decide the issues submitted within 50 days of their appointment or in the case of their disagreement, the decision of the umpire and one or the other arbitrators shall be final and binding. Arbitration proceedings shall take place in the State of Michigan. The expenses and fees of arbitrators shall be borne equally by you and we.

- (e) No Obstruction of the Facades. Nothing may be erected on the property which would obscure any part of the Facades to be visible from eye level within the street lines adjacent to the Premises, except for temporary structures, such as scaffolds needed to assist workers, and structures approved under subparagraph (f) below.
- (f) Additional Structures: Extensions. Extensions of the Building or erection of additional structures on the property shall not be permitted when inconsistent with the standard for renewal and reconstruction set forth in subparagraph 2(b)(ii) above; however, you agree that this limitation does not apply to the installation, maintenance or repair of communication and necessary mechanical equipment on the roof. A written application for approval and concurrence in our determination of subparagraph 2(b)(ii)

compliance of any extension or additional structures shall be mailed to you at the address listed below. The application will include architectural sketches of the proposed addition or change sufficient for you to determine its fitness pursuant to subparagraph 2(b)(ii) above. If you do not approve or disapprove the application within thirty (30) days of receipt, it will be considered approved. Disapproval shall be accompanied by reasons based upon the standards of subparagraph 2(b)(ii). Upon approval, consistent changes to Schedule B will be recorded upon the land records as an amendment to this grant, with either a copy of the approval or an affidavit by us that no disapproval was forthcoming within the above time period.

- (g) Inspection. We agree that your representatives and agents are permitted at all reasonable times to inspect the Building. Inspections will normally take place from the street; however, your representatives are permitted to enter and inspect the Premises and the interior of the Building but only to the extent necessary to ensure maintenance of structural soundness. Your inspection of the interior of the Building will not, in the absence of evidence of deterioration, take place more often than annually. Inspection of the interior will be made at mutually agreeable times. We agree not to withhold unreasonably our consent in determining a date and time for inspection of the interior.
- (h) Prior Notice. We agree to notify you, in writing, before exercising any reserved right to undertake significant activities that could materially and adversely impact the architectural and historic character of the Building.
3. Remedies. In the event of our non-performance or violation of any of our duties under this grant (following written notice from you to us and a reasonable period thereafter for us to correct the alleged non-performance or violation), in addition to any remedies now or hereafter provided by law, you may institute suit for money damages or to enjoin a violation and to require the restoration of the property to the condition required by this instrument, or both. In addition, your representatives may do whatever is reasonably necessary, including entering upon the property to correct non-performance or violation and hold us responsible for its cost. In the event we have violated any of our obligations, we will reimburse you for your costs or expenses incurred in connection with your remedies, including, but not limited to court costs and reasonable attorneys' fees. However, no right or remedy may be exercised by other than we or you or our direct successors and assigns and no other party may claim a third party benefit or public benefit for purposes of exercising remedies under this grant. Nothing herein will result in a forfeiture or reversion of title, in any respect.
4. Our Conveyances. We will insert restrictions, stipulations and covenants contained in this grant, verbatim or by express reference, in

any subsequent deed or legal instrument by which we divest ourselves of either the fee simple title to or any lesser estate in the property or any part.

5. Subordination of Mortgages. We and you agree that all mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of you to enforce the purposes of this grant. We will provide a copy of this grant to all mortgagees of the Premises, now and hereafter. The following provisions apply to all mortgagees hereafter holding a mortgage on the Premises and to all mortgagees who have subordinated the priority of their liens to this grant.
- (a) If a mortgage grants to a mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Premises or the right to receive insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Premises, the mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to you until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to this grant.
 - (b) If a mortgagee receives an assignment of the leases, rents and profits of the premises as security or additional security for a loan, then the mortgagee shall have a prior claim to the leases, rents and profits of the premises and shall be entitled to receive same in preference to you until said mortgagee's debt is paid off, notwithstanding that the mortgage is subordinate to this grant.
 - (c) Until a mortgagee or purchaser at foreclosure obtains ownership of the Premises following foreclosure of its mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt or liability under this grant.
 - (d) Before exercising any right or remedy due to breach of this grant except the right to enjoin a violation hereof, you shall give all mortgagees of record written notice describing the default, and the mortgagees or any one of them shall have sixty (60) days thereafter to cure or cause a cure of the default.
 - (e) This grant shall remain in full force and effect during any redemption period.
 - (f) Nothing contained in this paragraph or elsewhere in this grant shall be construed to give any mortgagee the right to extinguish this grant by taking title to the Premises by foreclosure or otherwise.
6. Construction and Interpretation. The following provisions in this paragraph govern the effectiveness, interpretation and duration of this grant:

- (a) Recording. This grant is effective only upon recording in the Land Records.
 - (b) Termination. This grant will terminate and cease to be effective from and after the date, if ever, that the Internal Revenue Service of the United States Department of the Treasury shall issue a public or private ruling describing this instrument to the effect that the transfer hereby evidenced fails to qualify for treatment as a charitable contribution under the Code. That termination may not occur after seven years. Termination may also occur as described in subparagraph 2(c)(ii) above.
 - (c) Broad Interpretation. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this grant. This grant shall be interpreted broadly to effect the transfer of its rights and the restrictions.
 - (d) Successors. This grant extends to and is binding upon us and all persons claiming under or through us later, and the term "we" or "us" when used herein shall include them whether or not they have signed this grant or then have an interest in the property. A person will have no further obligation under this grant when that person shall no longer have any interest (present, partial, contingent, collateral or future) in the property by reason of a bona fide transfer for full value. Any right or interest granted to you also shall be deemed granted to each of your successors and each of their following successors by conveyance with specific reference to this grant.
 - (e) No Public Right of Way. Nothing contained in this grant conveys, nor shall be interpreted to convey, to the public any right to enter on the Premises, the Building or the Facades. Public access is limited to visual access from off the property.
 - (f) Amendment. For purposes of furthering the preservation of the Building and of furthering the other purposes of this instrument, and to meet changing conditions, we and you are free to amend jointly the terms of this grant in writing without prior notice to any party, and such amendment shall become effective upon recording in the Land Records.
 - (g) No Assignment. No assignment shall be made to you without our prior written approval.
 - (h) Captions. The underlined captions in this grant at the beginning of paragraphs are for convenience of reference only and shall not define or limit their provisions or affect their construction and interpretation.
7. Insurance. We shall keep the Premises insured for the full replacement

value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage of a type and in such amounts as would normally be carried on a property such as the Premises protected by a preservation and conservation easement. Such insurance shall include your interest and name you as an additional insured and shall provide for at least thirty (30) days notice to you before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, we shall deliver to you fully executed copies of such insurance policies evidencing the aforesaid insurance coverage and copies of new or renewed policies. We shall regularly, but at intervals not to exceed five (5) years, have an insurance appraisal prepared at our own cost and provide a copy of the signed appraisal to you. You shall have the right to provide insurance and/or an insurance appraisal at our cost and expense, should we fail to obtain same. In the event you obtain such insurance, the cost of such insurance shall be a lien on the Premises until repaid by us.

- 8. Approval. Whenever your consent is required it will not be unreasonably withheld and shall be deemed extended if not given within ten (10) calendar days of our written request therefore unless otherwise provided herein.
- 9. Transfers By You. You shall not transfer your rights hereunder, whether or not for consideration, unless you obtain our prior written permission and as a condition of such transfer, you require that the conservation purposes which this Grant is intended to advance continue to be carried out. Any such subsequent transfer must be to a qualified organization which has a commitment to protect the conservation purposes of this Grant and possesses the resources to enforce the restrictions set forth herein. For purposes of this Section 9, a "qualified organization" shall be as defined in Treas.Reg. 1.170A-14(c)(1) or any successor regulatory or statutory provision.
- 10. Notice. Any notice which either we or your may desire or be required to give to the other shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered -- if to us, then at:

If by courier service:

FARNAM ASSOCIATES LIMITED PARTNERSHIP
Schneider Ten, Inc., General Partner
3810 Varsity Drive
Ann Arbor, Michigan 48104

If by US Mail:

FARNAM ASSOCIATES LIMITED PARTNERSHIP
Schneider Ten, Inc., General Partner
P.O. Box 8420
Ann Arbor, Michigan 48107

and if to you, then at:

If by courier service:

Martin H. Shukert, AICP
Director of Planning
City of Omaha
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68102

If by U.S. Mail:

Martin H. Shukert, AICP
Director of Planning
City of Omaha
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

11. Evidence of Compliance with Obligations. Upon written request by us, you shall within twenty (20) days furnish us with written evidence in recordable form of our compliance with any of our obligations under this grant.

To Have and To Hold this declared preservation restriction to you and your successors and assigns forever, to your and their own proper use and behoof.



11. Evidence of Compliance with Obligations. Upon written request by us, you shall within twenty (20) days furnish us with written evidence in recordable form of our compliance with any of our obligations under this grant.

To Have and To Hold this declared preservation restriction to you and your successors and assigns forever, to your and their own proper use and behoof.

IN WITNESS WHEREOF, we have hereunto set or caused to be set our hand and seal this _____ day of _____, 198__.

ATTEST:

CITY OF OMAHA:

City Clerk of the City of Omaha

Mayor of the City of Omaha

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally came _____ known to me to be the _____ and the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed of such officer and the voluntary act and deed of said City of Omaha.

Witness my hand and notarial seal this ____ day of _____, 198__.

