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GEORGE J. RUGLEWICZ  
REGISTER OF DEEDS  
DUBLAS COUNTY, NEBR.

AGREEMENT

THIS AGREEMENT is entered into as of the 25 day of May, 1989 by and among CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership and CR PERIPHERAL DEVELOPERS, an Indiana General Partnership (hereinafter called "Nebraska Partnership") and 140th AND CENTER PARTNERSHIP, a Colorado General Partnership, (hereinafter called "Colorado Partnership").

W I T N E S S E T H:

WHEREAS, Parcel 520 Associates, a Nebraska general partnership, KV International, Inc., a Nebraska corporation ("Initial Nebraska Partnership") and Colorado Partnership entered into a certain Agreement dated February 12, 1986 ("Initial Agreement"); and

WHEREAS, said Initial Agreement covered certain real property legally described in Exhibits "A" and "B" hereto, with Exhibit "A" being the property described in the Initial Agreement and herein as the "Nebraska Partnership Land" and with the property described in Exhibit "B" being property identified in the Initial Agreement and herein as the "Colorado Partnership Land"; and

WHEREAS, Nebraska Partnership has acquired fee title to the Nebraska Partnership Land and assumed all the right, title and interest of the Initial Nebraska Partnership under said Initial Agreement; and

WHEREAS, on this same date, Nebraska Partnership acquired from Colorado Partnership certain additional property which is described in Exhibit "C" attached hereto; and

WHEREAS, the Nebraska Partnership Land and the Colorado Partnership Land adjoin and abut each other as shown on the site plan (the "Site Plan") attached hereto as Exhibit "C-1"; and

WHEREAS, Nebraska Partnership and Colorado Partnership desire to grade and lower the elevation of the Colorado Partnership Land and dirt fill the ditch running between the Colorado Partnership Land and Lots 3, 5 and 11 of the Nebraska Partnership Land (the "ditch") with the intention of eliminating, if possible, the ditch and thereby creating additional land to be developed by Nebraska Partnership and Colorado Partnership on their respective lands.

WHEREAS, as a result of the additional weight of the dirt fill to be placed over the ditch, it first will be necessary to replace the

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existing sanitary sewer line running along the ditch as shown on the Site Plan with a new ductal iron sanitary sewer pipeline.

WHEREAS, Nebraska Partnership and Colorado Partnership desire to make an integrated use of the Nebraska Partnership Land and Colorado Partnership Land and to such end desire to provide for certain rights of ingress and egress and development of roadways.

WHEREAS, Nebraska Partnership and Colorado Partnership desire to amend and modify the Initial Agreement to such extent that this Agreement shall be considered to supersede and replace the Initial Agreement in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed and understood by and between the parties as follows:

1. Nebraska Partnership shall cause the existing sanitary sewer line to be replaced with a new ductal iron sanitary sewer pipeline (the "sanitary sewer pipeline") in accordance with the plans and specifications identified on Exhibit "D" attached hereto. Nebraska Partnership then shall cause the Colorado Partnership Land to be graded pursuant to grading plans approved by Colorado Partnership which shall include the lowering of the elevation of the northwest corner of the Colorado Partnership Land by not more than five (5) feet. Nebraska Partnership then shall attempt to eliminate the ditch by using dirt fill, surcharge, and controlled settling over the sanitary sewer pipeline. Colorado Partnership does hereby grant to Nebraska Partnership, its assigns (which may include Sanitary and Improvement District No. 275 of Douglas County, Nebraska), agents, employees, or independent contractors, the right to enter upon the Colorado Partnership Land from time to time for the purpose of constructing and reconstructing the sanitary sewer pipeline, grading and lowering of the elevation of the Colorado Partnership Land, and attempting to eliminate the ditch. Nebraska Partnership agrees to construct the sanitary sewer pipeline in accordance with good and generally accepted construction, engineering, and architectural standards and principles and to comply with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover. Attached hereto as Schedule 1 is a report of the probable costs of constructing the sanitary sewer pipeline, grading and lowering of the elevation of the Colorado Partnership Land and attempting to eliminate the ditch. If the ditch is effectively eliminated, Colorado Partnership shall pay the lesser of one-half (1/2) of the entire cost and expense incurred in connection with (i) the design, construction, repair and any and all modification, revision, relocation or reconstruction of the sanitary sewer pipeline, (ii) the grading and lowering of the elevation of the Colorado Partnership Land, and (iii) the dirt fill, surcharge, and controlled settling over the sanitary sewer pipeline in an attempt to eliminate the ditch (including any and all expense which may be incurred by Nebraska Partnership for supervision and inspection of the improvements referred to in this paragraph, but excluding any overhead

