

CROSS EASEMENT AGREEMENT

THIS AGREEMENT made this 1st day of August, 1980 by and between FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a National Banking Association (hereinafter referred to as "FWN"), and FINANCIAL PROPERTIES DEVELOPERS, INC., a Georgia corporation (hereinafter referred to as "FINANCIAL"),

W I T N E S S E T H:

WHEREAS, FWN simultaneously herewith has sold, transferred and conveyed to FINANCIAL a tract of land in the City of Omaha, Douglas County, Nebraska, shown as the "Financial Premises" on Exhibit "A" and more particularly described in Exhibit "B", which by reference are made a part hereof, said property being hereinafter referred to as the "Financial Premises", and

WHEREAS, FWN is the owner of two tracts of land adjoining the Financial Tract shown as the "FWN Premises" on Exhibit "A" and more particularly described in Exhibit "C", which by reference are made a part hereof, said tracts of property being hereinafter collectively referred to as the "FWN Premises", and

WHEREAS, FINANCIAL proposes to commence development of a K mart Shopping Center on the Financial Premises, and

WHEREAS, at some future time, FWN proposes to develop or sell to someone else to develop the FWN Premises, and

WHEREAS, the parties hereto mutually desire to grant the easements hereinafter set forth, and to establish certain mutual covenants and agreements relating to each of the tracts,

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. FWN grants to FINANCIAL a perpetual easement over, upon and across the Common Areas, as hereinafter defined, of the FWN Premises, for ingress to and egress from the Financial Premises at four designated locations, each being an access opening thirty (30) feet wide along the common boundary lines of the Financial Premises and the FWN Premises, as shown on Exhibit "A". The easement for ingress and egress shall include pedestrian and vehicular traffic and shall be for the

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benefit of the Financial Premises, and of FINANCIAL, its heirs, legal representatives, successors and assigns, and its tenants, employees, agents, customers, invitees and licensees.

2. FINANCIAL grants to FWN a perpetual easement over, upon and across the Common Areas, as hereinafter defined, of the Financial Premises for ingress to and egress from the FWN Premises at four designated locations, each being an access opening thirty (30) feet wide along the common boundary lines of the FWN Premises and the Financial Premises, as shown on Exhibit "A". The easement for ingress and egress shall include pedestrian and vehicular traffic and shall be for the benefit of the FWN Premises, and of FWN, its heirs, legal representatives, successors and assigns, and its tenants, employees, agents, customers, invitees and licensees.

3. For purposes of this Agreement, the term "Common Areas" shall mean those portions of the Financial Premises and the FWN Premises, respectively, which are not from time to time improved with buildings or other structures and which are intended for use as driveways, pedestrian ways, sidewalks, parking areas and for ingress and egress to and from public roadways.

4. FWN covenants and agrees that the portion of the FWN Premises shown as the Parking Area on Exhibit "A" shall be used for no other purpose than automobile parking and for utilities, signs, and things of like nature benefiting the FWN Premises, provided said improvements do not materially limit or restrict the use of the Parking Area for automobile parking.

5. Financial agrees that as to that portion of the Financial Premises shown as "Parcel A" on Exhibit "A", that no building (including any parapet or tower of any building) shall be erected which shall extend more than twenty (20) feet in height above the ground, and no sign (freestanding or building sign) may extend more than twenty (20) feet in height above the ground. Notwithstanding the foregoing and as an exception thereto, any store operated by or under franchise from and under one of the nationally or regionally known names of a national or regional chain store organization may have such parapet, tower or identification sign of said chain store organization as is being used for all stores opened by said chain store organization at or about the

time of the erection of such parapet, tower or sign, provided that the highest point of such parapet, tower or sign shall not be higher than thirty (30) feet above the ground.