Notary Public
My commission expires:_____

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

FARNAM ASSOCIATES LIMITED PARTNERSHIP
Schneider Ten, Inc., General Partner

Herbert M. Schneider, President

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

Before me, a Notary Public qualified for said County, personally came Herbert M. Schneider, known to me to be the same and identical person who signed the foregoing Agreement and acknowledge the execution thereof to be his voluntary act and deed of such officer and the voluntary act and deed of said Corporation.

Witness by hand and notarial seal this ____ day of _____, 198__.

Notary Public
My commission expires:_____



Schedule A

The property hereinafter described, The Greenhouse, an eight-story building situated on 17,424 square feet of land and located on the north side of Farnam Street just west of 9th Street in Omaha, Nebraska and any substitute structure as may be located thereon from time to time pursuant to this instrument; as limited to the area: above the ground level and below the outline of the actual parks of the parapet walls and replacements thereof, and between the ends of front faces of the building on Farnam Street (approximately 132 feet) and 9th Street (approximately 132 feet) limited to those visible surfaces which are located on the plane of the street line of Farnam Street and 9th Street; said building being located on the following property:

Legal Description: The East 3.50 feet of Lot 6, all Lots 7 and 8, and the South 2.00 feet of the vacated alley adjoining the North, all in Block 124, ORIGINAL CITY OF OMAHA, Douglas County, Nebraska.

Subject to encumbrances and easements of record.

Schedule B

Architectural description of the east and south facades, on and above the street line of 9th Street and Farnam Street, respectively, as of this date.

The building is described herein according to its parts, all of which are connected. Each part has distinct architectural features.

The Greenhouse is an eight-story building situated on 17,424 square feet of land located on the northwest corner of 9th Street and Farnam Street in Omaha, Nebraska. The building was originally built in 1905-7 and was designed by the renowned architect, Thomas Rogers Kimball. The Greenhouse reflects state of the art structural technology in a transitional period of industrial architecture and is a showcase of early twentieth century industrial design. It is extremely significant to the development of factory and warehouse architecture in Nebraska.

Kimball utilized heavy timber construction with cast iron columns in the basement and ground story levels. Exterior walls are of graduated solid masonry construction.

The facades of The Greenhouse are aesthetically designed with the same rational thought that the functional, structural and fire protection elements received, reflecting a then-current tendency toward "realism" in design. The brick facing is an "Endicott" brick on the East and South Facades. The facades have features of brick and stone creating window-arches, belt coursing and corbelled cornices and coping.

The six basement windows of the south facade are wood double-hung windows in areaways of masonry retaining walls with stone caps and cast iron rails, deeply recessed masonry jambs with stone lintels, and iron bar gratings, installed flush with the lintel (a later addition). The main entrance on the south facade consists of an arched masonry hood with stone consoles and pediment. Concrete stairs lead to a recessed entrance with a wood ceiling (exterior). The first floor windows of the south and east facades are arched brick openings with stone keys and stone sills. The original windows are double-hung wood windows with fixed five-pane transom.

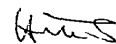
The windows on the south and east facades on Floors Two to Five are trabeated openings with painted iron lintels. Windows are painted wood, double-hung and single glazed in the configuration of seven windows per floor on the South Facade and six windows per floor on the east facade.

The windows on Floors Six to Eight are arched masonry openings. The sixth floor windows have stone keys at the arches; the seventh floor has segmented arch windows, two per bay with a continuous stone sill under a corbelled brick cornice which forms window hoods; the eighth floor has semi-circular arched masonry openings with wood single-hung windows.

The existing roofscape is marked by three masonry elevator and stair tower penthouses and a masonry parapet.

All window frames will be reconditioned or reconstructed to match existing. All window sash will be replaced with new jamb tracks and wood sash with profiles to match existing. Finishes will be compatible with historic finishes and colors. Four of the east facade basement windows have been removed and their openings sealed with a variety of masonry materials. The remaining three existing windows will be removed and their openings sealed with brick compatible with the existing in color and texture. This masonry will be held back from the facade to a distance equal to the window recess to express the former function of these openings.

The foregoing shall constitute the definition of the facades except to the extent same are to be modified by the Part II of the Historic Preservation Certification for the subject property as approved by the United States Department of the Interior National Park Service.



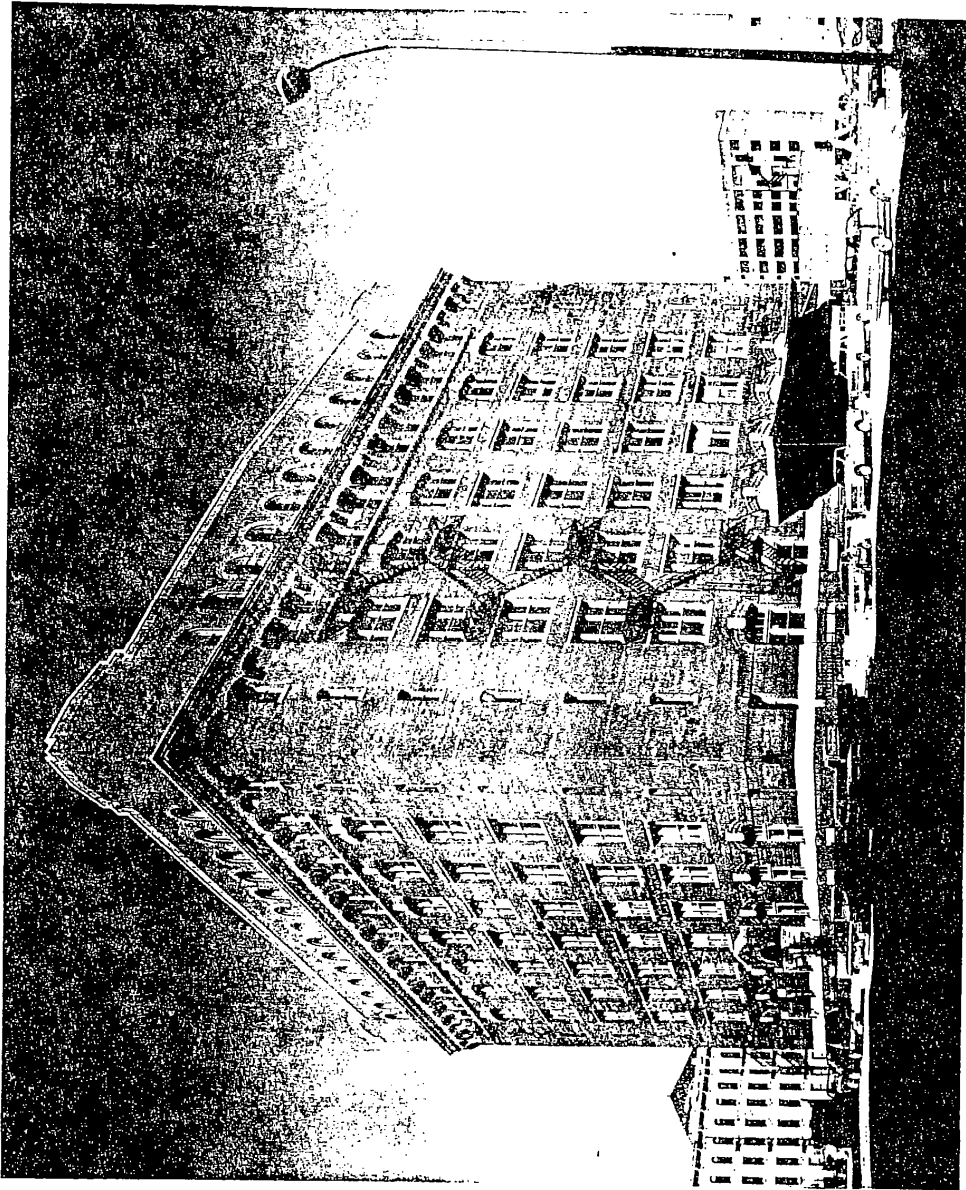


EXHIBIT "H" - 1

NOTE AND LOAN AGREEMENT

TRANSFER HEREOF SHALL BE REGISTERED ON THE REGISTRATION BOOKS OF THE CITY
COMPTROLLER OF THE CITY OF OMAHA, NEBRASKA

\$400,000

Omaha, Nebraska
198__

THE CITY OF OMAHA, a Nebraska municipal corporation (herein referred to as the "City"), for value received, hereby promises to pay to the order of Farnham Acquisitions, Inc., or its assignees (herein referred to as "Lender") or holder at such place as Lender or holder may hereafter designate, the principal sum of \$400,000, in lawful money of the United States on _____, 2000 and to pay interest in like money from the date hereof on the unpaid principal balance hereof at a per annum rate of thirteen (13%) percent on the 1st day of July of each year, commencing 1987 in the manner set forth below, until such unpaid principal balance shall be due and payable (whether at maturity or otherwise). Interest shall be calculated on the basis of a 365-day year convention.