charges of Nebraska Partnership) or one-half (1/2) of the total probable costs set forth in the report attached as Schedule 1; and Nebraska Partnership shall pay the balance. If the ditch is not effectively eliminated, then the costs of constructing the sanitary sewer pipeline, grading and lowering of the elevation of the Colorado Partnership Land, and attempting to eliminate the ditch shall be paid in full by Nebraska Partnership. For purposes of this Agreement the ditch shall be deemed effectively eliminated if the roadway improvements referred to in Paragraph 3 can be constructed without constructing a bridge over the ditch.

2. Nebraska Partnership and Colorado Partnership understand and agree that the grading of the Colorado Partnership Land and the dirt fill of the ditch may or may not effectively eliminate the ditch. It is further understood that it may take a year or longer before a determination can be made as to whether or not the ditch has been effectively eliminated. Colorado Partnership agrees and acknowledges that Nebraska Partnership has made no warranties or representations and does not guarantee that the procedures referred to above will effectively eliminate the ditch.

3. Whether or not the ditch is effectively eliminated, Nebraska Partnership agrees, at its expense (subject to the provisions of Paragraph 4 below) to cause to be constructed on the Nebraska Partnership Land certain roadway improvements configured substantially as shown on Exhibit "E" attached hereto, or configured in another manner which is approved by the Nebraska Partnership and Colorado Partnership, which approvals shall not be unreasonably withheld. Nebraska Partnership agrees to use its best efforts to complete substantially complete such roadway improvements on or before January 1, 1992. Colorado Partnership agrees to convey to Nebraska Partnership such portion of the Colorado Partnership Land as may be required in order that all of said roadway improvements are constructed on land owned by Nebraska Partnership (which additional land, if any, being thereafter included in the definition of Nebraska Partnership Land). Any damage to the roadway improvements caused by construction vehicles servicing Lot 4 shall be repaid at the sole cost and expense of the Colorado Partnership. Such roadway improvements shall be installed in accordance with good and generally accepted construction, engineering, and architectural standards and principles, and shall comply with all laws, rules and regulations, order and ordinances of governmental agencies exercising jurisdiction thereover. Depending on whether or not the ditch is effectively eliminated, the applicable roadway improvements shown on the plot plans attached hereto as Exhibits "E" and "F" hereinafter are called the "roadway improvements."

4. In the event that the ditch is not effectively eliminated and it becomes necessary to construct a bridge over the ditch in order to complete the roadway improvements as shown on Exhibit "F" hereto, then such bridge shall be constructed in accordance with plans and specifications approved by both Nebraska Partnership and Colorado Partnership. If such bridge is a two lane bridge, then the cost of

design, construction, and any and all modification, revision, relocation or reconstruction of such bridge shall be shared equally by Nebraska Partnership and Colorado Partnership. If such bridge exceeds a two lane bridge, then Colorado Partnership shall pay one-half (1/2) of the cost of design and construction of a two lane bridge, and Nebraska Partnership shall pay the balance.

5. Nebraska Partnership agrees that if required by the applicable governmental authority, it shall cause the roadway improvement to be constructed on the Nebraska Partnership Land and Colorado Partnership Land to be dedicated to the public with the approval of the City of Omaha, the County of Douglas, Nebraska, or such other governmental agency having jurisdiction over such matter. If, for any reason, the City of Omaha, the County of Douglas, Nebraska, or any other governmental agency having jurisdiction over such dedication does not require the public dedication of such roadway improvements, then, in lieu thereof, Nebraska Partnership shall grant to Colorado Partnership and its tenants, licensees, employees, customers and invitees, a non-exclusive easement to use free of charge (except as hereinafter provided) in common with others entitled to similar use, the roadway improvements on the Nebraska Partnership Land. Any damage to the roadway improvements caused by construction vehicles servicing Lot 4 shall be repaired at the sole cost and expense of the Colorado Partnership. Such easements, if any, shall run with the land, and Nebraska Partnership and Colorado Partnership agree to execute and deliver a separate written instrument in recordable form granting such easements in a form and context satisfactory to both Nebraska Partnership and Colorado Partnership.

