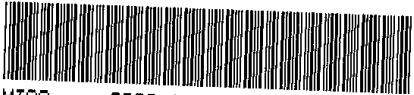




BK 1442 PG 370-385



MISC 2002 12545

RICHARD H. TAKECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 MAY 30 PM 3: 04

RECEIVED

[Store #7272]

SEC 132nd & Center
Omaha, NE

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn: Barbara Byrne

This Instrument Prepared by:
Daniel B. Perlin
200 Wilmot Road, Deerfield, Illinois 60015

misc

16
1

FEE	<u>80.50</u>	FB	<u>67-23580</u>
BKP	_____	C/O	_____
DEL	_____	SCAN	<u>IR</u>
		FV	_____

MEMORANDUM OF LEASE

By this Memorandum of Lease ("Memorandum") made the 14th day of May, 2002, by and between MONTCLAIR INVESTMENT II CO., a Nebraska general partnership, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant,"

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for an Initial Term (as defined in Article 3 hereof) and a term commencing May 1, 2003, and continuing to and including April 31, 2078, as such dates shall be adjusted pursuant to Article 3 herein and subject to prior termination as hereinafter provided, the premises to include both the real property and a building and other improvements located at the southeast corner of 132nd Street and West Center Road, in the City of Omaha, County of Douglas, State of Nebraska, together with all improvements, appurtenances, easements and privileges belonging thereto ("Leased Premises"). The Building to be erected and completed by Landlord shall include not less than 112 feet of frontage along West Center Road and not less than 135 feet of depth, being an area containing approximately 15,120 square feet of first floor area. Such Leased Premises is part of the Montclair Shopping Center located at the above-described corner, as legally described in Exhibit "B" hereto attached and made a part hereof, hereinafter collectively referred to as the "Shopping Center". The Shopping Center (including the Leased Premises) together with all improvements, appurtenances, easements and privileges belonging thereto shall be as shown on the site plan(s) attached hereto and made a part hereof as Exhibit(s) "A-1", "A-2" and "A-3" (collectively, the "Site Plan").

For purposes of this Memorandum, Tenant shall pay a rent of One Dollar (\$1.00) per year.

Said Lease bearing even date herewith and between the parties hereto contains, among others, the following provisions:

CONSTRUCTION (Article 5)

“(a)..... Any parapet wall and/or facade of the portion of the Building, if applicable, shall be at least as high as the parapet wall and/or facade of all other premises within the Restricted Building Areas defined in Article 7(a)(2)(ii) hereinbelow.”

COMMON AREA/TENANT'S EXCLUSIVE PARKING AREAS

“(a) (1) Fifty-seven (57) particular parking spaces within the Shopping Center's parking Areas designated on the Site Plan (Exhibit "A-2") shall be for the exclusive use of Tenant and Tenant's customers, employees, invitees, successors, assigns and sublessees ("Tenant's Exclusive Parking Area"). Tenant's Exclusive Parking Area shall be for the exclusive use of Tenant and Tenant's customers, employees, invitees, successors, assigns and sublessees. Other than Tenant's Exclusive Parking Areas, all other portions of the Parking Areas (defined hereinbelow) shall be for the free and exclusive use of customers, invitees and employees of Tenant and other occupants of said Shopping Center, subject to any applicable Permitted Exceptions. Tenant shall not permit or allow any use of the parking and drive portions of the Leased Premises to be used for any use other than parking and access. Tenant shall have the right hereunder to erect and/or remove signage, from time to time, adjacent to such exclusive parking spaces indicating such parking exclusivity, and Tenant is hereby authorized to enforce such exclusive parking right through towing and other means. Landlord covenants that at all times during the continuance of this Lease, Landlord shall maintain, repair, replace, clean, landscape, promptly remove snow and ice from, supervise (including the use of security personnel to the extent that such personnel are necessary) and keep available for use by tenant all portions of the Shopping Center's parking areas, including Tenant's Exclusive Parking Area, and all paved driveways within the Shopping Center, and also adequate service and receiving areas, sidewalks, curbs, roadways and other facilities appurtenant thereto (collectively, the "Parking Areas").....