The obligation of the City to pay as set forth above shall be subject to and in accordance with the following terms and conditions:

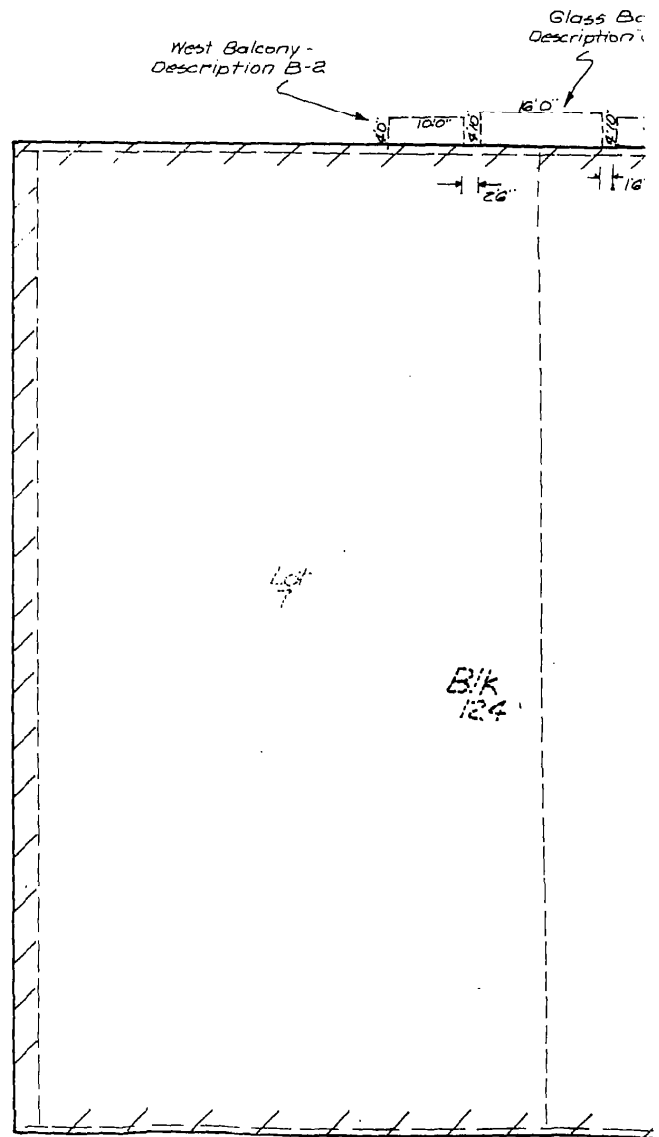
- (a) This Note is a limited obligation of the City payable solely from a portion of the revenues and receipts derived from the excess ad valorem taxes in the McKesson-Robbins Redevelopment Plan Area pursuant to the schedule attached hereto as Exhibit A.
- (b) Commencing January 1, 1987, the City shall make its annual interest payment to holder within thirty (30) days of receipt of the annual tax bill in amount equivalent to the difference in taxes assessed in such year upon The Greenhouse Project within the Redevelopment Plan Area and the greater sum of Ninety Thousand (\$90,000.00) Dollars (the "Base Sum") or that amount necessary to make interest payments, including accumulated interest, current on the loan referred to in Section 2.3 of the Redevelopment Agreement. Commencing January 1, 1987, in no case shall the average annual interest payment exceed \$90,000 during the remainder of this loan. In no event shall the City be obligated to make any payment to the holder in any year during which the taxes assessed do not exceed the Base Sum.
- (c) To the extent less than all interest due in any year remains unpaid after application of sums payable under Paragraph (b) hereof, such interest shall accrue to principal.
- (d) This Note may be prepaid in part or in full at the option of the City with prior written consent of the holder.

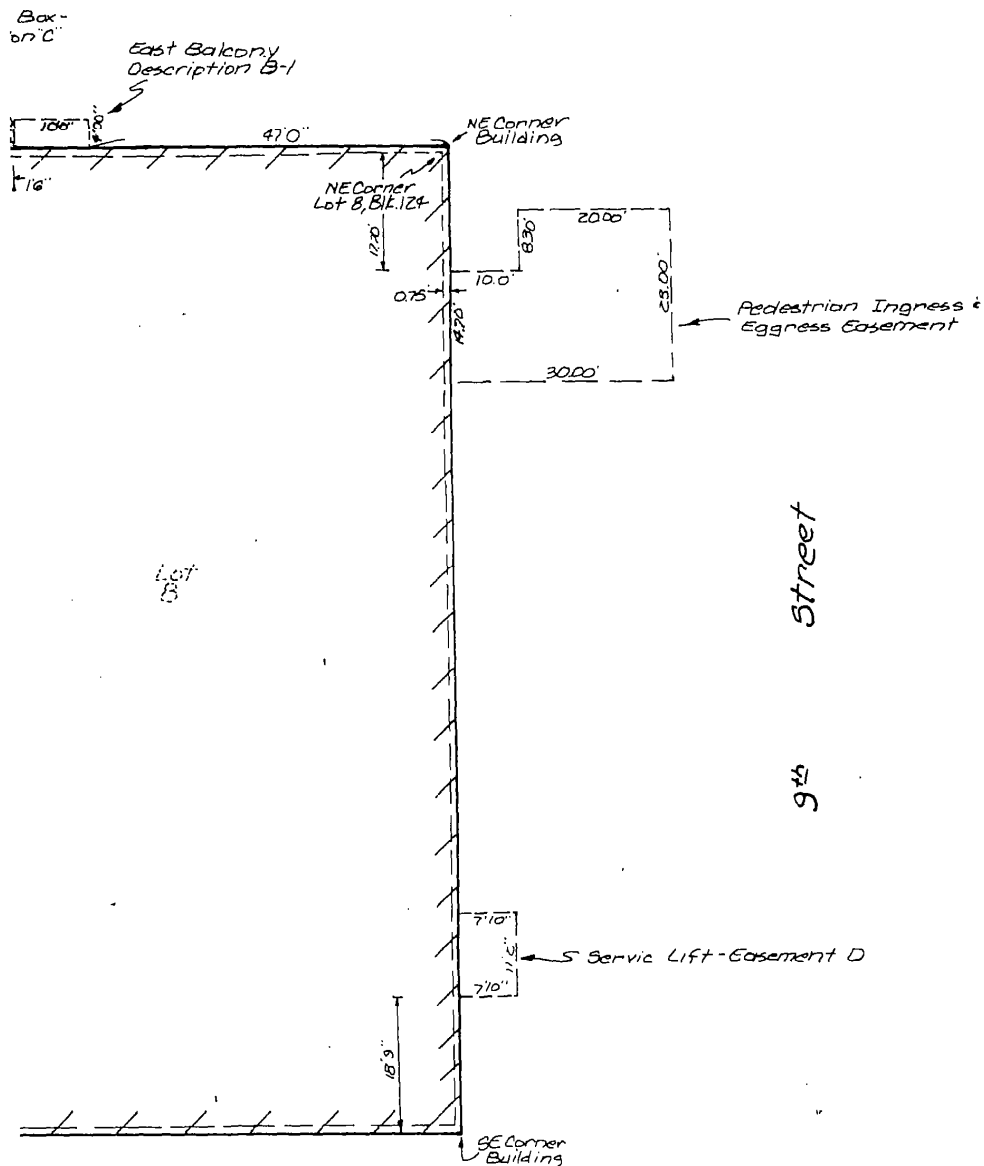
- (e) This Note and obligation is specifically subordinated to the TIF Bonds referred to in the Redevelopment Agreement for The Greenhouse Project to the extent that principal and accumulated interest on those Bonds are owed, but not as to any prepayment. In no event shall the TIF Bonds be prepaid without the prior written consent of holder.
- (f) Notwithstanding anything to the contrary herein contained, the City's obligation to make interest payments hereunder shall remain unaffected by any prepayments or acceleration of the TIF Bonds.
- (g) After payment of such taxes which were assessed through _____, 2000, this Note and obligation shall terminate, including accumulated interest to that date.

So long as this Note shall remain outstanding, the City or the City Comptroller shall maintain and keep, at its principal office, books for the registration of and transfer of the Note, which at all reasonable times shall be open for inspection by the Lender; and upon proper presentation for transfer at the principal office of the City Comptroller, the City Comptroller shall register the transfer of the Note in such books, under such reasonable regulations as it may prescribe. The transfer of this Note shall be registered upon the registration books of the City Comptroller at the written request of the holder thereof or his attorney duly authorized in writing, upon surrender thereof at the principal office of the City Comptroller, together with a written instrument of transfer satisfactory to the City Comptroller duly executed by the holder or his duly authorized attorney. Upon the registration of transfer of this Note, the City shall issue, in the name of the transferee, a new registered Note in the same aggregate and then outstanding principal amount as the surrendered Note.

The City and the City Comptroller may deem and treat the holder of the registered Note as the absolute owner of the Note whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City nor the City Comptroller shall be affected by any notice to the contrary. All such payments so made to any such holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which the privilege of exchanging or registering the transfer of the Note is exercised, the City shall execute and deliver the same in accordance with the provisions hereof. For every such exchange or registration of transfer of the Note, the City or the City Comptroller may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer.





DESCRIPTION B-1: E

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DESCRIPTION B-2: V

The air rights for known as "The Greer



LEGAL DESCRIPTION

An easement for and/or under the follows: Beginning of and 0.75 feet Block 124, Origin Nebraska; then said Lot 8 for the East line perpendicular feet; thence South Lot 8 for 23.0 East line of said parallel with said Lot 8 for

EXHIBIT A-3

DESCRIPTION B-1: EAST BALCONY

The air rights for a rectangular structure at the North face of a structure known as "The Greenhouse" described as follows:

From a point at the Northeast corner of The Greenhouse as measured at the finish grade of Central Park Mall, a distance 47'-0" Westerly along the face of said building, to the point of beginning. Thence 4'-0" North from the face of the masonry wall of said Greenhouse; thence Westerly 10'-0" parallel to said building; thence Southerly 4'-0" to the face of said building; thence Easterly along the masonry face of said building a distance of 10'-0" to the point of beginning. Also, vertically from the finish grade of said Central Park Mall a distance of 11'-3" to the bottom of the air rights and 126'-0" from the bottom to the top of said air rights.

