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CASS COUNTY, NE.

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BK 14 OF MISC PG. 463

David Johnson
REGISTER OF DEEDS

#3721 \$84.00

COMPARED

Prepared by and when recorded, return to: Nathan S. Allen, 5820 Westown Parkway, West Des Moines, IA 50266 (515) 267-2870

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR")

THIS AGREEMENT is made as of the 25 day of June, 2012, by and between WESTSIDE DEVELOPMENT INC., a Nebraska corporation, of 4016 Buccaneer Blvd., Plattsmouth, NE 68048, hereinafter referred to as "Developer" and HY-VEE, INC., an Iowa corporation, of 5820 Westown Parkway, West Des Moines, Iowa 50266 ("Hy-Vee").

WITNESSETH:

WHEREAS, Developer is the owner of those tracts of real estate legally described on Exhibit "A" attached hereto and incorporated herein, said tracts being visually depicted on Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, Hy-Vee is the owner of those tracts of real estate legally described on Exhibit "B" attached hereto and incorporated herein, said tracts being visually depicted on Exhibit "C" hereof; and

WHEREAS, Developer and Hy-Vee desire that the Developer Tract and the Hy-Vee Tract (hereinafter, collectively referred to as the "Shopping Center") be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial shopping center and further desire that said Shopping Center be subject to the easements and the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Developer and Hy-Vee do hereby agree as follows:

1. Building/Common Areas
 - (a) "Building Areas," as used herein, mean those areas within the Shopping Center shown on Exhibit "C" as "Building Area" or "Future Building Area" or "Future Expansion Area". Canopies may encroach from the Building Areas over the Common Areas (as hereinafter

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defined) provided the canopies do not interfere with the use of the Common Areas.

- (b) "Common Areas" means all of the Shopping Center, except the Building Areas.
- (c) Conversion to Common Areas. Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6(a)(iii)), be used for buildings will become part of the Common Area for the uses permitted hereunder and will be improved, kept and maintained as provided herein.
- (d) "Outlots" means collectively, Lots 4, 5 and 6, WESTSIDE COMMERCIAL SUBDIVISION (each such lot, individually, may be referred to herein as an "Outlot").

2. Use. Buildings in the Shopping Center must be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, service shops, offices, and retail stores. No portion of the Shopping Center may be used for any of the following uses without the prior written consent of Hy-Vee, to-wit: the sale of adult, pornographic, and/or sexually-oriented materials; the sale of new and/or used vehicles, mopeds, motorcycles, and/or trailers, fitness centers in excess of 5,000 sq. ft., flea markets; banquet halls; meat lockers; butcher shops; large-animal veterinary clinics; spay and neuter clinics; funeral parlors; off-track betting establishments (except that to the extent any such betting establishment is operating in the Shopping Center on or as of the date hereof, then for so long as such business continues to operate, then such use will be allowed only on that tract); storage operations; auto and/or tire maintenance and/or repair facilities; amusement centers (including, but not limited to bowling alleys, skating rinks, dance halls, movie theatres); massage parlors (except therapeutic massage or spa service establishments such as Massage Envy or other legitimate therapeutic massage service stores are permitted); dry cleaning plants (except drop-off locations are permitted); night clubs; industrial assembly or manufacturing plants; warehousing or distribution facilities; discount tobacco shop(s). The parties recognize that said businesses may inconvenience their customers and adversely affect their business. Notwithstanding the foregoing, but subject to Hy-Vee's reasonable plan review and approval, Lot 7, WESTSIDE COMMERCIAL SUBDIVISION may be used for an auto and/or tire maintenance and/or repair facility such as Offutt Collision Center or Tuffy's Auto Center, provided the improvements constructed thereupon are architecturally harmonious with the improvements located on the remainder of the Shopping Center.