6. In the event the roadway improvements are not publicly dedicated and the easements referred to above are necessary, then Nebraska Partnership shall maintain and keep in good repair, or cause to be maintained and kept in good repair, free and clear of ice, snow, rubbish, debris and obstructions of every kind, the roadway improvements. In the event that Nebraska Partnership fails to perform, or cause to be performed, its obligations under this paragraph, then Colorado Partnership shall have the right but not the duty, after giving ten (10) days' written notice to the party failing to perform, to perform such obligations for the account of such other party to obtain reimbursement from such other party for the reasonable cost of such performance. Colorado Partnership shall pay to Nebraska Partnership, annually, commencing upon the issuance of the first certificate of occupancy for any improvement on Lot 4, as partial reimbursement for the cost of repair and maintenance obligations described in this Paragraph 6, the sum of \$2,000.00 such sum to be paid in equal monthly installments, in advance of the first day of each month without notice or demand. This contribution by Colorado Partnership shall be adjusted annually, on the January 1 of each year (the first such adjustment occurring on the first January 1 following the completion of said roadway improvements) by the lesser of (i) five percent (5%) or (ii) percentage increase in the Consumer Price Index

(CPI-U, All Urban Consumers, 1982-84 = 100) for the immediately preceding calendar year.

7. In the event the ditch is not effectively eliminated, Nebraska Partnership and Colorado Partnership agree to share equally in the cost of maintaining such ditch in good repair, free of rubbish, debris, and obstructions of every kind, and in compliance with a landscaping plan to be approved by both Nebraska Partnership and Colorado Partnership.

8. Nebraska Partnership agrees to grant to Colorado Partnership access to and from the roadway improvements to the Colorado Partnership Land by an access road ("Access Road") across the Nebraska Partnership Land to a point at the intersection of the roadway improvements as shown on Exhibit "E" hereto. The construction of the Access Road shall be in accordance with plans and specifications approved in advance by Nebraska Partnership, in its sole discretion. Colorado Partnership agrees to construct the Access Road in accordance with good and generally accepted construction, engineering and architectural standards and principles and to comply with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover. Upon completion of the Access Road, Colorado Partnership agrees to repair any damage to the Nebraska Partnership Land arising from the construction of the Access Road. If the Access Road is not publicly dedicated, Nebraska Partnership agrees to execute and deliver to Colorado Partnership a separate written instrument in recordable form granting to Colorado Partnership and its assigns, tenants, licensees, employees, agents and customers, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, the Access Road for purposes of ingress and egress between the roadway improvements and the Colorado Partnership Land.

9. Nebraska Partnership does hereby indemnify and hold Colorado Partnership harmless against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction arises out of the acts or omissions of Nebraska Partnership or its agents, employees, or independent contractors, in connection with the grading and lowering of the elevation of the Colorado Partnership Land, the construction of the roadway improvements and sanitary sewer pipeline, and attempting to eliminate the ditch.

10. This Agreement is intended to be performed in the State of Nebraska and shall be construed and enforced in accordance with the laws of such state.

11. This Agreement may be executed in counterpart, each of which shall be considered an original, and when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

("Nebraska Partnership")

CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership

BY: CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, General Partner

BY: CS RETAIL DEVELOPERS, INC., an Indiana Corporation, its General Partner

ATTEST:

BY: *R. Foxworthy*  
Randolph L. Foxworthy,  
Secretary

BY: *Jerome L. Gershman*  
Jerome L. Gershman,  
Vice-President

CR PERIPHERAL DEVELOPERS, an Indiana General Partnership

BY: CENTER-SIMON PERIPHERAL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, General Partner

BY: CS PERIPHERAL DEVELOPERS, INC., an Indiana Corporation, its General Partner

ATTEST:

BY: *R. Foxworthy*  
Randolph L. Foxworthy,  
Secretary

BY: *Jerome L. Gershman*  
Jerome L. Gershman,  
Vice-President

Signatures Continued on Next Page

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

("Nebraska Partnership")