DESCRIPTION C: GLASS

The air rights for a structure known as "The Greenhouse"

From as measured as distance built North Gree built built Also Park right air

EXHIBIT A-2

DESCRIPTION B-2: WEST BALCONY

The air rights for a rectangular structure at the North face of a structure known as "The Greenhouse" described as follows:

From a point at the Northeast corner of The Greenhouse as measured at the finish grade of Central Park Mall, a

DESCRIPTION D: SERV

A ground level encroachment (McKesson-Roggins Building)

From a point

Legal Descriptions

DESCRIPTION:

ent for pedestrian ingress and egress on, over
nder that part of 9th Street described as
Beginning at a point that is 17.70 feet South
.75 feet East of the Northeast corner of Lot 8,
4, Original City of Omaha, Douglas County,
; thence East perpendicular to the East line of
8 for 10.00 feet; thence North parallel with
line of said Lot 8 for 8.30 feet; thence East
ular to the East line of said Lot 8 for 20.00
ence South parallel with the East line of said
r 23.00 feet; thence West perpendicular to the
e of said Lot 8 for 30.00 feet; thence North
with and 0.75 feet East of the East line of
8 for 14.70 feet to the point of beginning.

GLASS BOX (RECTANGULAR STRUCTURE)

EXHIBIT A-4

or a rectangular structure at the North face of a structure
eenhouse" described as follows:


From a point at the Northeast corner of the Greenhouse
as measured at the finish grade of Central Park Mall, a
distance 58'-6" Westerly along the face of said
building, to the point of beginning. Thence 4'-10"
North from the face of the masonry wall of said
Greenhouse; thence Westerly 16'-0" parallel to said
building; thence Southerly 4'-10" to the face of said
building; thence Easterly along the masonry face of said
building a distance of 16'-0" to the point of beginning.
Also, vertically from the finish grade of said Central
Park Mall a distance of 28'-0" to the bottom of the air
rights and 114'-0" from the bottom to the top of said
air rights.

SERVICE LIFT

EXHIBIT A-5

encroachment at the East face of a structure (now as "The Greenhouse"
is Building) containing a structure, and described as follows:

From a point at the Southeast corner of The Greenhouse
as measured at the finish grade, a distance of 18'-9"
along the face of said building, to the point



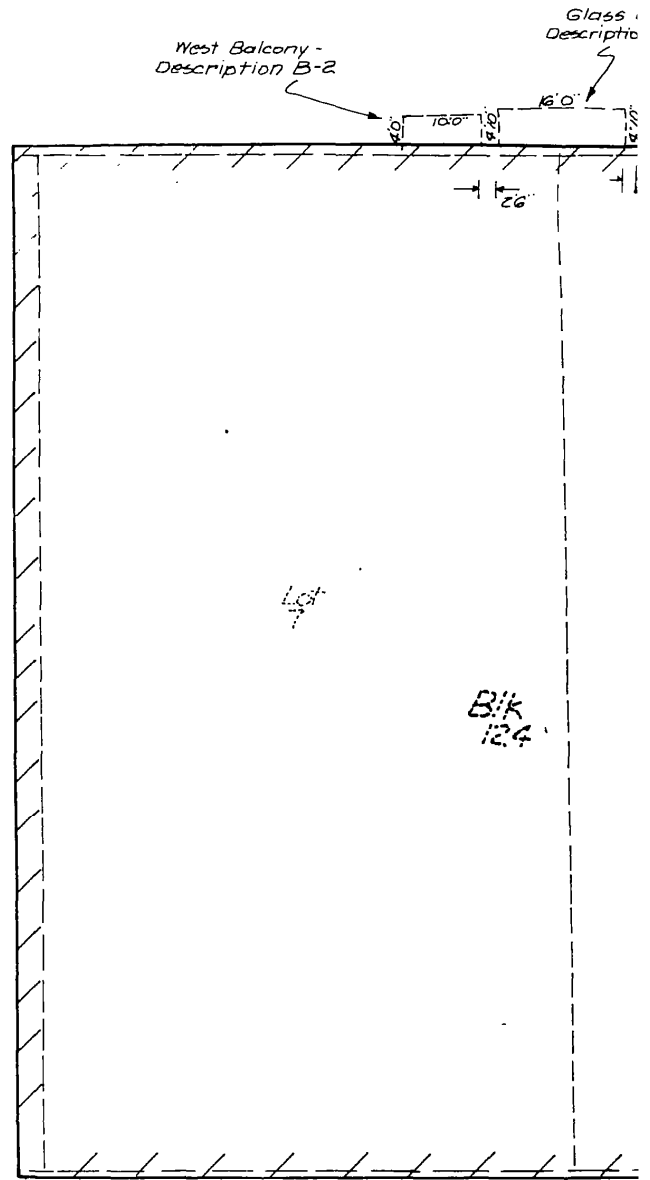
rynearson & associates, inc.
architects engineers surveyors planners

4747 california street omaha, nebraska 68154-1952 402-496-2498

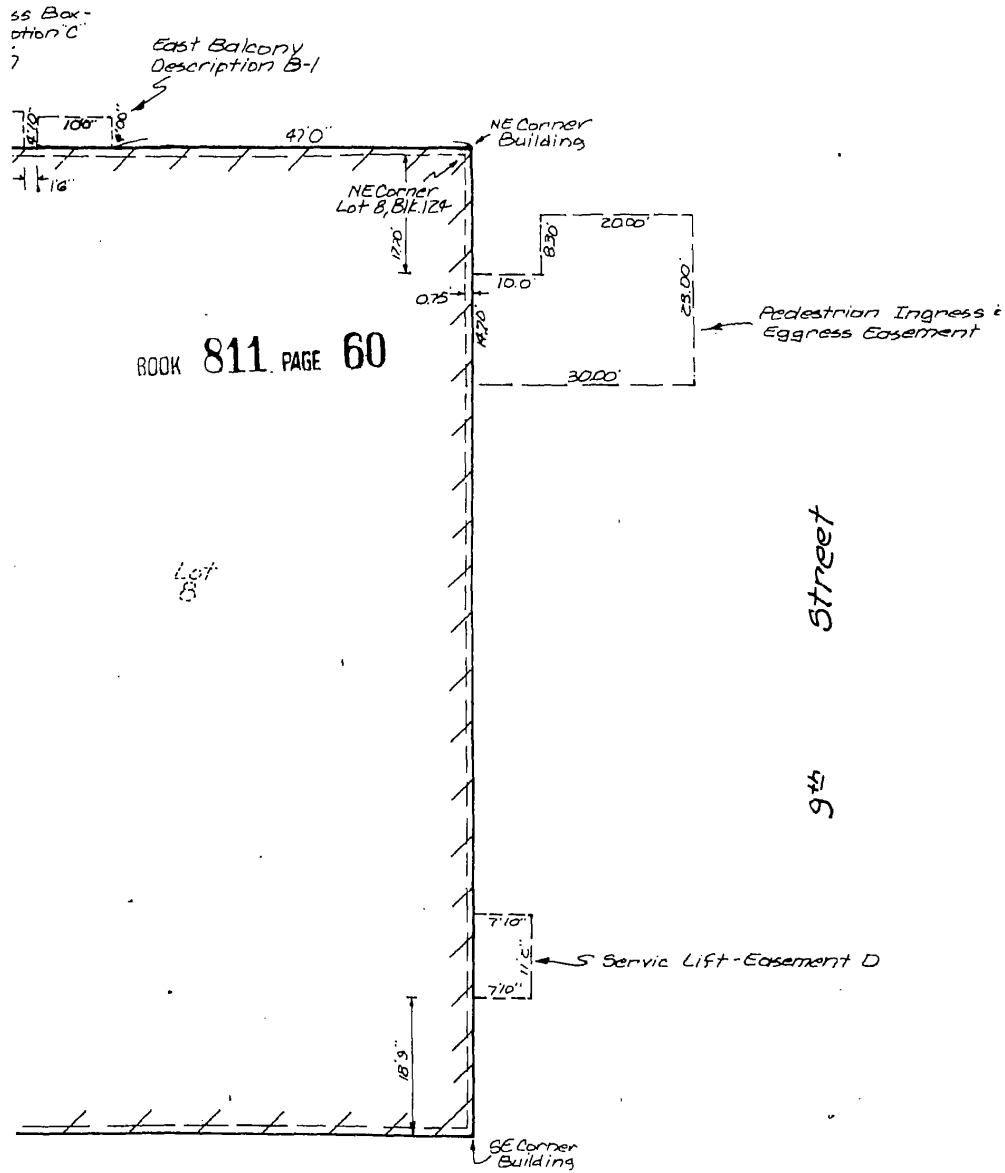
21 N. 4th St. Omaha, Ne 68102

(12)

BOOK 811 PAGE 59



Farnam



BOOK 811 PAGE 60

Lot B

9th Street

DESCRIPTION B-1:

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1"=20'

BOOK 811 PAGE 61

LEGAL DESCRIPTION:

An easement for ped and/or under that p follows: Beginning of and 0.75 feet Ea Block 124, Original Nebraska; thence Ea said Lot 8 for 10.0 the East line of sa perpendicular to th feet; thence South Lot 8 for 23.00 fee East line of said L parallel with and 0 said Lot 8 for 14.7

EXHIBIT A-3

B-1: EAST BALCONY

rights for a rectangular structure at the North face of a structure "The Greenhouse" described as follows:

From a point at the Northeast corner of The Greenhouse as measured at the finish grade of Central Park Mall, a distance 47'-0" Westerly along the face of said building, to the point of beginning. Thence 4'-0" North from the face of the masonry wall of said Greenhouse; thence Westerly 10'-0" parallel to said building; thence Southerly 4'-0" to the face of said building; thence Easterly along the masonry face of said building a distance of 10'-0" to the point of beginning. Also, vertically from the finish grade of said Central Park Mall a distance of 11'-3" to the bottom of the air rights and 126'-0" from the bottom to the top of said air rights.

