

SUBLEASE, CROSS-EASEMENT AND
COMMON FACILITIES
AGREEMENT

THIS AGREEMENT, made and entered into this ~~24th~~ day of ~~June~~, 1974, by and among AMERICAN COMMUNITY STORES CORPORATION, a Texas corporation (hereinafter referred to as "ACS") and GEORGE W. VENTEICHER, TRUSTEE (hereinafter referred to as "Trustee");

W I T N E S S E T H :

WHEREAS, ACS is the owner of a certain parcel of real estate situated in the City of La Vista, Sarpy County, Nebraska, as shown on the plat attached hereto as Exhibit "A" as Site I, and more particularly described on Exhibit "B" (hereinafter referred to as "Site I");

WHEREAS, ACS is the lessee for a term of years from Walter Scott, Jr. of a certain parcel of real estate contiguous to and north of Site I, situated in the City of La Vista, Sarpy County, Nebraska, as shown on the plat attached hereto as Exhibit "A" as Site II, and more particularly described on Exhibit "B" (hereinafter referred to as "Site II");

WHEREAS, Trustee is the owner of a certain parcel of real estate situated in the City of La Vista, Sarpy County, Nebraska, as shown on the plat attached hereto as Exhibit "A" as Site III, and more particularly described on Exhibit "B" (hereinafter referred to as "Site III");

WHEREAS, ACS and Trustee have determined that it is in the best interest of each of them to provide for easement of access to and from each of the various parcels and to promote a unified community shopping center area upon the three parcels; and

WHEREAS, through the grant of certain reciprocal rights, easements, sublease rights and imposition of certain restrictions with respect to the various parcels of real estate, ACS and Trustee mutually desire to accomplish said purposes for the term hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. DEFINITIONS.

a. Record Owner. The term "Record Owner" shall mean the owner or owners of any land lying within the Involved Premises (except Site II) as shown on the records of the Register of Deeds of Sarpy County, Nebraska, as of the date of any action to be taken by such Record Owner or Owners under the provisions of this Agreement. As to Site II, the term "Record Owner" shall mean ACS or any person or entity succeeding to the leasehold interest of ACS, or any part thereof, in Site II by assignment, sublease or otherwise except where such succession would result in merger of the leasehold into the fee; Provided that evidence of such succession is recorded with the Register of Deeds of Sarpy County, Nebraska; Provided, further, that the term "Record Owner", as to Site II, shall not include Trustee, his heirs, successors, assigns, lessees, licensees, invitees or permittees by reason of the sublease herein contained.

FILED FOR RECORD 7-2-74 AT 2:35 P.M. IN BOOK 47 OF *Miss. Records*
PAGE 381 *Carl L. Hibbeled* REGISTER OF DEEDS, SARPY COUNTY, NEB. 56.25

Rec'd
037732

A

b. Harrison Street Roadway. The term "Harrison Street Roadway" shall mean a strip of real estate twenty-five (25) feet in width running east and west connecting Site II with Site III. The Harrison Street Roadway, the north boundary of which is approximately eighteen (18) feet south from the respective north property lines of Site II and Site III, is approximately four hundred fifty-five (455) feet in length, as shown on the plats attached as Exhibits "C" and "D" and as legally described on Exhibit "G".

c. Proposed 83rd Street. The term "Proposed 83rd Street" shall mean a strip of real estate, entirely on Site III, which is intended to be dedicated as a public street. The Proposed 83rd Street is shown on the plat attached as Exhibit "E" and is legally described on Exhibit "F".

d. 84th Street Roadway. The term "84th Street Roadway" shall mean a strip of real estate having varying widths from twenty (20) to twenty-five (25) feet, running generally north and south, connecting Site I, Site II and Site III, as shown on the plat attached as Exhibit "D" and as legally described on Exhibit "G".

e. Involved Premises. The term "Involved Premises" shall mean the entire area herein described as Sites I, II and III, as shown on the plat attached hereto as Exhibit "A".

