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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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EASEMENT AND OPERATING AGREEMENT

THIS MUTUAL EASEMENT AND OPERATING AGREEMENT is made and entered into this 9th day of February, 1996, by and between Hy-Vee, Inc., an Iowa corporation having its principal place of business at 5820 Westown Parkway, West Des Moines, Iowa, 50266 hereinafter referred to as "Hy-Vee"; and Cass Street, L.L.C., a Nebraska limited liability company having an office at 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154, hereinafter referred to as "Cass".

W I T N E S S E T H:

WHEREAS, Hy-Vee is the owner of Lots 2 and 3 in Cass Street Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, said lots shown on the site plan attached hereto as Exhibit "A" and by this reference mad a part hereof, and

WHEREAS, Cass is the owner of Lots 1, 4, 5, 6 and 7 in Cass Street Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, said lots shown on the site plan attached hereto as Exhibit "A" and by this reference made a part hereof, and

WHEREAS, Cass and Hy-Vee desire that the lots of Cass Street Replat be developed in conjunction with each other pursuant to a general plan of improvement for commercial and residential development in accord with a Special Use Permit issued by the City of Omaha, Nebraska (sometimes hereinafter referred to as the "Development") and further desire that said lots 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, Cass and Hy-Vee do hereby agree as follows:

1. **Building Areas, Parking Areas and Landscape Areas.**

(a) **Building Areas.** "Building Areas" as used herein shall mean those portions of each lot shown on Exhibit "B" other than areas delineated as areas where no building may be erected.

(b) **Parking Areas.** "Parking Areas" shall be those portions of Lots 2, 3, 4, 5, 6 and 7 which are designated and striped for parking use by owners, customers, agents, invitees, tenants and employees for the business consideration of each respective lot.

(c) **Landscape Areas.** "Landscape Areas" shall be those portions of Lots 2, 3, 4, 5, 6 and 7 in which landscaping is installed in accord with the requirements of the Special Use Permit issued by the City of Omaha, Nebraska approved by City Council Resolution adopted February 23, 1995.

(d) **Conversion to Parking Areas.** Those portions of the Building Areas on each lot (other than Lot 1) which are not from time to time used or cannot, under the terms of this Agreement, be used for buildings shall be improved, kept and maintained in Parking Areas or Landscape Areas as provided herein.

2. **Use.** Lots 2, 3, 4, 5, 6 and 7 in the Development shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial

institutions, service shops, offices, and retail stores. Lot 1 in the Development shall be used only for residential purposes or as a public park. No theatre, bowling alley, billiard parlor, night club (excepting current operation of Lot 7 by Big Red Keno, Ltd.); auto dealer (new or used), manufacturer; wholesale, distribution, or industrial operation; pornographic or "triple-X" video, "triple-x" bookstore or similar business appealing to customers prurient interest or any business serving alcoholic beverages (other than a restaurant and excepting current operation of Lot 7 by Big Red Keno, Ltd.), shall occupy space within any lot without the prior written consent of Hy-Vee. The parties recognize that said businesses may inconvenience their customers and adversely their business.

Provided further, no business that has as its business use a restaurant or food service business that sells or serves as its primary menu items flour or non-flour based pasta (including, without limitation, spaghetti, macaroni, ravioli, lasagna, linguini and fettucini) shall occupy or use Lots 4, 5 and 7 so long as Seed Restaurants Group, Inc. shall have a leasehold interest in Lot 6.

3. **Competing Business.** Cass covenants that as long as Hy-Vee or any affiliate of Hy-Vee owns Lots 2 and/or 3 or operates a supermarket within two (2) miles of the perimeter of Lots 2 and/or 3 (but including also Lots 2 and 3), either as owner or lessee, then no space in or portion of Lots 1, 4, 5, 6, or 7 shall be leased or occupied by or conveyed to any other party for use as a retail or discount grocery supermarket or shoppers club selling food items, retail or discount drugstore or pharmacy. In the event of a breach of this covenant, Hy-Vee shall have the right to

terminate this Agreement or to seek any and all remedies afforded by either law or equity without terminating this Agreement.

4. **Buildings.**

(a) **Design and Construction.** The Building Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one lot onto another lot. The design and construction shall be of high quality. No lot shall contain more than one (1) building without the consent of Hy-Vee, except Lot 5 as prescribed below. No building on Lots 4 or 6 shall be more than a single story and contain more than 5,000 square feet. No building on Lot 7 shall be more than a single story of 10,000 square feet or less. The buildings on Lot 5 shall be no more than one story and shall be located as depicted on Exhibit B. No building on Lots 4, 5, 6 or 7 shall exceed twenty-five (25) feet height above finished grade provided that a spire or pole feature of architectural design (e.g. Fazoli spire) may be up to thirty-five (35) feet in height. No building on any lot shall have a metal exterior.

(b) **Location.** No building shall be constructed on Lots 2, 3, 4, 5, 6, or 7 (as either immediate development or future expansion) except within the Building Areas.

(c) **Fire Protection.** Any building constructed in the Development shall be constructed and operated in such manner which will preserve the sprinklered rate on the other buildings in the Development.

5. **Parking Areas and Landscape Areas.**

(a) **Limitations on Use.** Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on any Parking Area except its own. Each party shall prohibit its tenants and employees from parking on any Parking Area except its own.

(b) In the event that the owners of Lots 6 and 7 shall elect to grant access easements for ingress and egress from one lot to the other, said easement shall be placed at a distance of 100 feet or more from the Access Drive at the northwest corner of Lot 6 and shall be no wider than thirty (30) feet.

6. **Development, Maintenance, and Taxes.**

(a) **Development.**

(i) **Arrangement.** The arrangement of the Parking Areas shall 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 shall be independently maintained on Lots 2, 3, 4, 5, 6, and 7 Parking Areas sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on such lot, provided, however, said ratio shall be increased to ten (10) car spaces for each one thousand (1,000) square feet of Building Area which is used for a restaurant (fast food or sit-down). Notwithstanding the above, Lots 2 and 3 may be combined for the purposes of satisfying this ratio provided they are then owned or used by Hy-Vee or its successor.

(iii) **Development Timing.** Concurrent with any building being constructed within the Building Areas of any lot by the owner of said lot (the "Developing Party"), the Parking Areas of that lot shall be developed in accordance with Exhibit B prior to any opening of business at the expense of such Developing Party.

(iv) **Signs.** No signs shall be located in the Parking Areas or Landscape Areas except signs advertising businesses conducted in the Development. Other than Hy-Vee's sign described below, no signs shall be located on the Access Drive. Parties may erect signs only on their property provided, however, that Hy-Vee shall be and is hereby permitted to construct and maintain a monument sign as provided in the Special Use Permit at the location shown on Exhibit "B".

(v) **Utility and Service Easements.** Each owner of each lot shall cooperate in the granting of appropriate easements for the installation, maintenance, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Development. Every owner shall use their best efforts to cause installation of such utility and service lines prior to paving of any Parking Area or the Access Drive. No such lines, sewers, utilities or services of any owner shall be installed within the Building Areas on any other owner's lot.

(b) **Maintenance.**

(i) **Standards.** Following completion of the improvements in the Parking Areas and Landscape Areas, the parties hereto shall maintain the said Areas in good condition and repair. The maintenance is to include, without limitation, the following:

(A) Maintaining parking surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall 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 said Areas 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 shall be 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; and

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

(ii) **Expenses.** Subject to (iii) hereafter, the respective owner(s) shall pay the maintenance expense of the Parking Areas and Landscape Areas on their respective lot(s).

(iii) **Access Drive.** Entrances to Lots 4, 5, 6 and 7 from the Access Drive shall be constructed as shown on Exhibit B, and shall be no wider than thirty (30) feet each. Provisions of (ii) above notwithstanding, the expense of maintaining the Access Drive shown on Exhibit "B", including (without limitation) surface repair and replacement, lighting installation, repair and replacement, snow and trash removal and landscaping shall be shared by the owners of the lots as follows:

Lot 2	46.98%
Lot 3	19.44%
Lot 4	5.43%
Lot 5	6.82%
Lot 6	7.28%
Lot 7	14.05%
Total	100%

Notwithstanding the above, the utility charges for lighting the Access Drive shall be separately metered and paid as follows:

Owner(s) of Lots 2 and 3	50%
Owners of Lots 2 through 7 in percentages in the above table	50%

Hy-Vee shall be the party responsible for maintaining the Access Drive and billing each lot owner or occupant for its share of the expense. Hy-Vee shall provide an itemized statement of expenses for maintaining the Access Drive not more frequently than quarterly and expenses not reimbursed to Hy-Vee within thirty (30) days after statement shall accrue interest at the rate of one and one-half percent (1 1/2%) per month.

