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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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ROADWAY EASEMENT AGREEMENT

This is an Agreement dated as of May 4, 2000 between F & J Enterprises, Inc., a Nebraska Corporation ("F & J"), and Robert F. Krejci and Gail D. Krejci, husband and wife as joint tenants (collectively "Krejci"), and Maple 144 LLC, a Nebraska Limited Liability Company ("Developer").

PRELIMINARY STATEMENT

F & J and Krejci, as tenants in common, each own an undivided one-half interest in the unimproved parcels of real estate described on Exhibit A attached to this Agreement (collectively the "Krejci Parcels").

Developer is the owner of the unimproved parcel of real estate described on Exhibit B annexed (the "Developer's Parcels") which adjoins and is situated to the east of the Krejci Parcels.

To provide the Krejci Parcels access to 144th Street, Developer has agreed to grant F & J and Krejci an easement over a designated area of Lot 1 Hillsborough West Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded to be developed as a roadway as depicted on the Site Plan annexed and as legally described on Exhibit C.

Developer presently is the owner and holder of an easement over an unrestricted drive at Station 254 + 21 Left in certain highway right-of-way adjoining the Krejci Parcel which has been acquired by Krejci from the State of Nebraska providing Developer direct access to and from Developer's Parcel and West Maple Road, which easement was created by virtue of the Condemnation recorded at Book 682, Pages 633 through 635 of the Miscellaneous Records of The Register of Deeds of Douglas County, Nebraska. F & J and Krejci have agreed to grant Developer a perpetual easement over the portion of the Krejci Parcels depicted and legally described on Exhibit D which will provide Developer's Parcels direct access to 147th Street which is a public street. In exchange for such access to 147th Street, Developer will release its easement rights over highway right-of-way presently providing Developer's Parcels access to West Maple Road. Developer represents that it has the right to release and convey such highway right-of-way easement in the manner described herein, and agrees that it has not assigned nor will it assign or release its interest in such easement except as set forth herein.

For the purpose of evidencing their understanding with respect to the establishment of the roadway easements benefiting their respective parcels, the Parties have entered into this Agreement.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in this portion of this Agreement and other valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. Roadway Easements.

A. Definitions

(i) Owner shall mean any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated association, government agency or other business entity now or hereafter holding of record a fee interest in a portion or all of either the Krejci Parcels or the Developer's Parcels.

(ii) Permittees shall mean (i) the respective record owners of any portion or all of the Developer's Parcels or any portion or all of the Krejci Parcels and their respective successors, assignees, heirs and personal representatives, (ii) such owners' agents, customers, invitees, licensees, employees, servants and contractors, (iii) such owners' tenants and subtenants and their respective customers, invitees, employees, servants, licensees, contractors, and agents, and (iv) such owners' land contract purchasers, mortgagees, and beneficiaries under deeds of trust.

(iii) Roadway shall mean the roadway situated on the Krejci Parcels and the Developer's Parcels depicted and legally described on Exhibit C and Exhibit D annexed and incorporated herein (the "Roadway"), including any alterations or reconfigurations thereof consistent with the terms of this Agreement.

B. Easement Grant. Each of the Parties hereby grants to the Permittees a non-exclusive perpetual easement over and upon the portion of Roadway depicted and hatchmarked on Exhibit C and Exhibit D annexed to this Agreement and situated on their respective parcels for vehicular ingress, egress, passage and traffic upon, over, across and through its respective portion of the Roadway for the purpose of furnishing access, ingress and egress and the right of access between 147th Street and 144th Street which easement rights shall be exercised only in connection with the use of the Developer's Parcels and the Krejci Parcels. In the event a sidewalk is constructed by the Developer or F & J and Krejci adjacent to the Roadway or any portion thereof, each of such Parties grants to the Permittees a non-exclusive perpetual easement over and upon such sidewalks for the purpose of pedestrian traffic upon, over, across and through its respective portion of such sidewalks.

C. Construction of Roadway. Prior to the occupancy of the first building to be constructed on their respective parcels, F & J and Krejci, jointly and severally, and the Developer agree that they will complete the construction of that portion of the Roadway situated on their respective parcels but in no event later than April 1, 2000 unless extended by mutual agreement. Notwithstanding the foregoing, in the event construction of a building has not been initiated on either the Krejci Parcels or the Developer's Parcels as of April 1, 2000 then Krejci and the Developer need not initiate construction of the portion of the Roadway on its parcel until construction of a building is initiated on such other Party's Parcel. The Roadway shall be constructed thirty (30) feet in width in the manner described on Exhibit E annexed with heavy duty asphalt having a thickness of at least eight and one-half (8.5) inches. The Roadway shall be constructed in the location depicted and legally described on Exhibit C and Exhibit D annexed to this Agreement. The Owners of the Krejci Parcels and the Developer's Parcels shall not change the grades of those portions of the Roadway on their respective parcels from the grades depicted on the Grading Plan prepared by Thompson Dreessen & Dorner identified on Exhibit F and incorporated herein.

In no event shall this Agreement be construed as creating parking or any other easements except as specifically granted in this Agreement.