2. EXHIBITS.

The following Exhibits are attached hereto and are incorporated into this Agreement by reference:

a. Exhibit "A" - Plat of the Involved Premises showing Sites I, II and III, respectively. Exhibit A also reflects generally the future development of Site III.

b. Exhibit "B" - Respective legal descriptions of Sites I, II and III.

c. Exhibit "C" - Plat of the "Harrison Street Roadway" on Site III.

d. Exhibit "D" - Plat of the "Harrison Street Roadway" on Site II and the "84th Street Roadway" on Sites I, II, and III.

e. Exhibit "E" - Plat of "Proposed 83rd Street" on Site III.

f. Exhibit "F" - Legal description of "Proposed 83rd Street" on Site III.

g. Exhibit "G" - Legal description of "Harrison Street Roadway" on Sites II and III and legal description of "84th Street Roadway" on Sites I, II and III.

3. ROADWAYS.

The following provisions shall control and delineate the application of the terms and conditions of this Agreement to the various Sites and the Roadways situated thereon:

a. Sites I and III. The Harrison Street Roadway on Site III and the 84th Street Roadway on Sites I and III are to be used and enjoyed in common for the purposes of ingress and egress and access to and from the respective Sites making up the Involved Premises; and non-exclusive easements and rights for such purposes are hereby granted from each party hereto to the other, their respective heirs, successors, assigns, lessees, sublessees, licensees, invitees and permittees.

b. Site II. The Harrison Street Roadway and the 84th Street Roadway on Site II are to be used and enjoyed in common for the purpose of ingress and egress and access to and from the respective Sites making up the Involved Premises; and ACS, in consideration of the foregoing, hereby sublets the nonexclusive right for such purposes in and upon that portion of the Harrison Street Roadway and the 84th Street Roadway upon Site II to Trustee, his heirs, successors, assigns, lessees, licensees, invitees and permittees. The Sublease contained herein is not intended to divest ACS of any of its rights with respect to Site II and Trustee acknowledges that he shares the rights granted herein with ACS and its successors, assigns, lessees, sublessees, invitees and permittees.

c. Free Accessibility. No fence, barrier or other obstruction of any nature or kind shall be constructed, erected or maintained upon, or between the respective Sites where each join one another by Roadway, which will in any way hinder or deter, restrict or otherwise prevent the unmolested vehicular and pedestrian traffic and passageway and ingress and egress between the respective Sites designated on Exhibit "A" or in any manner interfere with or limit the free use, accessibility or enjoyment by either of the parties hereto, or their respective heirs, successors, assigns, lessees, licensees, invitees and permittees of the non-exclusive rights and easements granted to him hereby by the other party.

The parties hereto agree and acknowledge that the Involved Premises shall be developed and maintained so as to constitute a community, unified, commercial shopping center area.

3.1 Construction Criteria for Roadways.

The "Harrison Street Roadway", the "84th Street Roadway", and "Proposed 83rd Street" shall be properly graded and paved with concrete, or by installing a suitable base surface with a bituminous or asphaltic wearing surface or other suitable surfacing material, such installation or paving to be the cost of the Record Owner of the Site upon which such installation or paving is performed.

The parties hereto acknowledge the existence of a suitable base surface on Site II and hereby accept such surface as satisfactory in accordance with the terms hereof. The Record Owner of Site III will provide curbing for "Proposed 83rd Street."

3.2 Maintenance of Roadways.

The Record Owner of such portion of the "Harrison Street Roadway" the "84th Street Roadway" and Proposed 83rd Street (if the same is not a public street owned by the City of La Vista, Nebraska) upon such Record Owner's property shall keep such roadway area in good order and repair. Such Record Owner shall keep his respective portions of such roadways free from snow and debris.

3.3 Non-Dedication of Roadways.

The Record Owner of any portion of the "Harrison Street Roadway", the "84th Street Roadway" and the "Proposed 83rd Street" (if not a public street owned by the City of La Vista, Nebraska) shall have the right, once in each calendar year, for a period not to exceed 24 hours, to erect barriers or chains for the purpose of blocking off access to its property which is subject to the provisions of this Agreement in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights herein. Such barriers or chains shall be erected for such purposes, if possible, at a time and upon a date, when the stores located upon Site I, Site II, and Site III are not open for business.