7. **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 lot(s), except if caused by the act or negligence of the other party hereto.

(b) **Insurance.**

(i) Each party shall procure and maintain in full force and effect throughout the term of this

Agreement commercial general 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 a combined limit of \$1,000,000 for injury or death for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each party shall 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. Such insurance shall provide that the same may not be canceled without ten (10) days' prior written notice to the other party.

(iii) Notwithstanding anything to the contrary contained in this Paragraph 7, so long as the net worth of Hy-Vee shall exceed Fifty Million Dollars (\$50,000,000.00), and so long as Hy-Vee is owner or lessee of Lots 2, 3, or any other lot in the Development, Hy-Vee shall have the right to retain the financial risk for any claim with respect to any lot it leases or owns.

8. Eminent Domain.

(a) Owner's Right to Award. Nothing herein shall be construed to give any party other than the owner of a lot any interest in any award or payment made to any lot owner in

connection with any exercise of eminent domain or transfer in lieu thereof affecting the owner's lot(s). In the event of any exercise of eminent domain or transfer in lieu thereof or any part of the Parking Area or Landscape Area the award attributable to the land and improvements of such portion of the said Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Development or by their tenants or occupants.

(b) **Collateral Claims.** All other owners of the Parking Areas or Landscape Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner, but no such claims shall diminish the claim of the lot owner.

(c) **Tenant's Claim.** Nothing in this Paragraph 8 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) **Restoration of Parking Areas and Landscape Areas.** The owner of any portion of any Parking Area or Landscape Area so condemned or transferred in lieu of condemnation shall promptly repair and restore the remaining portion of the said areas within its respective lot as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

9. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon a lot within the Development, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such lot. Except as set forth in the preceding sentence, however, any holder of a first lien on any lot and any assignee or successor in interest of such first lienholder shall be subject to the terms and conditions of this Agreement.

10. Expansion of Development. The parties agree that in the event the Development is expanded by amendment to this agreement, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6(a)(ii).

11. Release from Liability. Any person acquiring fee or leasehold title to any lot or any expansion of the Development pursuant to Paragraph 10 or any portion thereof shall be bound by this Agreement only as to the lot or portion of the lot acquired by such person. In addition, such person shall be personally bound by this Agreement only during the period such person is the fee or leasehold owner of such lot or portion of the lot, except as to the obligations, liability or responsibilities that accrue during said period. Although persons may be released from personal liability under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitude upon said lots running with the land.

12. Breach. In the event of breach or threatened breach of this Agreement, any owners of any lot shall be entitled to institute proceedings for full and adequate relief from the

consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

13. **Rights of Successors and Duration.** The easements, covenants, rights, restrictions, and provisions in this Agreement shall be binding on, and inure to the benefit of the parties hereto; constitute covenants running with the land; shall bind every person or entity having any fee, leasehold, or other interest in or encumbrance on any portion of the Development at any time; and shall continue in full force and effect perpetually.

14. **Modification.** No amendment, change, or addition to this Agreement shall be effective unless in writing signed by each of the parties hereto or such other parties as succeed to their interest in any lot.

15. **Waiver.** No waiver of any breach of the easements, rights, obligations, covenants, or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

16. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

17. **Recording.** A fully executed counterpart of this Agreement shall be recorded in the office of the Registrar of Deeds of the county in which the Development is located.

18. **Effective Date.** This Agreement shall take effect upon its execution by Hy-Vee and Cass regardless of whether the Consents hereto by parties having security interests have been given.

19. **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.

20. **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 shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

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

ATTEST:

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

ATTEST:

James D. Meyer
Asst. Secretary

(SEAL)

CASS STREET, L.L.C.,
a Nebraska limited liability
company

By: Joseph F. Carter
Joseph F. Carter, Member

By: Joseph H. Carter
Joseph H. Carter, Member

HY-VEE, INC.,
an Iowa corporation

By: Ronald D. Pearson
Ronald D. Pearson,
President

"HY-VEE"

STATE OF NEBRASKA)
) SS.
DOUGLAS COUNTY)

On this 9th day of FEBRUARY, 1996, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared ^{Rose Ann F. Carter} ~~F.L. Clauff~~ and Joseph H. Carter, to me personally known, who being by me duly sworn did say that they are the Members of Cass Street, L.L.C., and that the said T.L. Clauff and Joseph H. Carter as such Members acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

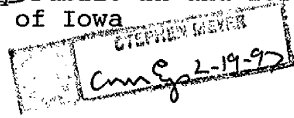


Janet J. Clark
Notary Public in and for the
State of Nebraska

STATE OF IOWA)
) SS.
POLK COUNTY)

On this 8 day of February, 1996, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Ronald D. Pearson and James D. Meyer, to me personally known, who being by me duly sworn did say that they are the President and Assistant Secretary of Hy-Vee, Inc., that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on half of said corporation by authority of its Board of Directors; and that the said Ronald D. Pearson and James D. Meyer 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.

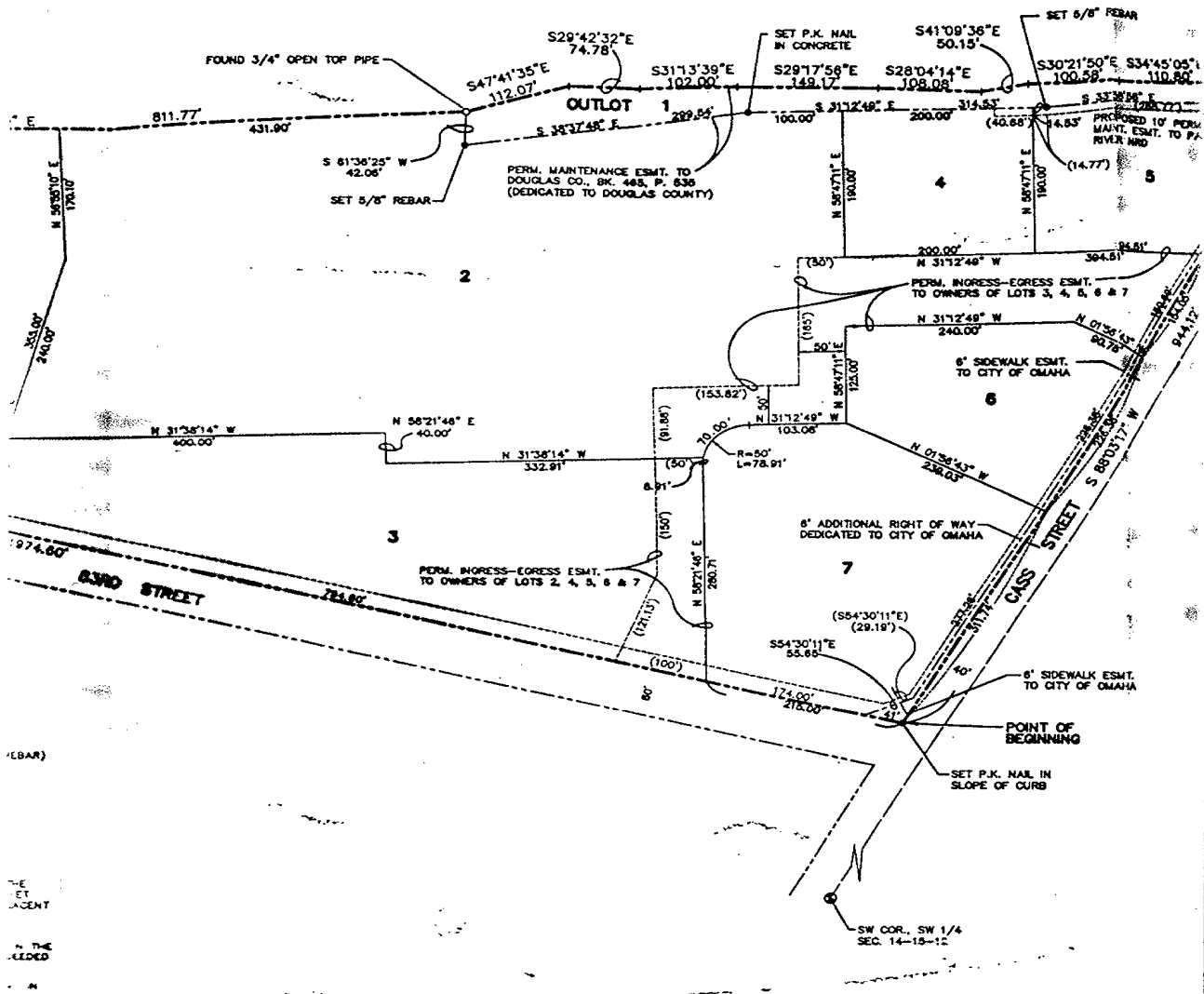
[Signature]
Notary Public in and for the
State of Iowa



