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COMMON AREA MAINTENANCE AGREEMENT

GEORGE J. [unclear]
REGISTERED [unclear]
DUGLAS COUNTY, NEBRASKA

THIS COMMON AREA MAINTENANCE AGREEMENT ("Agreement") is made as of the 11 day of January, 1989, by and between KV WESTRIDGE LIMITED PARTNERSHIP, a Nebraska limited partnership, and FIRST WESTSIDE BANK, a Nebraska banking corporation, being all of the owners of the Shopping Center hereinafter described (sometimes hereinafter called the "Declarants").

Declarants, for themselves and for their respective successors and assigns, do hereby agree as follows:

1. Preliminary.

1.1 Definitions:

As used in this Agreement, the following words shall have the definitions hereinafter set forth.

(a) "Building Area" of each Parcel: That area shown as Building Area of each Parcel on the Site Plan attached hereto (the "Site Plan").

(b) "Common Area": All those areas on all Parcels which are not Building Areas and, from time to time, those portions of the Building Area on each Parcel not actually, at such time, 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 of the Declaration of Restrictions and Grant of Easements for the Shopping Center, executed and recorded contemporaneously herewith. The Common Area shall include, but not be limited to, parking areas, access roads, truck loading areas, delivery areas, walkways, bus stops, landscaped areas, driveways and sidewalks.

(c) "Hy-Vee": Means Hy-Vee Food Stores, Inc., an Iowa corporation, lessee of a portion of the improvements constructed on a portion of Parcel 1.

(d) "Parcel": Parcels 1, 2, 3, 4 and 5, described below in this Subparagraph (d). Each Parcel constitutes a Lot, or a portion of a Lot or Lots platted as KVI-132nd Street Plaza, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, in accordance with the Plat and Dedication of said Subdivision filed June 13, 1988, in Book 1827 at Page 723 in the Office of the Register of Deeds of Douglas County, Nebraska. The Parcels are more particularly described as follows:

Parcel 1: Lot 1, KVI-132nd Street Plaza, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska.

Parcel 2: Portions of Lots 2 and 3, KVI-132nd Street Plaza, a

BK 874 N 364-38092/279 C/O VI FEE 87.50
OF Three COMP. FIB 39-21330

542 F Mue

Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, more particularly described on the Land Surveyor's Certificate recorded June 23, 1988 in Miscellaneous Record Book 853 at Pages 95 and 96 in the Office of the Register of Deeds of Douglas County, Nebraska, a copy of which is attached hereto marked "Parcel 2" and by this reference incorporated herein.

Parcel 3: A Portion of Lot 3, KVI-132nd Street Plaza, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, more particularly described on the Land Surveyor's Certificate recorded June 23, 1988 in Miscellaneous Record Book 853 at Pages 97 and 98 in the Office of the Register of Deeds of Douglas County, Nebraska, a copy of which is attached hereto marked "Parcel 3" and by this reference incorporated herein.

Parcel 4: Portions of Lots 4, 2 and 3, KVI-132nd Street Plaza, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, more particularly described on the Land Surveyor's Certificate recorded June 23, 1988 in Miscellaneous Record Book 853 at Pages 93 and 94 in the Office of the Register of Deeds of Douglas County, Nebraska, a copy of which is attached hereto marked "Parcel 4" and by this reference incorporated herein.

Parcel 5: Lot 5, KVI-132nd Street Plaza, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska.

(e) "Owner": A person who is then the owner of a Parcel.

(f) "Shopping Center": Parcels 1, 2, 3, 4 and 5, as shown on the Site Plan.

2. Recitals.

2.1 Declarants are the owners of Parcels 1, 2, 3, 4 and 5. Parcels 1, 2, 3, 4 and 5 are hereinafter collectively referred to as the "Shopping Center".

2.2 By virtue of that certain document entitled "Declaration of Restrictions and Grant of Easements" covering the Shopping Center ("Declaration"), Declarants have imposed certain covenants, conditions and restrictions upon their Parcels and have executed reciprocal

1.009/3K V 10

easements each in favor of the other covering those "Common Area" portions of the Shopping Center, as defined in the Declaration, primarily being those portions of the Shopping Center which are not shown as "Building Area" on the Site Plan.

2.3 The Owners desire to provide for the common operation, cleaning, maintenance and insurance of the Common Area within the Shopping Center as hereinafter provided.

3. Maintenance Standards.

3.1 The Maintenance Director, as defined in Paragraph 6, shall, except as hereinafter provided, maintain the Common Area at all times in good and clean condition and repair, said maintenance to include, but not limited to, the following:

(a) Maintaining curbs, gutters and sidewalks, and the concrete and asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the paved areas to the extent reasonably necessary to keep the areas in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing when necessary, such artificial lighting facilities as shall be reasonably required (except for the After Hours Lighting mentioned in Paragraph 3 below);

(e) Maintaining all landscaped areas, including those on the perimeter of the Shopping Center and repairing automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary;

(f) Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center; and

(g) Maintaining a security guard or guards, if the written consent of the Owners of Parcels 1 and 2 is first obtained.

3.2 In addition to the foregoing, the Maintenance Director shall provide general public liability insurance insuring the Owners of Parcels in the Shopping Center and all other persons who now or hereafter own or hold an interest in portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest, whether as titleholder, mortgagee, trust deed beneficiary, or otherwise, therein as their respective interests may

appear (provided that the Maintenance Director is notified in writing of such interest) against claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Nebraska. The limits of liability of all such insurance shall be not less than \$2,000,000.00 for injury to or death of any one person, \$2,000,000.00 for injury to or death of more than one person in one occurrence and \$1,000,000.00 with respect to damage to property; or, in lieu of such coverage, a combined single limit (covering bodily injury and property damage liability) with a limit of not less than \$2,000,000.00. The Maintenance Director shall furnish upon request certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed or cancelled without the giving of sixty (60) days' written notice to the holders of such insurance and the holders of such certificates.