6. FWN Agrees that as to those portions of the FWN Premises shown as Outlot 1 and Outlot 2 on Exhibit "A", that no building (including any parapet or tower of any building) shall be erected which shall extend more than twenty (20) feet in height above the ground, and no sign (freestanding or building sign) may extend more than twenty (20) feet in height above the ground. Notwithstanding the foregoing and as an exception thereto, any store operated by or under franchise from and under one of the nationally or regionally known names of a national or regional chain store organization may have such parapet, tower or identification sign of said chain store organization as is being used for all stores opened by said chain store organization at or about the time of the erection of such parapet, tower or sign, provided that the highest point of such parapet, tower or sign shall not be higher than thirty (30) feet above the ground.

7. Financial agrees that the K mart building as shown on Exhibit "A" will be constructed substantially in the location shown on Exhibit "A", but in no event within 54' of the west boundary of the Financial Premises. FWN agrees that no building will be constructed within 80' from the west wall of the K mart building as constructed.

8. Financial covenants and agrees to maintain on the Financial Premises a ratio of parking space of not less than 5.5 automobile parking spaces for each 1,000 square feet of gross leasable area of improvements.

9. FWN covenants and agrees to maintain on the FWN Premises a ratio of parking space of not less than 5.5 automobile parking spaces for each 1,000 square feet of gross leasable area of improvements. FWN also covenants and agrees to maintain on that portion of the FWN Premises shown as Outlot 1, on Exhibit "A" a ratio of parking space of not less than 5.5 automobile parking spaces for each 1,000 square feet of gross leasable area of improvements on Outlot 1.

10. As of the date of this Agreement, the location of certain utility service easements needed to service the FWN Premises and the

Financial Premises has not yet been determined. FWN and Financial will agree in the future upon the location of such necessary utility service easements on their respective premises and then grant any reasonable utility service easements to each other as may be needed and which do not adversely affect the development of their Premises. If, during the installation of any utility service, the Premises of any party to this Agreement are damaged, then the cost of repairing or replacing any Improvements so damaged must be paid by the party for whose benefit the utility service was being installed.

11. FWN grants to Financial a temporary construction easement of twenty (20) feet in width around the outside perimeter of that portion of the Financial Premises adjacent to the FWN Premises.

12. Financial grants to FWN a temporary construction easement of twenty (20) feet in width around the inside perimeter of that portion of the Financial Premises adjacent to the FWN Premises.

13. FWN grants to Financial a temporary construction easement over that portion of the FWN Premises generally shown on Exhibit "A" and more particularly described in Exhibit "E", attached hereto, to grade and ditch the area within said temporary easement to direct and convey the surface water drainage from the Financial Premises to the existing drainage swale located within said easement.

14. FWN and Financial covenant and agree to use the temporary construction easements granted in Paragraphs 11, 12 and 13 in such a manner so as not to cause damage to the adjacent premises and so as not to interfere with the intended use of the adjacent premises.

15. The construction easements granted in Paragraphs 11, 12 and 13 shall continue for a term of one year from the date hereof. Should FWN or its successors not complete the contemplated improvements on the FWN Premises prior to the expiration of the construction easements granted herein, Financial or its successors will consider the request of FWN for additional construction easements as may be reasonably required to construct the contemplated improvements on the FWN Premises and will not unreasonably deny such request, provided the granting of such an easement will not materially interfere with the operation of the Financial Premises.

16. FWN grants to Financial a nonexclusive Surface Water Drainage Easement over that portion of the FWN Premises generally shown on Exhibit "A" and more particularly described in Exhibit "D" attached hereto. In the event it may become necessary for the use of the FWN Premises FWN or its successors or assigns may redirect the surface water drainage from the Financial Premises to other portions of the FWN Premises provided it does not restrict the surface water drainage from the Financial Premises. Should FWN or its successors or assigns redirect the surface water drainage as provided herein, the Surface Water Drainage Easement granted herein will terminate upon FWN or its successors or assigns granting to Financial or its successors or assigns an unencumbered Surface Water Drainage Easement over that portion of the FWN Premises over which the surface water drainage is redirected which Easement shall be subject to the same terms and conditions as set forth herein with respect to the Surface Water Drainage Easement granted herein.