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CASS STREET REPLAT (CLUSTER SUBDIVISION)

LOTS 1 THRU 7, INCLUSIVE AND OUTLOT 1
PART OF THE SW 1/4 OF SECTION 14, T15 N, R12 E OF THE 6TH P.M.
DOUGLAS COUNTY, NEBRASKA

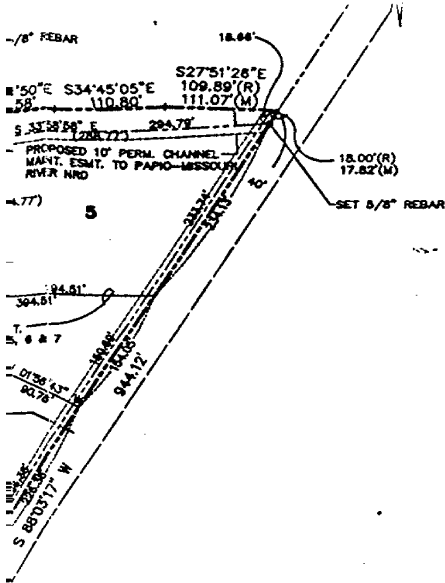


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STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } SS
 ON THIS 26th DAY OF September 1995, A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED TOM PESCHIG GENERAL MANAGER, PEONY PARK, INC., A NEBRASKA CORPORATION, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT, AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND VOLUNTARY ACT AND DEED OF SAID CORPORATION AND THE CORPORATE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY ITS AUTHORITY.
 WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.
 MY COMMISSION EXPIRES ON THE 28th DAY OF September 1996, A.D.

CORPORATION ACKNOWLEDGEMENT

GENERAL NOTARY-STATE OF NEBRASKA
 KATHRYN L. GORBA



APPROVAL OF CITY PLANNING BOARD

THIS PLAT OF CASS STREET REPLAT WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA THIS 4th DAY OF October, 1995 A.D.

Paul Spence
CHAIRPERSON

APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAT OF CASS STREET REPLAT (LOTS 1 THRU 7, INCLUSIVE & OUTLOT 1) AS TO THE DESIGN STANDARDS THIS 4 DAY OF October, 1995 A.D.

Paul Neumann
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE THIS ___ DAY OF ___, 19__ A.D.

CITY ENGINEER

OMAHA CITY COUNCIL ACCEPTANCE

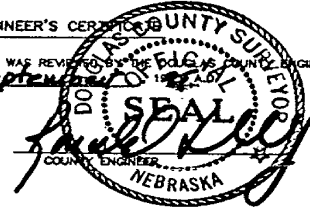
THIS PLAT OF CASS STREET REPLAT WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 21st DAY OF December, 1995 A.D.

Hal Naeb
MAYOR
John ...
CITY COUNCIL PRESIDENT



COUNTY ENGINEER'S CERTIFICATE

THIS PLAT OF CASS STREET REPLAT WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE ON THIS 26th DAY OF September, 1995 A.D.



- LEGEND
- CORNER FOUND
 - CORNER SET
 - (100') EASEMENT DIMENSION
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, PEONY PARK, INC., TOM PESCHIO, GENERAL MANAGER, OWNERS AND PROPRIETORS OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, SAID SUBDIVISION TO BE KNOWN AS CASS STREET REPLAT, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 7, INCLUSIVE & OUTLOT 1), AND WE APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE DO ALSO GRANT THE EASEMENTS SHOWN ON THIS PLAT TO THE AGENCIES DESIGNATED AND THEIR ASSIGNS FOR THE PURPOSES NOTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT IN FAVOR OF AND GRANTING TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM WITHIN THE BOUNDARIES OF THIS PLAT, AND U S WEST COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS, TO ERECT AND OPERATE, MAINTAIN, REPAIR, AND RENEW UNDERGROUND CABLES OR CONDUITS, POLES WITH NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS FOR ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING THE FRONT AND THE SIDE BOUNDARY LINES OF ALL LOTS; AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESENTLY PLATTED AND RECORDED LOTS. THE SIXTEEN (16) FEET WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FEET WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HAND THIS 26th DAY OF September, 1995 A.D.
FOR
Tom Peschio
TOM PESCHIO, GENERAL MANAGER
PEONY PARK, INC.

SHEET 1 OF 1
KM M950931

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATED THIS DAY OF , 19 A.D.

COUNTY TREASURER

APPROVAL OF CITY PLANNING BOARD

THIS PLAT OF CASS STREET REPLAT WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA THIS DAY OF , 19 A.D.

Handwritten signature of Paul Spence, Chairman

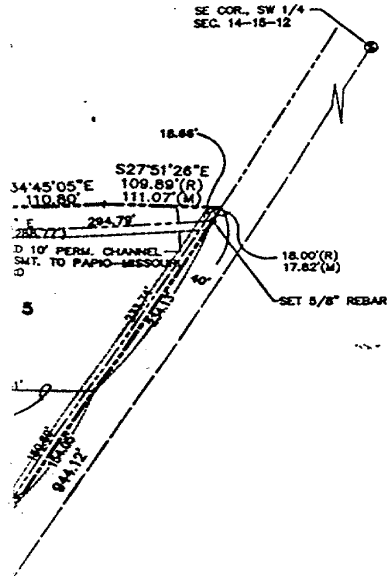
APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAT OF CASS STREET REPLAT (LOTS 1 THRU 7, INCLUSIVE & OUTLOT 1) AS TO THE DESIGN STANDARDS THIS DAY OF , 19 A.D.

Handwritten signature of Roy A. Heumann, City Engineer

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE THIS DAY OF , 19 A.D.

CITY ENGINEER



OMAHA CITY COUNCIL ACCEPTANCE

THIS PLAT OF CASS STREET REPLAT WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS DAY OF , 19 A.D.

Handwritten signatures of Mayor Hal Nauel and City Council members

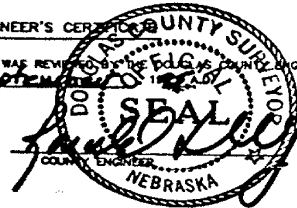


LEGEND

- CORNER FOUND
○ CORNER SET
(100') EASEMENT DIMENSION
(M) MEASURED DIMENSION
(R) RECORDED DIMENSION

COUNTY ENGINEER'S CERTIFICATE

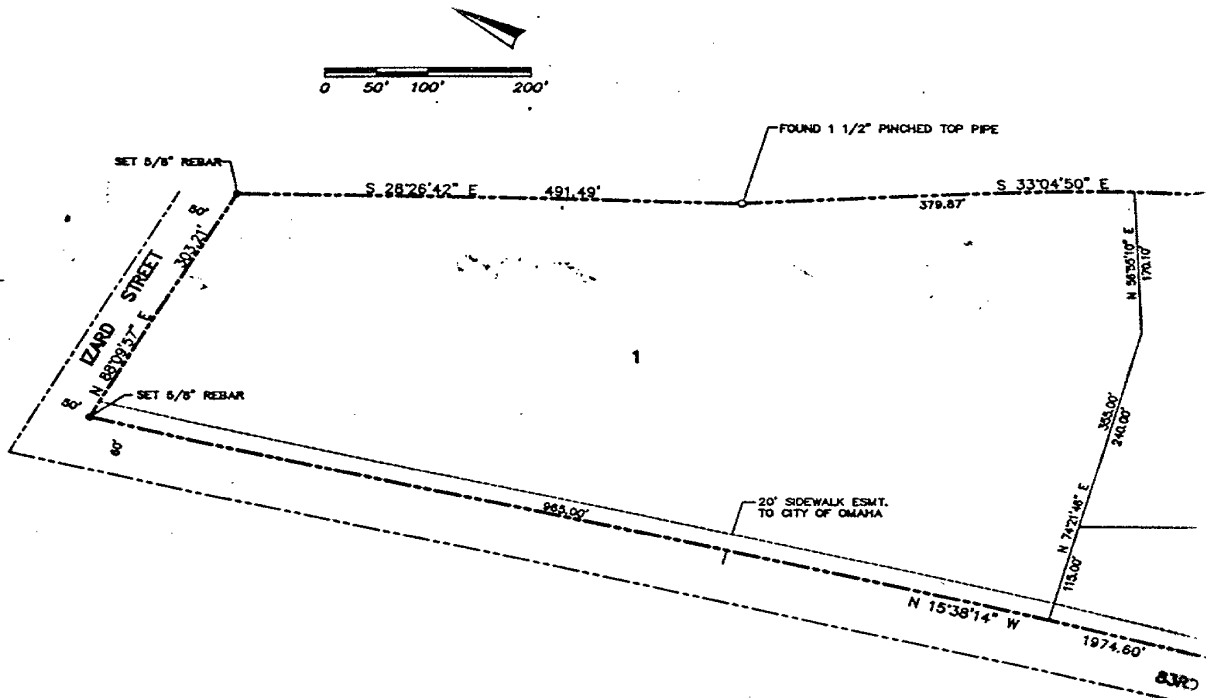
THIS PLAT OF CASS STREET REPLAT WAS REVIEWED BY THE COUNTY ENGINEER'S OFFICE ON THIS DAY OF , 19 A.D.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, PEONY PARK, INC., TOM PESCHIG, GENERAL MANAGER, OWNERS AND PROPRIETORS OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, SAID SUBDIVISION TO BE KNOWN AS CASS STREET REPLAT, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 7, INCLUSIVE & OUTLOT 1), AND WE APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE DO ALSO GRANT THE EASEMENTS SHOWN ON THIS PLAT TO THE AGENCIES OF NEBRASKA AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM WITHIN THE BOUNDARIES OF THIS PLAT, AND WE GRANT NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE FOR THE CARRYING AND TRANSMISSION OF SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING THE FRONT AND THE SIDE BOUNDARY LINES OF ALL LOTS; AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESENTLY PLATTED AND RECORDED LOTS. THE SECTION, TOWNSHIP AND RANGE WILL BE RECORDED IN AN INSTRUMENT...