D. Use of Roadway. The Permittees (i) shall use the Roadway with due regard to the rights of other Permittees; (ii) shall not use the Roadway in any manner which will impair or impede the rights of other Permittees; (iii) shall not obstruct passage on the Roadway; (iv) shall not construct any hedge, fence or any other type of barrier or obstruction on the Roadway except (x) curbing installed and intended to assist reasonably with traffic direction and control, (y) speed bumps reasonably designed and located to reduce the speed of travel on the Roadway, and (z) temporary closing not to exceed twenty-four hours in any calendar year excluding the months of May, June, July, October, November and December, only if legally necessary to preclude the creation of a prescriptive easement or public dedication of the Roadway or any portion thereof.

In no event shall the Owners of the Developer's Parcels or the Krejci Parcels, either alone or collectively, impose a charge or toll for the use of that portion of the Roadway situated on their respective parcels.

E. Maintenance of Roadway. The repair, replacement and maintenance of the Roadway situated on the Developer's Parcels and the Krejci Parcels (i) shall be performed by the Owners of the parcels upon which the Roadway is situated, (ii) shall be conducted in a first-class manner consistent with maintenance practices prevailing in first-class shopping centers in the metropolitan area of Omaha, and (iii) shall include, but not be limited to:

(i) Maintenance, repair and replacement of the surface and subsurface of the Roadway so as to maintain a level, smooth, evenly covered Roadway with the type of materials originally used or such substitutes as will in all material respects equal or be superior to such materials in quality, appearance, use and durability;

(ii) Prompt removal from the Roadway of papers, debris, ice, snow, refuse and other objects or hazards to persons and vehicles using the Roadway, and washing or thoroughly sweeping the Roadway as required;

(iii) Installation, maintenance and replacement of exit and directional signs and markers as may be reasonably required from time to time as determined in the sole discretion of the Owners of the parcel on which the same are to be or have been installed;

(iv) Such painting and striping as may be required to maintain any painted and striped portions of the Roadway.

F. Termination of Highway Right of Way. Upon the recordation of this Agreement against the Developer's Parcels and the Krejci Parcels, Developer shall be deemed to have released and does hereby release any and all easement rights created by virtue of the Condemnation recorded at Book 682 Page 633 through 635 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska over an unrestricted drive at Station 254 + 21 Left. At the request of Krejci, Developer will execute and deliver to Krejci an instrument in recordable form reasonably acceptable to Krejci formally releasing Developer's easement rights over the highway right-of-way contiguous to the Krejci Parcels.

2. Nature of Easements.

A. Each and all of the easements and rights granted or created herein are appurtenances to the Developer's Parcels and the Krejci Parcels and none of the easements and rights may be transferred, assigned or encumbered, except as an appurtenance to such Parcels. Under no circumstances, may F & J and Krejci with respect to the Developer's Parcels and the Developer with respect to the Krejci Parcels grant any license, permission, authority or easement of any kind or duration over the Roadway to any one other than the Permittees. For the purpose of such easements and rights, the Developer's Parcels and the Krejci Parcels which are benefited shall constitute the dominant estate and the areas of the Developer's Parcels and the Krejci Parcels which are burdened by such easements and rights shall constitute the servient estate.

B. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

(i) Are made for the exclusive, direct, mutual and reciprocal benefit of the Permittees of the Developer's Parcels and the Krejci Parcels and no other person or entity;

(ii) Create mutual equitable servitudes upon each of such Parcels in favor of the other Parcels;

(iii) Constitute covenants running with the land; and

(iv) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Developer's Parcels or the Krejci Parcels at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provisions in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

C. The acceptance of any transfer or conveyance of title from any Party to this Agreement or its respective heirs, personal representatives, successors or assigns of all or any portion of its interest in any of its property subject to this Agreement shall be deemed to:

(i) require the prospective grantee to agree not to use, occupy or allow any lessee, sublessee or occupant of the transferred property to use or occupy such transferred property in any manner which would constitute a violation or breach of any of the easements, restrictions and covenants contained herein; and

(ii) require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any property which will be conveyed to each grantee, in each case by a written instrument executed, acknowledged and recorded in the Office of The Douglas County Register of Deeds.

Upon recordation of the conveyance and the assumption of the prospective grantee, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the property so conveyed, but shall not be relieved from past obligations. The Parties to such conveyance agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes title to any property which is subject to this Agreement in connection with a mortgagee foreclosure action or deed in lieu of foreclosure or the exercise of the power of sale under a deed of trust.

3. Right To Cure. In the event any Owner shall fail to perform its obligations under this Agreement or to properly maintain that portion of the Roadway which is located on its property (such Owner being referred to herein as the "Defaulting Party"), any other Owner of the Developer's Parcels, or any portion thereof or the Krejci Parcels, or any portion thereof (hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance. The Defaulting Party shall have thirty (30) days after receipt of the such notice in which to correct the Deficiencies or in which to begin to correct the Deficiencies and proceed diligently to complete such correction, as the case may be. In the event the Defaulting Party shall fail to comply with the requirements of this Section 4, the Non-

defaulting Party may exercise its option to cure and may correct the Deficiencies. The Defaulting Party shall promptly, upon receipt from the Nondefaulting Party of an itemized invoice for the reasonable costs incurred by the Nondefaulting Party in correcting the deficiencies, pay all such reasonable costs to the Nondefaulting Party.