DESCRIPTION C: GLASS BOX (I

The air rights for a rectangular structure known as "The Greenhouse" described as follows:

From a point as measured distance building, North from Greenhouse building; building; building. Also, vertically from Central Park Mall air rights and air right

EXHIBIT A-2

B-2: WEST BALCONY

rights for a rectangular structure at the North face of a structure "The Greenhouse" described as follows:

From a point at the Northeast corner of The Greenhouse as measured at the finish grade of Central Park Mall, a distance 77'-0" Westerly along the face of said building, to the point of beginning. Thence 4'-0" North from the face of the masonry wall of said Greenhouse; thence Westerly 10'-0" parallel to said building; thence Southerly 4'-0" to the face of said building; thence Easterly along the masonry face of said building a distance of 10'-0" to the point of beginning. Also, vertically from the finish grade of said Central Park Mall a distance of 11'-3" to the bottom of the air rights and 126'-0" from the bottom to the top of said air rights.

DESCRIPTION D: SERVICE LI

A ground level encroachment (McKesson-Roggins Building)

From a point as measured a Northerly also of beginning. masonry wall perpendicular parallel to s point of begi

pedestrian ingress and egress on, over part of 9th Street described as beginning at a point that is 17.70 feet South East of the Northeast corner of Lot 8, 1st City of Omaha, Douglas County, East perpendicular to the East line of Lot 8 for 20.00 feet; thence North parallel with the East line of said Lot 8 for 8.30 feet; thence East perpendicular to the East line of said Lot 8 for 20.00 feet; thence West perpendicular to the East line of said Lot 8 for 30.00 feet; thence North parallel with the East line of said Lot 8 for 0.75 feet East of the East line of Lot 8 for 70 feet to the point of beginning.

BOOK 811 PAGE 62

(RECTANGULAR STRUCTURE)

EXHIBIT A-4

Rectangular structure at the North face of a structure described as follows:

Point at the Northeast corner of the Greenhouse shed at the finish grade of Central Park Mall, a distance of 58'-6" Westerly along the face of said shed, to the point of beginning. Thence 4'-10" South from the face of the masonry wall of said shed; thence Westerly 16'-0" parallel to said shed; thence Southerly 4'-10" to the face of said shed; thence Easterly along the masonry face of said shed a distance of 16'-0" to the point of beginning. Thence North from the finish grade of said Central Park Mall a distance of 28'-0" to the bottom of the air duct and 114'-0" from the bottom to the top of said shed.

LET

EXHIBIT A-5

at the East face of a structure known as "The Greenhouse" containing a structure, and described as follows:

at the Southeast corner of The Greenhouse shed at the finish grade, a distance of 18'-9" along the face of said building, to the point of beginning. Thence 11'-2" North along the face of the shed of said building; thence East 7'-10" parallel to said building; thence South 11'-2", parallel to said building, thence West 7'-10" to the point of beginning.

12

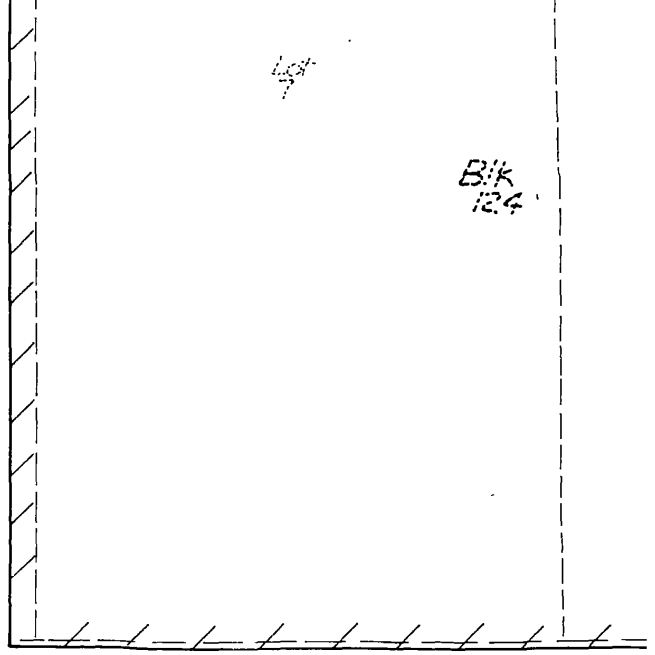


lamp, rynearson & associates, inc.
architects
engineers
surveyors
planners

14747 california street omaha, nebraska 68154-1952 402-496-2498

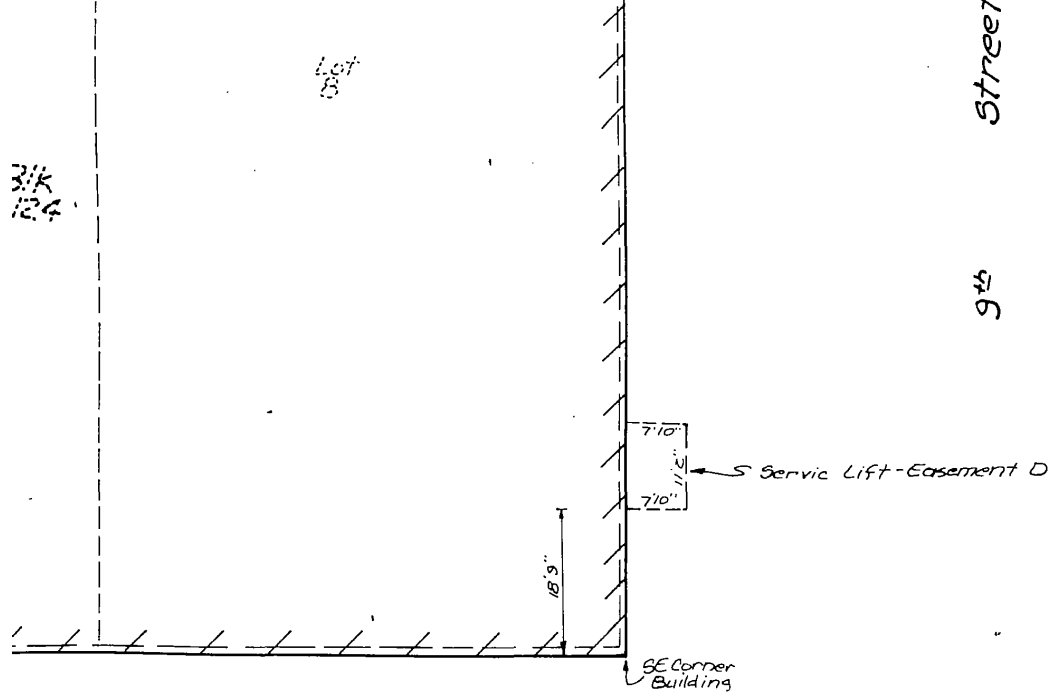
Pt. Blk. 124, City of Omaha, Do. Co., Ne.

designer



BOOK 811 PAGE 63

Farnham



DESCRIP

The air
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BOOK 811 PAGE 64

Street

DESCRIP

The air
known as

ON B-1: EAST BALCONY

EXHIBIT A-3

DESCRIPTION C: GLASS BOX (

rights for a rectangular structure at the North face of a structure "The Greenhouse" described as follows:

The air rights for a rectangular structure known as "The Greenhouse" c

From a point at the Northeast corner of The Greenhouse as measured at the finish grade of Central Park Mall, a distance 47'-0" Westerly along the face of said building, to the point of beginning. Thence 4'-0" North from the face of the masonry wall of said Greenhouse; thence Westerly 10'-0" parallel to said building; thence Southerly 4'-0" to the face of said building; thence Easterly along the masonry face of said building a distance of 10'-0" to the point of beginning. Also, vertically from the finish grade of said Central Park Mall a distance of 11'-3" to the bottom of the air rights and 126'-0" from the bottom to the top of said air rights.

From a point as measured distance building North from Greenhouse building building building Also, vertically from Central Park Mall rights a air right

BOOK 811 PAGE 65

ON B-2: WEST BALCONY

EXHIBIT A-2

DESCRIPTION D: SERVICE L

rights for a rectangular structure at the North face of a structure "The Greenhouse" described as follows:

A ground level encroachment (McKesson-Roggins Building)

From a point at the Northeast corner of The Greenhouse as measured at the finish grade of Central Park Mall, a distance 77'-0" Westerly along the face of said building, to the point of beginning. Thence 4'-0" North from the face of the masonry wall of said Greenhouse; thence Westerly 10'-0" parallel to said building; thence Southerly 4'-0" to the face of said building; thence Easterly along the masonry face of said building a distance of 10'-0" to the point of beginning. Also, vertically from the finish grade of said Central Park Mall a distance of 11'-3" to the bottom of the air rights and 126'-0" from the bottom to the top of said air rights.

From a point as measured Northerly a of beginning masonry wall perpendicular parallel to point of beginning

EXHIBITS

30X (RECTANGULAR STRUCTURE)

EXHIBIT A-4

ectangular structure at the North face of a structure
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a point at the Northeast corner of the Greenhouse
easured at the finish grade of Central Park Mall, a
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nhouse; thence Westerly 16'-0" parallel to said
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ding; thence Easterly along the masonry face of said
ding a distance of 16'-0" to the point of beginning.
, vertically from the finish grade of said Central
Mall a distance of 28'-0" to the bottom of the air
ts and 114'-0" from the bottom to the top of said
rights.