SURVEYOR'S CERTIFICATE

I, CHARLES W. AHERN, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT A SURVEY OF THE OUTER BOUNDARIES OF THIS PLAT OF CASS STREET REPLAT HAS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I SHALL INSTALL PERMANENT IRON PINS (5/8-INCH X 24-INCH REBAR) AT THE CORNERS OF ALL LOTS, ANGLE POINTS, AND THE TERMINAL POINTS OF ALL CURVES UPON COMPLETION OF THE GRADING, AS SHOWN ON THIS PLAT OF CASS STREET REPLAT. THE LIMITS AND BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:

PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 10, IN BLOCK 13, ALL IN WEST DODGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THOSE PORTIONS OF SAID LOTS DEEDED TO THE COUNTY OF DOUGLAS, TOGETHER WITH THE NORTH HALF (N 1/2) OF VACATED BURT STREET ADJACENT TO SAID LOT 10 ON THE SOUTH; AND
 LOT 9, IN BLOCK 13, IN WEST DODGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE NORTH HALF (N 1/2) OF VACATED BURT STREET ADJACENT THERETO ON THE SOUTH.

PARCEL 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, IN BLOCK 1, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, IN BLOCK 7, IN WEST DODGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE SOUTH HALF (S 1/2) OF VACATED BURT STREET ADJACENT TO LOTS 1, 2 AND 3, BLOCK 7 ON THE NORTH AND ALL OF VACATED UNDERWOOD AVENUE ADJACENT TO LOT 1, BLOCK 1 ON THE NORTH AND ADJACENT TO LOTS 9, 10 AND 11, BLOCK 7 ON THE SOUTH.

PARCEL 3: ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2, SW 1/4) OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, LYING EAST OF LITTLE PAPPILLION CREEK AND WEST OF THE RAILROAD RIGHT OF WAY, EXCEPT THAT PART DEEDED TO THE COUNTY OF DOUGLAS; AND

ALL THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., LYING WEST OF THE CENTER OF THE LITTLE PAPPILLION CREEK, AND IN THE SOUTHWEST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 14-15-12, IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART DEEDED TO THE COUNTY OF DOUGLAS, BUT SPECIFICALLY INCLUDING THE FOLLOWING:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF CASS STREET, 945.67 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 1, WEST DODGE ADDITION; THENCE N 33°58'35" W, FOR A DISTANCE OF 293.53 FEET; THENCE N 31°12'11" W, FOR A DISTANCE OF 314.53 FEET; THENCE N 38°37'02" W, FOR A DISTANCE OF 299.54 FEET; THENCE N 81°08'16" E, FOR A DISTANCE OF 42.08 FEET; THENCE S 47°41'35" E, FOR A DISTANCE OF 112.07 FEET; THENCE S 29°42'32" E, FOR A DISTANCE OF 74.78 FEET; THENCE S 31°13'39" E, FOR A DISTANCE OF 102.0 FEET; THENCE S 29°17'56" E, FOR A DISTANCE OF 149.17 FEET; THENCE S 28°04'14" E, FOR A DISTANCE OF 108.08 FEET; THENCE S 41°09'36" E, FOR A DISTANCE OF 50.15 FEET; THENCE S 30°21'50" E, FOR A DISTANCE OF 100.58 FEET; THENCE S 34°45'05" E, FOR A DISTANCE OF 110.80 FEET; THENCE S 27°51'26" E, FOR A DISTANCE OF 109.89 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASS STREET; THENCE S 88°03'42" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 18.0 FEET TO THE POINT OF BEGINNING;

ALSO, BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; AND RUNNING THENCE WEST, 293.6 FEET; THENCE NORTH, 975.5 FEET, TO THE CENTER OF LITTLE PAPPILLION CREEK; THENCE SOUTHEASTERLY, ALONG THE CENTER OF SAID CREEK, TO THE LINE DIVIDING THE EAST HALF AND THE WEST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH, 815 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A POINT 40 FEET NORTH OF, AND 431.9 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., ASSUMING THE SOUTH LINE OF SAID SECTION 14 TO BE DUE WEST, SAID POINT BEING THE CENTER LINE OF THE PAPPILLION DRAINAGE DITCH; THENCE N 30°50' W AND PARALLEL TO THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 804.0 FEET, TO THE INTERSECTION OF THE CENTER LINE OF A CREEK; THENCE IN A GENERAL SOUTHWARD DIRECTION, ALONG THE CENTER LINE OF SAID CREEK, TO A POINT 40 FEET NORTH OF AND 215.3 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST; THENCE EASTWARD, 286.8 FEET TO THE PLACE OF BEGINNING.

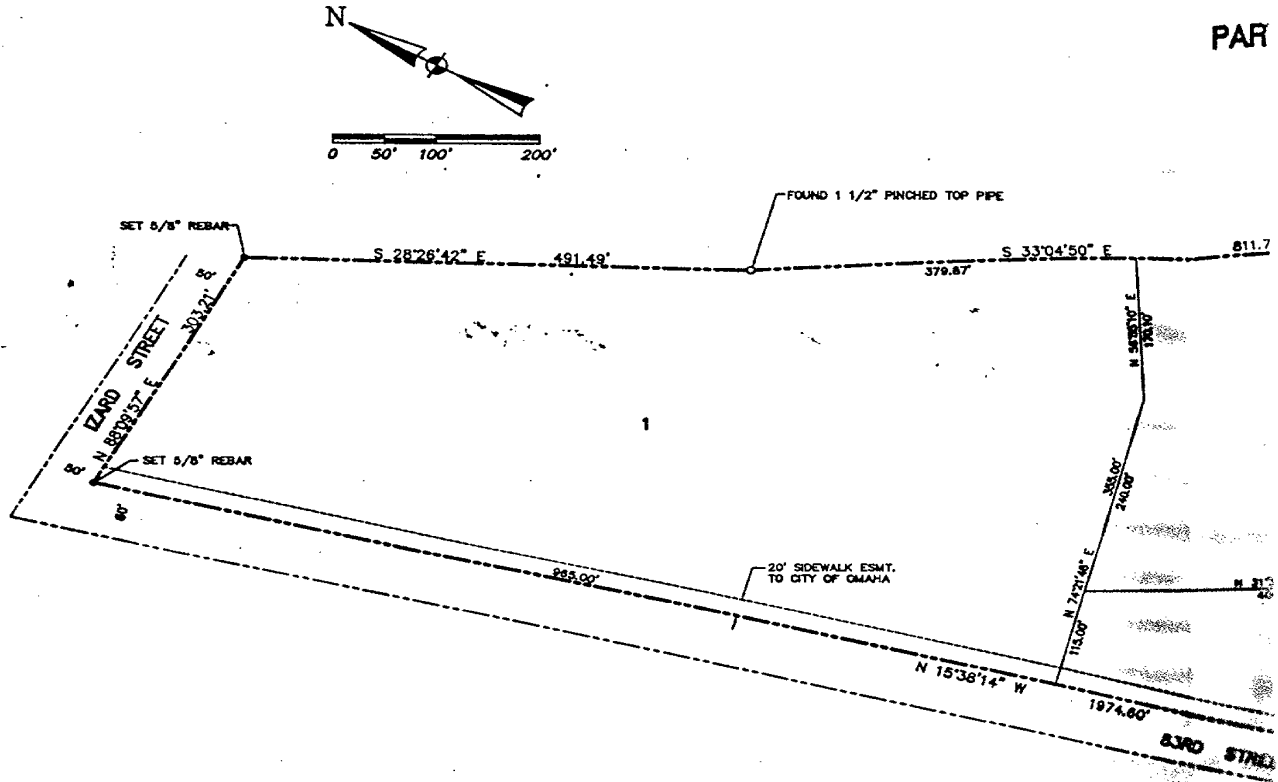
ALL OF THE ABOVE DESCRIBED PARCELS COMPRISE THE PROPERTY WITHIN THE BOUNDARY OF THIS PLAT, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF CASS STREET AND THE EASTERLY LINE OF 83RD STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 1 OF SAID WEST DODGE ADDITION; THENCE ALONG SAID EASTERLY LINE OF 83RD STREET, N 15°38'14" W, 1974.60' TO THE SOUTHERLY LINE OF IZARD STREET; THENCE ALONG SAID SOUTHERLY LINE, N 88°09'57" E, 303.21'; THENCE S 28°28'42" E, 491.49'; THENCE S 33°04'50" E, 811.77'; THENCE S 47°41'35" E, 112.07'; THENCE S 29°42'32" E, 74.78'; THENCE S 31°13'39" E, 102.00'; THENCE S 29°17'56" E, 149.17'; THENCE S 28°04'14" E, 108.08'; THENCE S 41°09'36" E, 50.15'; THENCE S 30°21'50" E, 100.58'; THENCE S 34°45'05" E, 110.80'; THENCE S 27°51'26" E, 111.07' TO THE NORTHERLY LINE OF SAID CASS STREET; THENCE ALONG SAID NORTHERLY LINE, S 88°03'17" W, 944.12' TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 26.93 ACRES, MORE OR LESS.