~~CENTER ROAD RETAIL DEVELOPERS  
LIMITED PARTNERSHIP, an Indiana  
Limited Partnership~~

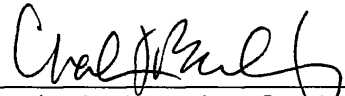
~~BY: \_\_\_\_\_~~

~~CR PERIPHERAL DEVELOPERS, an Indiana  
General Partnership~~

~~BY: \_\_\_\_\_~~

("Colorado Partnership")

140TH AND CENTER PARTNERSHIP, a  
Colorado General Partnership,  
BY: EQUITY 140TH OMAHA VENTURE, a  
Colorado General Partnership,  
General Partner  
BY: BETAWEST PROPERTIES, INC.,  
General Partner

BY:   
Charles Berling, Vice President

BY: NDC COLORADO, a Nebraska General  
Partnership, General Partner

BY:   
Harlan Noddle, General Partner

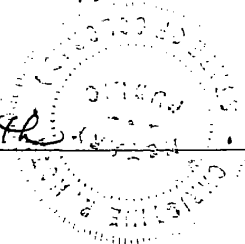


STATE OF COLORADO )  
City and COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me on May 22, 1989, by Charles Berling, as Vice President of Betawest Properties, Inc., a Colorado corporation, General Partner of Equity 140th Omaha Venture, a Colorado general partnership, General Partner of 140th and Center Partnership, a Colorado general partnership, on behalf of said corporation and partnerships.

Witness my hand and official seal.

Christine Roth  
Notary Public



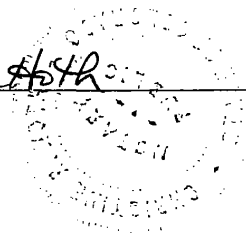
My commission expires 6/7/89

STATE OF ~~NEBRASKA~~ COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on May 24, 1989, by Harlan Noddle, General Partner of NDC Colorado, a Nebraska general partnership, General Partner of 140th and Center Partnership, a Colorado general partnership, on behalf of said partnerships.

Witness my hand and official seal.

Christine Roth  
Notary Public



My commission expires 6/7/89

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Jerome L. Gershman and Randolph L. Foxworthy, Vice-President and Secretary respectively, of CS RETAIL DEVELOPERS, INC., an Indiana Corporation, General Partner of CENTER-SIMON RETAIL DEVELOPERS LIMITED 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 Partnership.

WITNESS my hand and notarial seal this 25<sup>th</sup> day of May, 1989.

*Christine Neidenberger*  
CHRISTINE NEIDENBERGER, Notary Public  
County of Residence: Marion  
My Commission Expires March 27, 1993

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Jerome L. Gershman and Randolph L. Foxworthy, Vice-President and Secretary respectively, of CS PERIPHERAL DEVELOPERS, INC., an Indiana Corporation, General Partner of CENTER-SIMON PERIPHERAL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, General Partner of CR PERIPHERAL DEVELOPERS, an Indiana General Partnership, who executed the foregoing instrument on behalf of the Partnership.

WITNESS my hand and notarial seal this 25<sup>th</sup> day of May, 1989.

*Christine Neidenberger*  
CHRISTINE NEIDENBERGER, Notary Public  
County of Residence: Marion  
My Commission Expires March 27, 1993

LEGAL DESCRIPTION: "NEBRASKA PARTNERSHIP LAND"

All of Lots 5 thru 11 inclusive, Omaha Industrial Foundation No. 4, a Replat of Lot 13, together with that part of Lot 3, Omaha Industrial Foundation No. 4, a Replat of Lot 13, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 3, said corner being on the Northerly right-of-way line of Westfield Street (as platted and recorded); thence N61,19'37"W (platted bearing), along the southerly property line of said Lot 3, a measured distance of 467.40 feet to the Southwest corner of said Lot 3; thence N31,41'14"E (platted bearing), along the Westerly property line of said Lot 3, a measured and platted distance of 119.68 feet to a point; thence N01,02'14"E (platted bearing), along said Westerly property line of Lot 3, a measured and platted distance of 165.87 feet to the Northwest corner of said Lot 3; thence N88,41'55"E (platted bearing), along the Northerly property line of said Lot 3 (also the Southerly right-of-way line of West Center Road as platted and recorded), a distance of 241.06 feet to a point on line 10 feet Westerly of and parallel to the Easterly property line of said Lot 3; thence along a line 10 feet Westerly of and parallel to the Easterly property line of said Lot 3 on the following courses: 1) S-01,18'05"E a distance of 289.04 feet; 2) N88,38'52"E a distance of 18.02 feet;

