

DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

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DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 10 day of August, 1983, by Ambrose-Kornfeld Development Associates, Ltd., a Colorado limited partnership, of which the general partners are Irwin H. Kornfeld, H. Lee Ambrose, and John Koslosky, whose mailing address is 1165 South Pennsylvania, Denver, Colorado 80210 ("First Party") and Albertson's, Inc., a Delaware corporation ("Albertson's").

I. PRELIMINARY

1.1 Definitions:

(a) "Building Area": That area shown as Building Area on Exhibit "A".

(b) "Common Area": All those areas on each Parcel which are not Building Areas together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or cannot under the terms of this Declaration be used for buildings in order to retain the respective Common Area requirements set forth in Section 2.3.

(c) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(d) "Parcel": Parcel 2, 3, 4 or 5.

(e) "Prime Lessee": A leaseback lessee of a Parcel, its successors and assigns, but does not include sublessees, licensees or concessionaires of a Prime Lessee.

(f) "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

(g) "Shopping Center": Parcels 2, 3, 4 and 5 collectively. Parcel 1 is not a part of the Shopping Center.

1.2 Parties: First Party is the owner of Parcels 3, 4 and 5; and Albertson's is the owner of Parcel 2. The Parcels are located at the northwest corner of the intersection of 76th Street and Dodge Street, in the City of Omaha, County of Douglas, State of Nebraska, are more particularly described on Schedule I attached hereto and are shown on the Exhibit "A" attached hereto.

1.3 Purpose: The above owners plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas, provided, however, canopies and roof overhangs (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. All the foregoing must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities sharing jurisdiction. All Building Areas on which buildings are not under construction on the date Albertson's opens its building on Parcel 2 for business shall be covered by one inch asphalt dust cap and kept weed free and clean at the owner's sole expense until such time as buildings are constructed thereon.

2.2 Common Area: The Common Area may be used for vehicular driving, parking (except that there shall be no double-deck parking), pedestrian traffic, directional signs, sidewalks, walkways, and landscaping and for no other purposes unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area except pylon and directional signs, as provided in Article IV, paving, bumper guards or curbs, landscape planters, lighting standards, and, to the extent that they do not impede access to the rear or sides of buildings, loading docks, trash enclosures (with all trash being hidden from view from the parking areas), bottle storage areas and other service facilities. The Common Area shall be improved, kept and maintained as provided for in that certain Common Area Maintenance Agreement among the parties covering the Shopping Center. Following the construction of any portion of the Common Area improvements, the sizes and arrangements of the Common Area improvements, including without limitation service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas together with necessary planting, may not be changed without the written consent of the owners of Parcels 2, 3, 4 and 5.

2.3 Common Area Requirements: The Common Area for the Shopping Center shall not be less than three (3) times the square footage of floor area contained in all buildings (but excluding mezzanines therein) allowed to be built on the Shopping Center. There shall be provided on the Shopping Center parking for not less than five (5) standard-sized American cars for each 1,000 square feet of floor area on the Shopping Center. It is understood that the areas designated Building Area for each Parcel on Exhibit "A" are only to show where buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. All portions of a Building Area which are not used for buildings shall be developed and maintained as Common Areas. In the event the Exhibit "A" shows a maximum square foot area for a Parcel less than that permitted in this Section, the maximum shown on the Exhibit "A" shall control.

2.4 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including without limitation signs and color) without the prior written approval of the owners of Parcels 2 and 3, as to the exterior design, color and elevations of the building to be constructed or modified. The standard signs of Albertson's (but not their successors and assigns) as they may exist from time to time and the opening, closing, or relocation of any door, however, shall not require approval. Before construction of any structures or any modification of existing structures which requires approval is commenced, sufficient information shall be sent to the owners whose approval is required to enable the owners to make a reasonable determination. No owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this paragraph. An owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if such owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproving. If an owner rejects or disapproves the proposal and fails to provide such explanation within the

thirty (30) day period, such owner shall be deemed to have approved same; provided that when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval will then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this paragraph is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building on the Shopping Center.