[A]s part of Landlord's construction obligations under this Lease, Landlord shall install lighting standards and fixtures within the parking areas of the Premises in accordance with Articles 4 and 5 hereof. Such light standards and fixtures shall be connected to electrical power serving the Leased Premises so that Tenant shall have control over such lighting; provided, however, that such light standards and fixtures serving the Leased Premises shall be metered separately from electrical power serving the rest of the Leased Premises ("Separate Leased Premises Parking Lot Lighting Meter"), and any extra initial construction/installation cost (including the cost of equipment, labor, inspections and all other related costs) incurred in such separate metering shall be allocated as provided in Article 9(b) below. The cost of electricity used by Tenant in the lighting of the parking areas within the Leased Premises (including those portions not within Tenant's Exclusive Parking Area) shall not be billed to nor paid by Tenant, but rather shall be billed to Landlord and included by Landlord in and deemed by Landlord to be part of CAM for which Tenant is to reimburse to Landlord Tenant's share in accordance with this Article 7. Tenant shall illuminate the parking

areas within the Leased Premises at least as long as the latest tenant in the Shopping Center is open for business. It shall be Landlord's obligation to adequately illuminate all other portions of the Shopping Center other than the Leased Premises. Such costs and expenses shall also be deemed to be part of CAM for which Tenant is to reimburse to Landlord Tenant's share in accordance with this Article 7.

In the event that Tenant remains open for business during hours or days that all or some of the other occupants of the Shopping Center are not also open for business, Landlord shall nonetheless provide all of the services described in this Article 7(a)(1) above, including, but not limited to, the illumination of the Parking Areas, including the Critical Access Areas (as defined in Article 7(a)(2)(ii) below), during such hours and days; provided, however, that in the event that Tenant's business hours extend beyond the hours of operation of the Shopping Center, Landlord shall be obligated to adequately light only those portions of the Critical Access Areas (as defined in Article 7(a)(2)(ii) below) not within the Leased Premises which provide access to 132nd Street and to West Center Road during such extended business hours. Landlord shall not be obligated hereunder to light that portion of the Critical Access Areas which provides access to 129th Street during such extended business hours. Whether the lighting of such portions of the Critical Access Areas (as defined in Article 7(a)(2)(ii) below) not within the Leased Premises which provide access to 132nd Street and to West Center Road shall also be connected to the Separate Leased Premises Parking Lot Lighting Meter or whether some other metering arrangement therefore shall be established is a matter to be resolved between the parties through the final Plan approval process described in Article 5 above; provided, however, that any extra initial construction/installation cost (including the cost of equipment, labor, inspections and all other related costs) incurred in connecting light standards and fixtures serving such portions of the Critical Access Areas (as defined in Article 7(a)(2)(ii) below) not within the Leased Premises which provide access to 132nd Street and to West Center Road to the Separate Leased Premises Parking Lot Lighting Meter or extra initial construction/installation cost (including the cost of equipment, labor, inspections and all other related costs) associated with some other arrangement relative to the metering of such lighting shall be allocated as provided in Article 9(b) below.

Notwithstanding anything contained in this Article 7 to the contrary, Tenant shall be responsible for its proportionate share of the cost of extended business hours lighting of the parking areas within the Leased Premises and also those portions of the Critical Access Areas (as defined in Article 7(a)(2)(ii) below) not within the Leased Premises which provide access to 132nd Street and to West Center Road and of the Leased Premises ("Extended Business Hours Lighting Cost"). The Extended Business Hours Lighting Cost shall be part of CAM. Such Extended Business Hours Lighting Cost shall be the total electrical cost metered on the Separate Leased Premises Parking Lot Lighting Meter (and also any other meter measuring extended hours lighting for those portions of the Critical Access Areas (as defined in Article 7(a)(2)(ii) below) not within the Leased Premises which provide access to 132nd Street and to West Center Road, as applicable) during such period of time. The Extended

Business Hours Lighting Cost is to be allocated amongst those tenants in the Shopping Center open during "Extended Business Hours" (for purposes hereof such hours shall be deemed to be 11:00 p.m. through 7:00 a.m.) on a pro rata basis calculated as follows: Tenant's Share of the Extended Business Hours Lighting Cost shall be a fraction, the numerator of which shall be result of the square foot floor area of the Building multiplied by the number of hours Tenant is open for business during such extended Business Hour period (e.g. if Tenant is open until 2:00 a.m., then this will be considered 3 hours of Extended Business Hour time) (the "Extended Business Hour Factor"), and denominator of which shall be the total sum of the Extended Business Hour Factor for each respective tenant in the Shopping Center who is open during the Extended Business Hour Period."

