

1019 225 MISC

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This Instrument should be returned after secondary to : Martin I. Bahn Eog. Greenburge, Krausa of Tenenburum 180 N. 49 Selle, Suit 2700 augo 12 60601

BOOK 1019 PAGE 226

CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas corporation

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA) SS: COUNTY OF MARION

On this 29th day of May 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Simon, to me personally known as the Vice President of CS RETAIL DEVELOPERS, INC., an Indiana Corporation, Partner of CENTER-SIMON RETAIL DEVELOPERS LIMITED General PARTNERSHIP, an Indiana Limited Partnership, General Partner of CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of

WITNESS my hand and notarial seal in said County and State the day and year last above written.

经销售 钟 经经证税 COMPANY OF RELACT

My Commission expires: 1 DARLENE E. GARVEY, Notary Public County of Residence: Johnson County of Residence: Johnson My Commission Expires: Jan. 18, 1994.

Jan. 1994.

J directors,

STATE OF ARKANSAS IN THE PROPERTY AND AREA STATES OF THE PROPERTY AND SECURE OF THE PROPERTY AND AREA STATES OF THE PROPERTY A COUNTY OF PULASKI)

On this day personally appeared before me, a Notary Public within and for the above State, duly qualified, commissioned and acting, JAMES E. DARR, JR, to me well known, who stated he is / President of CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas corporation, and was duly authorized in that capacity to execute this instrument in the name and on behalf of the corporation, and stated he had executed and delivered this instrument for the consideration and purposes and in the capacity set forth therein.

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My coppression expires:

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Exhibit STSN-F 1-10-92

SANITARY SEWER & STORM SEWER EASEMENT

LEGAL DESCRIPTION OF TRACT:

A tract of land being part of Lot 5 in Oak View, a Subdivision, located in the West Half (Wl/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more part-icularly described as follows:

Permanent Easement:

Beginning at the most Northerly point of said Lot 5, Oak View Subdivision; thence Southeasterly along the Easterly Lot line of said Lot 5 and Westerly right-of-way (R.O.W.) line of Oak View Drive, on a curve to the left, said curve having a radius of 650.76 feet, a long chord of 69.71 feet bearing S25°53'28"E, and an arc length of 69.74 feet; thence N58°26'52"W, a distance of 33.77 feet; thence S60°11'37"W, a distance of 237.33 feet; thence N54°32'35"W, a distance of 23.28 feet to a point on the Southeastrly lot line of Lot 13, Oak View Subdivision; thence Northeasterly along the said Southeasterly Lot line of Lot 13, Oak View Subdivision, on a curve to the right, said curve having a radius of 80.85 feet, a long chord of 20.73 feet bearing N49°23'26"E, and an arc length of 20.78 feet to a point of tangency, said point of tangency being the most Easterly Lot corner of said Lot 13, Oak View Subdivision; thence N56°45'17"E a distance of 248.11 feet to the Point of Beginning; the total area of the tract is 0.197 acres more or less.

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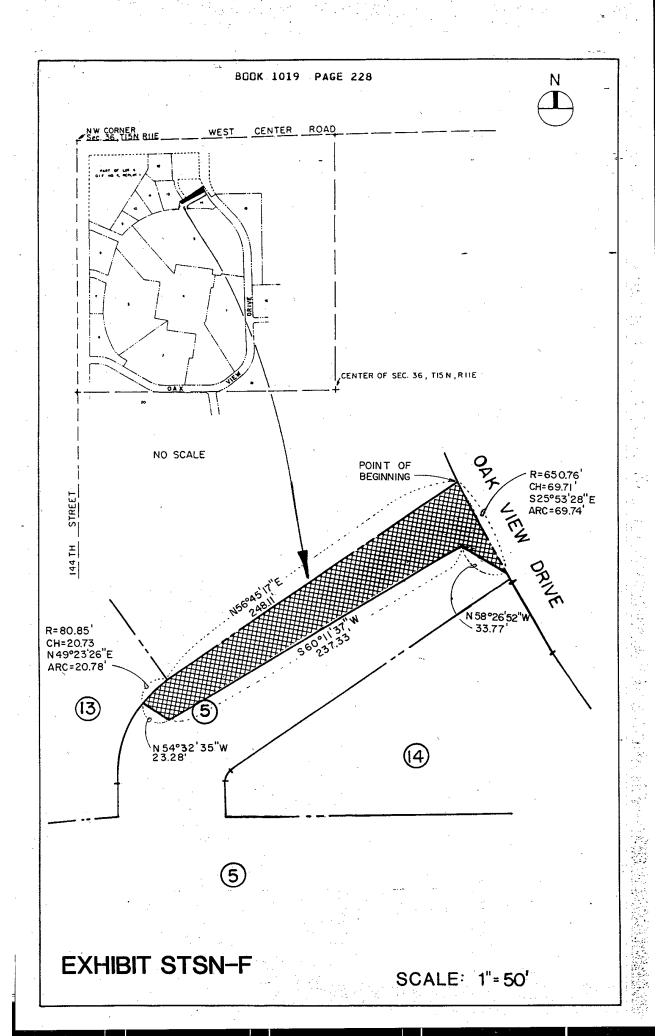