17. FWN grants to Financial a temporary easement twenty (20) feet in width around the outside perimeter of that portion of the Financial Premises adjacent to the FWN Premises in order for Financial to grade the real estate within said easement to prevent water drainage from undeveloped portions of the FWN Premises into the Financial Premises and for construction of necessary slopes. The easement granted in Paragraph 17 shall discontinue and be vacated when construction of improvements commences on the FWN Premises adjacent to the Financial Premises.

18. All notices, demands, or other communications required or permitted to be given hereunder shall be sufficient if sent by certified mail, postage prepaid, with return receipt requested to the following addresses:

TO: First Wisconsin National Bank of Milwaukee
First Wisconsin Center
777 East Wisconsin Avenue
17th Floor
Milwaukee, Wisconsin
Attention: Real Estate Finance Division

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

4.1.1.

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

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

19. The agreements herein made, and the restrictions hereby imposed shall be restrictions and covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors, assigns, heirs, devisees, executors, adminsitators, lessees, sublessees and grantees.

20. Nothing in this Agreement should be construed to imply that FWN is, in any way, a partner or joint venturer with Financial.

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

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

Signed, sealed and delivered
in the presence of:

Mary B. Wiessner

Cynthia M. Janney
Notary Public

Carla J. Resekians

Jennifer Haralson
Notary Public

Notary Public Commission Expires Feb. 8, 1982

FIRST WISCONSIN NATIONAL BANK
OF MILWAUKEE

By: Philip J. Hum
Philip J. Hum - Asst Vice President

By: Thomas E. Jula
Mortgage Banking Officer

FINANCIAL PROPERTIES DEVELOPERS, INC.

By: Arthur Heyman, President

ATTEST:

By: Paul T. Lthman
Assistant Secretary

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Reciprocal Easement And Operating Agreement was acknowledged before me this 24 day of July, 1980 by Arthur Heyman as President of Financial Properties Developers, Inc., a Georgia corporation, on behalf of said Corporation

James H. Henson
Notary Public
Notary Public for the State of Georgia
My Commission Expires Feb. 8, 1982