4. USE RESTRICTION.

Trustee, as the Record Owner of Site III, his heirs, successors, assigns, lessees and sublessees hereby covenants and agrees that Site III and any buildings or improvements thereon shall not be used or operated in any manner as a food supermarket or as a retail drug store. Trustee acknowledges that the covenants made in this Section 4 are a material inducement to the execution hereof by ACS. Notwithstanding the foregoing, nothing contained in this Section 4 shall be construed to prevent the operation upon Site III of a retail variety or department store or specialty shops (excluding convenience food stores and delicatessens) selling items sold in a food supermarket or retail drug store provided prescription drugs are not offered for sale.

5. TERM OF THIS AGREEMENT.

Unless terminated sooner, pursuant to the express provisions hereof, or by subsequent mutual agreement of all of the Record Owners of the Involved Premises, this Agreement shall continue, the obligations hereunder shall remain binding and sublease and easement rights herein created shall remain effective from the date hereof to and including the date of termination of the lease between ASC and Walter Scott, Jr., dated September 25, 1974 upon Site II; Provided that, with respect to the easements granted upon the "84th Street Roadway" upon Site III and upon Site I, said easements shall be perpetual from the date of this Agreement irrespective of the termination of the remaining terms of this Agreement; Provided further, that in the event the "Proposed 83rd Street" is not dedicated as a public street owned by the City of La Vista, Nebraska, then such Roadway shall be subject to a perpetual easement in favor of ACS, its successors, assigns, lessees and sublessees

6. ESTOPPEL CERTIFICATES.

Either party to this Agreement shall, from time to time upon not less than twenty (20) days' notice from the other party, execute and deliver to such other party a certificate in recordable form stating that this Agreement is unmodified and in full force and effect, or, if modified, indicating the modifications, and stating whether or not, to the best of its knowledge, the party so requesting such certificate is in default hereunder in any respect, and if so, specifying such default.

7. NO TERMINATION OF AGREEMENT.

Except as herein expressly provided, no breach of this Agreement or default by one party shall entitle the other party to terminate or cancel this Agreement.

8. COVENANTS RUNNING WITH THE LAND.

All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, by and upon, inuring to the benefit of and enforceable by all of the parties hereto and all subsequent Record Owners of the land to which they apply, and their respective lessees, sublessees and licensees.

9. INDEPENDENT CONTRACTORS.

Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers or to render either of said parties liable for the debts or obligations of the other.

10. WAIVERS.

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by either party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, conditions or agreement herein contained.

11. NON-DEDICATION FOR PUBLIC USE.

This Agreement does not constitute a dedicating for public use, and no person other than as specifically set forth herein is intended to be benefited hereby.

12. REMEDIES CUMULATIVE.

All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or given by law.

13. MODIFICATIONS.

Any alteration, change or modification hereof, in order to become effective, shall be made by written instrument and, in each instance, executed on behalf of the Record Owners of the respective Sites subject hereto on the day of the recordation of such agreement. Such modifications, alterations or changes, shall not be effective until recorded.

14. APPLICABLE LAW.

This Agreement shall be given by and construed in accordance with, the Laws of the State of Nebraska.

15. PARTIAL INVALIDITY.

If any provisions of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. NOTICES.

Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon either of the parties hereto shall be in writing and shall be deemed to have been duly served on the day of mailing, and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses stated below:

To ACS: American Community Stores Corporation
Attention: President
4206 South 108th Street
Omaha, Nebraska 68137

To Trustee: Mr. George W. Venteicher, Trustee
210 First West Side Bank Building
222 South 72nd Street
Omaha, Nebraska 68114

Any party may change the place for serving of notice upon it by ten (10) days' written notice informing the other party of the change in the address to which notices shall be sent. With respect to subsequent title holders, no notice need be served unless title holder shall have so requested such notice from each of the parties listed above.

17. PARTIES BOUND HEREUNDER; TRANSFER.

This Agreement and the rights, easements, covenants, conditions and restrictions herein set forth shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, lessee, sublessee, invitees, licensees and permittees, and whomsoever may succeed to their interests in the land affected by this Agreement. If any Record Owner of land situated within the Involved Premises shall sell a portion or all of such land to which he holds fee title, or if any person or entity shall succeed to the interest of ACS with respect to Site II, such Record Owner or ACS, as the case may be, shall thereupon be released and discharged from any and all further obligations under this Agreement as such Owner in connection with the land so sold or the leasehold interest succeeded to and the new Record Owner thereof or successor to the leasehold interest of ACS, as the case may be, shall be deemed by reason of having acquired title to such land or succeeded to such leasehold interest to have assumed all covenants and obligations related thereto which this Agreement imposes upon the Record Owner of such land or ACS during his ownership or possession on the case of ACS, thereof.