4. **Enforcement.** In the event of any violation by any Party to this Agreement or by any Permittee of any of the terms, restrictions, covenants and conditions provided herein, any of the Parties, or their respective heirs, personal representatives, successors or assigns shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days written notice of the violation will be given to all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

A Party will not be in default under this Section 4 unless such Party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within such thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the Parties may have by reason of any breach of this Agreement.

The successful party in any litigation to enforce the provisions of this Agreement shall be entitled to additionally recover reasonable attorney's fees as approved and ordered by the court.

5. **Mutual Indemnification.** The Owner, with respect to its property which is subject to this Agreement, shall comply with all applicable laws, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Owner harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorney's fees) arising out of or in any way related to the failure by such Owner to maintain the portion of the Roadway situated on its property in a safe and proper condition as required by the terms of this Agreement. Each Owner shall give each other Owner prompt and timely notice of any claim made or suit or action commenced which could result in indemnification hereunder.

6. **Condemnation.** If all or any part of the Roadway situated on the Developer's Parcels or the Krejci Parcels is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land so taken shall be payable only to the Owner thereof and no claim thereto shall be made by the other Owner; provided, however, that all other Owners may file collateral

claims with the condemning authority, over and above the value of the land so taken, to the extent of any damage suffered by the property of such other Owners resulting from the severance of the appurtenant Roadway so condemned or taken. The Owner of the Roadway so condemned or taken shall promptly replace the Roadway so taken (i) to a location as near as practicable to the prior location, and (ii) as near as practicable to the condition of Roadway immediately prior to such condemnation or taking and without contribution from any other Owner.

7. **Duration and Termination.** Except as otherwise provided herein, the easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

This Agreement, or any easement, covenant, restriction or undertaking contained herein may be terminated or amended as to any portion or all of the Developer's Parcels or the Krejci Parcels only by the recording of the appropriate document in the Office of the Douglas County Register of Deeds, which document must be executed (a) only by the mutual agreement of (i) Developer as long as it is the Owner of any portion of the Developer's Parcels, and (ii) F & J and Krejci as long as they are the Owners of any portion of the Krejci Parcels, or (b) if either subparagraph (i) or (ii) of Subsection (a) immediately above is inapplicable then, in the case where subparagraph (i) of Subsection (a) is inapplicable, by all of the Owners of the Developer's Parcels, and in the case where subparagraph (ii) of Subsection (a) is inapplicable by all of the Owners of the Krejci Parcels. Subject to the foregoing, no consent to the amendment or termination of this Agreement shall be required from any occupant or tenant of the properties of the Parties or any other person having an interest or claim in such properties.

8. **Not a Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Developer's Parcels and Krejci Parcels to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

9. **Benefit.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. **Waiver.** No waiver of any breach of any of the easements and covenants herein contained shall be construed as or constitute a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

11. **Separability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

13. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

14. **Counterparts.** This Agreement shall be executed in several counterparts, each of which shall be deemed an original constituting a single agreement.

15. **Notice.** All notices under this Agreement must be in writing and shall be effective if (i) mailed certified mail, return receipt requested, postage prepaid, in which case such notice shall be deemed delivered on the third business day following the mailing of such notice, or (ii) delivered by a nationally recognized courier service, in which case such notice shall be deemed delivered on the next business day following delivery to such courier service, as follows (unless notice of a change of address is given pursuant hereto):

(a) If to Developer:

c/o The Lerner Company
10855 West Dodge Road, Suite 270
Omaha, Nebraska 68154-2666

With a copy to:

Dennis P. Hogan, III
Gaines, Mullen, Pansing & Hogan
10050 Regency Circle, Suite 200
Omaha, NE 68114

(b) If to Krejci:

3323 North 107th Street
Omaha, Nebraska 68132

With a copy to:

James. E. Lang, Esq.
Laughlin, Peterson & Lang
11306 Davenport Street
Omaha, NE 68154-2630

(c) If to F & J:

3323 North 107th Street
Omaha, Nebraska 68132
Attention: Frank Krejci

With a copy to: James E. Lang, Esq.
Laughlin, Peterson & Lang
11306 Davenport Street
Omaha, NE 68154-2630

Such notices shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, or (iii) rejected at the then designated address of the Party intended.

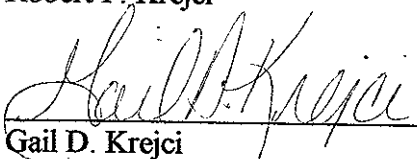
16. **Exculpation.** Neither of the Parties nor any of its shareholders, officers, directors, partners, employees, beneficiaries, trustees or otherwise shall be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the property of a defaulting Party for recovery of damages for any breach of this Agreement.