(d) All buildings shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No building on Parcels 4 or 5 shall exceed eighteen (18) feet in height excluding the mechanical equipment.

III. EASEMENTS

3.1 Ingress, Egress, and Parking: Each owner hereto, as grantor, hereby grants to the other owners for the benefit of the other owners, their respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants; and for the benefit of each Parcel belonging to the other owners as grantees, the right in common with each other of mutual nonexclusive ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the portion of the Common Area within the grantor's Parcels, except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities permitted by Section 2.3 above. These reciprocal rights of ingress and egress shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

3.2 Utility Lines: Each owner hereto, as grantor, hereby grants to the other owners, for the benefit of the other owners and their Parcels, non-exclusive easements under, through and across the Common Area of the

grantor's Parcel for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. In the event it is necessary for the owner of a Parcel to cause the installation of a storm drain, utility line or sewer across the Common Area of another Parcel after the initial paving and improving thereof, the other owners shall not unreasonably withhold the granting of an additional easement or easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use. At any time and from time to time the owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such owner, provided that any such relocation (a) shall be performed only after sixty (60) days notice of the owner's intention to undertake the relocation shall have been given to the owner of each Parcel served by the utility line or facility; (b) shall not unreasonably interfere with ~~or~~ diminish utility service to the Parcels served by the lines or facility; (c) shall not reduce or unreasonably impair the usefulness or function of the line or facility; (d) shall be performed without cost or expense to the owner or occupant of any Parcel served by the line or facility; and (e) the original and relocated area shall be restored to the original specifications.

3.3 Signs: Each owner, as grantor, hereby grants to the other owners, for the benefit of the other owners, easements under, through and across the Common Area for the purpose of installing and maintaining the free-standing pylon signs hereinafter referred to in Section 4.3 of this Declaration.

3.4 Building Encroachments: Each owner with respect to its Parcel hereby grants to the other owners for the benefit of the other owners and their respective Parcels, an easement for any portion of any buildings or structures on any Parcel which may encroach into or over an adjoining Parcel; provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet and the easement for

canopies, eaves, and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following a reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

IV. OPERATION OF COMMON AREA

4.1 Parking: There shall be no charge for parking in the Common Area without the prior written consent of the owners of Parcels 2, 3, 4 and 5, unless otherwise required by law.

4.2 Employee Parking: Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time by the prior written consent of the owners of Parcels 2, 3, 4 and 5. In the event employee parking areas are designated as provided herein, then employees of any owner, lessee, or other occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall employees park within 200 feet of the front of any building on Parcels 2 or 3. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or commercial establishment in the Shopping Center.

4.3 Signs: Two (2) free-standing pylon signs may be erected in the Shopping Center, one at the location designated as "Albertson's Pylon Sign" and the other at the location designated as "Center Pylon Sign" on Exhibit "A" hereto. Only Albertson's shall have a tenant designation on the pylon signs. Center designation may be placed on both the "Albertson's Pylon Sign" and the "Center Pylon Sign" subject to Albertson's prior written approval of Albertson's of the location, size and style of said designation, which approval shall not be unreasonably withheld. The cost of Albertson's signage shall be paid by Albertson's and the cost of the center designation signage and pylon shall be prorated based on parcel size to the parties hereto. Provided that the amount of Albertson's signage permitted by governmental entities is not adversely affected thereby, Parcels 4 and 5 shall each be allowed one monument sign subject to the prior written approval of Albertson's and the owner of Parcel 3 of the location, size and style of said signs, which approval shall not be unreasonably withheld. Parcels 4 and 5

shall each pay for all costs for their respective monument signs. The owner of Parcel 1 shall have the right to a sign at the location designated as "Parcel 1 Sign" on Exhibit "A" attached hereto provided it does not exceed eight (8) feet above grade, has five (5) feet of open clearance between grade and bottom of the sign, and does not exceed forty (40) square feet of sign face on each face. All costs of the sign shall be borne by the owner of Parcel 1. There shall be no other signs, except signs on buildings, in the Shopping Center.