"(2) (ii) There shall be no changes in the grade elevations within the Leased Premises and those specific areas of the Shopping Center identified on the Site Plan (Exhibits "A-2" and "A-3") as "Critical Access Areas" which exceed five percent (5%), and the Leased Premises and such Critical Access Areas shall be suitably paved and drained. There shall be no steps or ramps (except to accommodate the handicapped) in the sidewalks within the Leased Premises except as shown on the Site Plan. All buildings within those specific areas within the Shopping Center indicated on the Site Plan (Exhibit "A-3") ("Restricted Building Areas") shall be one (1) story in height, and shall not exceed a maximum height of twenty-two feet (22') from grade level, and no buildings or other structures shall be erected within the Restricted Building Areas except as indicated on the Site Plan (Exhibit "A-3"). There shall be no alterations or additions made to the Leased Premises or to the Critical Access Areas, no additional areas added to the Building and no additional stories added to any building within the Restricted Building Areas without first obtaining Tenant's express written consent, which consent may be granted or denied in Tenant's sole discretion. Automobile traffic aisles within the Leased Premises and the Critical Access Areas shall run in directions shown on the Site Plan ("Exhibit "A-3")."

"(b) No tenant within the Shopping Center (including Tenant) shall at any time interfere with the rights of Landlord, other tenants, their employees, agents, customers and invitees, to use any part of the Parking Areas or other common areas. No fliers shall be placed by any tenant within the Shopping Center (including Tenant), its agents or employees, on vehicles in the Parking Areas or other common areas of the Shopping Center without the prior written consent of Landlord. Landlord shall enforce such regulations on behalf of Tenant and other tenant's of the Shopping Center, and a failure to so enforce with respect to violations thereof occurring within the Leased Premises shall be actionable by Tenant under Article 17 hereinbelow."

EXCLUSIVES (Article 8)

"(a) (1) Landlord covenants and agrees that during the Term and any extensions or renewals thereof, no portion of the Shopping Center other than the Leased Premises nor any additional property which Landlord, directly or indirectly, may now or hereafter own or

control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of the Leased Premises (the "Landlord's Property"), will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and/or beauty aids and/or drug sundries (except that no more than three hundred (300) square feet of combined sales or display area may be devoted to the incidental sale of such health and/or beauty aids and/or drug sundries); (iv) the operation of a business in which photo finishing services and/or photographic film are offered for sale (except that the sale of photographic film is not hereby restricted to the extent such sale is incidental to a business); (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale (except that no more than three hundred (300) square feet of combined sales or display area may be devoted to the incidental sale of such greeting cards and/or gift wrap); (vi) the operation of a business in which prepackaged food items for off premises consumption are offered for sale (except that the sale of such food items is not hereby restricted to the extent such sale is incidental to a business not otherwise prohibited under this Lease); and (vii) the operation of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any office use (except incidental to a retail use), a restaurant, or any use which creates a nuisance. Notwithstanding the foregoing, a cocktail lounge, bar, children's play or party facility, educational or training facility, restaurant and/or any office use shall be permitted in those specific areas within the Shopping Center indicated on the Site Plan ("Exhibit "A-3") ("Permitted Use Area(s)") [except that only two (2) restaurants (one of which may be a bar or tavern), each not to exceed 1,600 square feet in size, shall be permitted within the first floor of any building area labeled the "Restaurant Restricted Area" on the Site Plan ("Exhibit "A-3"); provided, however, that only one such restaurant within the Restricted Restaurant Area shall be permitted to sell or serve alcoholic beverages at any given time, and the existing bar located within such Restricted Restaurant Area as of the execution date of this Lease shall be counted towards such restriction]. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the

Shopping Center or separated from the Shopping Center only by a public or private street, alley or right-of-way. In the event of any conflict between the provisions of Article 1 above and the provisions of this Article 8, the provisions of this Article 8 shall control.