17. **Force Majeure.** Whenever performance is required of any Party under this Agreement, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided however, if completion of performance shall be delayed by reason of acts of God, war, civil commotion, riots, strikes or other labor disputes, unavailability of labor or materials, or any other cause beyond the reasonable control of such Party, then the time for performance required under this Agreement shall be extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Party from the prompt payment of any monies required under this Agreement nor shall the lack of funds be deemed a cause beyond the control of such Party.

18. **Estoppel Certificate.** Each Party agrees that upon the written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party, it will issue to such Party, or its prospective mortgagee or successor, not later than fifteen (15) days after the receipt of such written request, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

- (i) whether it knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof;
- (ii) whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and
- (iii) whether this Agreement is in full force and effect.


Robert F. Krejci


Gail D. Krejci

F & J Enterprises, Inc., a
Nebraska Corporation

By: Frank R. Krejci
Title: President

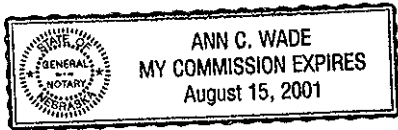
Maple 144 LLC, a
Nebraska Limited Liability Company

By: [Signature]
Salvadore Carta, Member

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

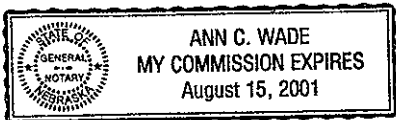
The foregoing instrument was acknowledged before me this 7th day of April, 2000, by Robert F. Krejci and Gail D. Krejci, husband and wife.



Ann C. Wade
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of April, 2000, by Frank R. Krejci, President of F & J Enterprises, Inc., a Nebraska Corporation, on behalf of such Corporation.



Ann C. Wade
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of May, 2000, by Salvadore Carta, Member of Maple 144 LLC, a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.

Barbara Widman
Notary Public

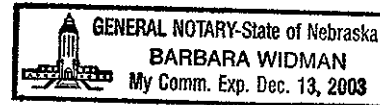


EXHIBIT "A"

Krejci Parcels

That part of the East 1/2 of the SE 1/4 of Section 2, T15N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the SW corner of said East 1/2; thence N00°38'38"E (assumed bearing) 287.08 feet on the West line of said East 1/2 to the North line of Maple Street; thence S89°59'54"E 18.62 feet on the North line of Maple Street to the point of beginning; thence N00°19'56"E 1032.93 feet; thence East 339.00 feet on a line 1320.00 feet North of and parallel with the South line of said SE 1/4; thence S00°19'56"W 1032.94 feet to the North line of Maple Street; thence N89°59'54"W 339.00 feet on the North line of Maple Street to the point of beginning.
Containing 8.04 acres more or less.

and

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, described as follows:

Referring to the southeast corner of said Quarter Quarter Section; thence westerly a distance of 962.98 feet along the south line of said Quarter Quarter Section; thence northerly deflecting 090 degrees, 19 minutes, 56 seconds right, a distance of 122.06 feet to the point of beginning; thence northerly deflecting 000 degrees, 00 minutes, 00 seconds, a distance of 165.00 feet; thence westerly deflecting 090 degrees, 19 minutes, 50 seconds left, a distance of 307.61 feet to a point 50.00 feet east of the west line of said Quarter Quarter Section; thence southerly deflecting 089 degrees, 21 minutes, 25 seconds left, a distance of 165.01 feet on a line 50.00 feet east of and parallel with the west line of said Quarter Quarter Section; thence easterly deflecting 090 degrees, 38 minutes, 35 seconds left, a distance of 308.51 feet to the point of beginning containing 50,831.00 square feet, more or less.