DATED THIS 5th DAY OF September, 1995 A.D.



Charles W. Ahern
 CHARLES W. AHERN
 REGISTERED LAND SURVEYOR L.S. 112

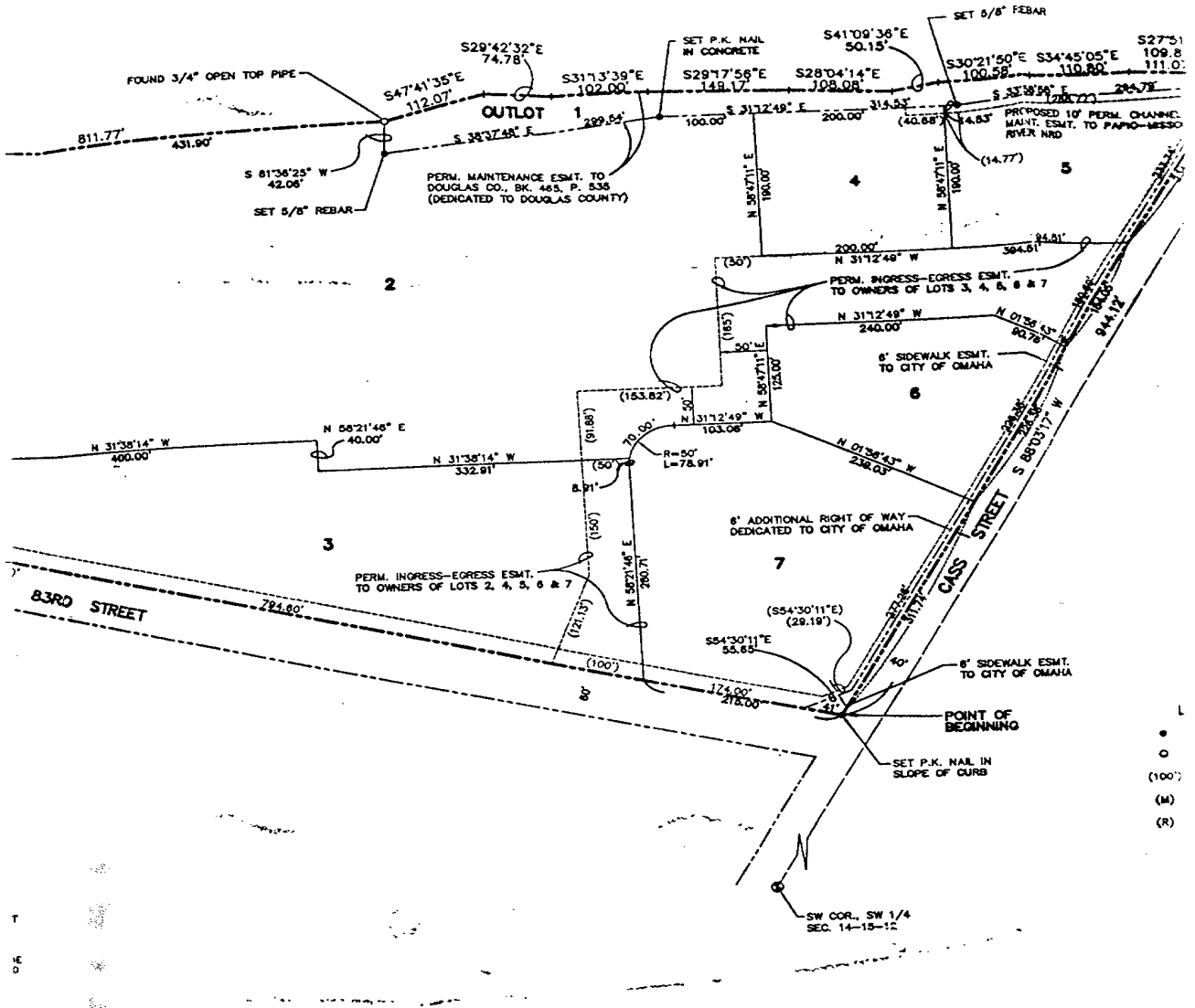


SURVEYOR'S CERTIFICATE

CHARLES W. AHERN, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT A SURVEY OF THE OUTER BOUNDARIES OF THIS PLAT OF CASS STREET REPLAT HAS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I SHALL INSTALL PERMANENT IRON PINS (3/8-INCH X 24-INCH REBAR) AT THE CORNERS OF ALL LOTS, ANGLE POINTS, AND THE TERMINAL POINTS OF ALL CURVES UPON COMPLETION OF THE GRADING, AS SHOWN ON THIS PLAT OF CASS STREET REPLAT, THE LIMITS AND BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:

- ARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 10, IN BLOCK 13, ALL IN WEST DODGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THOSE PORTIONS OF SAID LOTS DEEDED TO THE COUNTY OF DOUGLAS, TOGETHER WITH THE NORTH HALF (N 1/2) OF VACATED BURT STREET ADJACENT TO SAID LOT 10 ON THE SOUTH; AND
 LOT 9, IN BLOCK 13, IN WEST DODGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE NORTH HALF (N 1/2) OF VACATED BURT STREET ADJACENT THERETO ON THE SOUTH.
- ARCEL 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, IN BLOCK 1, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, IN BLOCK 7, IN WEST DODGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE SOUTH HALF (S 1/2) OF VACATED BURT STREET ADJACENT TO LOTS 1, 2 AND 3, BLOCK 7 ON THE NORTH AND ALL OF VACATED UNDERWOOD AVENUE ADJACENT TO LOT 1, BLOCK 1 ON THE NORTH AND ADJACENT TO LOTS 9, 10 AND 11, BLOCK 7 ON THE SOUTH.
- ARCEL 3: ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2, SW 1/4) OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, LYING EAST OF LITTLE PAPPILLION CREEK AND WEST OF THE RAILROAD RIGHT OF WAY, EXCEPT THAT PART DEEDED TO THE COUNTY OF DOUGLAS; AND
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 BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF CASS STREET, 945.67 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 1, WEST DODGE ADDITION; THENCE N 33°58'35" W, FOR A DISTANCE OF 293.53 FEET; THENCE N 31°21'11" W, FOR A DISTANCE OF 314.53 FEET; THENCE N 38°37'02" W, FOR A DISTANCE OF 292.84 FEET; THENCE N 81°35'16" E, FOR A DISTANCE OF 42.06 FEET; THENCE S 47°41'33" E, FOR A DISTANCE OF 112.07 FEET; THENCE S 29°42'32" E, FOR A DISTANCE OF 74.78 FEET; THENCE S 31°13'39" E, FOR A DISTANCE OF 102.0 FEET; THENCE S 29°17'56" E, FOR A DISTANCE OF 149.17 FEET; THENCE S 20°04'14" E, FOR A DISTANCE OF 100.08 FEET; THENCE S 41°09'38" E, FOR A DISTANCE OF 50.15 FEET; THENCE S 30°21'50" E, FOR A DISTANCE OF 100.58 FEET; THENCE S 34°45'05" E, FOR A DISTANCE OF 110.80 FEET; THENCE S 27°51'26" E, FOR A DISTANCE OF 109.89 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASS STREET; THENCE S 85°03'42" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 16.0 FEET TO THE POINT OF BEGINNING.
 ALSO, BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; AND RUNNING THENCE WEST, 293.6 FEET; THENCE NORTH, 975.5 FEET, TO THE CENTER OF LITTLE PAPPILLION CREEK; THENCE SOUTHEASTERLY, ALONG THE CENTER OF SAID CREEK, TO THE LINE DIVIDING THE EAST HALF AND THE WEST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH, 815 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.
 ALSO, BEGINNING AT A POINT 40 FEET NORTH OF, AND 431.9 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., ASSUMING THE SOUTH LINE OF SAID SECTION 14 TO BE DUE WEST, SAID POINT BEING THE CENTER LINE OF THE PAPPILLION DRAINAGE DITCH; THENCE N 30°50' W AND PARALLEL TO THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 604.0 FEET, TO THE INTERSECTION OF THE CENTER LINE OF A CREEK; THENCE IN A GENERAL SOUTHWARD DIRECTION, ALONG THE CENTER LINE OF SAID CREEK, TO A POINT 40 FEET NORTH OF AND 215.3 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST; THENCE EASTWARD, 266.6 FEET TO THE PLACE OF BEGINNING.