4. Lighting.

It is agreed that the artificial lighting for the Common Area shall remain on during those hours while a majority of the businesses in the Shopping Center (determined by square footage or the floor area of the businesses then operating) are open for business or the hours of operation of any tenant whose floor area is 24,000 square feet, or more, whichever period of time is greater, which shall include any overlapping periods, all as determined by the Maintenance Director. If artificial lighting for a time later than the foregoing ("After Hours Lighting") is needed by any Owners or tenants, then such artificial lights to service such Owners or tenants shall be separately metered or otherwise separately allocated in a manner approved by the Owners of Parcels 1 and 2, and all expenses thereof shall be paid by such Owners or tenants, and such Owners or tenants shall pay a reduced proportion of the expense of lighting the Common Area according to the extent to which such Owner or tenant is lighting the Common Area by separately metered lights.

5. Taxes.

Each Owner shall pay directly to the Douglas County Treasurer prior to delinquency, the real property taxes and other special taxes and assessments assessed against the Owner's Parcel, including the portion of the Common Area on such Owner's Parcel.

6. Maintenance Director.

6.1 The Owners hereby appoint the Owner of Parcel 1 as Maintenance Director of the Shopping Center Common Area from and after the date Hy-Vee opens for business.

6.2 The Owners of Parcels 1 and 2 jointly may remove the Maintenance Director by executing and filing of record and serving on the Owners of the remaining Parcels an instrument stating that the Maintenance Director has been removed, in which event the Owners of Parcels 1 and 2 shall appoint another Owner to be the new Maintenance

Director. In the event of disagreement between the Owners of Parcels 1 and 2 as to the removal of the Maintenance Director, the judgement of the Owner of Parcel 1 shall control.

6.3 Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to all Owners and tenants of the Shopping Center, to resign as Maintenance Director; whereupon a new Maintenance Director shall then be appointed with the approval of the Owners of Parcels 1 and 2.

7. Reimbursement of Maintenance Director.

7.1 The Maintenance Director shall contract for and pay for all of the items enumerated as maintenance and insurance expenses in Paragraph 3 herein, provided that the Maintenance Director shall not contract for or pay for any single item, the pro rata share for which Parcel 4 or 5 exceeds \$3,000.00, without the prior written consent of the Owner of that Parcel.

7.2 Prior to the initial commencement of the cleaning and sweeping of the Common Area and any other Common Area maintenance work to be done on a regular basis, the Maintenance Director shall submit items for bids to at least three bidders approved in writing by the Owners of Parcels 1 and 2, which approval shall not be unreasonably withheld. The names of the bidding contractors or companies and the amount of their respective bids shall be furnished to the Owners of all Parcels by the Maintenance Director within ten (10) days after receipt thereof. The Maintenance Director shall award contracts to the low bidder, unless the prior written consent of the Owners of Parcels 4 and 5 to award the contract to a higher bidder is obtained by the Maintenance Director.

7.3 The Owners of all the Parcels shall cause the Maintenance Director to be reimbursed for all its out-of-pocket expenses in performing or providing such services, plus a maximum service charge of ten percent (10%) of said expenses to cover administration costs; provided, however, that the ten percent (10%) service charge shall not exceed \$350.00 for any individual item of service performed without the prior written approval of the Owners of Parcels 4 and 5.

7.4 The Maintenance Director agrees to operate on a nonprofit basis with an end to keeping such expenses at a reasonable minimum, except as herein provided.

8. Billing for Expenses.

The Owner of each Parcel shall be billed no more frequently than monthly and at least quarterly for its pro rata share of all expenses incurred by the Maintenance Director in maintaining the Common Area as provided above, including the ten percent (10%) administration cost in Article 7 above, with the first billing date being the last day of the first full calendar quarter following the date of the completion of the Common Area improvements for Parcel 1. The pro rata share of the total Common Area expenses to be borne by each Owner for

any month shall be determined by a fraction, the numerator of which shall be the square footage of substantially completed building shell on such Parcel on the first day of such month and the denominator of which shall be the total of all substantially completed building shell in the Shopping Center on such date.

9. Effect of Sale by Owner.

If any Owner of a Parcel sells its Parcel, other than to perfect a sale and leaseback of its Parcel, then after the date of sale, such Owner shall have no further obligation under this Agreement with respect to such Parcel sold; provided, however, the selling Owner shall remain liable for obligations incurred prior to said sale. If an Owner sells its Parcel to perfect a sale and leaseback of its Parcel, such Owner shall have no further obligation under this Agreement with respect to such Parcel sold after the termination of the sale and leaseback lease, but shall be liable for obligations incurred prior to such termination.

10. Default in Payment of Expenses.

In the event any Owner fails or refuses at any time to pay when due its share of the maintenance and insurance expenses as set forth above, then legal action may be instituted against the defaulting Owner for reimbursement, plus interest at the rate of fifteen percent (15%) per annum from the date of such unpaid amount. Furthermore, the Maintenance Director shall have a lien on the Parcel of the defaulting Owner for the amount of the expenses, which amount shall bear interest at the rate of fifteen percent (15%) per annum until paid.

11. Lien for Expenses.

11.1 The lien provided for in Article 10 above shall only be effective when filed for record by the Maintenance Director as a claim of lien against the defaulting Owner in the Office of the Register of Deeds of Douglas County, Nebraska, signed and verified, which shall contain at least:

(a) A statement of the unpaid amount of costs and expenses;

(b) A description sufficient for identification of that portion of the property of the defaulting Owner which is the subject of the lien; and

(c) The name of the Owner or reputed Owner of the property which is the subject of the alleged lien.