STATE OF Wisconsin,
COUNTY OF Milwaukee }

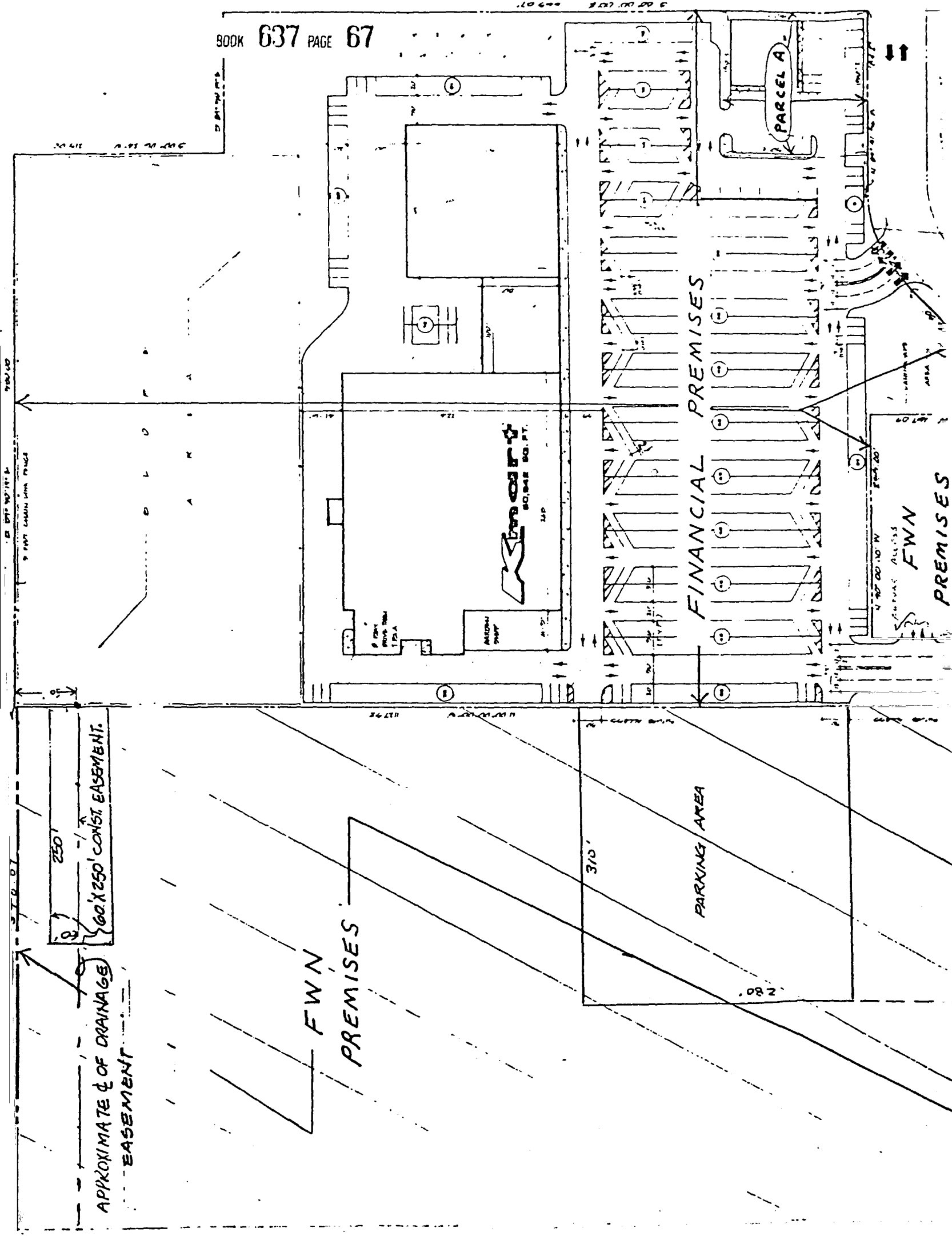
The foregoing Reciprocal Easement And Operating Agreement was acknowledged before me this 30 day of July, 1980 by Robert J. Quinn and Lawrence E. Jordan as Assistant Vice President and Mortgage Banking Officer of First Wisconsin National Bank of Milwaukee, a National Banking Association, on behalf of said Association.