BOOK 811 PAGE 66

LICE LIFT

EXHIBIT A-5

chment at the East face of a structure (now as "The Greenhouse"
ding) containing a structure, and described as follows:

oint at the Southeast corner of The Greenhouse
red at the finish grade, a distance of 18'-9"
ly along the face of said building, to the point
ning. Thence 11'-2" North along the face of the
wall of said building; thence East 7'-10"
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l to said building, thence West 7'10" to the
f beginning.

lamp, rynearson & associ
surveyors
68154 - 1952
engineers
omaha, nebraska
14747 california street



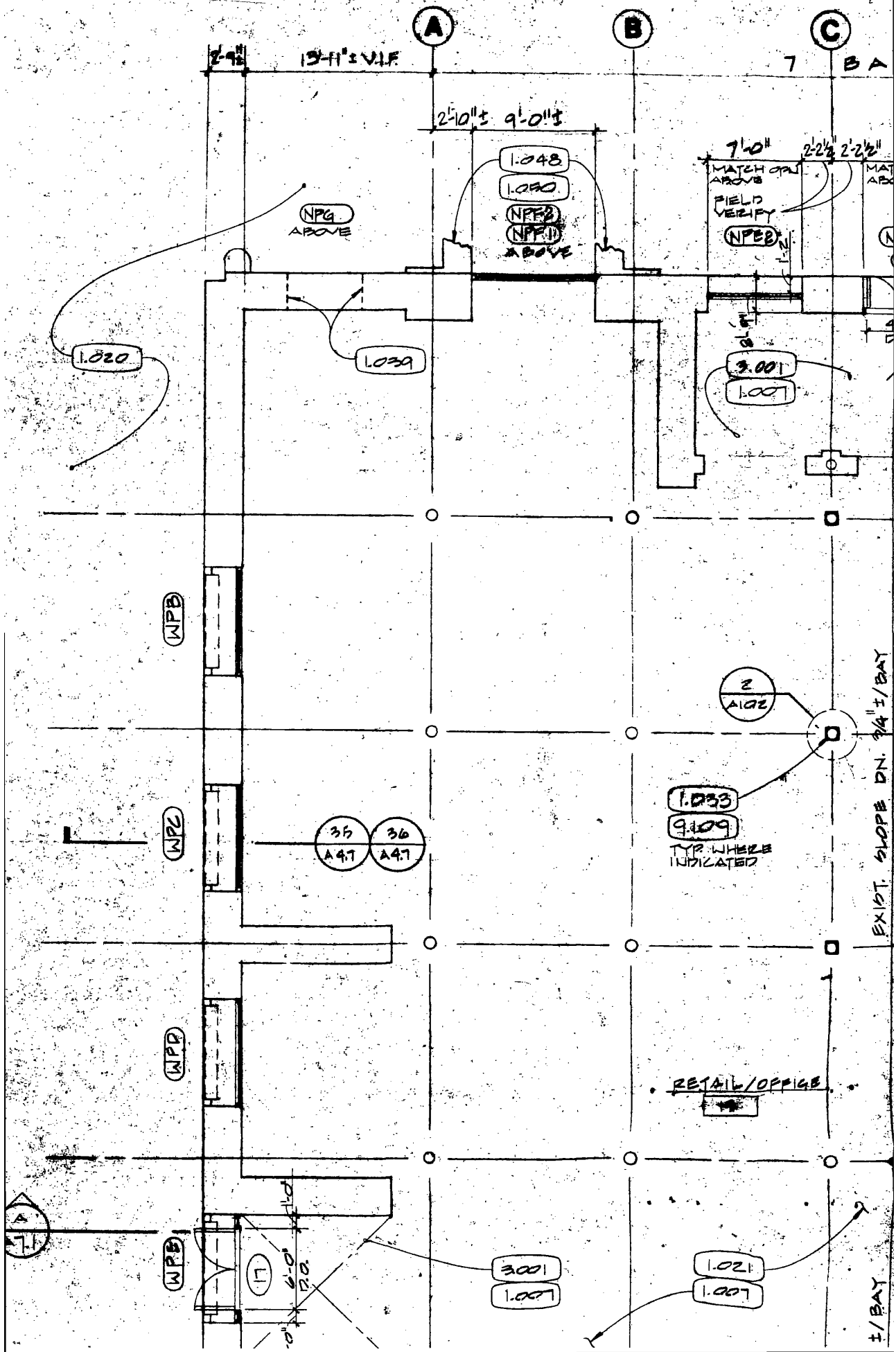
Pt. Blk. 124, City of Omaha, Do. Co., Ne.

designer
draftsman
BED
revisions

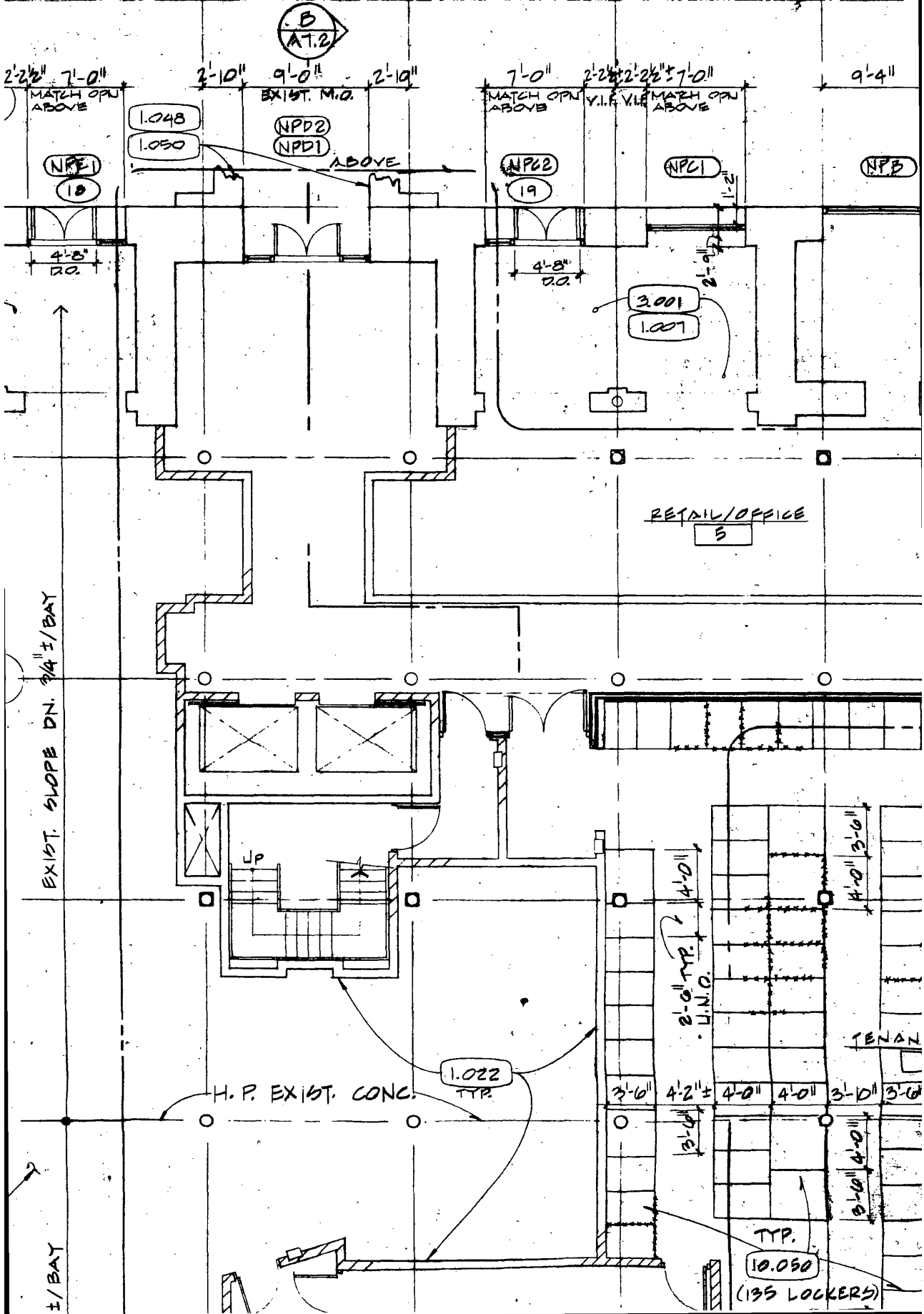
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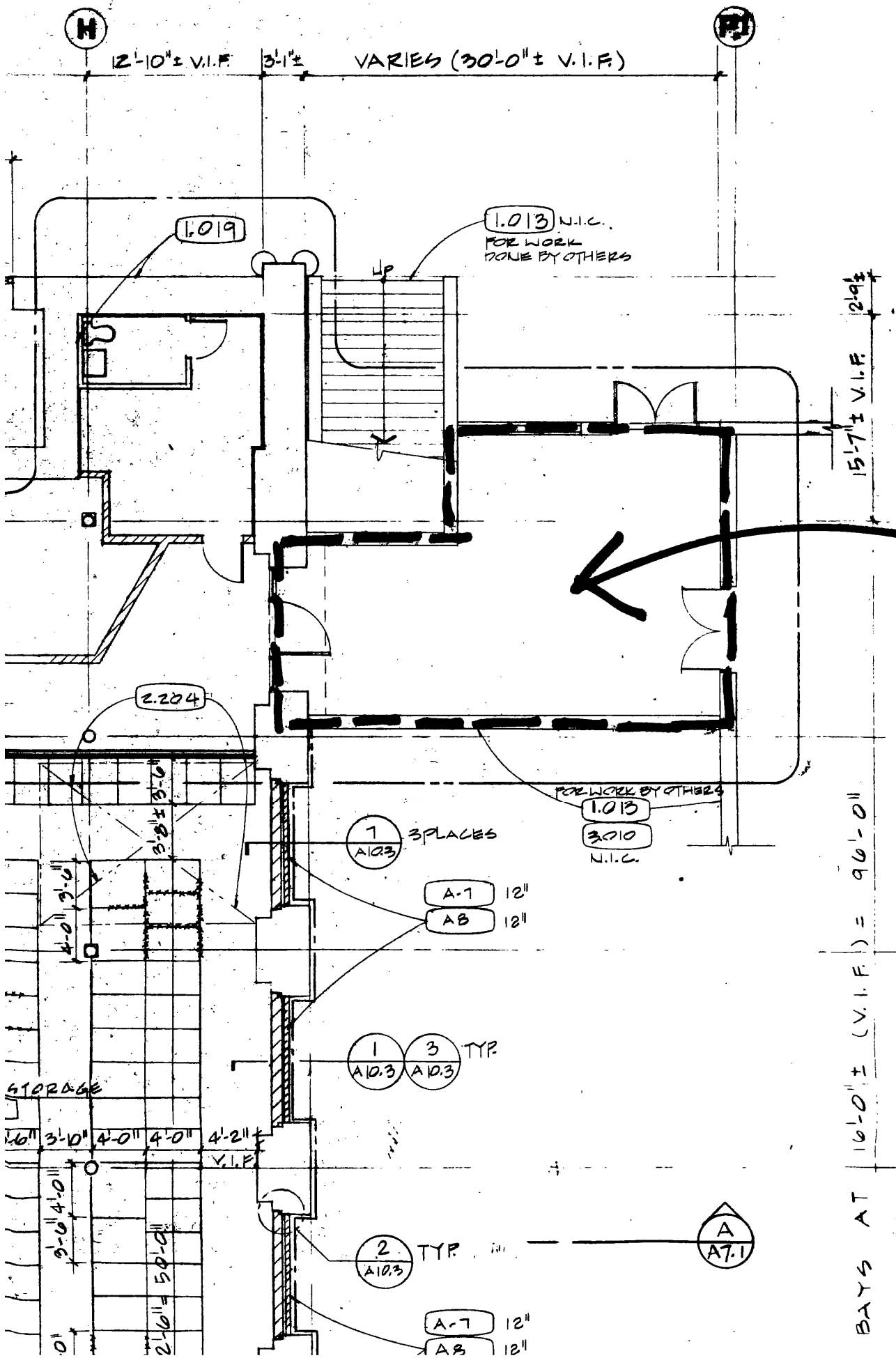
sheet
1 of 1