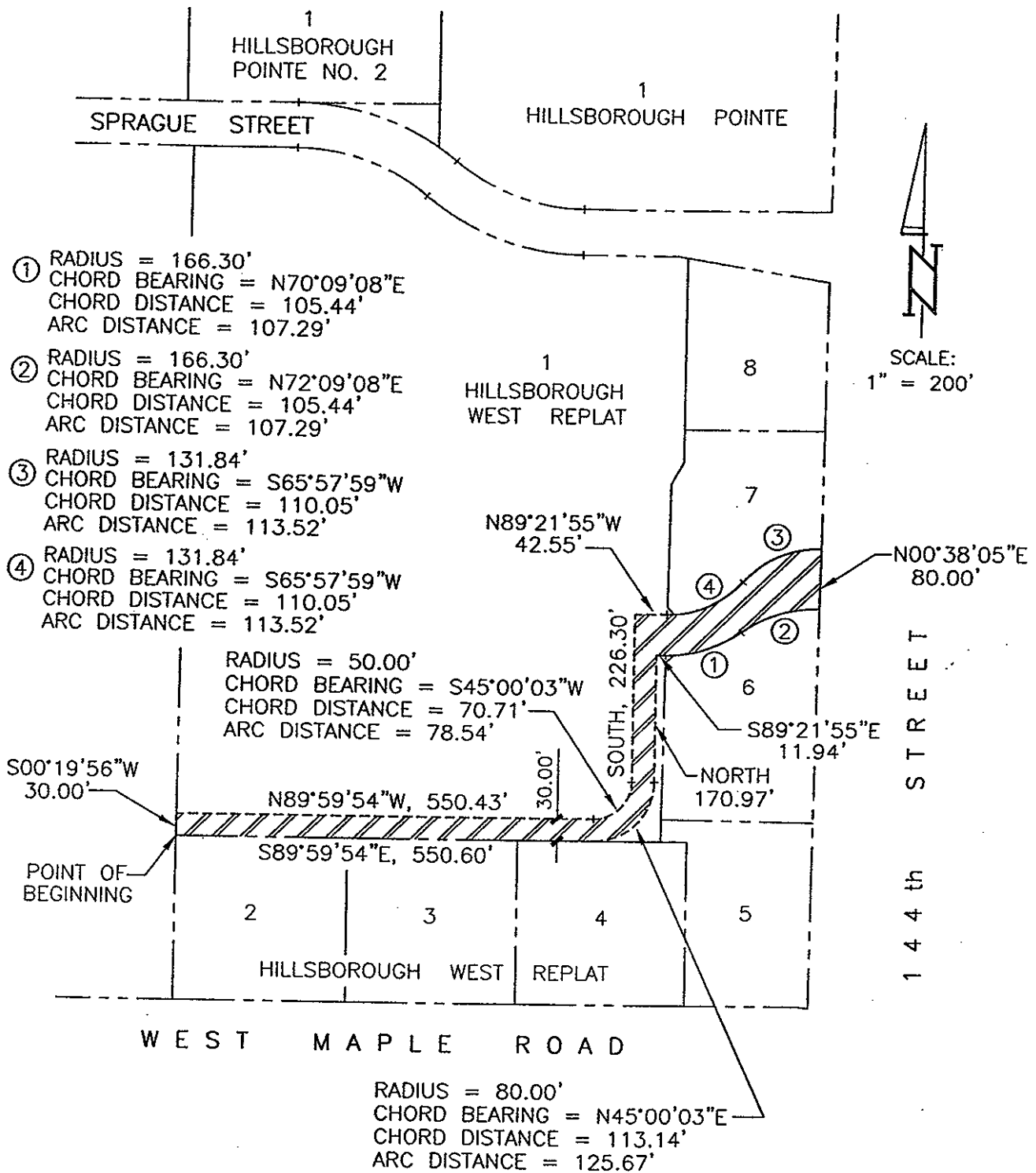
Upon platting, the Krejci Parcels shall be described as follows:

Lots 1, 2, 3 and 4 Hillsborough Plaza, a subdivision in Douglas County, Nebraska, being a part of the SE 1/4 of Sec. 2, T15N, R11E of the 6th P.M., Douglas County, Nebraska.

EXHIBIT B

Developer's Parcels

Lots 1 to 8 inclusive, Hillsborough West Replat, a subdivision
in Douglas County, Nebraska, as surveyed, platted and recorded



SHEET 1 OF 2

THE LERNER COMPANY TD2 FILE NO. 738-116-EGESMT. DATE: JAN. 12, 2000
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "C"

LEGAL DESCRIPTION

THAT PART OF LOT 1, HILLSBOROUGH WEST REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 1;

THENCE S89°59'54"E (ASSUMED BEARING) 550.60 FEET ON THE SOUTH LINE OF SAID LOT 1;

THENCE NORTHEASTERLY ON A 80.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N45°00'03"E, CHORD DISTANCE 113.14 FEET, AN ARC DISTANCE OF 125.67 FEET;

THENCE NORTH 170.97 FEET;

THENCE S89°21'55"E 11.94 FEET;

THENCE NORTHEASTERLY ON THE EASTERLY LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION ON A 166.30 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N72°09'08"E, CHORD DISTANCE 105.44 FEET, AN ARC DISTANCE OF 107.29 FEET;

THENCE NORTHEASTERLY ON THE EASTERLY LINE OF SAID LOT 1 ON A 166.30 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N72°09'08"E, CHORD DISTANCE 105.44 FEET, AN ARC DISTANCE OF 107.29 FEET;

THENCE N00°38'05"E 80.00 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 1 ON A 131.84 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S65°57'59"W, CHORD DISTANCE 110.05 FEET, AN ARC DISTANCE OF 113.52 FEET;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION ON A 131.84 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S65°57'59"W, CHORD DISTANCE 110.05 FEET, AN ARC DISTANCE OF 113.52 FEET;

THENCE N89°21'55"W 42.55 FEET;