11.2 The lien when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the Maintenance Director, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

12. Right to Maintain Parcel Separately.

Any Owner may, at any time and from time to time, upon at least sixty (60) days' prior notice to the Maintenance Director and the other Owners, elect to assume the obligations of the Maintenance Director to maintain and repair such Owner's portion of the Common Areas, except for repaving, lighting and insurance, and other costs which cannot be practicably segregated or allocated between the Parcels, which costs shall continue to be proportionately paid for by each Owner pursuant to the formula in Article 8 of this Agreement. In the event of the assumption by any Owner, such Owner agrees to maintain and repair its portion of the Common Areas at its sole cost and expense in a manner and at a level of quality at least comparable to that of Parcel 1. Any Owner may also elect to terminate its obligations to maintain and repair its own portion of the Common Areas by giving at least sixty (60) days' prior notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties and the Owner so electing agrees to pay for its pro rata share of costs pursuant to the formula in Article 8. Notwithstanding the foregoing, the Owner of Parcel 1 may revoke the right of the Owner of any other Parcel to maintain such other Owner's Parcel separately if, in the sole opinion of the Owner of Parcel 1, such other Owner has neglected or failed to appropriately maintain such other Owner's Parcel, notice and an opportunity to cure any alleged deficiencies has been given in writing to the Owner of such Parcel and such Owner fails or neglects, after a reasonable period of time, to correct the deficiencies.

13. Responsibility if No Maintenance Director.

In the event there should at any time cease to be a Maintenance Director, each Owner shall be responsible for the maintenance, insurance and lighting of its own Parcel according to the standards herein enumerated, as well as the provision for insurance as to its Parcel. If any Owner fails to perform such obligations, such failure shall constitute a default, in which case any other Owner may cause the performance of the obligations and bill the defaulting Owner for the expenses incurred. In such event, the applicable provisions and remedies of Articles 10 and 11 shall apply, except that the lien shall be in favor of the Owner who incurs the expense for which the lien is recorded.

14. General Provisions.

14.1 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

14.2 This Agreement shall have a term of sixty-five (65) years from the date hereof, unless earlier terminated by the mutual agreement of the Owners; provided, that this Agreement shall terminate automatically upon the termination of the Declaration.

14.3 Notwithstanding any of the provisions of this Agreement, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of

trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any Owner of any Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

14.4 Each condition and covenant respecting any one Parcel shall be appurtenant to and for the benefit of the other Parcels and each part thereof. Each condition and covenant respecting any one Parcel shall be a burden thereon for the benefit of the other Parcels and each part thereof, and shall run with the land.

15. Phase Development.

Notwithstanding anything set forth above, Declarants acknowledge that the Shopping Center shall be developed in phases. Each Parcel shall constitute a separate phase for development purposes and no Owner of a Parcel may require the Owner of any other Parcel to commence or complete the development of that Parcel solely by reason of the existence of this Declaration.

EXECUTED as of the date first above written.

KV WESTRIDGE LIMITED PARTNERSHIP, a Nebraska limited partnership

By: KV International, Inc., a Nebraska corporation, General Partner

By: [Signature]

Its: President

By: [Signature]
George W. Venteicher, General Partner

By: [Signature]
Frank R. Krejci, General Partner

FIRST WESTSIDE BANK, a Nebraska banking corporation

By: [Signature]
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

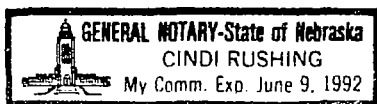
The foregoing instrument was acknowledged before me, a Notary Public, this 11th day of January, 1989, by George Venteicher, the President of KV International, Inc., a Nebraska corporation, on behalf of said corporation, as General Partner of KV Westridge Limited Partnership, a Nebraska limited partnership, on behalf of said limited partnership.



Cindi Rushing
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

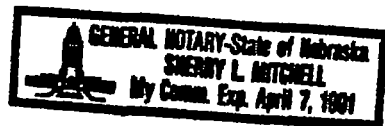
The foregoing instrument was acknowledged before me, a Notary Public, this 11th day of January, 1989, by George W. Venteicher and Frank R. Krejci, general partners of KV WESTRIDGE LIMITED PARTNERSHIP, a Nebraska limited partnership, on behalf of said limited partnership.



Cindi Rushing
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 10th day of January, 1989, by Raymond D. Pope, Jr., the President of First Westside Bank, a Nebraska banking corporation, on behalf of said corporation.