3. Competing Business. Developer covenants that as long as (1) Hy-Vee, or any affiliate of Hy-Vee, is the user of any portion of the Hy-Vee Tract, either as owner or lessee, or (2) pre-packaged food and/or beverages are sold at a business operating on all or a portion of the Hy-Vee Tract, then except as may be hereafter operated or used by Hy-Vee, no space in, or portion of the Developer Tract, and no space in, or portion of any other real property within a two (2) mile radius of the Shopping Center which is owned by Developer as of the date hereof, or as may subsequently be acquired by Developer, may be leased or occupied by or conveyed to any other party for any of the following uses, to-wit:

- (a) the sale of (1) edible perishable products, including, but not limited to fruits, vegetables, meat and seafood; (2) pre-packaged food and/or pre-packaged beverages, provided, however that the same may be sold on the Developer Tract so long as the sale of such products does not exceed one percent (1%) of the gross sales of such business; and/or (3) alcoholic beverages for off premises consumption (for purposes of clarification of the foregoing only, and not in limitation, the restriction contained in this Section 3(a) is not intended to prohibit restaurant uses, so long as such restaurant is located further than 150 linear ft. from the nearest planned outside wall of the business to be constructed on Lot 1, WESTSIDE COMMERCIAL SUBDIVISION REPLAT 1); and further provided that in the event Walgreens or their developer, if any, has closed on the purchase of any tract within the Shopping Center on or before the date hereof, then upon the opening for business of a Walgreens drug store on such tract, and for the duration of Walgreens' operation of a typical Walgreens drug store on such tract, the prohibited use(s) set forth in this subsection 3(a) will not apply to that portion of the Shopping Center so occupied by Walgreens, but will automatically be re-imposed in the event such property ceases to be operated as a Walgreens for more than thirty (30) consecutive days (or if such closure is due to a remodel or reconstruction, then the period of allowed closure will be extended to two hundred forty (240) days);
- (b) retail or discount grocery, supermarket, or specialty food store (by way of example only, and not limitation: Baker's, No Frills, Fareway, Albertson's, Kroger, Safeway, Aldi, Trader Joes, Whole Foods Market, Campbell's Nutrition);
- (c) the sale of prescription and/or over-the-counter pharmaceuticals, provided, however that in the event Walgreens has closed on the purchase of any tract within the Shopping Center on or before the date hereof, then upon the opening for business of a Walgreens drug store on such tract, and for the duration of Walgreens' operation of a typical Walgreens drug store on such tract, the prohibited use(s) set forth in this subsection 3(c) will not apply to that portion of the Shopping Center so occupied by Walgreens, but will automatically be re-imposed in the event such property ceases to be operated as a Walgreens for more than thirty (30) consecutive days (or if such closure is due to a remodel or reconstruction, then the period of allowed closure will be extended to two hundred forty (240) days);
- (d) retail store marketed as any form of "dollar store" (by way of example only, and not in limitation: Dollar General, Family Dollar, Dollar Tree);
- (e) supercenter;
- (f) wholesale or club store (by way of example only, and not in limitation: Costco, Sam's Club);
- (g) convenience store or gas station;

(h) any supporting element of any of the restricted uses set forth in Section 3(a)-(g) herein (by way of example only, and not in limitation: parking lot, storm water detention facility, green-space as a necessary or essential part of a use that is otherwise restricted as set forth in this Declaration).

4. Buildings.

(a) Design and Construction. The Buildings Areas must be designed so that the exterior elevation of each will be architecturally and aesthetically compatible and so that building wall footings do not encroach from one tract onto another tract except as provided for in Subsection (d) below. The design and construction must be of high quality. Buildings constructed on areas designated as an Outlot must (a) not exceed one-story, (b) not exceed twenty-five feet (25') in height above finished grade, and (c) have exterior walls constructed or faced with stone or brick materials. Buildings constructed in areas not designated as an Outlot must (x) not exceed one-story (except for mezzanine area(s)), (y) not exceed forty feet (40') in height above finished grade, and (z) have any exterior wall that is east-facing, and any exterior wall on which the main entrance is located constructed or faced with stone or brick materials while the remaining exterior walls of any such building may have a metal exterior.

(b) Location. No building may be constructed on (i) Lot 1, WESTSIDE COMMERCIAL SUBDIVISION REPLAT 1, or (ii) Lot 8, WESTSIDE COMMERCIAL SUBDIVISION, (as either immediate development or future expansion) except within the Building Areas. The front wall(s) of the building(s) on those tracts described in (i) and (ii) of this Section 4(b) must be constructed in the location shown in Exhibit "C" unless Hy-Vee reasonably approves otherwise. No Outlot may have more than one building constructed within its designated Building Area.

(c) Fire Protection. Any and all buildings constructed in the Shopping Center must be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

(d) Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach must cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

(e) Building Maintenance. Following completion of construction of any building, the same must be maintained in good condition and repair including (without limitation) exterior walls, signage, lighting, windows and doors, entryways and service areas.