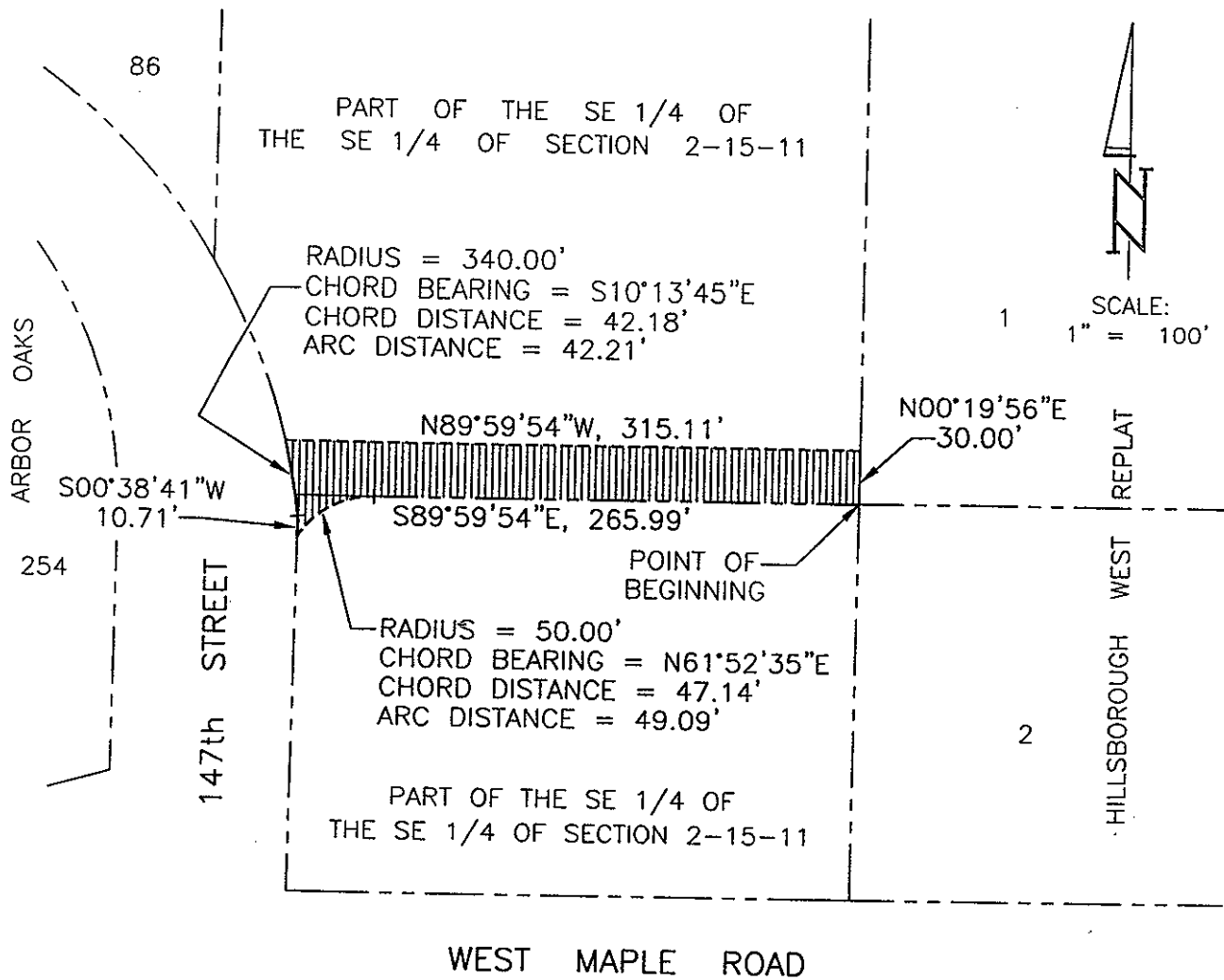
THENCE SOUTH 226.30 FEET;

THENCE SOUTHWESTERLY ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S45°00'03"W, CHORD DISTANCE 70.71 FEET, AN ARC DISTANCE OF 78.54 FEET;

THENCE N89°59'54"W 550.43 FEET ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE S00°19'56"W 30.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SHEET 2 OF 2



LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 2, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 1, HILLSBOROUGH WEST REPLAT, A SUBDIVISION IN SAID DOUGLAS COUNTY;

THENCE N00°19'56"E (ASSUMED BEARING) 30.00 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE N89°59'54"W 315.11 FEET TO THE EAST LINE OF 147TH STREET;

THENCE SOUTHEASTERLY ON THE EAST LINE OF 147TH STREET ON A 340.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S10°13'45"E, CHORD DISTANCE 42.18 FEET, AN ARC DISTANCE OF 42.21 FEET;

THENCE S00°38'41"W 10.71 FEET ON THE EAST LINE OF 147TH STREET;