A-2 THRU A-5



BAYS AT 14'-8" (V.I.F.) = 102' - 8" (D) (E) (F) (G)





BAYS AT 16'-0" ± (V.I.F.) = 96'-0"

revision
8-22-86
8-29-86
ISSUE FOR
BID

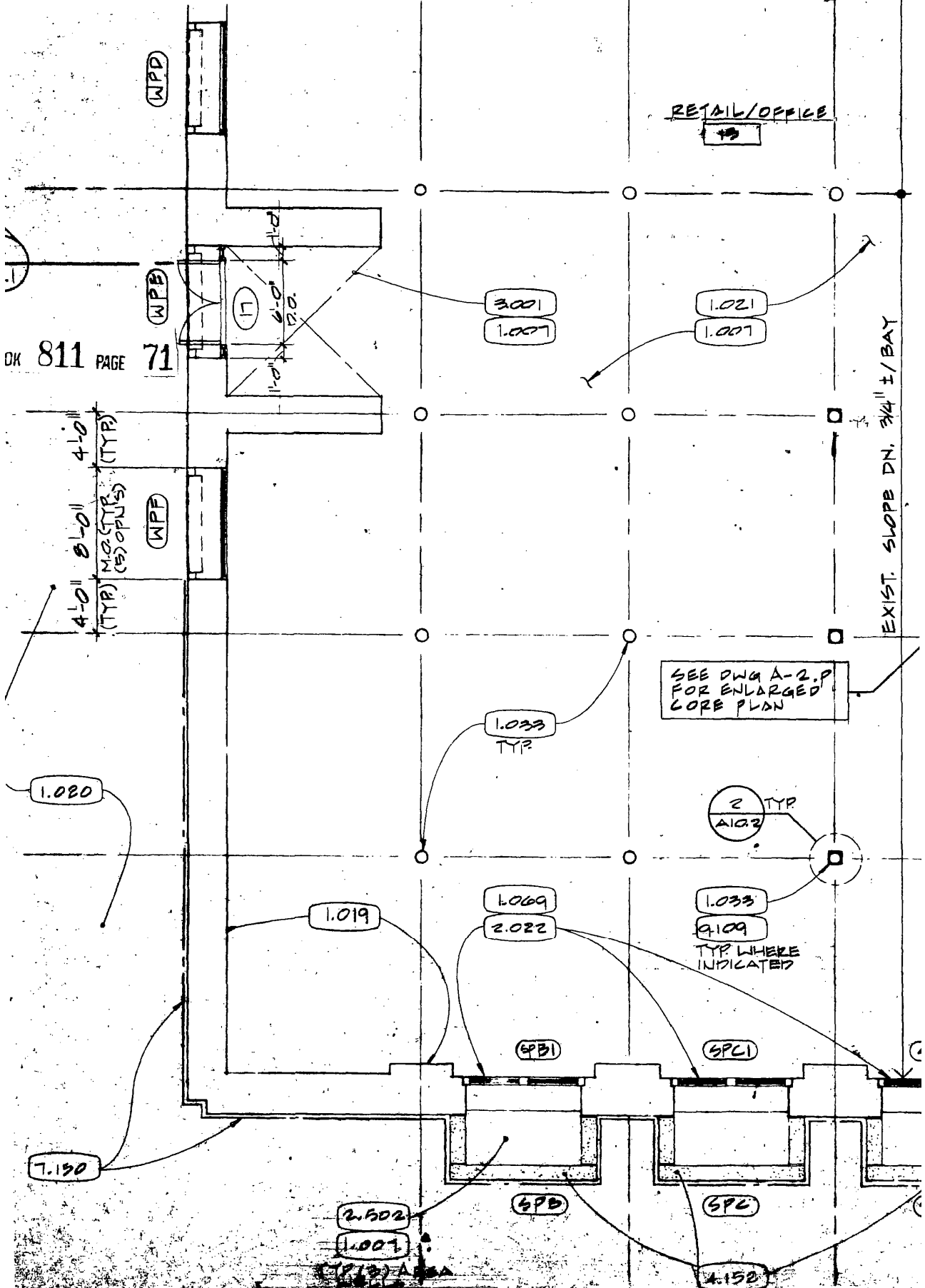
1) **CONNECTING
LINK**

2)

3)

4) **-level Floor Plan**

- SYSTEM**
- A-7 CONCRETE BLOCK WALL
 - A-8 BRICK AND CONCRETE BLOCK WALL
- ITEMS**



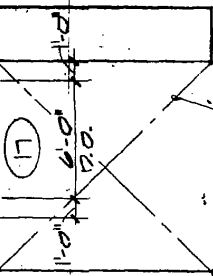
RETAIL/OFFICE

WPD

WPD

WPD

4'-0" (TYP) M.C. STAIR (5) (OPUS)
4'-0" (TYP)
4'-0" (TYP)