ALL OF THE ABOVE DESCRIBED PARCELS COME TO THE PROPERTY WITHIN THE ORIGINAL PLAT OF CASS STREET REPLAT, AS SHOWN ON THIS PLAT OF CASS STREET REPLAT.



CORPORATION ACKNOWLEDGEMENT

STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } SS

ON THIS 26th DAY OF September 1995, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED TOM PESCHIO, GENERAL MANAGER, PEONY PARK, INC., A NEBRASKA CORPORATION, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT, AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND VOLUNTARY ACT AND DEED OF SAID CORPORATION AND THE CORPORATE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY ITS AUTHORITY.
 WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.
 MY COMMISSION EXPIRES ON THE 28th DAY OF September 1996, A.D.

Kathryn L. Chorba
 NOTARY PUBLIC



**EXHIBIT A -
 EASEMENT AND OPERATING AGREEMENT**

KM KIRKHAM
 MICHAEL
 AND ASSOCIATES

810 WEST DODGE ROAD - P.O. BOX 24129 OMAHA, NE 68124-0129
 402 - 343 - 4800 FAX 402 - 343 - 4812

	UNITS	1	2	3	4	5
PARCEL AREA	AC	8.5	(8.4)	(3.4)	0.9	1.0
BUILDING AREA	SF	190,000	81,000	24,000	5,000	5,000
PARKING STALLS						
-REQUIRED	EA	281	324	96	20	20
-PROVIDED	EA	299	469	118	35	25
IMPERVIOUS COVERAGE	%	52.3%	75.7%	60.8%	60.6%	60.1%
BUILDING COVERAGE	%	17.1%	22.1%	16.2%	12.8%	11.5%
LANDSCAPED AREA	%	47.7%	24.3%	39.2%	39.4%	39.9%

* PARKING STALLS

TYPE OF USE:

- LOT 1 - APARTMENTS
- LOT 2 - GENERAL RETAIL
- LOT 3 - GENERAL RETAIL
- LOT 4 - GENERAL RETAIL
- LOT 5 - BANK
- LOT 6 - RESTAURANT
- LOT 7 - KENO (EXISTING)

NOTES.

1. LIGHTING WILL BE LOW PROFILE DIRECTIONAL LIGHT.
2. THE OWNER WILL MAINTAIN THE LANDSCAPED BERM AND THE EXISTING TREES ALONG 83rd STREET WHERE POSSIBLE
3. ADDITIONAL ROW ALONG CASS STREET WILL BE DEDICATED AS REQUIRED FOR DECELERATION LANES
4. THE EXISTING BIG RED KENO BUILDING WILL REMAIN. ALL OTHER EXISTING BUILDINGS WILL BE REMOVED.
5. THE MAXIMUM HEIGHT OF THE APARTMENTS PROPOSED FOR LOT 1 IS 40 FEET.
6. THE MAXIMUM HEIGHT OF THE GENERAL RETAIL, BANK, AND RESTAURANT PROPOSED FOR LOTS 2, 3, 4, 5, AND 6 WILL BE 35 FEET.
7. EXTERIOR BUILDING MATERIALS FOR ALL PROPOSED BUILDINGS ON SITE ARE PROPOSED TO BE A COMBINATION OF BRICK AND EXTERIOR INSULATION FINISH SYSTEM (DRYVIT) FOR THE FRONT OF THE BUILDING WITH SOME SIDE AND REAR WALLS BEING CONSTRUCTED OF CONCRETE BLOCK.
8. SEE THE PROPOSED IMPROVEMENTS (SHEET 4 OF 6) FOR THE LOCATED PROPOSED UTILITIES AND PAVEMENT.

1	2	3	4	5	6	7	TOTAL
8.5	(8.4)	(3.4)	0.9	1.0	1.1	2.3	25.6
190,000	81,000	24,000	5,000	5,000	3,600	6,000	314,600
281	324	96	20	20	15	60	816
299	469	118	35	25	44	150	1,140
52.3%	75.7%	60.8%	60.6%	60.1%	59.2%	65.4%	63.2%
17.1%	22.1%	16.2%	12.8%	11.5%	7.5%	6.0%	16.9%
47.7%	24.3%	39.2%	39.4%	39.9%	40.8%	34.6%	36.8%