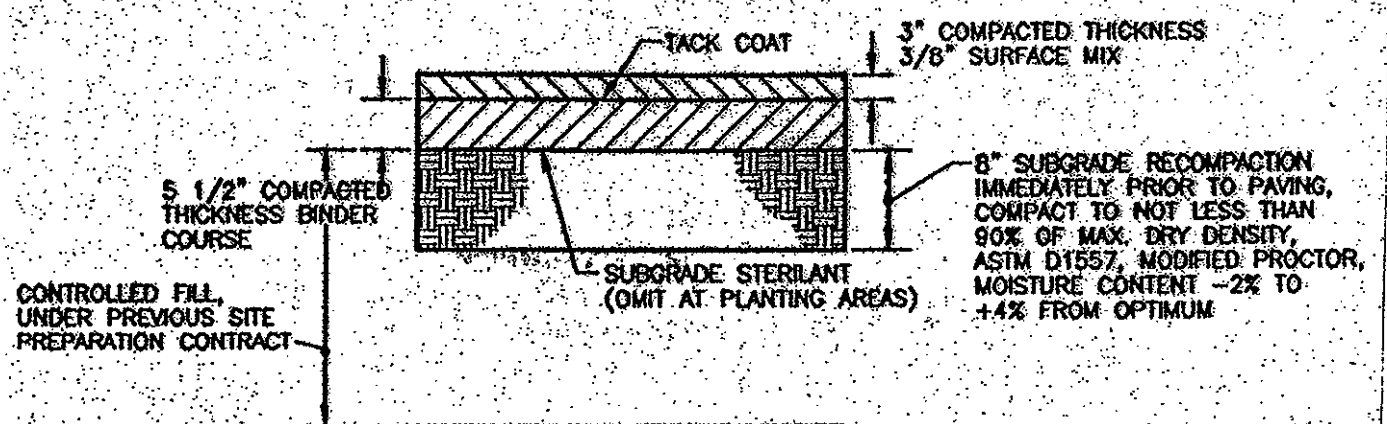
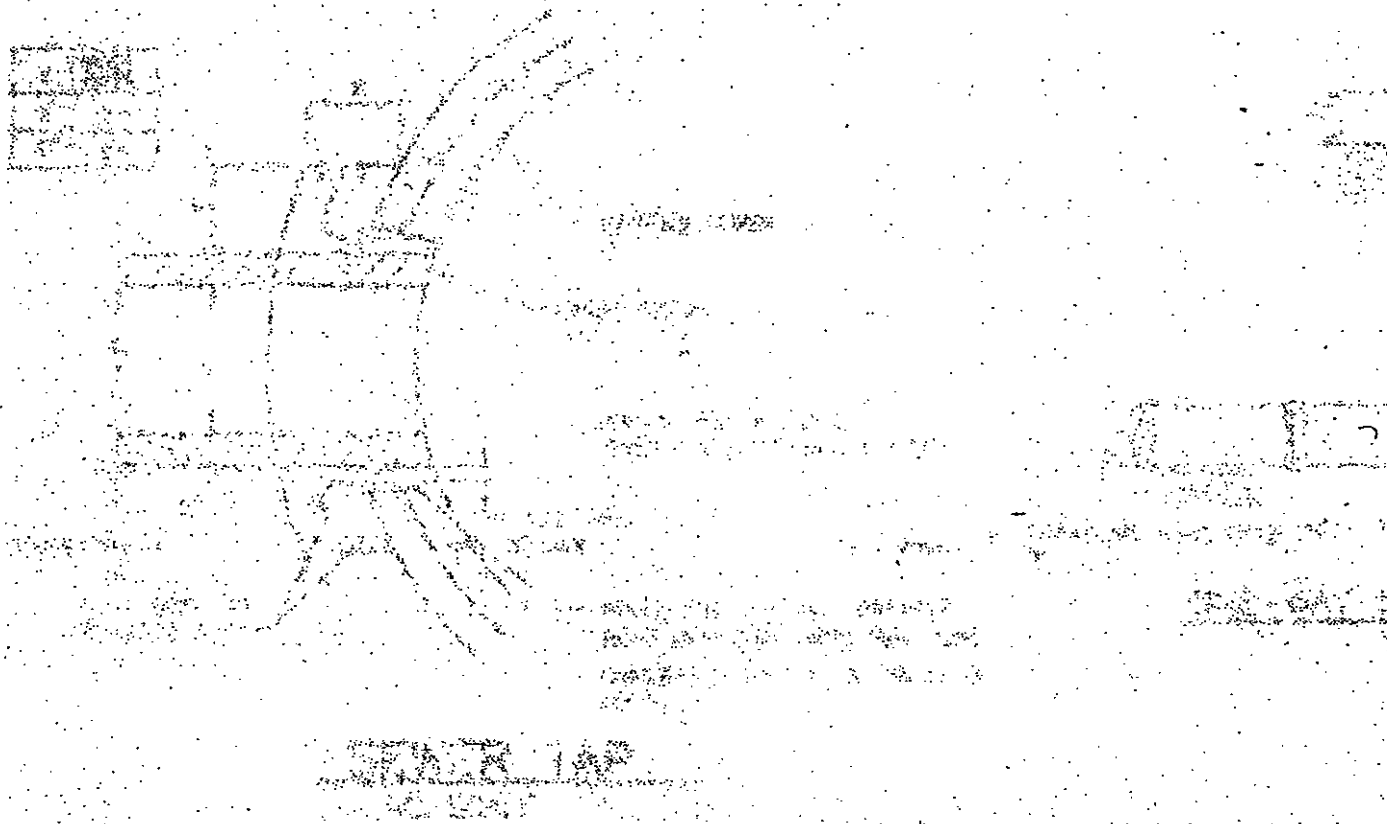
THENCE NORTHEASTERLY ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N61°52'35"E, CHORD DISTANCE 47.14 FEET, AN ARC DISTANCE OF 49.09 FEET;

THENCE S89°59'54"E 265.99 FEET TO THE POINT OF BEGINNING.