4.4 Protection of Common Areas: Each owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by Section 3.1 to use the Common Area from using the Common Areas for ingress, egress and parking. Such steps shall include without limitation the construction of fences, walks or barricades along the boundary lines of any portion of the Shopping Center except along the Common boundary of any Parcel with any other Parcel.

V. RESTRICTIONS ON USE

5.1 Food and Drug Restrictions: No portion of Parcel 3, 4 or 5 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), a bakery (but not to include a donut shop), a delicatessen, nor for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

5.2 Shopping Center Restrictions: No part of the Shopping Center shall be used as a bowling alley, skating rink, bar, tavern, adult book store, gym, automotive repair facility, dance hall, billiard or pool hall, game parlor, massage parlor, warehouse, car wash or for the renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any motor vehicle or trailer, or for industrial purposes. However, one tires, batteries and accessories retail outlet shall be permitted on either Parcel 4 or Parcel 5, provided no outdoor storage is permitted.

5.3 Location Restrictions: No part of Parcel 3, 4 or 5 within two hundred (200) feet of the Building Area of Parcel 2 shall be used as a restaurant; medical, dental, professional or business offices; health spa,

fitness center or studio; training or educational facility; or entertainment facility.

5.4 Driveup and Drive Through Facilities: No restaurant, bank, or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless Albertson's has first given its written consent, which shall not be unreasonably withheld, to the drive lanes of such facility.

5.5 Mall Restrictions: There shall be no open or enclosed malls in the Shopping Center unless Albertson's has first given its written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

5.6 Severability: If any term or provision of this Article V or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Article V or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article V shall be valid and shall be enforced to the extent permitted by law.

VI. PARTY WALL

6.1 Party Wall: The east wall of the building located on Parcel 2, to the extent such wall is matched by a contiguous Building Area of Parcel 3 (approximately 70 feet) may be a common party wall for the buildings located on Building Areas within Parcels 2 and 3. The party wall shall be built only if First Party submits to Albertson's final and complete plans and specifications for its building indicating the use of a party wall on or before the date that Albertson's needs them to finalize its plans and specifications for its building. The party wall shall not delay Albertson's plans and specifications finalization. Any inconsistencies between Albertson's and First Party's plans and specifications shall be worked out to their mutual satisfaction as quickly as possible. If they cannot be worked out without delaying Albertson's finalization of its plans and specifications, then no party wall shall be constructed. First Party shall advise Albertson's in writing as soon as possible whether or not it plans on using a party wall. Albertson's hereby grants to First Party, and First Party hereby grants to Albertson's, an easement and the right to repair, maintain, and use said walls to support thereon the roof and the other walls of the adjoining buildings.

6.2 **Damage:** First Party and Albertson's shall be entitled to use the side of such party wall within its own premises as if such wall was a separate wall constructed for such premises so long as no damage shall be done to the other side of such wall. In the event that either party in utilizing such wall causes any damage to such wall, the party causing such damage shall repair such damage at no expense to the other party. The use and maintenance of the party wall by either party shall not unreasonably interfere with the use of the party wall by the other party.

6.3 **Casualty:** In the event all or any portion of the party wall is damaged or destroyed by fire or other casualty, either party shall have the right, but not the obligation, at its sole cost and expense, to restore the party wall to its original condition; provided, however, that if the other party shall thereafter make use of the party wall, then said party shall contribute to the cost and restoration of the party wall in proportion to said party's use of the party wall subject, however, to the right of either party to require a larger contribution pursuant to the provisions of Paragraph 6.2 or any rule of law regarding liability for negligent or willful acts or omissions.

6.4 **Modification:** Notwithstanding any other provisions of this Declaration, including without limitation the provisions of Paragraph 7.5, the provisions of this Article relating to party walls shall not be amended without the prior written consent of all parties holding an interest in the party wall.

6.5 **Costs:** First Party and Albertson's agree that, if the party wall is built, the costs of construction or reconstruction of the party wall and the foundations shall be split equally between First Party and Albertson's. For the initial construction, Albertson's shall have the party wall and its foundations broken out as a separate bid item under its building construction contract.