SEE DWG A-2.P FOR ENLARGED CORE PLAN

EXIST. SLOPE DN. 3/4" ± / BAY

2 TYP
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1.033
2.109
TYP WHERE INDICATED

6PB1

6PC1

6PB

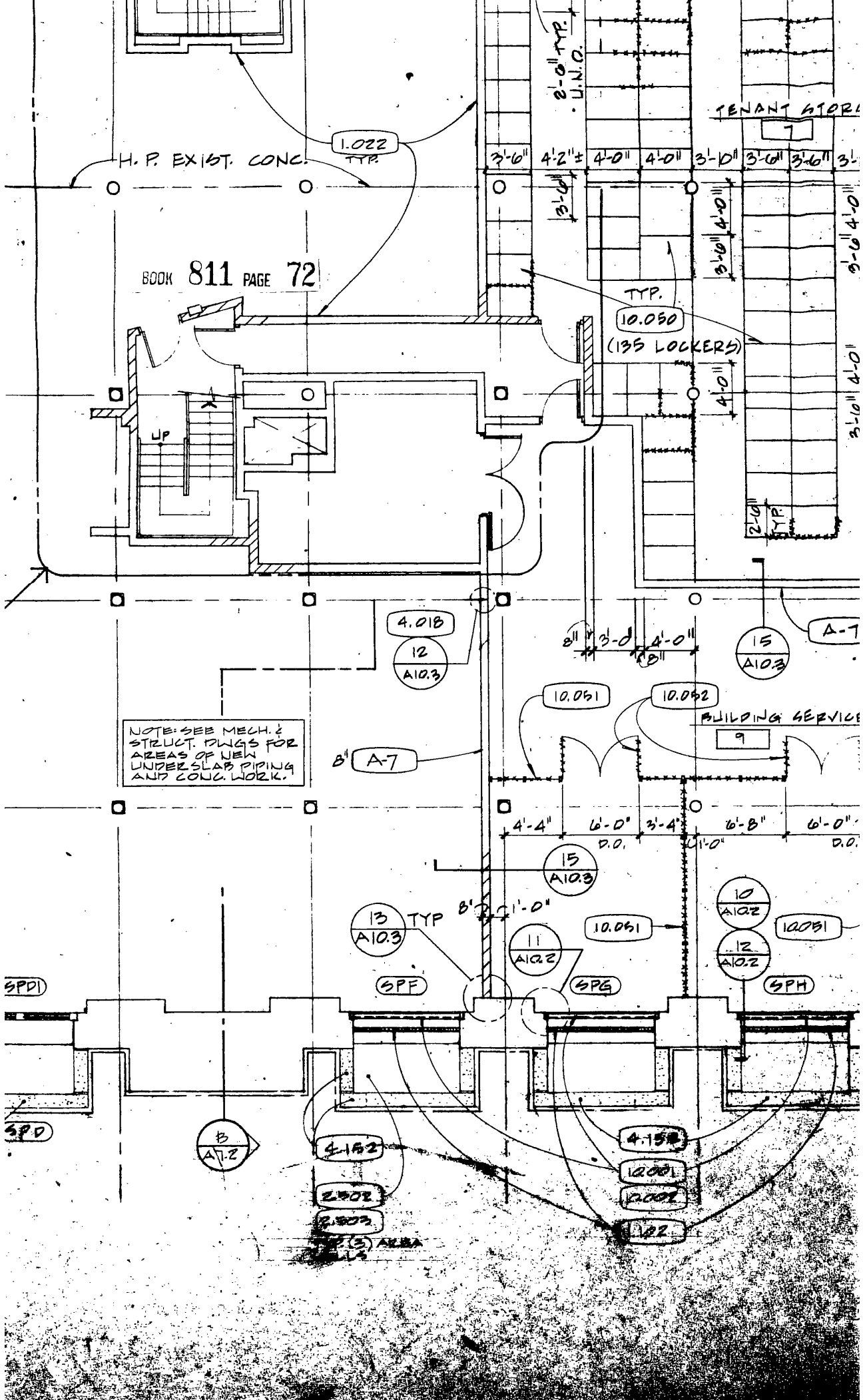
6PC

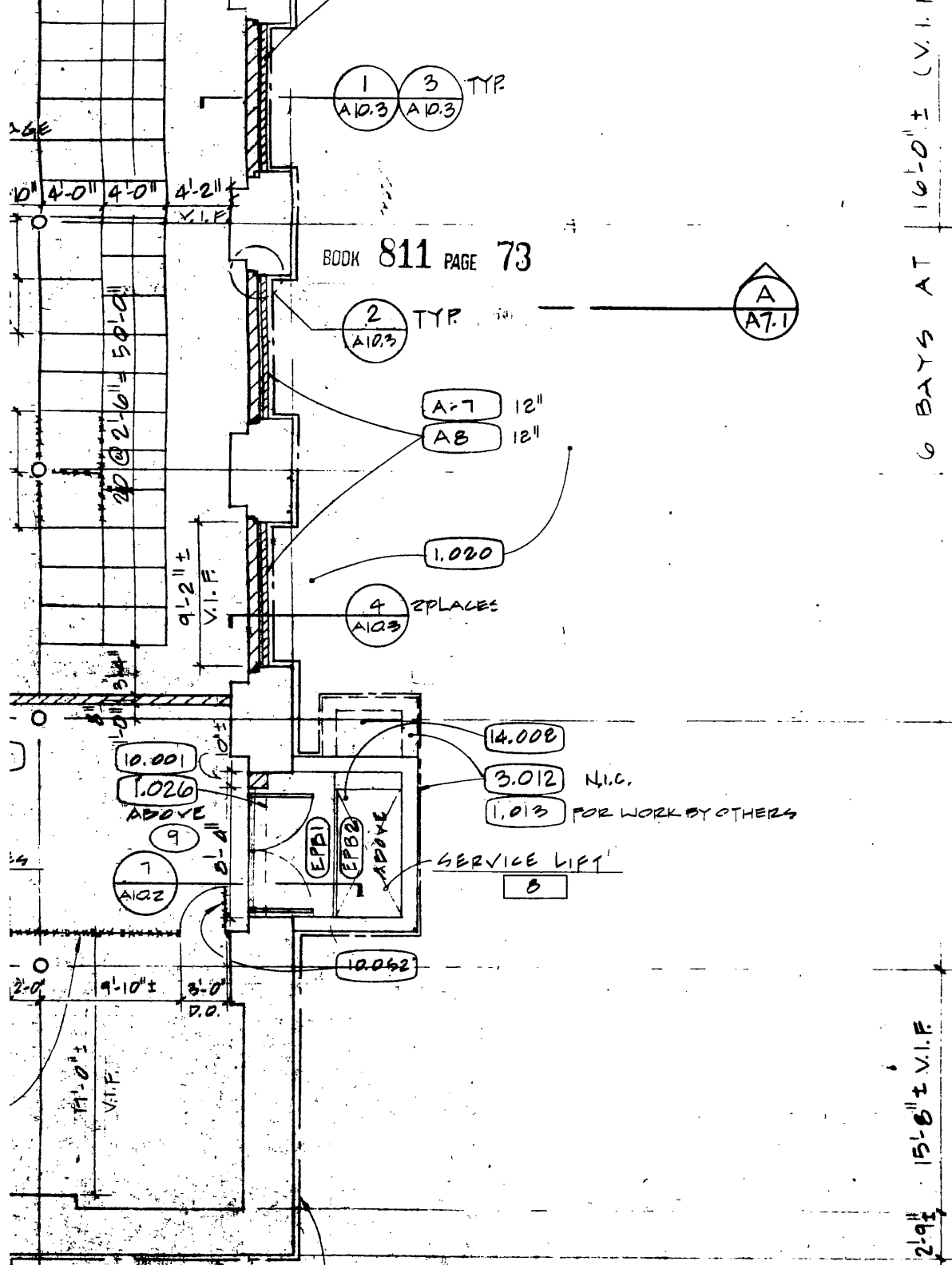
2.502
1.007

4.152

7.130

2.109





BOOK 811 PAGE 73

6 BAYS AT 16'-0" ± V.I.F.

4

5

6

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14.008

3.012 N.I.C.

1.013 FOR WORK BY OTHERS

SERVICE LIFT

8

4 REPLACES
A10.3

1.020

A-7 12"

A B 12"

2 TYP
A10.3

A
A7.1

1 3 TYP
A10.3 A10.3

7
A10.2

10.001
1.026
ABOVE

9

2'-6"

10'-0"±
4'-0"±
4'-0"±
4'-2"±
V.I.F.

20 @ 2'-6" = 50'-0"

9'-2"±
V.I.F.

1'-0"±
1'-0"±
1'-0"±

2'-0"
9'-10"±
3'-0"
D.O.

11'-0"±
V.I.F.

15'-0"± V.I.F.
15'-6"± V.I.F.
2'-9"±

SYSTEMS

- A-7 CONCRETE BLOCK WALL
- A-8 BRICK AND CONCRETE BLOCK WALL

ITEMS

BOOK 811 PAGE 74

- 1.007 REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION
- 1.013 REFER TO CONCRETE PARKING DECK DRAWINGS FOR ADDITIONAL INFORMATION THIS AREA
- 1.019 EXISTING-MASONRY WALL TO REMAIN
- 1.020 FINISH GRADE - REFER TO CENTRAL PARK MALL- PHASE V FOR SITE IMPROVEMENTS AND FINISH GRADES
- 1.021 EXISTING BASEMENT FLOOR SLAB TO REMAIN - UNLESS NOTED OTHERWISE
- 1.022 REFER TO FIRE RATED WALL PLANS (FP-SERIES) FOR PARTITION RATING
- 1.026 LINE OF WALL SHOWN DASHED
- 1.033 EXISTING CAST - IRON COLUMNS TO REMAIN - DO NOT FASTEN NEW WORK TO COLUMNS
- 1.039 LINE OF OPENING ABOVE SHOWN DASHED
- 1.048 EXISTING RUBBLE WALLS TO REMAIN
- 1.050 PROVIDE PROTECTION DURING CONSTRUCTION TO PREVENT DAMAGE
- 1.069 EXISTING WINDOWS TO BE REFURBISHED AND RESTORED
- 1.102 EXISTING SECURITY GRILLE - REFURBISH

- 2.022 REMOVE GLASS AND GLAZING MATERIALS ONLY AT EXISTING WOOD SASH
- 2.204 FLOOR OPENING TO BE CLOSED WITH NEW CONSTRUCTION. SEE STRUCTURAL DRAWINGS
- 2.502 EXCAVATE AS REQUIRED
- 2.503 CRUSHED WASHED LIMESTONE

- 3.001 CONCRETE SLAB ON GRADE
- 3.010 CONCRETE FOUNDATION WALL
- 3.012 CONCRETE RETAINING WALL

- 4.018 CONTROL JOINT - C.M.U.
- 4.152 STONE SILL WITH DRIP - SET IN FULL MORTAR BED

- 7.150 BITUMINOUS MEMBRANE BELOW GRADE WATERPROOFING - SEE SPECIFICATIONS

- 9.100 GYPSUM BOARD CEILING ENCASEMENT

- 10.001 ALUMINUM LOUVER WITH RIBSCREEN
- 10.002 PROVIDE TEMPORARY BLANK-OFF AT UNUSED LOUVER AREA
- 10.050 WIRE MESH TENANT STORAGE LOCKERS
- 10.051 WIRE MESH PARTITION - 8'-0" HIGH, SUPPORT TO CEILING AS REQUIRED
- 10.052 WIRE MESH DOOR

- 14.002 SERVICE LIFT, HOISTWAY COVER, AND DOORS - SEE MANUFACTURERS SHOP DRAWINGS FOR INSTALLATION

EXHIBIT B-2

Park Level Floor Plan

THE GREENHOUSE

Central Park Mall
Omaha, Nebraska

1007
sheet
A1.P