Sherry L. Mitchell
Notary Public

RECEIVED

1988 JUN 23 PM 3:30

THOMAS D. DOYLE

County Surveyor and Engineer
Douglas County

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

6-22-88
Date

Thyrl W. Scott
County Treasurer

Field Notes:
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

LAND SURVEYOR'S CERTIFICATE

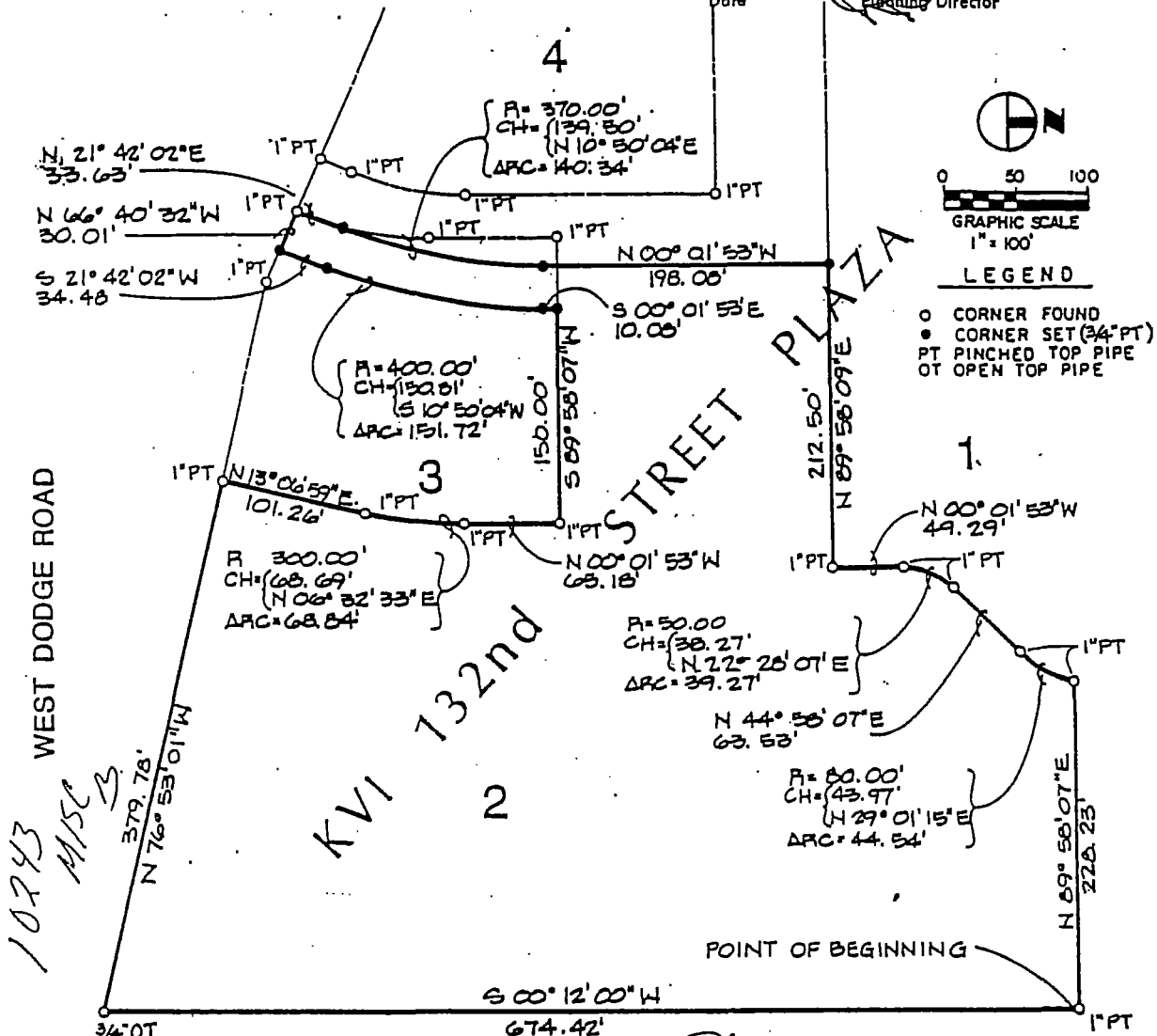
I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Approved as a subdivision of only two (2) lots with plat requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless filed and recorded with the County Register of Deeds within thirty (30) days of this date.

Legal Description
See Attached Exhibit A

Plat to scale showing tract surveyed with all pertinent points.

6/23/88
Date
J. Beman
Planning Director



10243
MISC B
WEST DODGE ROAD

KVI 132ND STREET PLAZA

BK 853 N 92-277 C/O FEE 11.00
1258 PG 95-96 DEL 17
OF M... COMP... F/B MC-21330

Signature of Land Surveyor
Charles W. Ahern
Charles W. Ahern, U.S. 112
REGISTERED

DATE RECEIVED: _____ Date: June 15, 1988

OFFICIAL ADDRESS: 629 N 132ND ST

PARCEL 2

BLDG. PERMIT NO.: _____

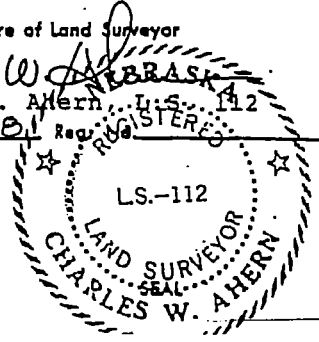


EXHIBIT ALEGAL DESCRIPTION

A tract of land being part of Lots 2 and 3, KVI 132nd Street Plaza, a subdivision as platted and recorded in Douglas County, Nebraska. Said tract of land being more particularly described as follows:

Beginning at the NE corner of said Lot 2; thence $S00^{\circ}12'00''W$ (Platted Bearing) along the East line of said Lot 2 a distance of 674.42 feet to a point, said point being the SE corner of said Lot 2; thence $N76^{\circ}53'01''W$ along the South line of said Lot 2 a distance of 379.78 feet to a point, said point being the SE corner of said Lot 3; thence $N13^{\circ}06'59''E$ along the Easterly line of said Lot 3, a distance of 101.26 feet to a Point of Curvature; thence Northerly along said Easterly line of Lot 3 along a curve to the left, said curve having a radius of 300.00 feet, a chord length of 68.69 feet, and a chord bearing of $N6^{\circ}32'33''E$, an arc length of 68.84 feet to a point; thence $N00^{\circ}01'53''W$ along the said Easterly line of Lot 3 a distance of 65.18 feet to a point, said point being the NE corner of said Lot 3; thence $S89^{\circ}58'07''W$ along the North line of said Lot 3 a distance of 150.00 feet to a point; thence $S00^{\circ}01'53''E$ a distance of 10.08 feet to a Point of Curvature; thence Southwesterly along a curve to the right, said curve having a radius of 400.00 feet, a chord length of 150.81 feet, and a chord bearing $S10^{\circ}50'04''W$, an arc length of 151.72 feet to a Point of Tangency; thence $S21^{\circ}42'02''W$ a distance of 34.48 feet to a point on the Southerly line of said Lot 3; thence $N66^{\circ}40'32''W$ along the Southerly line of said Lot 3 a distance of 30.01 feet to a point, said point being the SW corner of Lot 3 as originally platted; thence $N21^{\circ}42'02''E$ a distance of 33.63 feet to a Point of Curvature; thence Northerly along a curve to the left, said curve having a radius of 370.00 feet, a chord length of 139.50 feet, and a chord bearing $N10^{\circ}50'04''E$, an arc length of 140.34 feet to a Point of Tangency; thence $N00^{\circ}01'53''W$ a distance of 198.08 feet to a point on the Northerly property line of said Lot 2; thence $N89^{\circ}58'09''E$ along said Northerly line a distance of 212.50 feet to a point, said point also being a property corner of said Lot 2; thence $N00^{\circ}01'53''W$ along said Northerly property line of Lot 2 a distance of 49.29 feet to a Point of Curvature; thence Northeasterly along said Northerly line of Lot 2 along a curve to the right, said curve having a radius of 50.00 feet, a chord length of 38.27 feet, and a chord bearing $N22^{\circ}28'07''E$, an arc length of 39.27 feet to a Point of Tangency; thence $N44^{\circ}58'07''E$ along said Northerly line of Lot 2 a distance of 63.53 feet to a Point of Curvature; thence Northeasterly along said Northerly line of Lot 2 along a curve to the left, said curve having a radius of 80.00 feet, a chord length of 43.97 feet, and a chord bearing $N29^{\circ}01'15''E$, an arc length of 44.54 feet to a point, said point also being a property corner of said Lot 2; thence $N89^{\circ}58'07''E$ along said Northerly line of Lot 2 a distance of 228.23 feet to the Point of Beginning; said tract of land containing 5.6874 acres more or less.

(1258)

RECEIVED

To The Office of

THOMAS D. DOYLE
County Surveyor and Engineer
Douglas County

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

1988 JUN 23 PM 3:30

GEORGE J. BOGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

6-22-88
Date

W. Scott
County Treasurer

Field Notes:

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

3011-0002-01-MC
3010-0002-01-MC

Legal Description

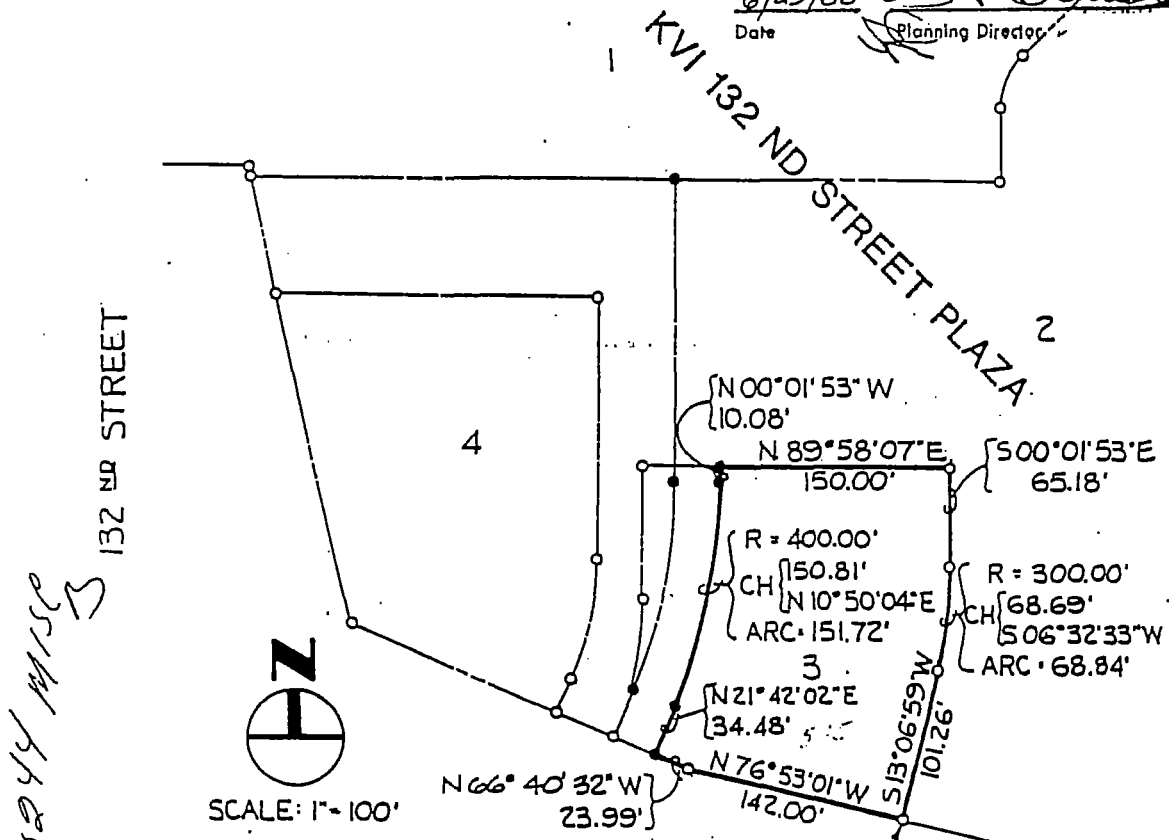
See Attached Exhibit A

Approved as a subdivision of only two (2) lots with plat requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless filed and recorded with the County Registrar of Deeds within thirty (30) days of this date.