VII. GENERAL PROVISIONS

7.1 **Covenants Run With the Land:** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

7.2 **Successors and Assigns:** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Parcel, such owner shall thereupon

be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title.

7.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof and will continue in full force and effect thereafter so long as fifty percent (50%) or more of the allowable gross square footage of the maximum building area of the Shopping Center is used for the uses permitted under this Declaration except that each easement granted pursuant to this Declaration and the terms of Article VI Party Wall shall continue in perpetuity.

7.4 Injunctive Relief: In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Shopping Center and Albertson's as long as either of them are owners or occupants, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

7.5 Modification Provision: This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Prime Lessees and the owners of the Parcels containing ninety percent (90%) of the total square footage of existing buildings in the Shopping Center at the time of such modification or rescission, and then only by written instrument duly executed and acknowledged by all of the required owners and Prime Lessees, duly recorded in the office of the Recorder of Douglas County, Nebraska. No modification or rescission of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.

7.6 Method of Approval: Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one vote. The record owners and Prime Lessees of each Parcel shall agree among themselves and designate in writing to the record owners of each of the other Parcels a single person or entity who is entitled to cast the vote for that Parcel. In the event the record owners and Prime Lessees of any Parcel cannot agree who shall be

entitled to cast the single vote of that Parcel, that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary. In the event Albertson's sells Parcel 2 and becomes the Prime Lessee thereon, Albertson's is hereby appointed the entity to cast the vote or give the consent for Parcel 2 on behalf of the owner thereof so long as Albertson's is the Prime Lessee or has a leasehold estate in Parcel 2, anything in this Declaration to the contrary notwithstanding. No party shall have more than one vote, anything in this Declaration to the contrary notwithstanding.

7.7 Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

7.8 Breach Shall Not Permit Termination: It is expressly agreed that no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7.9 Notices: All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Parcel (and any Prime Lessee where applicable) by name and address as shown on the then current real property tax rolls in Douglas County, Nebraska. All notices to Albertson's, Inc., shall be sent to it at P.O. Box 20, Boise, Idaho 83726, Attention: Legal Department.

7.10 Attorneys' Fees: In the event any entity which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

7.11 Sale & Sale-leaseback Purchaser:

(a) Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event Albertson's sells Parcel 2 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the Net Lessor shall have under this Declaration and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 2.

(b) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 2 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration, and if the Net Lessor fails to perform any covenant, term, agreement, or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 2 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

(c) Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title

and interest in Parcel 2, the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

EXECUTED as of the day and year first above written.

ALBERTSON'S, INC.,
a Delaware corporation

FIRST PARTY:
Ambrose-Kornfeld Development
Associates, Ltd.,
a Colorado limited partnership

By: Thomas F. Hall
Vice President & General Counsel

By: Irwin H. Kornfeld
General Partner
hereto duly authorized

By: Merrill O. Armstrong
Secretary

By: H. Lee Ambrose
General Partner
hereto duly authorized

By: John Koslosky
General Partner
hereto duly authorized

POOR INSTRUMENT FILED

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STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, to me known to be the Vice President and General Counsel and the Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public Carol L. Wood
My Commission Expires Boise, Idaho 83705
~~Liberal~~

Carol L. Wood
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.

COLORADO
STATE OF ~~IDAHO~~)
) ss.
County of DENVER)

On this 8th day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Irwin H. Kornfeld, to me known to be a General Partner of Ambrose-Kornfeld Development Associates, Ltd., a Colorado limited partnership, the partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Aug. 28, 1983



Julia B. Hupp
Notary Public in and for the
State of COLORADO
Residing at DENVER, COLORADO
1165 W. Pennsylvania
Denver CO 80210

STATE OF COLORADO)
)SS.
County of DENVER)

On this 8th day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared H. Lee Ambrose, to me known to be a General Partner of Ambrose-Kornfeld Development Associates, Ltd., a Colorado limited partnership, the partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Aug. 28, 1983

Julia B. Hupp
Notary Public in and for the
State of COLORADO
Residing at DENVER, COLORADO
1165 So. Pennsylvania
Denver CO 80210

STATE OF COLORADO)
)SS.
County of DENVER)

On this 8th day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared John Koslosky, to me known to be a General Partner of Ambrose-Kornfeld Development Associates, Ltd. a Colorado limited partnership, the partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Aug. 28, 1983

Julia B. Hupp
Notary Public in and for the
State of COLORADO
Residing at DENVER, CO
1165 So. Pennsylvania
Denver CO 80210

SCHEDULE I

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Parcel 2

✓ Lot 2, Crossroads Plaza, City of Omaha, Douglas County, Nebraska.