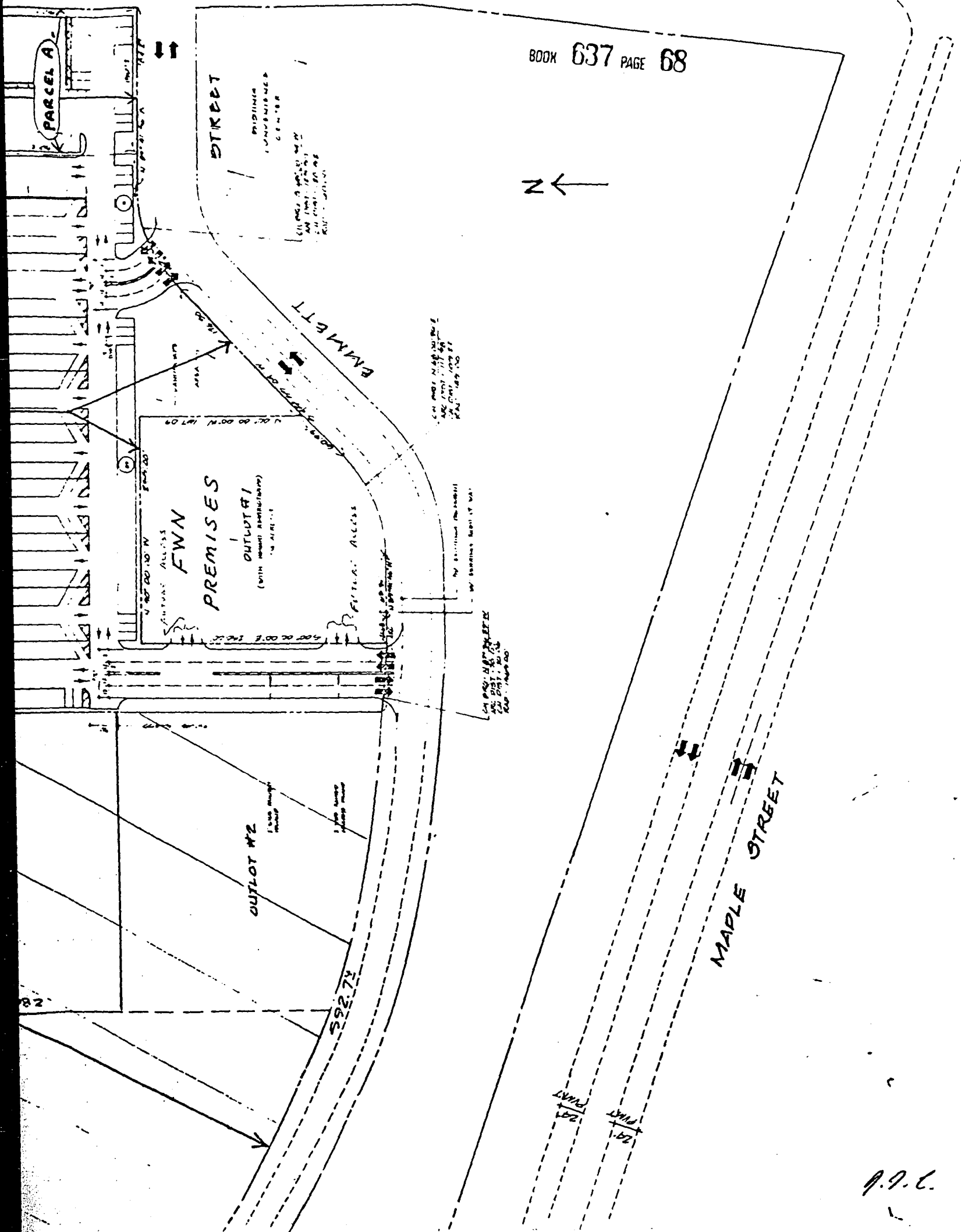
Cynthia M. Jones
Notary Public
My Commission Expires June 5, 1983

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Exhibit A To CROSS
EASEMENT AGREEMENT (7/17/80 Edition)

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LEGAL DESCRIPTION: FINANCIAL PREMISES

A part of the Northeast 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska and being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4; thence S 00° 00' 00" (Assumed bearing) on the east line of said Northeast 1/4, a distance of 215.00 ft.; thence N 89° 50' 19" W on a line 215.00 ft. south of and parallel to the north line of said Northeast 1/4, a distance of 50.00 ft. to the true POINT OF BEGINNING; thence S 00° 00' 00" E on the west line of 108th Street and 50.00 ft. west of and parallel to the east line of said Northeast 1/4, a distance of 663.06 ft. to a point on the north line of Emmett Street; thence N 89° 51' 56" W on the north line of Emmett Street, a distance of 184.27 ft. to a point of curve; thence southwesterly on the north line of Emmett Street on a 160.00 ft. radius curve to the left (chord bearing S 68° 00' 34" W, chord distance 120.52 ft.), an arc distance of 123.57 ft. to a point of tangency; thence S 45° 53' 04" W on the north line of Emmett Street, a distance of 176.30 ft.; thence N 00° 00' 00" W, a distance of 167.09 ft.; thence N 90° 00' 00" W, a distance of 235.00 ft.; thence S 00° 00' 00" E, a distance of 250.00 ft. to a point on the north line of Emmett Street; thence northwesterly on the north line of Emmett Street on a 1,565.00 ft. radius curve to the right (chord bearing N 87° 36' 29" W, chord distance 70.06 ft.), an arc distance of 70.07 ft.; thence N 00° 00' 00" W, a distance of 1127.52 ft. to a point on the north line of said Northeast 1/4; thence S 89° 50' 19" E on the north line of said Northeast 1/4, a distance of 580.00 ft.; thence S 00° 06' 24" W, a distance of 215.00 ft.; thence S 89° 50' 19" E on a line 215.00 ft. south of and parallel to the north line of said Northeast 1/4, a distance of 148.00 ft. to the POINT OF BEGINNING. Said tract containing 14.70 acres more or less.