5. Common Areas.

(a) Grant of Easements. Each party, as grantor, hereby grants to the other party, as

grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around their respective tracts for roadways, walkways, ingress and egress, parking of motor vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. It is hereby acknowledged and agreed that the easements granted hereby will not be construed to allow the loading or unloading of commercial vehicles by any business located on any tract upon any portion of the Shopping Center except for the tract upon which such business is located.

(b) Limitations on Use.

(i) Customers. Each party must use reasonable efforts to ensure that customers and invitees will not be permitted to park on the Common Areas except while shopping or transacting business on the Shopping Center. The foregoing notwithstanding, businesses located within the Shopping Center, including but not limited to, designated Outlot(s), must construct adequate parking facilities to support their intended business use on their respective tract, and must not promote the use of any other tract, or the parking area of any other business, by any customer or invitee, for the purpose of parking.

(ii) Employees. Owners and tenants of tracts within the Shopping Center must prohibit their employees from parking anywhere in the Shopping Center other than upon the tract owned or leased by such owner and/or tenant.

(iii) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, will be permitted so long as such activity does not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement must not be charged any fee for such use.

(iv) Hy-Vee Tract Promotions. Any provision in this Agreement to the contrary notwithstanding, Hy-Vee, as long as it or any affiliate is the user of all or a portion of the Hy-Vee Tract, may use its part of the Common Areas for temporary sales and promotional endeavors of the kind and nature customarily operated by Hy-Vee in its parking areas and which may include (without limitation) gazebos; tradefairs; petting zoos; rummage or garage-type sales promotions; outdoor greenhouses for lawn and garden sales; seasonal fruit and vegetable, meat and similar sales promotions; and Hy-Vee or third-party prepared food sales and promotions.

6. Development, Maintenance, and Taxes.

(a) Development.

(i) Arrangement. The arrangement of the Common Areas may not be changed in a manner inconsistent with the provisions of this Agreement.

(ii) "Parking Area" Ratio. Each party hereto agrees that at all times there must be independently maintained on each tract parking area sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on such tract; provided, however, any portion of a tract, or any Outlot, which is used for a permitted restaurant (fast-food or sit-down) must maintain not fewer than ten (10) car spaces for each one thousand (1,000) square feet of Building Area. The foregoing notwithstanding, each tract must maintain compliance with any municipal or county ordinance regulating parking and neither tract may "borrow" car spaces from the other tract to meet the requirements of any such regulation.

(iii) Intentionally omitted.

(iv) Development Standards. The Common Areas of the Shopping Center are intended to be homogeneous. Accordingly, all exterior lighting including (without limitation) fixtures, intensity, direction and accent; configuration and size of parking spaces; and width of access drives must be uniform throughout the Shopping Center. Developer and Hy-Vee must confirm these standards and requirements in writing prior to any development.

(b) Maintenance.

(i) Standards. Following completion of the improvements on the Common Areas, each party hereto must maintain the Common Areas on its respective tract in good condition and repair. This maintenance is to include, without limitation, the following:

(A) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as must in all respects be equal in quality, use, and durability;

(B) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(C) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(D) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as is reasonably required;

(E) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair;

(F) Maintaining, mowing, weeding, trimming and making such replacements of shrubs and other landscaping as is necessary;

(G) Maintaining the Detention Area; and

(H) Maintaining the Irrigation System.

(ii) Expenses. Each owner must pay the maintenance expense of its tract(s) provided, however, Hy-Vee is be responsible for its pro rata share of the cost to maintain the Detention Area, if any, based on the ratio the land area of Lot 1, WESTSIDE COMMERCIAL SUBDIVISION REPLAT 1 bears to the total land area of Lots 4, 5, 6, 7, 8, and 10, WESTSIDE COMMERCIAL SUBDIVISION. Hy-Vee is not required to pay any part of the cost to construct the Detention Area. Developer must bill Hy-Vee quarterly for the pro rata share of the expenses it is obligated to pay and Hy-Vee must, within thirty (30) days thereafter, remit the same to Developer.