THE LERNER COMPANY TD2 FILE NO. 738-116-ACESMT(A) DATE: APRIL 28, 2000
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "D"

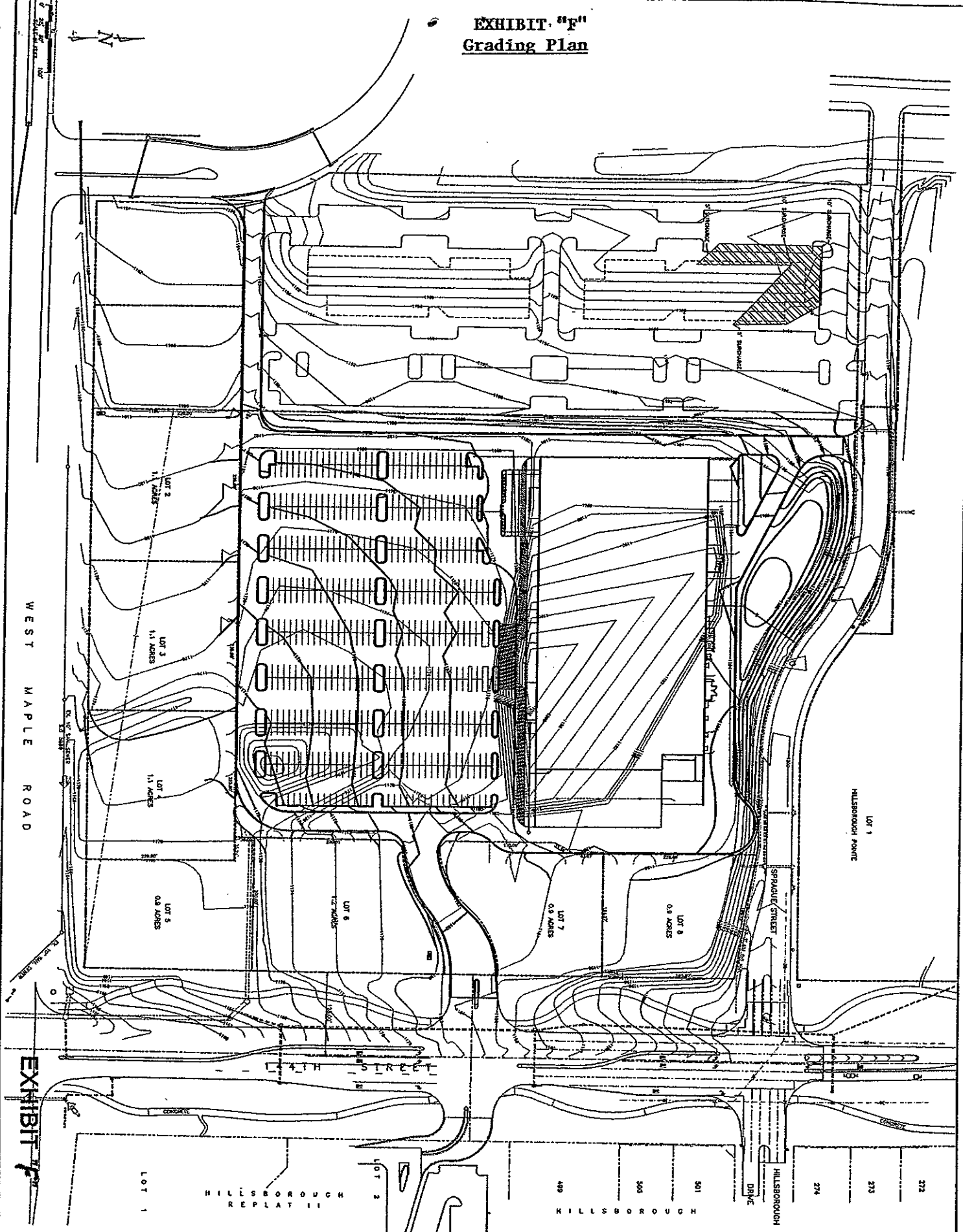
EXHIBIT E



HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT

NO. SCALE

EXHIBIT "F"
Grading Plan



WEST MAPLE ROAD

HILLSBOROUGH AVENUE

144TH STREET

HILLSBOROUGH REPLAY II

HILLSBOROUGH

EXHIBIT "F"



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10826 OLD MILL ROAD
OMAHA, NE 68154
(402) 330 - 8600

144th AND WEST MAPLE, COMMERCIAL SITE

ROUGH GRADING PLAN

THE LERNER CO.

SCALE:	AS SHOWN
DATE:	10-12-99
DRAWN BY:	RAH
CHECKED BY:	RED
REVISIONS:	

73811RES/DWG
738-116
SHEET 1 OF 1