Exhibit SN-D. 2-21-92 Plate 2/2

LEGAL DESCRIPTION PERMANENT SANITARY SEWER EASEMENT OAK VIEW MALL

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An easement for Sanitary Sewer purposes located in part of Lots 3, 4, & 5, Oak View, a Subdivision located in the West Half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Commencing at the Southeast corner of said Lot 8; thence Northeasterly along the Easterly lot line of said Lot 8 on a curve to the right, said curve having a radius of 1655.00 feet, a long chord of 13.74 feet bearing N14°57'15"E (assumed bearing) and an arc length of 13.74 feet to the true Point of Beginning; thence Northeasterly along the Easterly lot line of Lot 8, Oak View, on a curve to the right, said curve having a radius of 1655.00 feet, a long chord of 3.09 feet bearing N15°14'44"E and an arc length of 3.09 feet to a point of tangency; thence N15°17'56"E, 20.71 feet along the said Easterly lot line of Lot 8; thence S41°54'00"E, 28.94' feet; thence S81°32'18"E, 320.67 feet; thence S81°16'21"E, 312.89 feet; thence N8°43'39"E, 70.22 feet; thence S39°33'32"E, 9.78 feet; thence N8°42'31"E, 122.28; thence S81°16'21"E, 12.74 feet; thence S8°43'39"W, 206.00 feet; thence N81°16'21"W, 332.85 feet; thence N81°32'18"W, 327.83 feet; thence N41°54'00"W, 23.25 feet to the Point of Beginning; containing 0.379 acres more or less.

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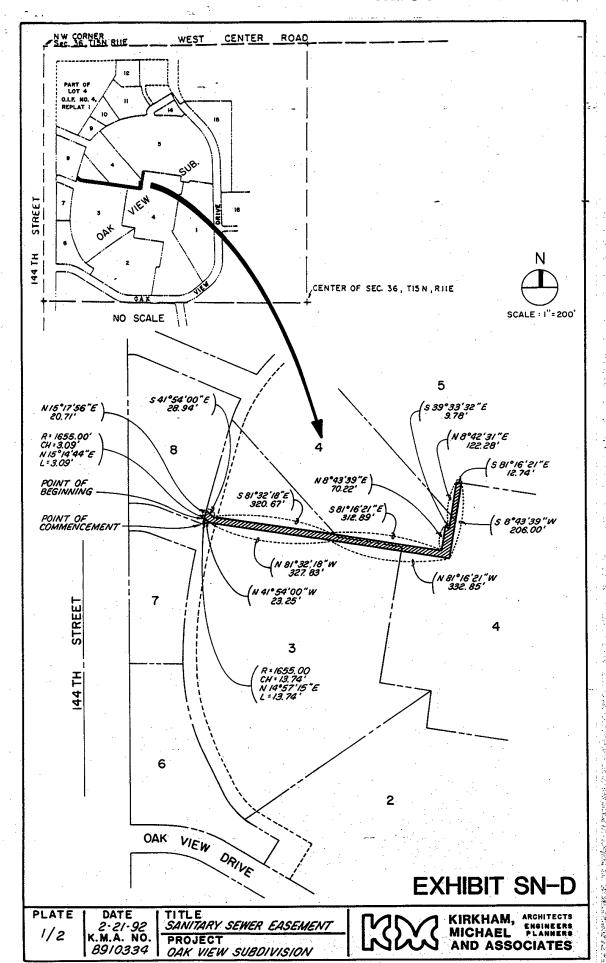


Exhibit ST-A 1-10-92

STORM SEWER EASEMENT

LEGAL DESCRIPTION OF TRACT:

A tract of land being part of Lots 4, 5, 9, 11, & 13 in Oak View, a Subdivision, located in the West Half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Permanent Easement:

Commencing at the Southeasterly corner of said Lot 5, Oak View Subdivision, said point also being on the Westerly right-of-way (R.O.W.) line of Oak View Drive; thence N1°19'53"W, (assumed bearing) along the said Westerly R.O.W. line of Oak View Drive, a distance of 52.30 feet to the True Point of Beginning; thence N73°39'29"W, a distance of 161.03 feet; thence N14°37'37"W, a distance of 286.11 feet; thence N81°16'22"W, a distance of 514.10 feet; thence N42°00'46"W, a distance of 165.52 feet; thence N39°33'33"W, a distance of 97.09 feet; thence S57°45'59"W, a distance of 396.97 feet; thence N58°09'43"W, a distance of 148.29 feet to a point on the Westerly Lot line of said Lot 9, Oak View Subdivision; thence N31°50'17"E along the Westerly Lot line of said Lot 9, Oak View Subdivision, a distance 20.00 feet; thence S58°09'43"E, a distance of 135.78 feet; thence N57°45'59"E, a distance of 394.83 feet; thence N69°29'31"E, a distance of 156.78 feet; thence N84°13'23"E, a distance of 61.68 feet; thence N35°27'25"E, a distance of 91.26 feet; thence S54°32'35"E, a distance of 20.00 feet; thence S35°27'25"W, a distance of 100.33 feet; thence S84°13'23"W, a distance of 67.72 feet; thence S69°29'31"W, a distance of 140.09 feet; thence S39°33'33"E, a distance of 91.43 feet; thence S42°00'46"E, a distance of 157.96 feet; thence S81°16'22"E, a distance of 507.02 feet; thence N32°28'57"E, a distance of 182.58 feet; thence N47°28'03"E, a distance of 12.03 feet to a point on the Westerly R.O.W. line of Oak View Drive, and Northeasterly Lot line of Said Lot 5, Oak View Subdivision; thence Southeasterly along the said Westerly R.O.W. line of Oak View Drive and Northeasterly Lot line of said Lot 5, Oak View Subdivision, on a curve to the right, said curve having a radius of 550.00 feet, a long chord of 20.12 feet bearing S36°16'54"E and an arc length of 20.12 feet; thence S47°28'03"W, a distance of 7.21 feet; thence S32°28'57"W, a distance of 182.11 feet; thence S14°37'37"E, a distance of 277.00 feet; thence S73°39'29"E, a distance of 143.34 feet to a point on the Westerly R.O.W. line of Oak View Drive, and Easterly Lot line of said Lot 5, Oak View Subdivision; thence S1°19'53"E along the Westerly R.O.W. line of Oak View Drive, and Easterly Lot line of said Lot 5, Oak View Subdivision, a distance of 20.99 feet to the Point of Beginning; the total area of the tract is 1.04 acres, more or less.

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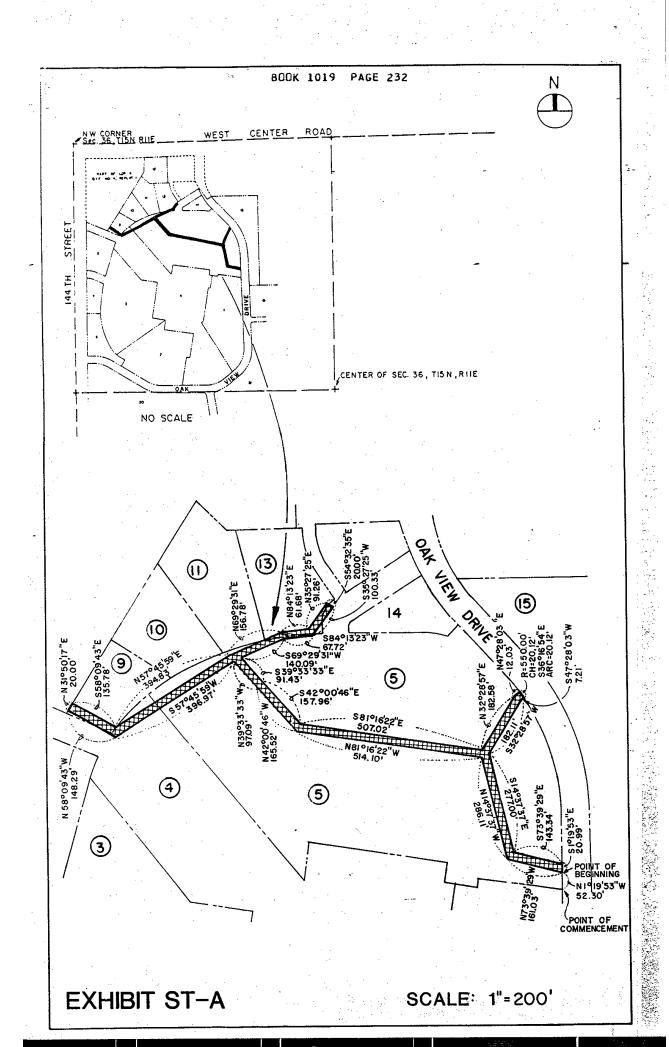


Exhibit SN-O 2-21-92 Plate 2/2

LEGAL DESCRIPTION PERMANENT SANITARY SEWER EASEMENT ON DILLARD'S TRACT OAK VIEW MALL

An easement for Sanitary Sewer purposes located in part of Lots 4 and 5, Oak View, a subdivision located in the West half (Wl/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Commencing at the Westerly most corner of said Lot 5; thence \$39°33'32"E, 660.65 feet along the Southwesterly lot line of said Lot 5 to the true Point of Beginning; thence \$N8°43'39"E, 78.94 feet; thence \$81°16'21"E, 7.26 feet; thence \$8°42'31"W, 122.28 feet; thence \$N3°33'32"W, 9.78 feet; thence \$N8°43'39"E, 36.84 feet to the Point of Beginning; containing 866 square feet more or less.

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