(iii) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain all or any portion of the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

(c) Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign will be located on the Common Areas within the Shopping Center except signs advertising businesses conducted thereon, of which there will be no more than two (2) signs located as shown on Exhibit "C". The size and design of each sign is subject to the prior approval of Hy-Vee. The sign located in the southeast corner of the Shopping Center must be a monument sign with two major tenant panels only (one of which will be for Hy-Vee, at Hy-Vee's sole election) with additional minor tenant panels below. Developer must construct the monument sign, connect electrical service and provide monument sign maintenance; for so long as Hy-Vee operates on Lot 1, WESTSIDE COMMERCIAL SUBDIVISION REPLAT 1, it may install and maintain its own, separate sign on a pylon and connect to and use the electrical service (separately metered). In the event Hy-Vee elects to use the monument sign, Hy-Vee will be responsible for its pro-rata portion of the cost to construct and maintain the same based on the ratio of the land area of Lot 1, WESTSIDE COMMERCIAL SUBDIVISION REPLAT 1 bears to the total land area of Lots 4, 5, 6, 7, 8, and 10, WESTSIDE COMMERCIAL SUBDIVISION.

Notwithstanding the foregoing, the owner of Lot 1, WESTSIDE COMMERCIAL SUBDIVISION may maintain its own monument and/or pylon sign on Lot 1, WESTSIDE COMMERCIAL SUBDIVISION at such owner's sole cost and expense.

8. Indemnification/Insurance.

(a) Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto, or any contractors or agents contracted by such other party.

(b) Insurance.

(i) Each party must procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$250,000.00 for property damage. Each party must provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement.

(ii) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Hy-Vee exceeds Fifty Million Dollars (\$50,000,000.00), and so long as Hy-Vee is owner or lessee of all or a portion of the Hy-Vee Tract, Hy-Vee will have the right to retain the financial risk for any claim.

9. Eminent Domain. Nothing herein will be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract.

10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien is placed upon the tract of either party hereto, such lien is expressly subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on any tract within the Shopping Center, and any assignee or successor in interest of such first lienholder, will be subject to the terms and conditions of this Agreement.

11. Expansion of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement will apply to the expanded area including (without limitation) restrictions on use, parking ratios and maintenance requirements.

12. Release from Liability. Any person acquiring fee or leasehold title to any real estate within the Shopping Center, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, will be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person will be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement will continue to be benefits to and servitudes upon said tracts running with the land.

13. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Developer Tract as a group, or all record owners of the Hy-Vee Tract as a group, or so long as Developer or any affiliate of Developer has an interest as owner or lessee of any lot within the Developer Tract, or Hy-Vee so long as it or any affiliate has an interest as owner or lessee of any lot within the Hy-Vee Tract, will be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach, including temporary or permanent injunctive relief. The unsuccessful party in any action must pay to the prevailing party a reasonable sum for attorney's fees, which will be deemed to have accrued on the date such action was filed.

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder create mutual benefits and servitudes running with the land. This agreement is binding, and inures to the benefit of, the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Hy-Vee and Developer there is not and will not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of Developer, as long as it or its affiliate has any interest as either owner or lessee of any lot within the Developer Tract, and Hy-Vee, as long as it or its affiliate has any interest as either owner or lessee of any lot within the Hy-Vee Tract.

16. Non-Merger. So long as Hy-Vee or its affiliate is owner or lessee of any lot within the Hy-Vee Tract, even though the underlying fee is owned by one person or entity, this Agreement will not be subject to the doctrine of merger. So long as Developer or its affiliate is the owner or lessee of any lot within the Developer Tract, even though the underlying fee is owned by one person or entity, this Agreement will not be subject to the doctrine of merger.

17. Duration. Unless this Agreement is otherwise canceled or terminated as provided herein, all the easements, covenants, rights, restrictions, and provisions in this Agreement, create an equitable servitude upon the respective tracts, constitute covenants running with the land, is binding upon every person or entity having any fee, leasehold, or other interest in or encumbrance on any portion of the Shopping Center at any time, and will continue in full force and effect perpetually.
18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered may not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.
20. Detention Area. In the event the Detention Area (Pond) is utilized by Developer and any public utility for the production of thermal power to be made available to the occupants and businesses of the Shopping Center, then Hy-Vee is hereby permitted to participate pro rata (based on building area ratio).