If at any time hereafter, Landlord should directly or indirectly own or control that parcel labeled "Corner Adjacent Parcel" on Exhibit "A-3" (or any portion thereof), then such Corner Adjacent Parcel (or portion thereof) shall thereafter be deemed part of the Permitted Use Area.

(2) Notwithstanding the foregoing, the exclusive use restrictions contained in subparagraphs (iii), (iv), (v), and (vi) shall not apply to incidental sales by any other Shopping Center tenant occupying at least thirty thousand (30,000) square feet.

(3) Notwithstanding the foregoing, the above restrictions of this Section 8(a) shall not apply to the operation of those businesses in the Shopping Center listed on Exhibit "F" attached hereto and incorporated herein, operating under a lease in existence prior to the date of this Lease or any extension or renewal thereof (with the same tenant), or to a business operating within adjacent or contiguous property to which Landlord might hereafter acquire title, then operating under a pre-existing lease or any extension or renewal thereof (with the same tenant); provided, however, (i) Landlord shall not amend any such existing lease so as to allow the operation of a business in violation of the foregoing exclusive use restriction, such as by way of example and without limitation, amending any existing use and/or assignment or subletting provisions contained in such leases and, provided further, (ii) that if Landlord has the right to withhold consent to any assignment or sublet under any such existing lease, Landlord will not consent to any assignment or sublet under any such lease to a use in violation of the foregoing exclusive use restrictions. Landlord shall enforce any use provisions contained in any such existing lease which prohibit or restrict such tenant from operating a business in violation of the foregoing exclusive use restrictions; in the event Landlord shall fail or refuse to so enforce any such use provision, Tenant shall be deemed to have been assigned Landlord's right to enforce such use provision and all costs incurred by Tenant in the event of such enforcement (including without limitation attorneys' fees and costs) shall be reimbursed to Tenant from Landlord."

SIGNAGE (Article 11)

"(d) No freestanding, monument and/or pylon signs erected within the Shopping Center shall: (i) prevent or restrict Tenant from maintaining its freestanding monument signs described in Section (c) above, or (ii) obstruct the visibility of said Tenant's freestanding monument signs from adjacent streets and roads."

CASUALTY (Article 14)

“(c) If any portion of the Shopping Center other than the Building shall be damaged or destroyed by fire or other casualty and neither Articles 14(a)(2) or 14(b) above apply, then Landlord at Landlord's option, forthwith and with due diligence, shall either (i) repair or restore (or cause the repair or restoration of) said damaged portion of the Shopping Center to its condition immediately prior to such damage or destruction, (ii) erect (or cause to be erected) similar buildings and improvements in such locations or (iii) remove (or cause to be removed) the debris resulting from such event, demolish the damaged portion of the buildings and restore the damaged areas to a safe and clean condition.”

RIGHT OF FIRST REFUSAL (Article 26)

“(a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises, or a portion thereof, at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (Attn.: Law Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article). In submitting the Bona Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises, or applicable portion thereof, from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within twenty-one (21) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises, or the applicable portion thereof, at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises, or said applicable portions, to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises, or the applicable portion thereof, to Tenant by warranty deed. Failure of Tenant to so notify Landlord within said twenty-one (21) days shall be deemed a waiver thereof as to that particular Bona Fide Offer. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises, or portion thereof, shall be reduced by (i) an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises, or applicable portion thereof, were sold pursuant to a Bona Fide Offer; and (ii) the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises, or portion thereof, made in the absence of full satisfaction of this Article shall be void. Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief. Notwithstanding the foregoing, this Article shall have

no application to, and Tenant shall have no right of first refusal in connection with, any voluntary sale by deed in lieu of foreclosure or involuntary sale, conveyance or other involuntary transfer of the Leased Premises to Landlord's first priority mortgagee, whether pursuant to sheriff's sale, trustee's sale, deed in lieu of foreclosure, or other judicial or non-judicial foreclosure proceedings authorized by law; provided, however, that any subsequent sale, conveyance or transfer of the Leased Premises by such mortgagee or any purchaser or transferee of such mortgagee shall then be subject to this Article and Tenant's right of first refusal contained herein (during the continuance of the Term of this Lease). Notwithstanding the foregoing, this Article shall have no application to, and Tenant shall have no right of first refusal in connection with, the sale of the Leased Premises in the event that the Leased Premises is sold together with the Adjacent Parcel.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Article shall be binding upon the heirs, successors and assigns of Landlord."