6/23/88
Date

J. B. Belsky
Planning Director

Plat to scale showing tract surveyed with all pertinent points.



AK 853 N 92-277 CJO FEE 16.50
 (1258) 97-98 N 92-279 DEL IN WE
 OF M. COMP. W. F.B. MC-21330

Signature of Land Surveyor
 Charles W. Ahern, L.S. 112
 DATE: June 15, 1988

DATE RECEIVED: _____

OFFICIAL ADDRESS: 515 N 132ND ST

BLDG. PERMIT. NO.: _____

PARCEL 3

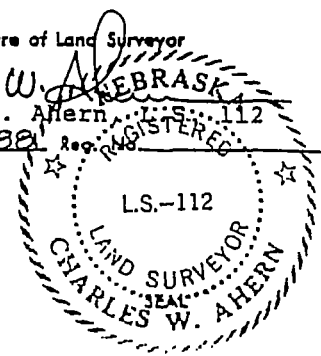


EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land being part of Lot 3, KVI 132nd Street Plaza, a subdivision located in the SW 1/4 of the SW 1/4 of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska. Said tract of land being more particularly described as follows:

Beginning at the SE corner of said Lot 3; thence $N76^{\circ}53'01''W$ (Platted Bearing) along the South line of said Lot 3, a distance of 142.00 feet to a point; thence $N66^{\circ}40'32''W$ along the South line of said Lot 3, a distance of 23.99 feet to a point; thence $N21^{\circ}42'02''E$, a distance of 34.48 feet to a Point of Curvature; thence Northerly along a curve to the left, said curve having a radius of 400.00 feet, a chord length of 150.81 feet, a chord bearing of $N10^{\circ}50'04''E$, an arc length of 151.72 feet to a Point of Tangency; thence $N00^{\circ}01'53''W$, a distance of 10.08 feet to a point on the North line of said Lot 3; thence $N89^{\circ}58'07''E$ along the North line of said Lot 3, a distance of 150.00 feet to a point, said point also being the Northeasterly corner of said Lot 3; thence $S00^{\circ}01'53''E$ along the East line of said Lot 3, a distance of 65.18 feet to a Point of Curvature; thence Southwesterly along a curve to the right, said curve having a radius of 300.00 feet, a chord length of 68.69 feet, a chord bearing of $S06^{\circ}32'33''W$, an arc length of 68.84 feet to a Point of Tangency; thence $S13^{\circ}06'59''W$ along the East line of said Lot 3, a distance of 101.26 feet to the Point of Beginning; said tract containing 0.7779 acres more or less.

1258

To The Office of

THOMAS D. DOYLE

County Surveyor and Engineer
Douglas County

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Field Notes:

6-22-88
Date

Arnold Scott
County Treasurer

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

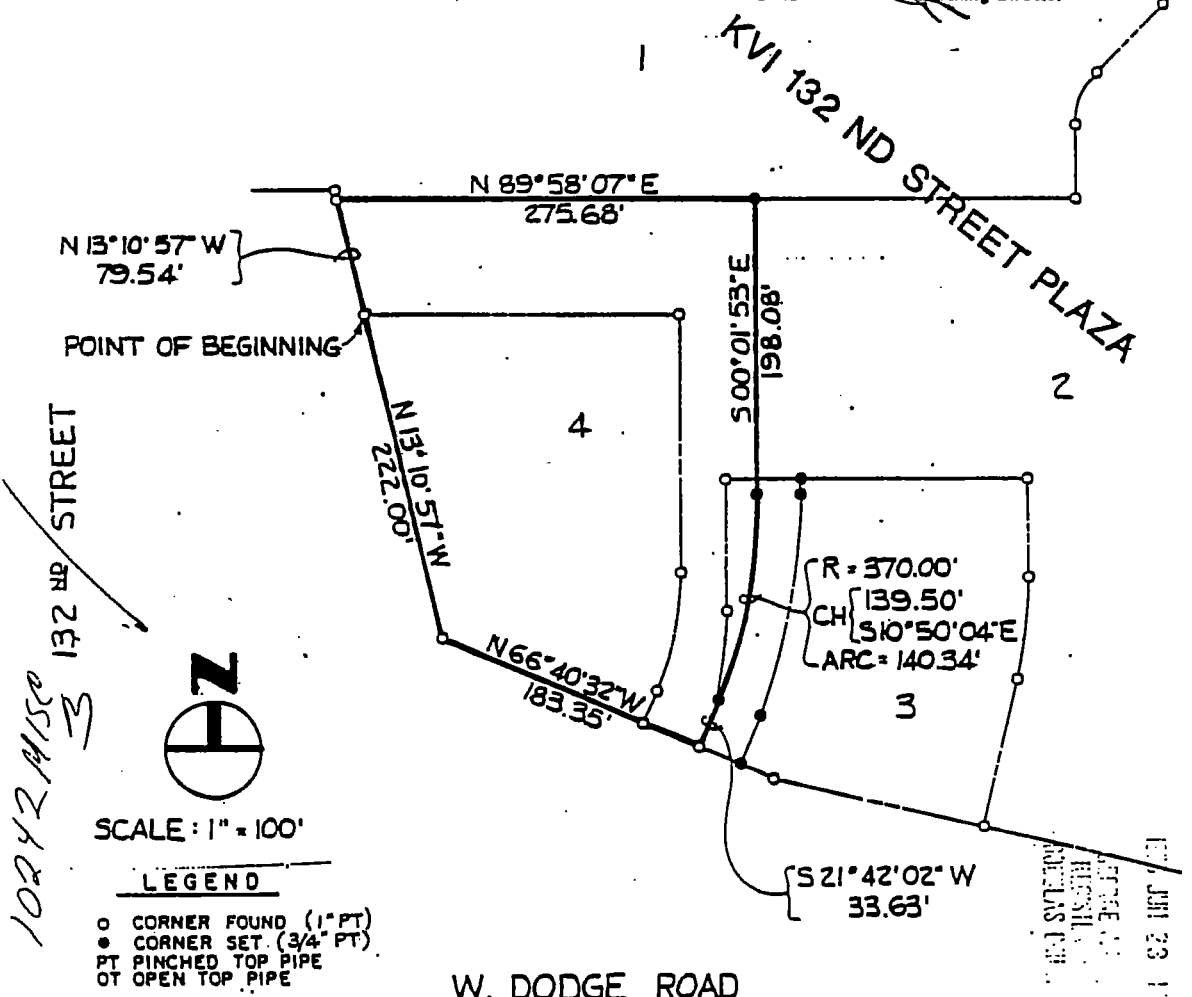
See Attached Exhibit A

Plat to scale showing tract surveyed with all pertinent points.

Approved as a subdivision of only two (2) lots with no requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless filed and recorded with the County Register of Deeds within thirty (30) days of this date.

6/23/88
Date

J. W. Berman
Planning Director



SCALE: 1" = 100'

LEGEND

- CORNER FOUND (1" PT)
- CORNER SET (3/4" PT)
- PT PINCHED TOP PIPE
- OT OPEN TOP PIPE

W. DODGE ROAD

BK 853 N 98-277 LT CJO FEE 1150.00

PL 93-98 N DEL 17

OF 1350 COMP JWB LIC-21330

Signature of Land Surveyor
Charles W. Ahern
Charles W. Ahern, P.S. 198

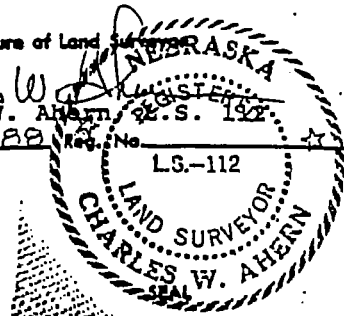
DATE RECEIVED _____

Date June 15, 1988 Reg. No. _____

OFFICIAL ADDRESS: 525 N 132 ND ST

PARCEL 4

BLDG. PERMIT NO. _____



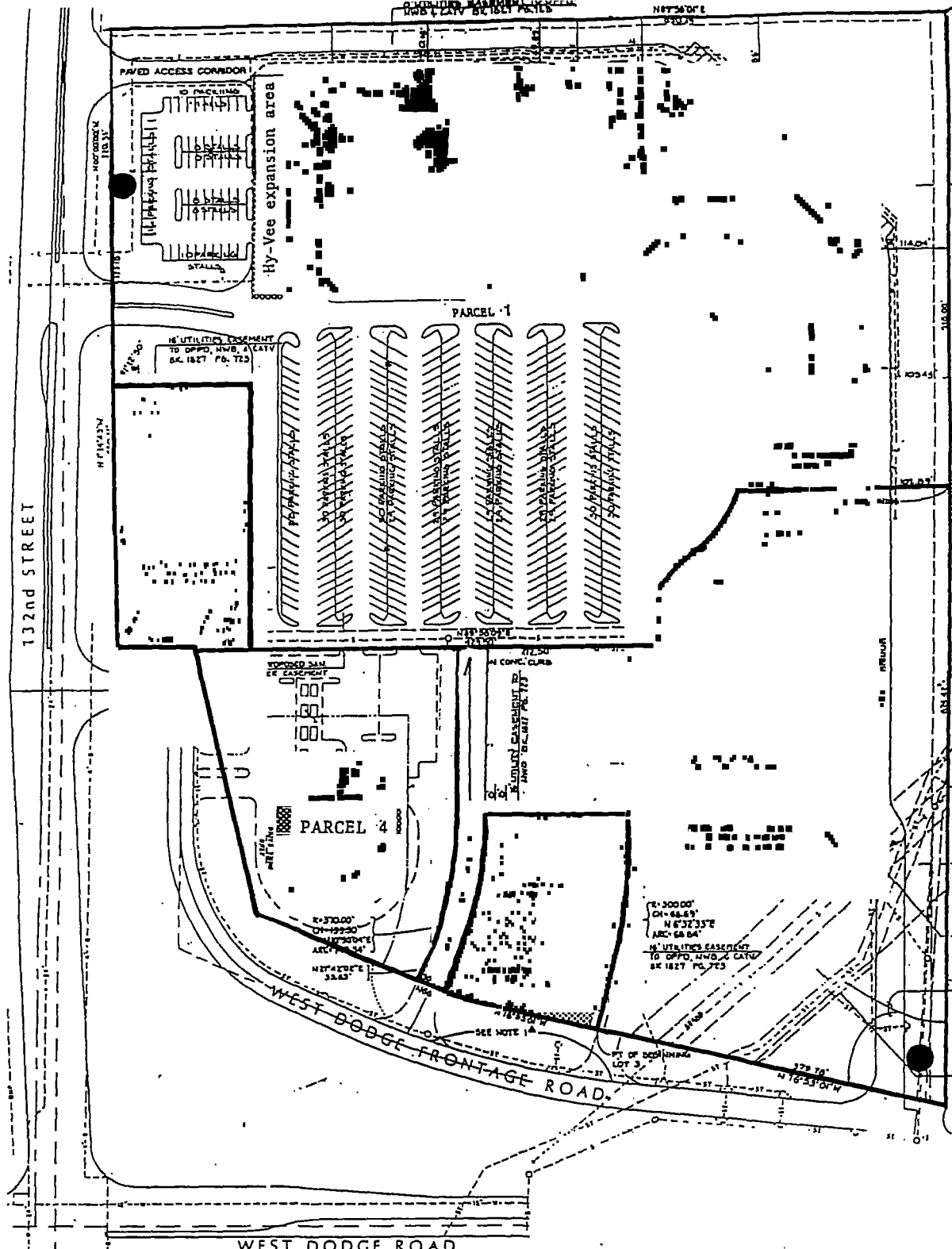
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LEGAL DESCRIPTION