ITS

RETAIL

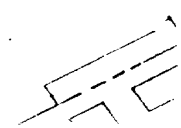
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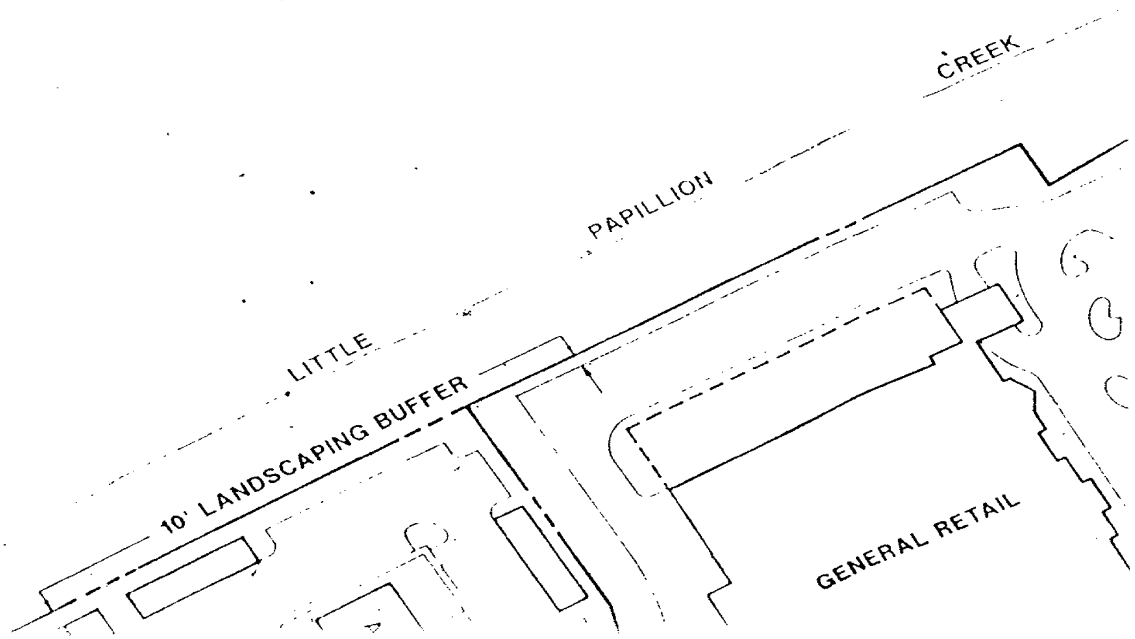
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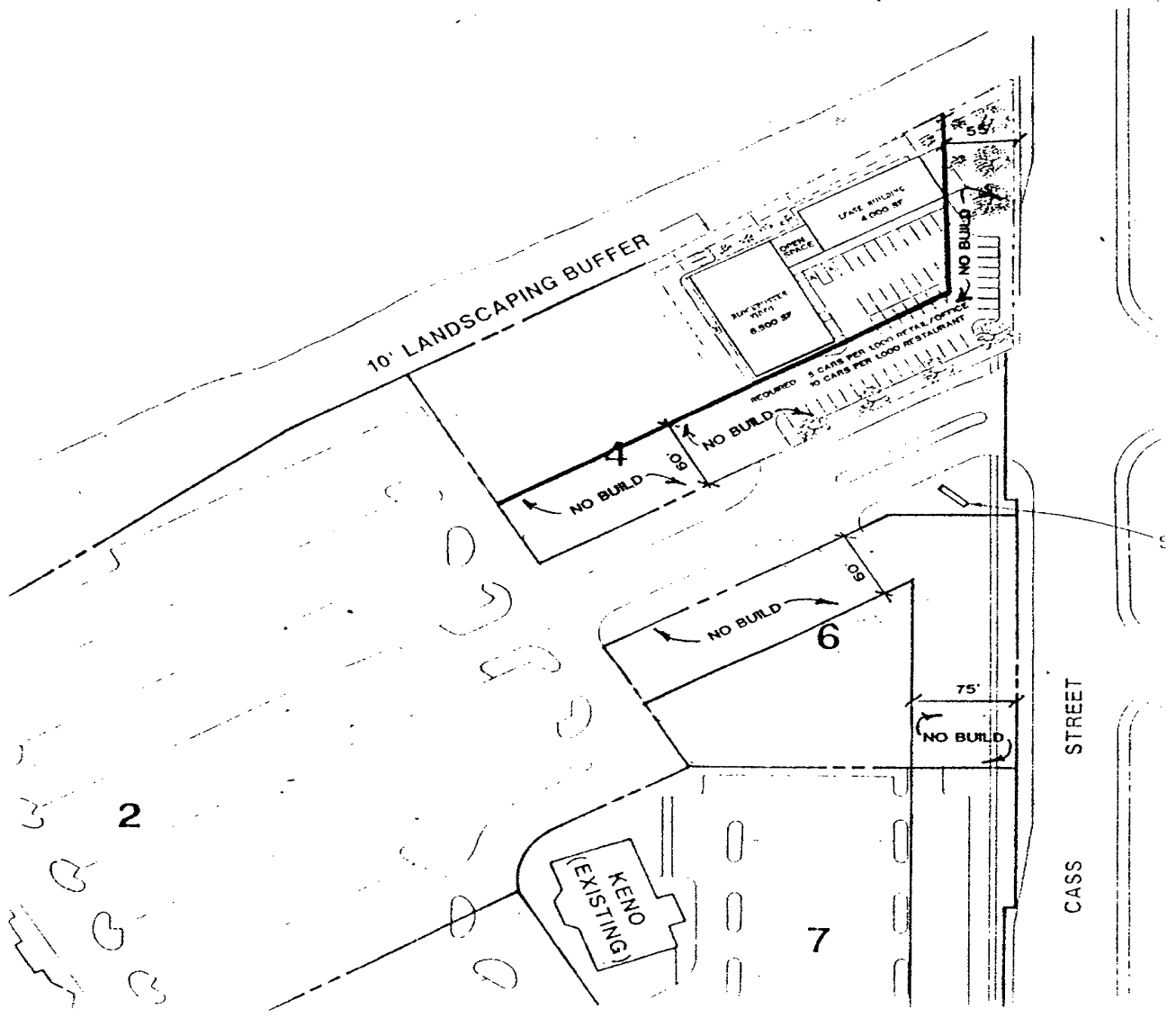
THE DIRECTIONAL LIGHT.
 THE LANDSCAPED BERM AND THE EXISTING
 WHERE POSSIBLE
 THE STREET WILL BE DEDICATED AS REQUIRED
 THE BUILDING WILL REMAIN ALL OTHER EXISTING
 THE APARTMENTS PROPOSED FOR LOT 1 WILL BE
 THE GENERAL RETAIL, BANK, AND RESTAURANTS
 AND 6 WILL BE 35 FEET
 WALLS FOR ALL PROPOSED BUILDINGS ON THE
 COMBINATION OF BRICK AND EXTERIOR
 (DRYVIT) FOR THE FRONT OF THE BUILDINGS
 WALLS BEING CONSTRUCTED OF CONCRETE
 PLANS (SHEET 4 OF 6) FOR THE LOCATION OF
 ELEMENT.

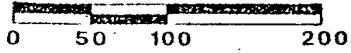


CASS STREET REPL
SECTION 14, T15, R12, 6TH F
DOUGLAS COUNTY
OMAHA, NEBRASKA



AT
PM
CA





SCALE: 1"=100'