18. MORTGAGE OR DEED OF TRUST.

Each party serving a notice of default under this Agreement shall send by registered United States mail, postage prepaid, a copy of such notice to any holder of a mortgage or deed of trust covering all or part of the site of the party so served provided such holder shall have sent the party serving the notice of default a notice informing it of the existence of such mortgage or deed of trust and the address to which copies of such notices of default are to be sent, and such holders shall be permitted to cure any such default not later than sixty (60) days after a copy of the notice of default shall have been sent to such holder, provided that in the case of a default which cannot with diligence be remedied within such period of sixty (60) days, such holder shall have an additional period as may be necessary to remedy such default with diligence and continuity.

The breach of any of the covenants, agreements, conditions or restrictions set forth in this Agreement shall not defeat or affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such covenant, agreement, condition or restriction shall be binding upon and effective against any Record Owner of property thereby affected whose title thereto is acquired by foreclosure, trustee's sale or otherwise and shall also be binding upon any mortgagee or trustee in possession.

19. SECTION HEADINGS.

The section headings of the Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20. MISCELLANEOUS.

a. Development Site III. Trustee, as the Record Owner of Site III, his heirs, successors, assigns, lessees and sublessees hereby covenants and agrees that Site III will be developed by the Record Owners thereof and the lessees, sublessees, licensees and mortgagees thereof, in a manner consistent with sound and generally accepted shopping center development practice prevailing at the time of such development and consistent with the development and parking area layout of Sites I and II.

b. Proposed 83rd Street. Trustee, as the Record Owner of Site III, represents that "Proposed 83rd Street" will be dedicated promptly after execution hereof for public use as a public street. In the event, however, that for any reason whatsoever "Proposed 83rd Street" is not so dedicated, such Site shall nevertheless remain bound by the terms and provisions of and subject to the covenants, restrictions, obligations, and easements of this Agreement as covenants running with the land, as though said "Proposed 83rd Street" had been included as a Roadway under this Agreement. In the event "Proposed 83rd Street" is vacated in accordance with law, then such roadway shall be treated and considered as though such Roadway had never been dedicated for public use and shall be subject to the covenants, restrictions, obligations and easements of this Agreement.

c. Recording Costs. The cost of recording this Agreement and all Consents and Subordinations shall be shared equally by ACS and Trustee. The cost of recording any modifications, etc., to this Agreement shall be paid by the parties requesting or initiating such modification.

d. Mortgagee Approval. The parties hereto agree that this Agreement shall not be effective until and unless all mortgagees of record (on the date of the recordation of this Agreement) upon the land affected hereby (except upon Site II) have consented and subordinated their interest to the terms, provisions and rights created this Agreement. Trustee agrees to use his best efforts to secure such subordination agreements.

e. Default in Maintenance. The Record Owner of the sites described herein and any lessee thereof shall have the right to cure any default on the part of any Record Owner of any parcel of land comprising the Involved Premises either with respect to the maintenance of their respective portions of the Roadways or "Proposed 83rd Street" described herein, with the right of reasonable access for such purposes upon the property of such defaulting party and with the right to demand and collect reimbursement from such defaulting party of any amount so advanced together with interest at the maximum legal rate thereon from the date of such advance to the date of payment. No party shall have the right to cure any such default without giving such defaulting party thirty (30) days' written notice within which to cure the specified default or to begin such steps as are necessary to cure such default with dispatch and continuity.

f. Sublessee's Liability. ACS warrants and represents that neither Trustee, his heirs, successors, assigns, lessees, licensees, invitees nor permittees shall be deemed liable for any rents in respect to the sublease of those portions of the Roadways located upon Site II; nor shall they be liable to ACS for the maintenance and repair of said portions of the Roadways upon Site II by reason of the normal use thereof.