3) S01,24'13"E a distance of 15.00 feet; 4) on a curve to the left, said curve having a radius of 198.89 feet, a long chord of 109.26 feet bearing S17,21'45"E and an arc length of 110.68 feet; 5) S33,12'28"E a distance of 99.68 feet to a point on the northerly right-of-way line of said Westfield Street; thence S55,42'53"W (measured bearing), along said right-of-way line of Westfield Street, a measured distance of 10.83 feet to the point of beginning.

LEGAL DESCRIPTION: "COLORADO PARTNERSHIP LAND"

All of Lot 4, Omaha Industrial Foundation No 4, a Replat of Lot  
13.

## LEGAL DESCRIPTION

Lot 12, in OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 4, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, except that part more particularly described as follows:

Commencing at the Southeast corner of said Lot 12; thence North 89°59'32" West (assumed bearing) along the lot line between Lots 11 and 12, a distance of 374.83 feet to the True Point of Beginning; thence continuing North 89°59'32" West along the said property line between Lots 11 and 12, a distance of 93.10 feet to the Southwest corner of said Lot 12, said corner being located on the Easterly right-of-way line of 140th Street; thence North 29°03'26" East along the said right-of-way and Westerly property line of said Lot 12, a distance of 41.49 feet to a point; thence continuing on said right-of-way and property line, on a curve to the left, said curve having a radius of 375.00 feet, a central angle of 29°13'56", a long chord length of 189.26 feet and an arc length of 191.33 feet to a point; thence South 00°14'19" East, a distance of 69.61 feet to a point; thence on a curve to the left, said curve having a radius of 462.50 feet, a central angle of 18°56'20", a long chord length of 152.18 feet and an arc length of 152.88 feet to a point on the South property line of said Lot 12 and the True Point of Beginning;

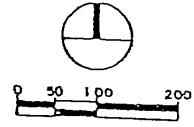
and;

That part of Lot 11, in OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 4, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 12; thence South 00°14'09" East (assumed bearing) along the East property line of said Lot 11, a distance of 126.66 feet to the Northwest corner of Lot 6; thence South 00°00'58" West along the said East property line of Lot 11, a distance of 40.34 feet to a point; thence South 61°39'01" West, a distance of 226.77 feet to a point; thence on a curve to the left, said curve having a radius of 537.50 feet, a central angle of 10°58'24", a long chord length of 102.79 and an arc length of 102.94 feet to a point; thence North 39°19'23" West, a distance of 62.31 feet to a point; thence on a curve to the right, said curve having radius of 462.50 feet, a central angle of 20°08'44", a long chord length of 161.78 feet and an arc length of 162.62 feet to a point on the said South property line of Lot 12; thence South 89°59'32" East along the said lot line between Lots 11 and 12, a distance of 374.83 feet to the Point of Beginning.

**A tract of land being part of Lot 4, Omaha Industrial Foundation No. 4, Replat I, a subdivision located in the Northwest Quarter (NW 1/4) of Section 36, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska. Said tract of land is more particularly described as follows:**

Commencing at the intersection of the Southerly right-of-way (ROW) line of West Center Road with the Easterly ROW line of 144th Street, said point also being the Northwesterly corner of said Lot 4; thence S00°00'00"E (assumed bearing) along said Easterly ROW line of 144th Street (also the Westerly property line of said Lot 4), a distance of 692.75 feet to the Point of Beginning; thence S66°33'38"E, a distance of 232.76 feet to a point on the Easterly property line of said Lot 4; thence S31°49'19"W, along said Easterly property line of Lot 4, a distance of 405.00 feet to the Southerly property corner of said Lot 4; thence N0°00'00"W, along said Easterly ROW line of 144th Street (also the Westerly property line of said Lot 4), a distance of 436.71 feet to the Point of Beginning, said tract contains 1.07 acres more or less.