78TH STREET

SHOPPING CENTER SIGN

80TH STREET

ARCHITECTS
ENGINEERS
PLANNERS
KIRKHAM,
MICHAEL
AND ASSOCIATES

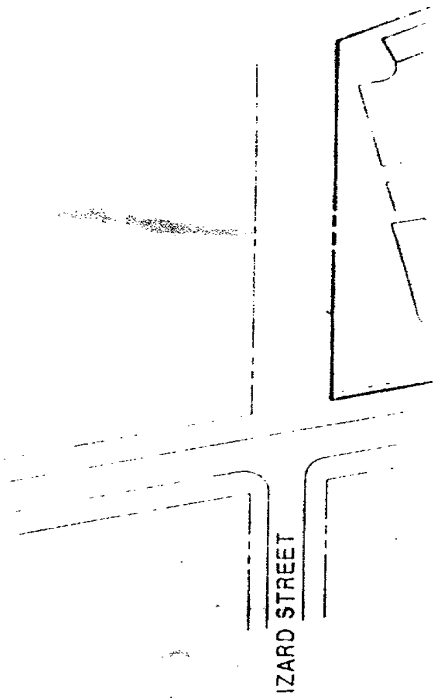


revisions

REET REPLAT

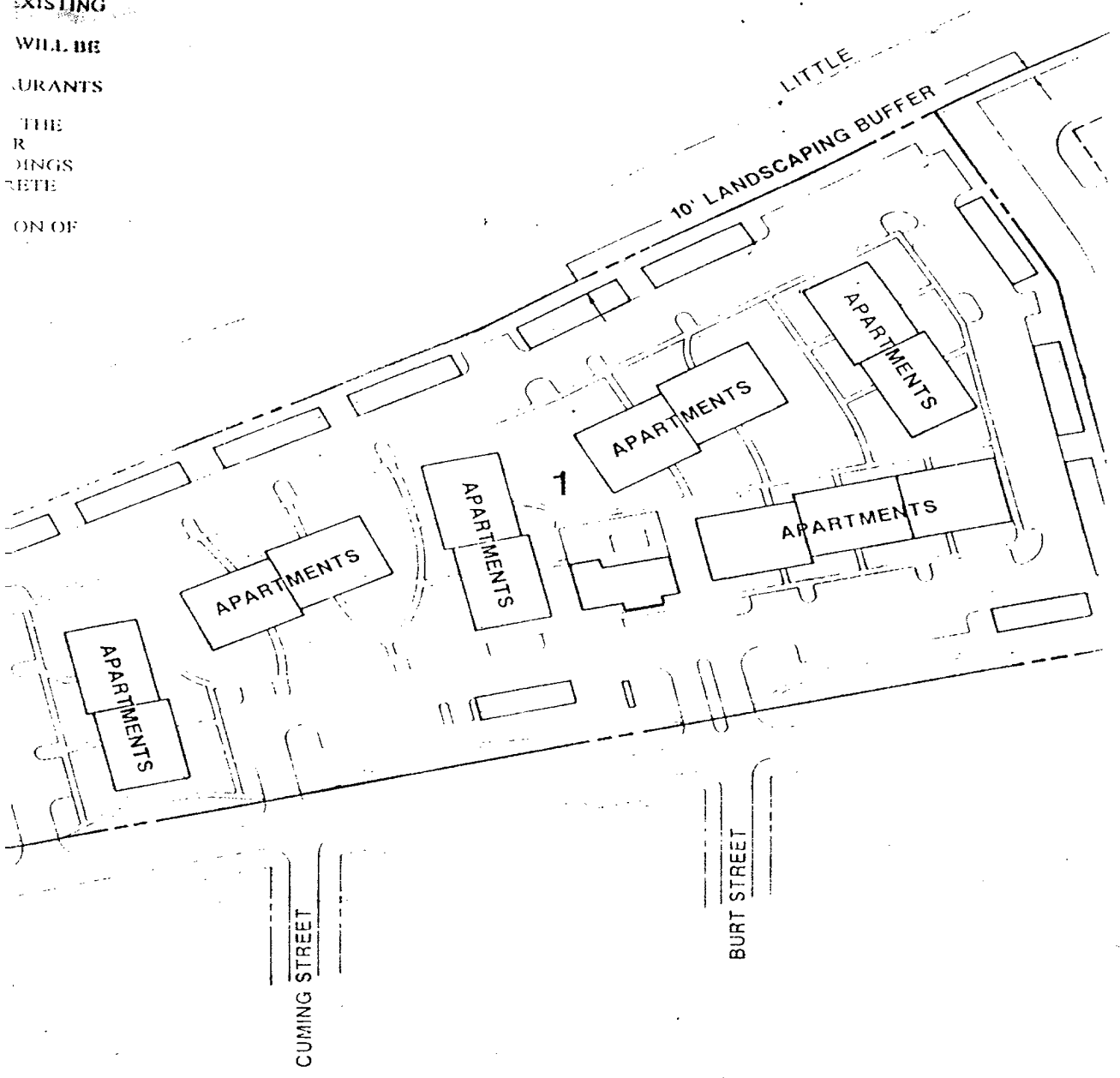
NEBRASKA

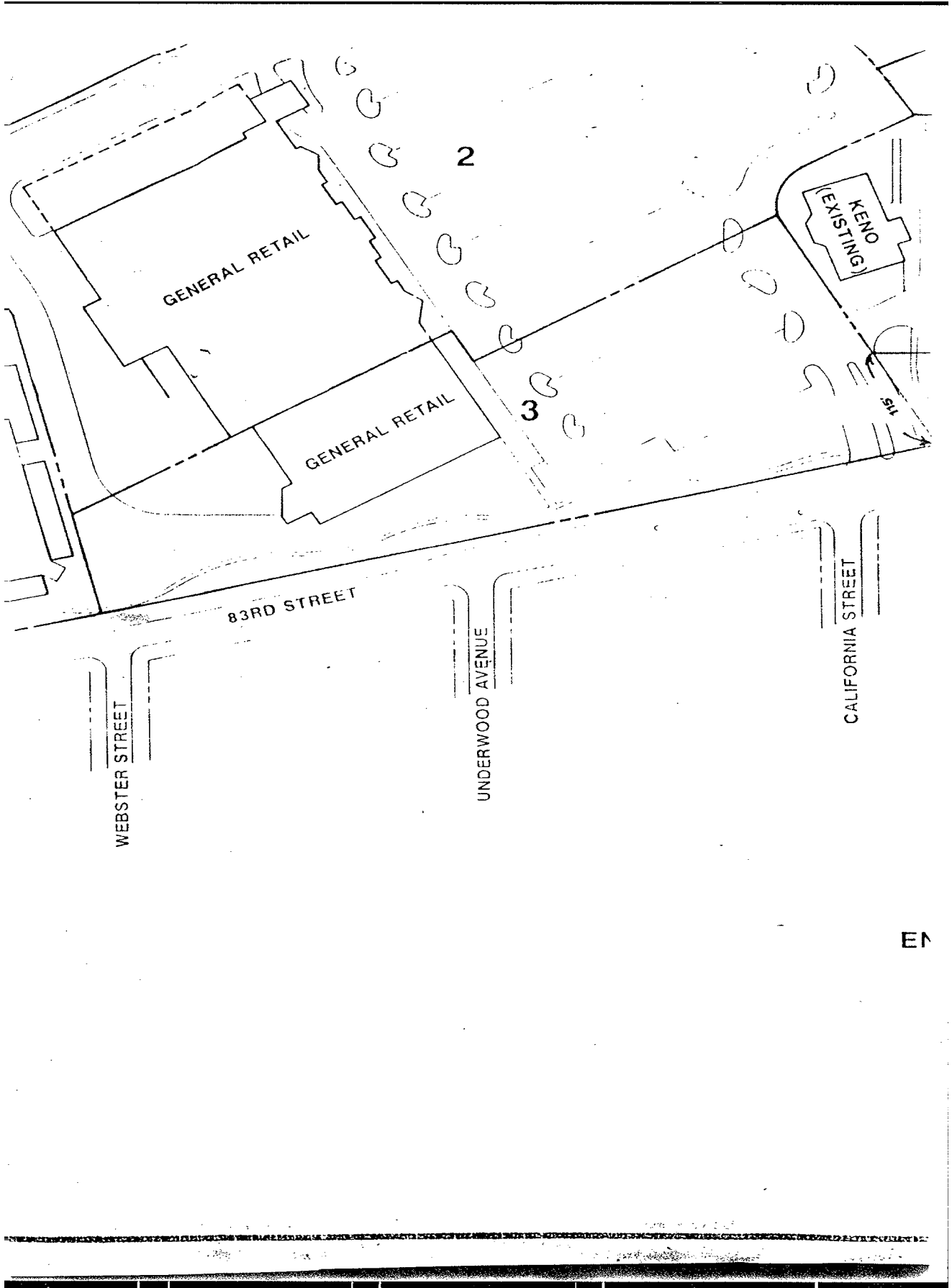
- FOR DECELERATION LANES
4. THE EXISTING BIG RED KENO BUILDING WILL REMAIN. ALL OTHER BUILDINGS WILL BE REMOVED.
 5. THE MAXIMUM HEIGHT OF THE APARTMENTS PROPOSED FOR LOT 40 FEET.
 6. THE MAXIMUM HEIGHT OF THE GENERAL RETAIL, BANK, AND RESTAURANT PROPOSED FOR LOTS 2, 3, 4, 5, AND 6 WILL BE 35 FEET.
 7. EXTERIOR BUILDING MATERIALS FOR ALL PROPOSED BUILDINGS ON THIS SITE ARE PROPOSED TO BE A COMBINATION OF BRICK AND EXTERIOR INSULATION FINISH SYSTEM (DRYVIT) FOR THE FRONT OF THE BUILDING WITH SOME SIDE AND REAR WALLS BEING CONSTRUCTED OF CONCRETE BLOCK.
 8. SEE THE PROPOSED IMPROVEMENTS (SHEET 4 OF 6) FOR THE LOCAL STREET, PROPOSED UTILITIES AND PAVEMENT.



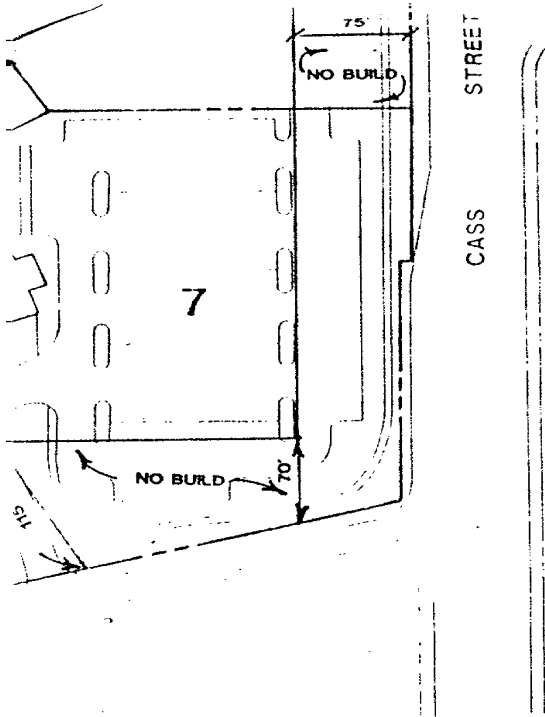
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OWNER: CASS STREET PARTNERSHIP
 12121 EMMET STREET
 OMAHA, NE. 68164

ENGINEER: KIRKHAM MICHAEL & ASSOC.
 9110 W. DODGE ROAD
 OMAHA, NE. 68124

JKM

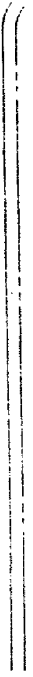
JANUARY 30, 1996

EXHIBIT B

THIS DRAWING MAY BE
 CITY NUMBERED, EITHER IN
 WRITING OR BY THE
 KIRKHAM, MICHAEL & A.

STREET

CASS



CASS STREET REPLAT

NEBRASKA

OMAHA

GENERAL SITE PLAN

EET PARTNERSHIP
1111 1ST STREET
OMAHA, NE 68164

MICHAEL & ASSOC.
1111 1ST STREET
OMAHA, NE 68124

JANUARY 30, 1996
EXHIBIT B

THIS DRAWING MAY NOT BE REPRODUCED OR
COPYED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF
KIRKHAM, MICHAEL & ASSOCIATES

DATE FEB. 95
DESIGNED DCW
CHECKED
KTB PC
MS31134