g. Other Agreements. The parties hereto acknowledge the existence of (i) a Cross-Easement Agreement, dated October 9, 1972, by and between Sturm Investment, Inc., ACS, recorded on October 27, 1972, in Book 45, Page 607 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (herein referred to as "Cross-Easement Agreement"); and (ii) an Easement Agreement dated October 9, 1972 by and between Sturm Investment, Inc. and ACS recorded on October 27, 1972, in Book 45, Page 606 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, (herein referred to as "Easement Agreement") and hereby agree that the terms and provisions of this Agreement shall be construed so as not to be inconsistent with the terms of those Agreements and in all events, shall be subject to the terms and provisions of those Agreements.

h. Warranty of ACS. ACS hereby warrants, covenants and represents with and to Trustee that it is in possession of Site II under a lease agreement with Walter Scott, Jr., dated September 25, 1972; that a copy of said lease agreement has been delivered to Trustee; that said copy of the lease agreement represents the lease rights of ACS as they are in effect on the date of this Agreement; and that ACS is not presently in a state of default under said lease agreement.

i. Waiver of Subrogation. The parties hereto stipulate and agree to waive and release each other and their respective successors, assigns, lessees, sublessees, licensees and permittees, from all liability or responsibility in connection with any and all claims that may arise by way of subrogation, indemnification, or contribution, against any of the parties hereto, in connection with the respective parcels involved in this Agreement and that each party shall assume whatever losses or claims that may be made against it or him. This stipulation shall be binding upon any and all insurance companies insuring the parties hereto, that may have or claim to have a subrogation, indemnification or contribution claim against any of the parties hereto and each of the parties hereto agree that its policies of insurance, both casualty and property, shall include a waiver of subrogation clause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AMERICAN COMMUNITY STORES CORPORATION,
a Texas corporation,

By Charles A. Monasee
Charles A. Monasee, President

George W. Venteicher
George W. Venteicher, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of June, 1974, before me, the undersigned, a Notary Public in and for said County, personally came CHARLES A. MONASEE, president of AMERICAN COMMUNITY STORES CORPORATION, a Texas corporation, to me personally known to be the president and identical person whose name is affixed to the above and foregoing Cross-Easement and Common Facilities Agreement, 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 the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

Lesly L. Nuss
Notary Public

47-381 H

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of June, 1974, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County, personally came GEORGE W. VENTEICHER, Trustee, to me known to be the identical person whose name is affixed to the foregoing Cross-Easement and Common Facilities Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Deborah Lynn Harrington
Notary Public

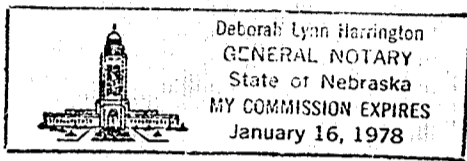


EXHIBIT "A"

Plat Showing Site I, Site II, and Site III, Harrison Street Roadway, 84th Street Roadway, and Proposed 83rd Street