WEST CENTER ROAD

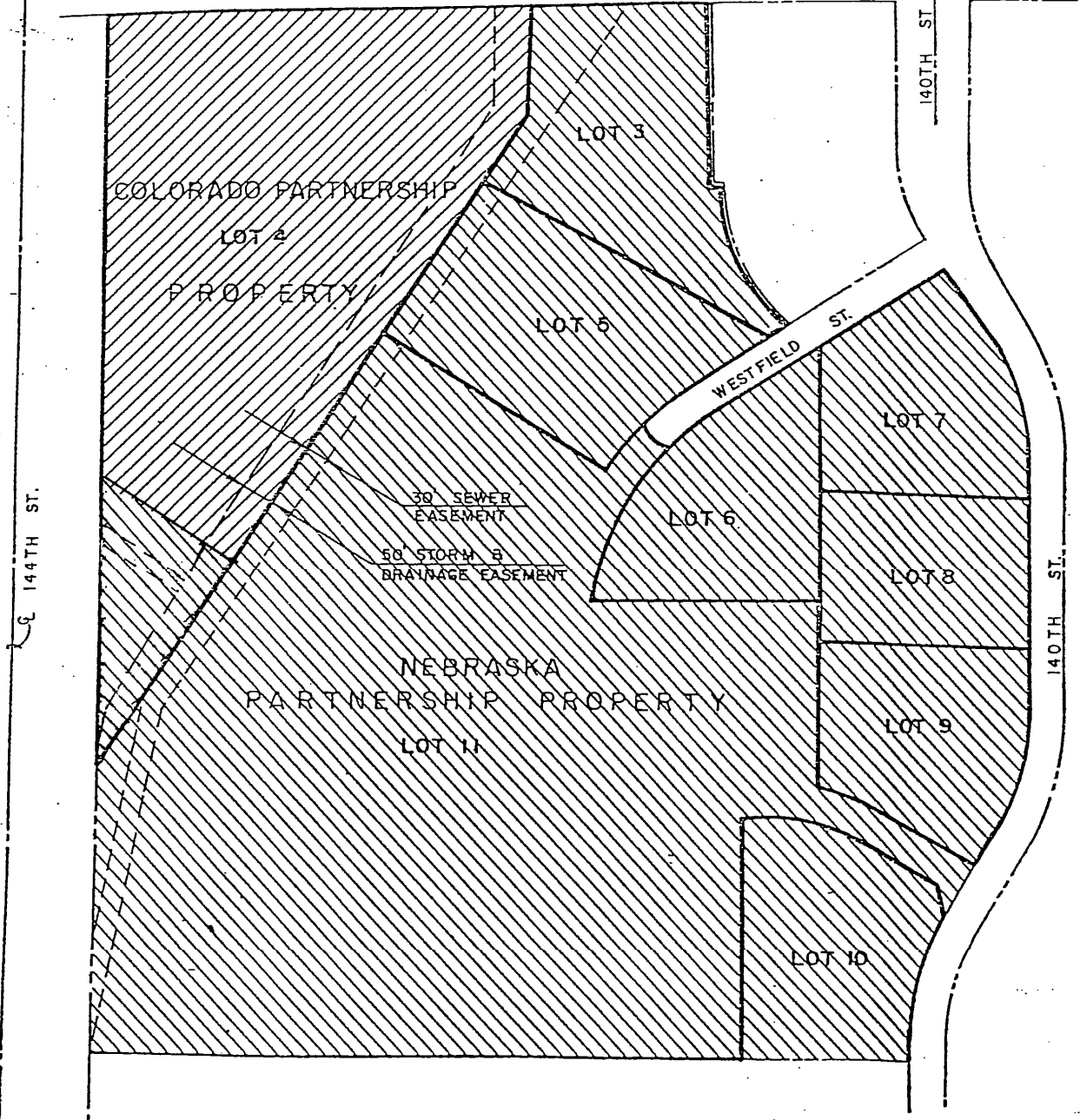


EXHIBIT "C-1"

Incorporated herein by this reference and made a part of this agreement are the Century Commerce Center Sanitary Sewer Repair and Reconstruction plans dated June 28, 1985, prepared by Lamp, Rynearson & Associates, Inc. under job number 840033-07 and consisting of four sheets.