J.P.C.

LEGAL DESCRIPTION: FWN PREMISES

A part of the Northeast 1/4 of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and being more particularly described as follows:

Commence at the northeast corner of said Northeast 1/4; thence S 00° 00' 00" E (assumed bearing) along the easterly line of said Northeast 1/4 a distance of 215.00 ft.; thence N 89° 50' 19" W along a line 215.00 ft. south of and parallel to the northerly line of said Northeast 1/4 a distance of 50.00 ft.; thence S 00° 00' 00" E along the westerly line of 108th Street and 50.00 ft. west of and parallel to the easterly line of said Northeast 1/4 a distance of 663.06 ft. to a point along the northerly line of Emmett Street; thence N 89° 51' 56" W along the northerly line of Emmett Street a distance of 184.27 ft. to a point of curvature; thence southwesterly along the northerly line of Emmett Street on a 160.00 ft. radius curve to the left (a chord bearing of S 68° 00' 34" W, a chord distance of 120.52 ft.), an arc distance of 123.57 ft. to a point of tangency; thence S 45° 53' 04" W along the northerly line of Emmett Street a distance of 237.29 ft. to a point of curvature; thence southwesterly along the northerly line of Emmett Street on a 145.00 ft. radius curve to the right (a chord bearing of S 68° 00' 36" W, a chord distance of 109.22 ft.), an arc distance of 111.98 ft. to a point of tangency; thence N 89° 51' 56" W along the northerly line of Emmett Street a distance of 63.31 ft. to a point of curvature; thence northwesterly along the northerly line of Emmett Street along a 1,565.00 ft. radius curve to the right (a chord bearing of N 89° 22' 38" W, a chord distance of 26.63 ft.), an arc distance of 26.63 ft.; thence northwesterly along the northerly line of Emmett Street along a 1,565.00 ft. radius curve to the right (a chord bearing of N 87° 36' 29" W, a chord distance of 70.06 ft.), an arc distance of 70.07 ft. to the POINT OF BEGINNING; thence northwesterly along the northerly line of Emmett Street a distance of 592.7 ft., more or less; thence northerly a distance of 946.6 ft. more or less to a point along the northerly line of said Northeast 1/4; thence S 89° 50' 19" E along the northerly line of said Northeast 1/4 a distance of 546.9 ft. more or less; thence S 00° 00' 00" E a distance of 1,127.52 ft. to the POINT OF BEGINNING, said tract containing 12.89 acres, more or less.

Together with:

A part of the Northeast 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and being more particularly described as follows:

Commence at the northeast corner of said Northeast 1/4; thence S 00° 00' 00" E (assumed bearing) along the easterly line of said Northeast 1/4 a distance of 215.00 ft.; thence N 89° 50' 19" W along a line 215.00 ft. south of and parallel to the northerly line of said Northeast 1/4 a distance of 50.00 ft.; thence S 00° 00' 00" E along the westerly line of 108th Street and 50.00 ft. west of and parallel to the easterly line of said Northeast 1/4 a distance of 663.06 ft. to a point on the northerly line of Emmett Street; thence N 89° 51' 56" W along the northerly line of Emmett Street a distance of 184.27 ft. to a point of curvature; thence southwesterly along the northerly line of Emmett Street along a 160.00 ft. radius curve to the left (a chord bearing of S 68° 00' 34" W, a chord distance of 120.52 ft.), an arc distance of 123.57 ft. to a point of tangency; thence S 45° 53' 04" W along the northerly line of Emmett Street a distance of 176.30 ft. to the POINT OF BEGINNING; thence S 45° 53' 04" W along the northerly line of Emmett Street a distance of 60.99 ft. to a point of curvature; thence southwesterly along the northerly line of Emmett Street along a 145.00 ft. radius curve to the right (a chord bearing of S 68° 00' 36" W, a chord distance of 109.22 ft.), an arc distance of 111.98 ft. to a point of tangency; thence N 89° 51' 56" W along the northerly line of Emmett Street a distance of 63.31 ft. to a point of curvature; thence northwesterly along the northerly line of Emmett Street along a 1,565.00 ft. radius curve to the right (a chord bearing of N 89° 22' 38" W, a chord distance of 26.63 ft.), an arc distance of 26.63 ft.; thence N 00° 00' 00" W a distance of 250.00 ft.; thence S 90° 00' 00" E a distance of 235.00 ft.; thence S 00° 00' 00" E a distance of 167.09 ft. to the POINT OF BEGINNING, said tract containing 1.54 acres, more or less.

99.c.

LEGAL DESCRIPTION: SURFACE WATER DRAINAGE EASEMENT

A part of the Northeast 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, and being more particularly described as follows:

Commencing at the northeast corner of said Northeast 1/4; thence S 00° 00' 00" E (assumed bearing) along the easterly line of said Northeast 1/4 a distance of 215.00 ft.; thence N 89° 50' 19" W on a line 215.00 ft. south of and parallel to the northerly line of said Northeast 1/4 a distance of 50.00 ft.; thence N 89° 50' 19" W along a line 215.00 ft. south of and parallel to the northerly line of said Northeast 1/4 a distance of 148.00 ft.; thence N 00° 06' 24" E a distance of 215.00 ft. to a point along the northerly line of said Northeast 1/4; thence N 89° 50' 19" W along the northerly line of said Northeast 1/4 a distance of 580.00 ft.; thence S 00° 00' 00" E a distance of 60 ft. to a point, said point being the center of an existing ditch running in a westerly direction across the F.W.N premises and said point being the point for releasing drainage runoff onto the F.W.N. premises from the Financial Properties Developers, Inc.'s parcel; thence drainage to follow existing drainage pattern westerly across the F.W.N. premises to be discharged into the natural or manmade system into which the drainage from the said existing ditch discharges.

9.1.1.

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A part of the Northeast 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and being more particularly described as follows:

Commence at the northeast corner of said Northeast 1/4; thence S 00° 00' 00" E (assumed bearing) along the easterly line of said Northeast 1/4 a distance of 215.00 ft.; thence N 89° 50' 19" W along a line 215.00 ft. south of and parallel to the northerly line of said Northeast 1/4 a distance of 50.00 ft.; thence N 89° 50' 19" W along a line 215.00 ft. south of and parallel to the northerly line of said Northeast 1/4 a distance of 148.00 ft.; thence N 00° 06' 24" E a distance of 215.00 ft. to a point on the northerly line of said Northeast 1/4; thence N 89° 50' 19" W along the northerly line of said Northeast 1/4 a distance of 580.00 ft.; thence S 00° 00' 00" E a distance of 60.00 ft. to a point, said point being the POINT OF BEGINNING for the centerline of a temporary construction easement for drainage improvements on the F.W.N. premises; thence centerline of said construction easement to run N 90° 00' 00" W a distance of 250.00 ft., said construction easement to be 60 ft. wide.

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 DOUGLAS COUNTY, NEBR.

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