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Douglas County, Nebraska, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

Tenant:

WALGREEN CO.

Landlord:

MONTCLAIR INVESTMENT II CO.

BY: The Silverman Children's Trust,
General Partner

DBP

By: William A. Shiel
Vice President

By: Theodore M. Seldin

Name: Theodore M. Seldin

Title: Trustee

Witnesses:

Daniel B. Perin
Print Name: Daniel B. Perin

Janet Rubenstein
Print Name: Janet Rubenstein

Witnesses:

Cindy M. Wise
Print Name: Cindy M. Wise

Marilyn Watson
Print Name: Marilyn Watson

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

Before me, a notary public qualified for said county, personally came William A. Shiel, Vice President of WALGREEN CO., an Illinois corporation, known to me to be the Vice President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on May 3, 2002.

Charles Kaufman
Notary Public

My commission expires 10/20, 2004.



STATE OF NEBRASKA)
)SS
COUNTY OF Douglas)

Before me, a notary public qualified for said county, personally came Theodore M. Seldin, Trustee of The Silverman Children's Trust, General Partner, Manager of MONTCLAIR INVESTMENT II CO., a Nebraska general partnership, known to me to be the General Partner and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said general partnership.

Witness my hand and notarial seal on May 20, 2002.



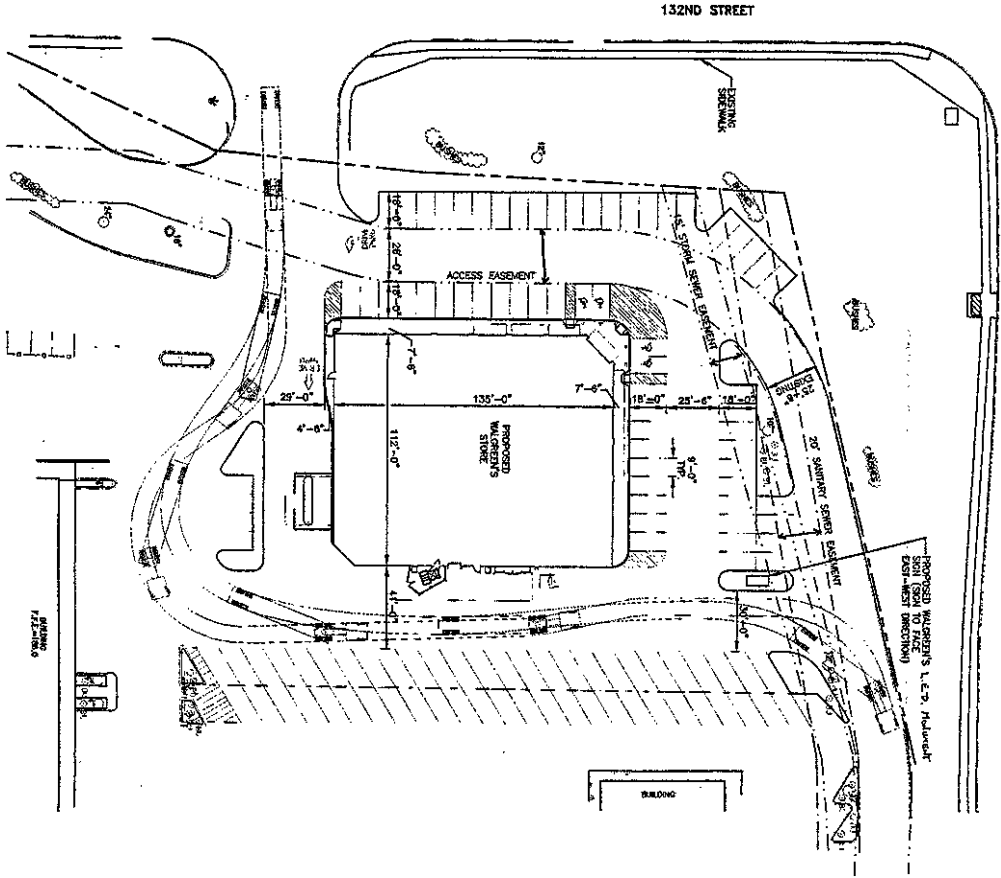
Cindy M. Wiese
Notary Public

My commission expires 9-5, 2005.

Exhibit "A-1"

WALGREENS - MONTCLAIR SHOPPING CENTER

WEST CENTER ROAD



SHEET INDEX

1 OF 7	SITE PLAN
2 OF 7	EROSION CONTROL PLAN
3 OF 7	GRADING & EROSION CONTROL PLAN
4 OF 7	UTILITY SERVICE PLAN
5 OF 7	STORE DESIGN PLAN
6 OF 7	PARKING SPOT ELEVATION PLAN
7 OF 7	PAVING GEOMETRIC PLAN



GENERAL NOTES

- CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
- LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE SET (OR ADJUSTED) BY WORK BEFORE CONSTRUCTION. THE CONTRACTOR SHALL FIELD PERFORMANCE INSPECTOR ANY DISCREPANCIES BETWEEN HIS SURVEILLANTS AND THESE PLANS.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. HOWEVER, THE CONTRACTOR IS REQUIRED TO LOCATE ALL KNOWN UTILITIES TO PROTECT AIR EXHAUSTING UNITS OR STRUCTURES LOCATED AT THE WORK SITE. A 1-800-451-5858 IN ADVANCE OF ANY COMMENCEMENT OF WORK. A COPY OF THE LOCATION OF UTILITIES AND INFORMATION OF COMMENCEMENT OF WORK.
- BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL TAKE EXTENSIVE CONSTRUCTION TO FIELD RESOURCES TO PLANS IF RESOURCES ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- CONTRACTOR IS REQUIRED TO OBTAIN PRELIMINARY PERMITS TO PROTECT THE SHOWN UTILITIES AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT INDICATED ON THESE PLANS.
- ALL DESIGNER PROPOSED SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (FEDERAL REGISTRY/ADA, 28 CFR 119/11922) AND RESOLUTIONS.
- ALL DIMENSIONS ARE FROM BACK OF CURB WHERE APPLICABLE.

BENCH MARKS

- FINISHED FLOOR ELEVATION OF EXISTING BUILDING SOUTH OF PARK LOWER LEVEL, AS PER DRAWING E.D.V. 1690

General Notes

- Site grading is subject to Walgreens approval. Submittals for grading to be submitted to Walgreens prior to construction.
- Provide paved-to-paved concrete barrier type protection around perimeter throughout, heavy duty at all truck travel areas.
- Provide concrete filled pipe columns as required by landscape plan and approved.
- Landscaping provided to the site.
- Provide landscape irrigation system at all landscaped areas. Coordinate location of controls with lighting and conform to Walgreens criteria and is subject to Walgreens approval.

Drawn 4/19/22

FACILITIES
APR 15 2022

<p>SHEET 1 OF X</p>	<p>SITE PLAN</p> <p>WALGREEN'S # 7272 132ND STREET & W. CENTER ROAD OMAHA, NE.</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p>OLSSON ASSOCIATES ENGINEERS & PLANNERS - COMMERCIAL BUILDINGS 1111 LEXINGTON - SUITE 1000 - OMAHA, NE 68103 TEL: 402-491-7800 FAX: 402-491-7801</p>
	NO.	DATE	DESCRIPTION												
<p>2002</p>	<p>APR 15 2022</p>														