Parcel 3

✓ Lot 3, Crossroads Plaza, City of Omaha, Douglas County, Nebraska.

Parcel 4

✓ Lot 4, Crossroads Plaza, City of Omaha, Douglas County, Nebraska.

Parcel 5

✓ Lot 5, Crossroads Plaza, City of Omaha, Douglas County, Nebraska.

POOR INSTRUMENT FILED

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$P = 263.73'$
 $U = 115.76'$
 $U.C. = 120.41'.67'$

$S.0^{\circ}07'29''W.$

75.58'

ALBERTSON'S PULMON SIGN

$S.15^{\circ}07'2''$

$S.0^{\circ}07'29''W. 555.24'$

(25)

35'

35'

35'

NOT
A
PART

$N.89^{\circ}56'41''E. 679.45'$

COVERED
RAMP

ALBERTSON'S

64-552 #

EMERGENCY EXIT
-DELS RECEIVING

$N.0^{\circ}07'21''E$

75'

$N.89^{\circ}59'55''E$

$N.0^{\circ}07'21''E.$

162.24'

$N.29^{\circ}15'55''E.$

105.03'

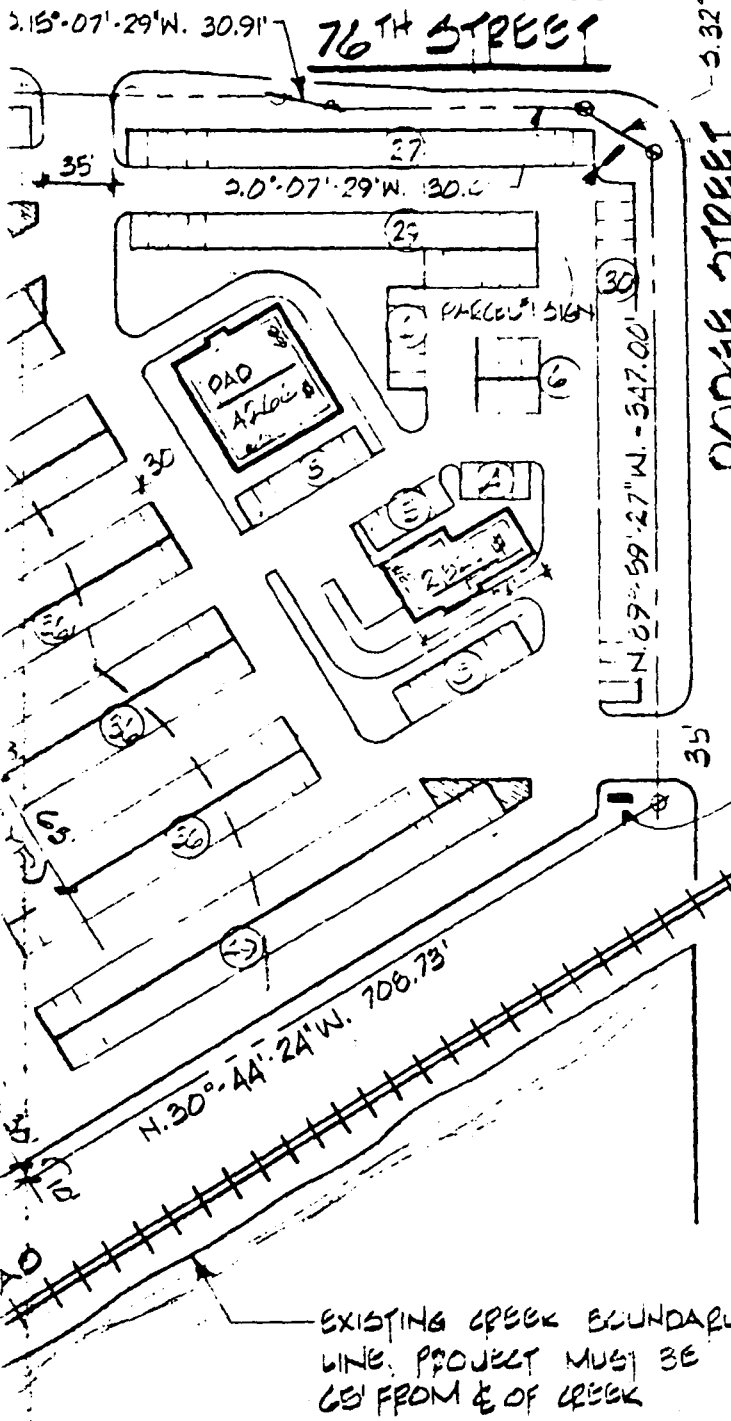
GEN. W. RAILROAD

EXH

TOTAL B
TOTAL C
CAPPAE
CAPPAE

POOR INSTRUMENT FILED

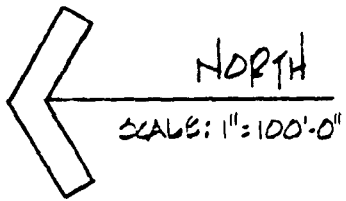
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DODGE STREET