[SIGNATURES ON FOLLOWING PAGE(S)]


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WESTSIDE DEVELOPMENT INC.
a Nebraska corporation

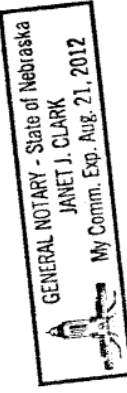
By: 
Steven K. Willey
Its: President

STATE OF NEBRASKA)
) ss.
Douglas COUNTY)


On this 22 day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Willey to me personally known, who being by me duly sworn, did say that he is the President of Westside Development, Inc., a Nebraska corporation, that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Steven K. Willey as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

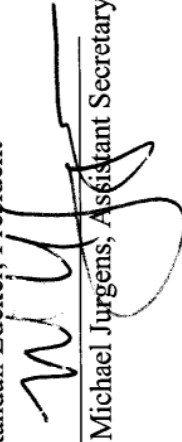

Notary Public in and for the
State of Nebraska

My Commission Expires: 8-21-2012



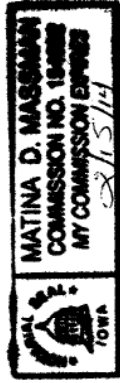
HY-VEE, INC.
an Iowa corporation

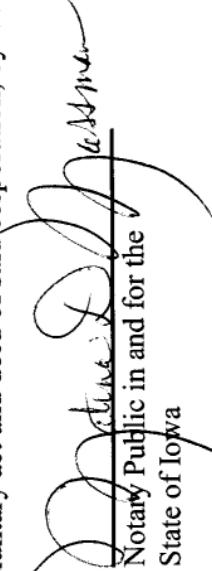
By: 
Randall Edeker, President

By: 
Michael Jurgens, Assistant Secretary

STATE OF IOWA)
) ss.
POLK COUNTY)

On this 21st day of June, 2012, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Randall Edeker and Michael Jurgens, to me personally known, who being by me duly sworn did say that they are the President and Assistant Secretary, respectively, of Hy-Vee, Inc., that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Randall Edeker and Michael Jurgens as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.




Notary Public in and for the
State of Iowa

LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned Jones National Bank and Trust Company, as Lender, pursuant to a superior Commercial Real Estate Deed of Trust lien executed and delivered by Westside Development, Inc. against all or a part of the real estate described in the Easement with Covenants and Restrictions Affecting Land ("ECR") to which this consent and subordination is attached and for and in consideration of the benefits to it and its security contained in said ECR, hereby agrees with and consents to the creation of this ECR and specifically subordinates any interest it may have in and to any part of said real estate to said ECR, including (without limitation) the lien of its Commercial Real Estate Deed of Trust dated April 18, 2012, and filed of record April 19, 2012, in Book 651, page 822, in the offices of the Recorder, Cass County, Nebraska, and the lien of its Commercial Real Estate Deed of Trust dated April 18, 2012, and filed of record April 19, 2012, in Book 651, page 829, in the offices of the Recorder, Cass County, Nebraska.

JONES NATIONAL BANK AND TRUST
COMPANY

By: Charles Sheehan

Its: EXECUTIVE VICE PRESIDENT

STATE OF NEBRASKA, COUNTY OF SEWARD, ss:

On this 21st day of June, 2012, before me, the undersigned, a Notary Public in and for the state of Nebraska, personally appeared CHARLES SHEEHAN being me personally known, who, being by me duly sworn, did say that his/she is the EXECUTIVE VICE PRESIDENT of Jones National Bank and Trust Company; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said EXECUTIVE VICE PRESIDENT as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Joyce Sheehan

Notary Public in and for the State of Nebraska
My Commission Expires: 10-10-2014



EXHIBIT "A"
LEGAL DESCRIPTION OF DEVELOPER PROPERTY

Lots 4, 5, 6, 7, 8, and 10, WESTSIDE COMMERCIAL SUBDIVISION, an Addition to the City of Plattsmouth, as surveyed, platted and recorded, in Cass County, Nebraska