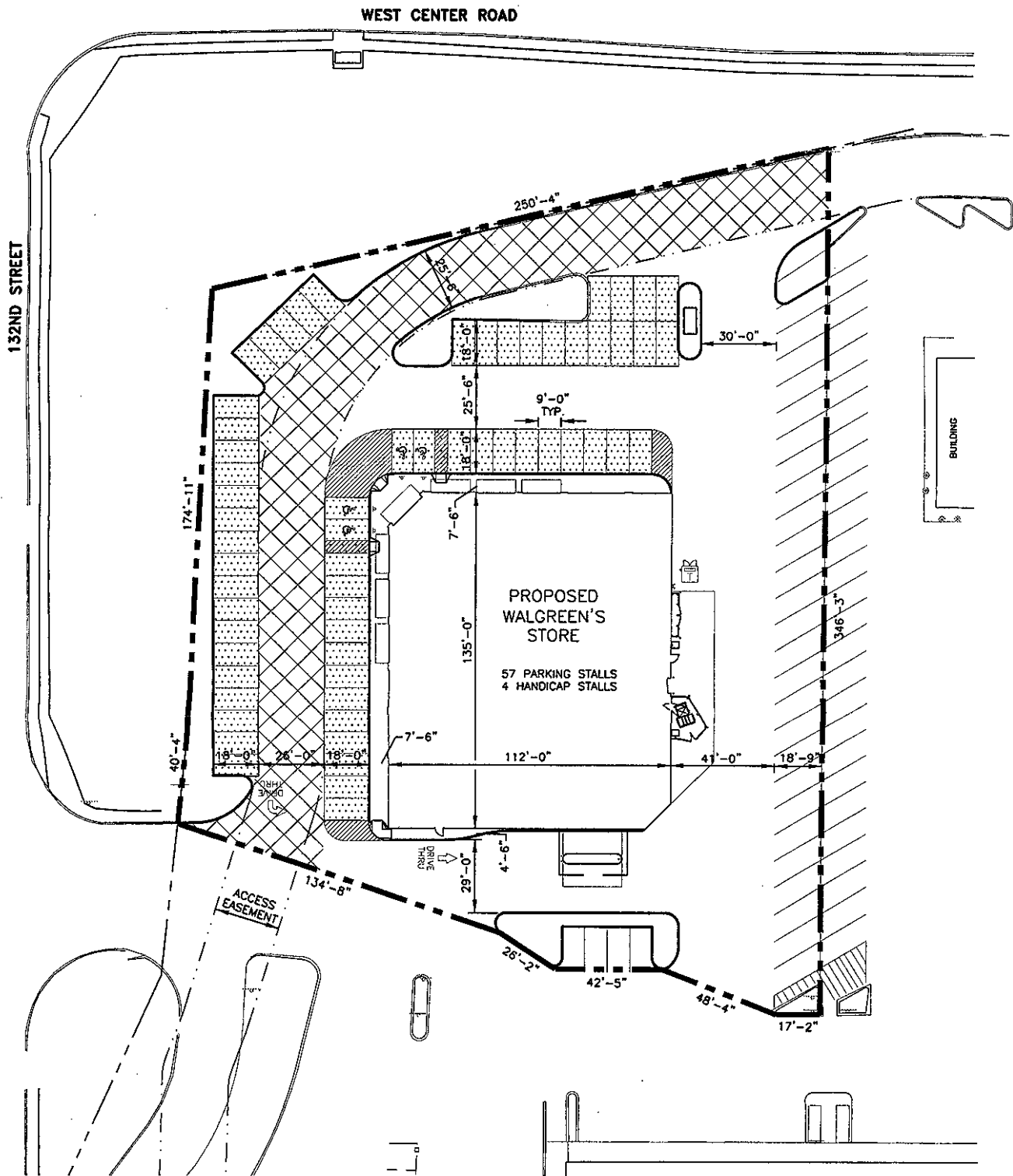
- LEASED PREMISES**
-  **TENANT'S EXCLUSIVE PARKING**
-  **CRITICAL ACCESS AREA**