EXISTING TRAFFIC SIGNAL

CENTER PUSH SIGN



EXISTING CREEK BOUNDARY LINE. PROJECT MUST BE 60' FROM E. OF CREEK

- REVISIONS
- 1-11-93 O.E.S. REMOVE ALL PAVING FROM EXISTING DRIVE & DRIVE. MOVE BUFFER & SCALE OF 1/4\"/>
 - 1-24-93 O.E.S. REVISION SHIP AS PER DEVELOPER'S SITE PLAN.
 - 2-7-93 O.E.S. CHANGES TO "3X4819" "A".
 - 2-20-93 O.E.S. REMOVE B.H.O.V. DRIVE INTO PLAN
 - 6-23-93 O.E.S. REMOVE OBSTACLE ROPE OF LOADING DOCK - SIGN RAMP COVERED, FROM 30 TO 25'. MOVE 0.05' FROM 5'.
 - 1-4-93 O.E.S. REMOVE AS PER SITE ARCHITECT'S PLAN. REMOVE DRIVE. REMOVE SIGN AS SHOWN WEST OF DRIVE. MOVE 15' SW. REMOVE SIGN FROM 10' FROM 5' DRIVE. REMOVE 15' FROM 5' DRIVE.

SITE PLAN

ALBERTSONS

PROJECT N.W. CORNER
DODGE ST
76th STREET

- NOTES:
- DRAWN WITH BENEFIT OF SURVEY
 - HIGH POINT OF 100 YEAR FLOOD PLAIN IS 1,059.6' @ DODGE ST. & 1,041.5' @ N.W. CORNER OF PROJECT.
 - MUST BE RE-ZONED FROM "THIRD SUBURBAN, FLOOD PLAIN" (EXISTING)