A tract of land being all of Lot 4 and part of Lots 2 and 3, KVI-132nd Street Plaza, a subdivision located in the SW 1/4 of the SW 1/4 of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska. Said tract of land being more particularly described as follows:

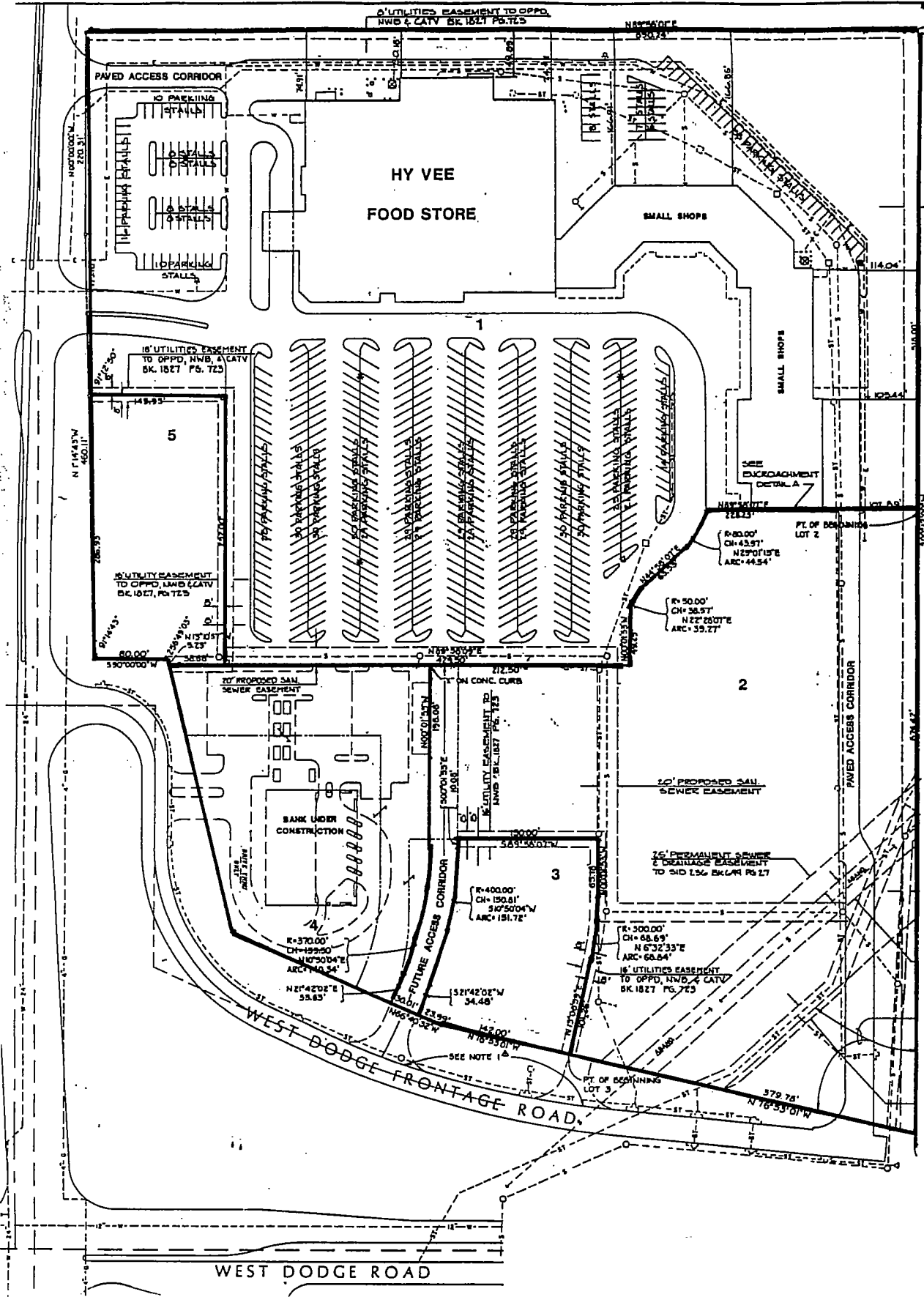
Beginning at the NW corner of said Lot 4; thence N13°10'57"W (Platted Bearing) along the West line of said Lot 2, a distance of 79.54 feet to a point; thence N89°58'07"E along the North line of said Lot 2, a distance of 275.68 feet to a point; thence S00°01'53"E, a distance of 198.08 feet to a point of curvature; thence Southwesterly along a curve to the right, said curve having a radius of 370.00 feet, a chord length of 139.50 feet, a chord bearing S10°50'04"W, an arc length of 140.34 feet to a point of tangency; thence S21°42'02"W, a distance of 33.63 feet to a point on the Northerly ROW line of West Dodge Road; thence N66°40'32"W along said ROW, a distance of 183.35 feet to a point, said point also being the Southwestern corner of said Lot 4; thence N13°10'57"W along said ROW and the West line of said Lot 4, a distance of 222.00 feet to the Point of Beginning; said tract of land containing 1.7817 acres more or less.

1258



● Designates pylon sign location
 ■ Designates building area

WESTRIDGE SHOPPING CENTER SITE PLAN



WESTRIDGE SHOPPING CENTER SITE PLAN