EXHIBIT
A-2



**LEGAL DESCRIPTION
OF LEASED PREMISES**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, BLOCK 1, WESTWOOD HEIGHTS 15TH ADDITION, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 76 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 250.30 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS WEST, A DISTANCE OF 346.27 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST, A DISTANCE OF 17.20 FEET; THENCE NORTH 68 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 48.33 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS WEST, A DISTANCE OF 42.40 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 23 SECONDS WEST, A DISTANCE OF 26.13 FEET; THENCE NORTH 71 DEGREES 25 MINUTES 44 SECONDS WEST, A DISTANCE OF 134.69 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 05 DEGREES 47 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.33 FEET; THENCE NORTH 02 DEGREES 59 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 174.88 FEET TO THE POINT OF BEGINNING.



continuing North 30° 57' 06" West, 4.64 feet; thence North 89° 59' 16" West, 163.76 feet to the East right-of-way line of the frontage road; thence South 00° 00' 44" West along said East right-of-way line for 3.98 feet; thence South 89° 59' 16" East for 166.18 feet to the true Point of Beginning.

and further except;

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being of 530.00 feet), 160.34 feet to a point of tangency; thence South 89° 54' 16" West on the Northerly right of way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet; thence North 30° 57' 06" West, 54.36 feet to the point of beginning; thence continuing North 30° 57' 06" West, 82.05 feet; thence North 89° 59' 16" West, 120.00 feet; thence South 0° 0' 44" West, 70.36 feet; thence South 89° 59' 16" East, 162.22 feet to the Point of Beginning.

and further except;

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly R.O.W. line of Augusta Avenue; thence Northwesterly along said Northerly R.O.W. line of Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34 feet; thence S 89° 54' 16" W on the Northerly R.O.W. line of said Augusta Avenue for 675.54 feet; thence continuing on said Northerly R.O.W. line of Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet; thence N 30° 57' 06" W for 51.41 feet to the true point of beginning; thence N 30° 57' 06" W for 2.95 feet; thence N 89° 59' 16" W for 162.22 feet to the East R.O.W. line of the frontage road; thence S 0° 00' 44" W along said East R.O.W. line for 2.25 feet; thence S 89° 59' 16" E for 163.76 feet to the true point of beginning.

EXHIBIT "B"

LEGAL DESCRIPTION

Lot 1, Block 1, in WESTWOOD HEIGHTS 15th ADDITION, an Addition to the City of Omaha, Douglas County, Nebraska, except that part described in Plat and Dedication filed July 10, 1969 in Book 478 at Page 265 of the Miscellaneous Records of Douglas County, Nebraska, together with those parts of vacated 132nd Street frontage road and vacated West Center Road frontage road adjacent to said Lot 1, all except those parcels described as follows:

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly along the Northerly right of way line of said Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34 feet; thence South 89° 54' 16" West on the Northerly right of way line of said Augusta Avenue for 675.54 feet; thence continuing on said Northerly right of way line of Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet to the True Point of Beginning; thence North 30° 57' 06" West for 46.77 feet; thence North 89° 59' 16" West for 166.18 feet to the East right of way line of the frontage road; thence South 00° 00' 44" West along said East right of way line for 15.30 feet; thence continuing on said East right of way line along a curve to the left (having a radius of 83.50 feet and long chord bearing South 16° 48' 55" East for 48.34 feet) an arc distance of 49.05 feet; thence continuing on said East right of way line along a curve to the right (having a radius of 116.50 feet and long chord bearing South 20° 31' 04" East for 52.91 feet) an arc distance of 53.37 feet; thence continuing on said East right of way line South 32° 31' 47" East for 20.09 feet to the Northerly right of way line of Augusta Avenue; thence Easterly on said Northerly right of way line along a curve to the left (having a radius of 190.00 feet and a long chord bearing North 61° 45' 39" East for 98.73 feet) an arc distance of 99.88 feet; thence continuing on said Northerly right of way line along a curve to the right (having a radius of 240.00 feet and long chord bearing North 55° 24' 50" east for 72.71 feet) an arc distance of 72.99 feet to the True Point of Beginning.

and except;

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly on the Northerly right of way line of Augusta Avenue on a curve to the left (radius being 530.00 feet), 160.34 feet to a point of tangency; thence South 89° 54' 16" West on the Northerly right of way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet; thence North 30° 57' 06" West, 46.77 feet to the True Point of Beginning; thence