EXHIBIT "B"
LEGAL DESCRIPTION OF HY-VEE PROPERTY

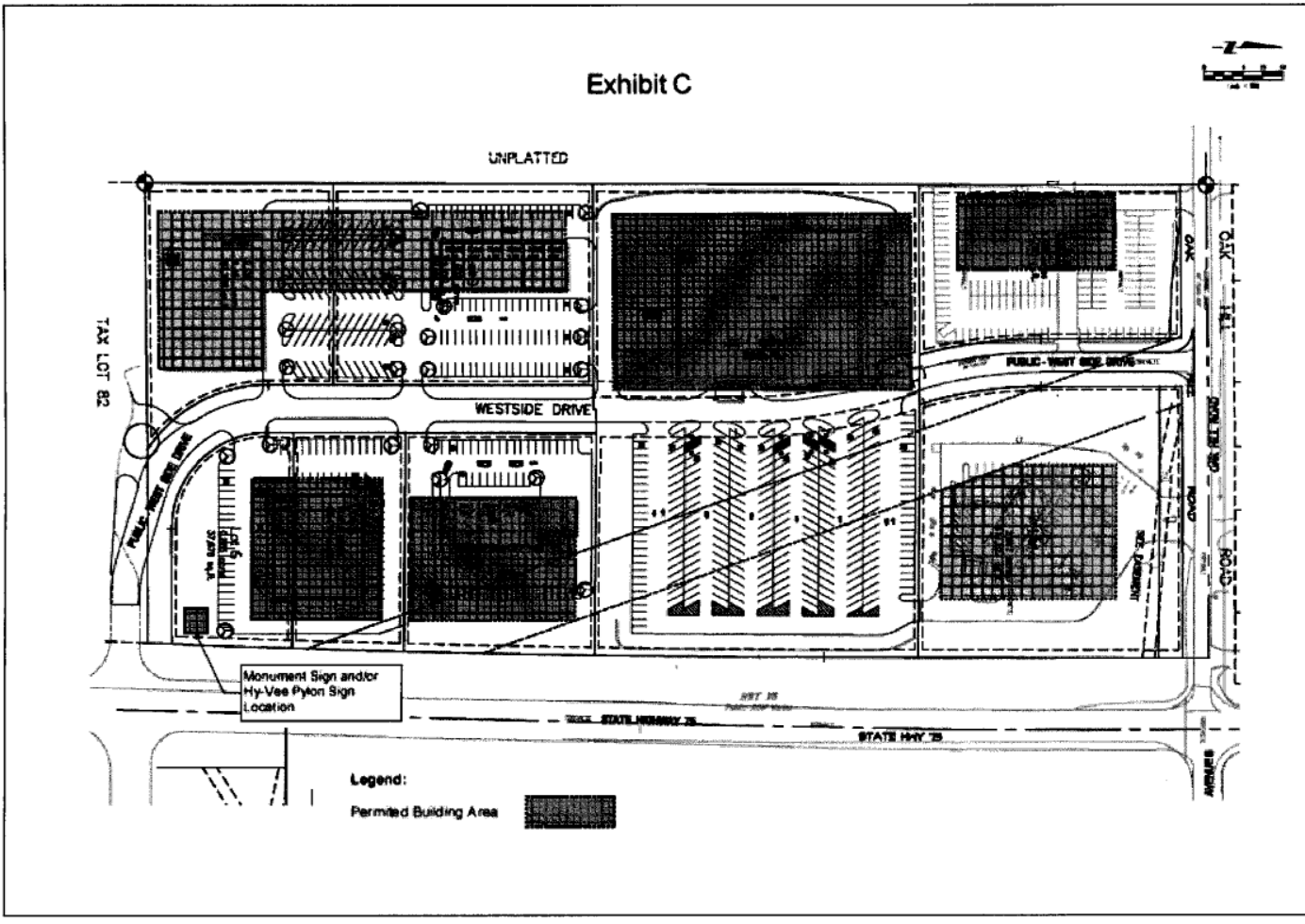
Lot 1, WESTSIDE COMMERCIAL SUBDIVISION REPLAT 1, being a replatting of Lots 2, 3, 9 and a portion of Westside Drive, WESTSIDE COMMERCIAL SUBDIVISION, an Addition to the City of Plattsmouth, as surveyed, platted and recorded, in Cass County, Nebraska;

AND

Lot 1, WESTSIDE COMMERCIAL SUBDIVISION, an Addition to the City of Plattsmouth, as surveyed, platted and recorded, in Cass County, Nebraska.

3721

EXHIBIT "C"
VISUAL DEPICTION OF SHOPPING CENTER



		E & A CONSULTING GROUP, INC. ENGINEERING • PLANNING • SURVEYING • COMPLIANCE • FIELD SERVICES	
WESTSIDE COMMERCIAL SUBDIVISION <small>1/2 SECTION 36, T42N, R10E, S4E</small>		PUBLIC - WEST SIDE DRIVE	
SITE CONCEPT PLAN		SHEET NO. 16	