EXHIBIT "A" - SITE PLAN - PAGE #1

TOTAL BUILDING AREA	93,444 #
TOTAL CARPARKS	492
CARPARKS REQUIRED	467
CARPARKS W/IN 200' R	169

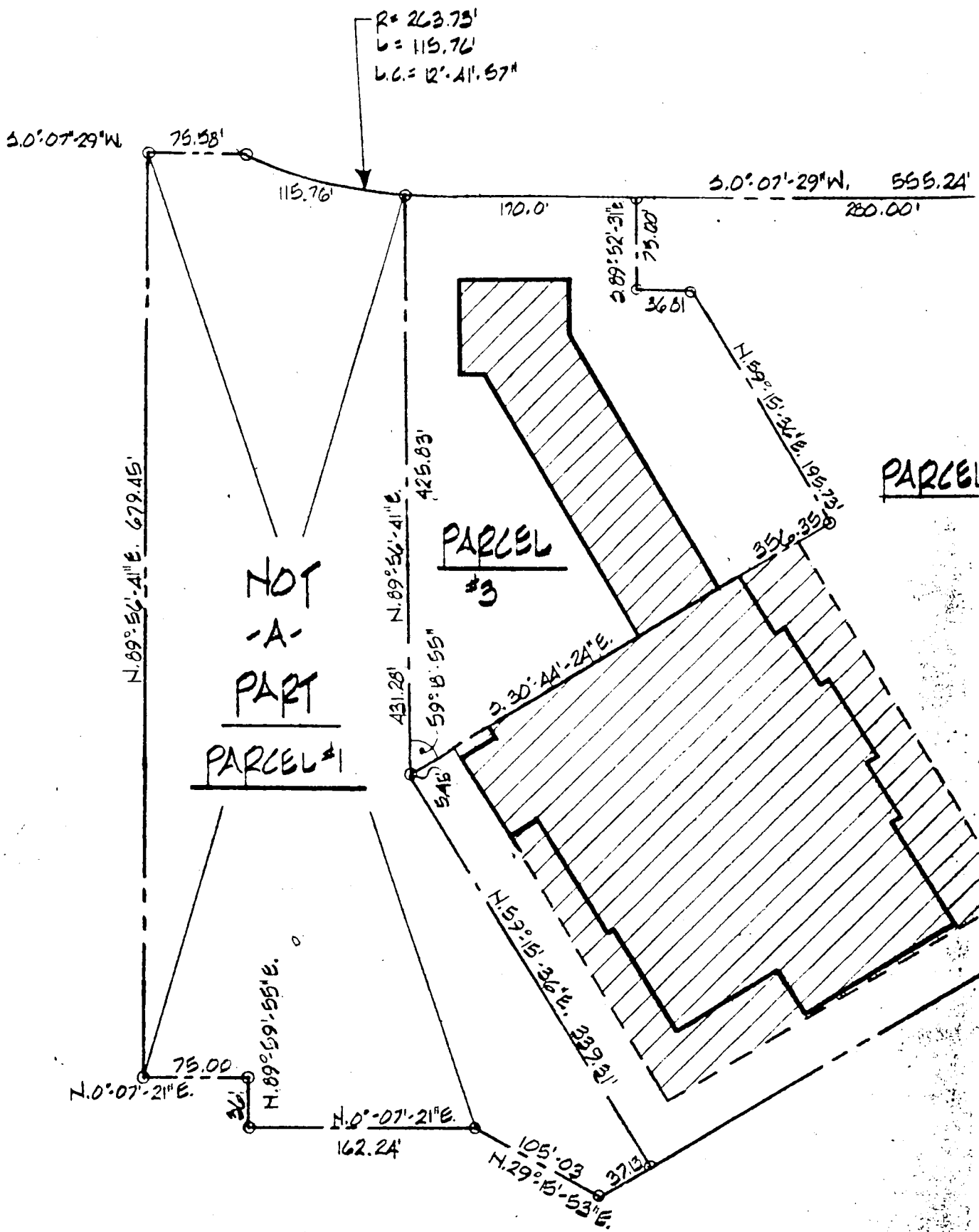
- PAD & SHOP SIZES ARE SHOWN @ MAXIMUM SIZE.
- PARKING REQUIREMENT SHOWING 1 STALL PER 200 SQUARE FEET
- 10'-0" LANDSCAPING BUFFER @ ALL PROPERTY LINES - REQUIRED

OMAHA, NEBRASKA

STORE NO. #22-P

APPROVED	
MCCAIN	<i>P. McCain</i>
BOLINDER	<i>A. Bolinder</i>
MICHAEL	<i>A. Michael</i>
CARLEY	<i>A. Carley</i>
REULING	<i>A. Reuling</i>

Drawn By: P.B.
Checked By:
Date: 12-30
Sheet 01
No.