## EASEMENT DESCRIPTION:

An ingress-egress easement located in the above described tract and more particularly described as follows:

Commencing at the Northwest corner of said Lot 4; thence S00°00'00"E along the East R.O.W. of 144th Street, a distance of 692.75 feet to the true Point of Beginning; thence continuing S00°00'00"W, along said R.O.W. line, a distance of 85.02 feet to a point; thence S66°33'38"E, a distance of 187.45 feet to a point on the Southeasterly property line of said Lot 4; thence continuing S66°33'38"E, a distance of 176.53 feet to a point on a curve; thence Northeasterly on a curve to the right, said curve having a radius of 349.51 feet, a long chord bearing N32°59'14"E with a chord length of 85.71 feet and an arc length of 85.93 feet to a point of compound curve; thence Northeasterly on a curve to the right, said curve having a radius of 650.12 feet, a long chord bearing N50°25'55"E with a chord length of 234.76 feet and an arc length of 236.05 feet to a point; thence N58°10'41"W, a distance of 251.30 feet to a point on the Southeasterly property line of said Lot 4; thence S31°49'19"W along the Southeasterly line of said Lot 4, a distance of 30.00 feet to a point; thence S58°10'41"E, a distance of 195.86 feet to a point on a curve; thence Southwesterly on a curve to the left, said curve having a radius of 686.12 feet, a long chord bearing S48°12'41"W with a chord length of 195.28 feet and an arc length of 195.94 feet to a point of compound curve; thence Southwesterly on a curve to the left, said curve having a radius of 385.51 feet, a long chord bearing S38°44'08"W with a chord length of 17.42 feet and an arc length of 17.42 feet to a point; thence N66°33'38"W, a distance of 140.16 feet to a point on the Southeasterly line of said Lot 4; thence continuing N66°33'38"W, a distance of 232.76 feet to the Point of Beginning, said tract of line contains 1.032 Ac (44,974 SF) more or less.

EXHIBIT E

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TRACT NO. \_\_\_\_\_  
PROJECT \_\_\_\_\_  
LEGAL OWNER \_\_\_\_\_

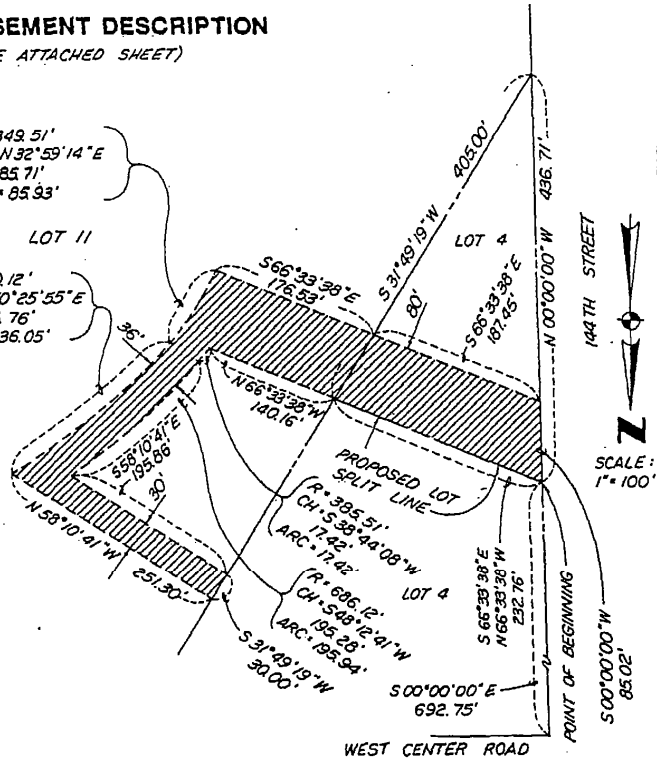
**TRACT DESCRIPTION**  
(SEE ATTACHED SHEET)

**EASEMENT DESCRIPTION**  
(SEE ATTACHED SHEET)

$R = 349.51'$   
 $CH = N32^{\circ}59'14" E$   
 $85.71'$   
 $ARC = 85.93'$

LOT 11

$R = 650.12'$   
 $CH = N50^{\circ}25'55" E$   
 $234.76'$   
 $ARC = 236.05'$



**LEGEND**  
[Hatched Box] PERMANENT EASEMENT

REVISED 5-25-89

EXHIBIT E-1