NOTES & LEGEND:

- DRAWN WITH BENEFIT OF SURVEY - PARCEL & PROPERTY LINES REFLECT MOST CURRENT SURVEY & PLAT.

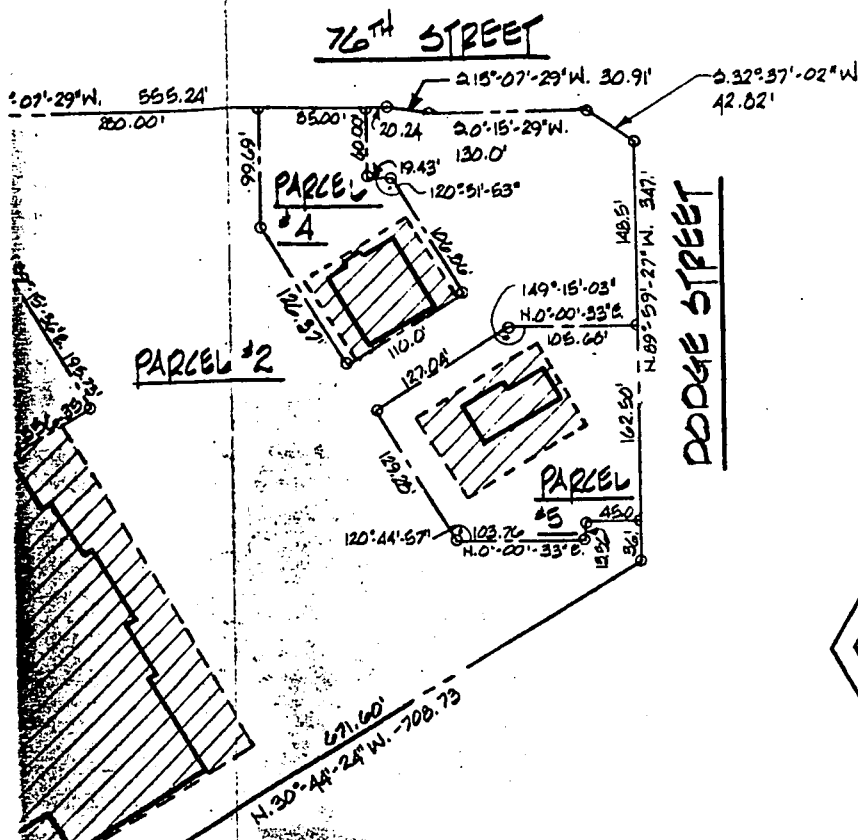
PROPERTY LINE	—————	—————
PARCEL LINE	—————	—————
BUILDING AREA	—————	

PRE
PARCEL
#
#1
#2
#3
#4
#5
TOTAL

POOR INSTRUMENT FILED

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REVISIONS
 0-2-83 P.S.S.
 PROVIDE BUILDING
 FOOTPRINTS AS PER
 PLAN.
 0-5-83 P.S.S.
 REVISE BUILDING
 AREA TOTALS &
 SHOW NEW PLACED
 FOOTPRINTS.



SITE PLAN



PROJECT N.W.C.
 OF 76TH ST.
 & DODGE ST.

OMAHA,
 NEBRASKA
 STORE NO.
 #22-P

Drawn By: D.B.S.
 Checked By:
 Date: 1-12-83
 Sheet: 01
 No.:

APPROVED	
MCCAM	
BOLMSEN	
MICHAEL	
CARLEY	
REULING	
HORNECKER	

PRELIMINARY SITE PLAN - PAGE #2 (PARCEL MAP)

PARCEL RECAP:

#	USE	BUDG #	PARCEL #
#1	LOT-A-PART	-	152,933 #
#2	ALBORSONS	66,852 #	202,074 #
#3	SHOP	19,800 #	83,852 #
#4	PAD	1,266 #	20,000 #
#5	PAD	2,526 #	30,000 #
TOTALS		95,444 #	568,694 #

LAND/BUILDING AREA
 RATIO: 4.445/1

2/1/83

RECEIVED
 1983 AUG 10 PM 3:22
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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 vs. M. 100

12/1
 67.00
 88-253-254
 86 -