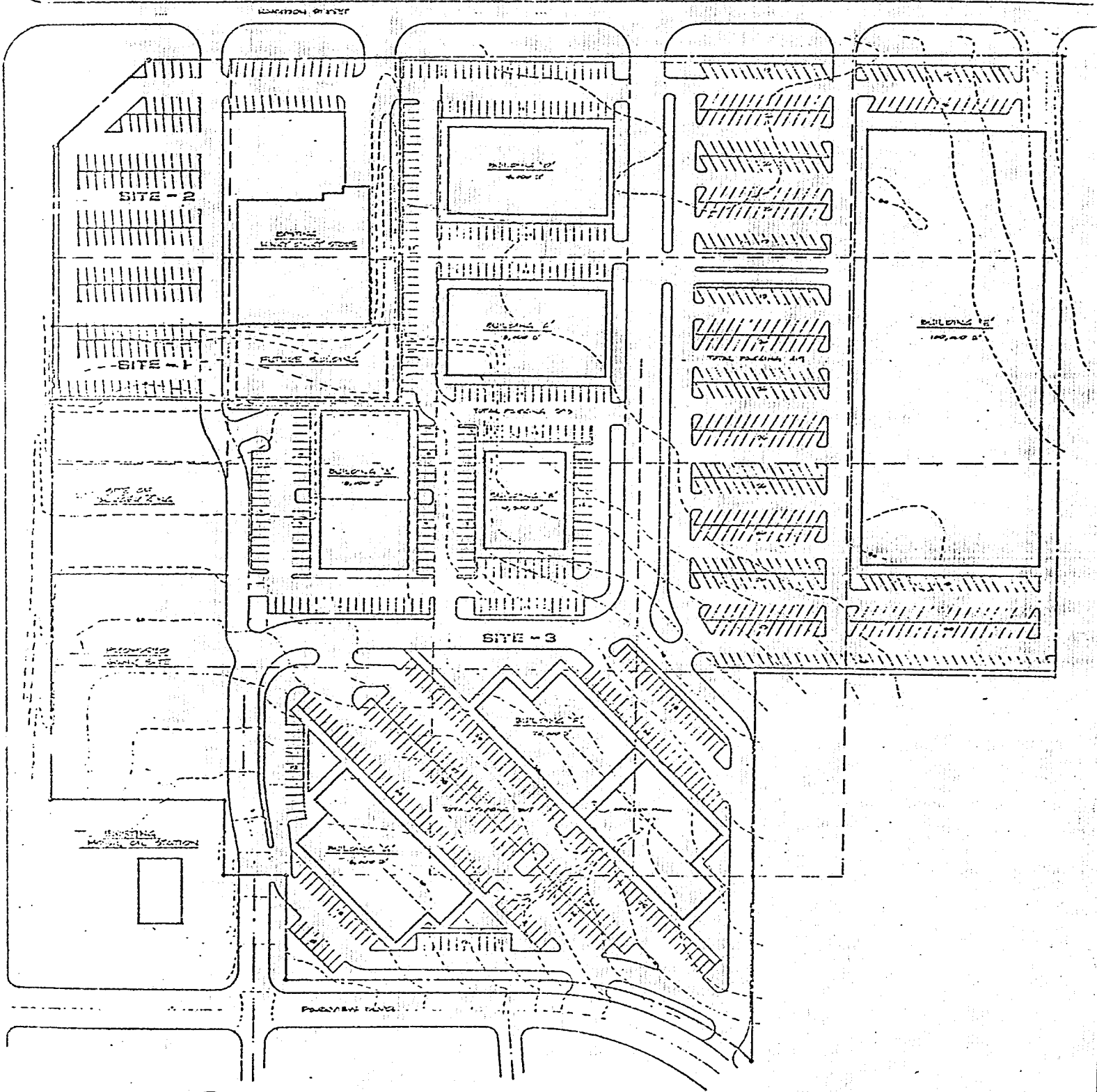


EXHIBIT "B"

Legal Description Site I:

PART OF LOT 1282, LA VISTA, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST THENCE SOUTH 00°11'00" WEST A DISTANCE OF 148.75 FEET ALONG THE WEST LINE OF SAID SECTION 14; THENCE SOUTH 89°49'00" EAST A DISTANCE OF 71.70 FEET; THENCE SOUTH 00 47'58" WEST A DISTANCE OF 201.85 FEET TO POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°47'58" WEST A DISTANCE OF 89.95 FEET; THENCE NORTH 89°57"00" EAST A DISTANCE OF 388.23 FEET; THENCE NORTH 00°03'00" WEST A DISTANCE OF 89.92 FEET; THENCE SOUTH 89°57'02" WEST A DISTANCE OF 386.80 FEET TO THE POINT OF BEGINNING.

Legal Description Site II:

PART OF LOT 1282, LA VISTA, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST THENCE SOUTH 00°11'00" WEST A DISTANCE OF 148.75 FEET ALONG THE WEST LINE OF SAID SECTION 14; THENCE SOUTH 89°49'00" EAST A DISTANCE OF 71.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°52'08" EAST A DISTANCE OF 142.37 FEET; THENCE NORTH 89°57'00" EAST A DISTANCE OF 281.63 FEET ON A LINE 50.0 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID SECTION 14; THENCE SOUTH 00°03'00" EAST A DISTANCE OF 300.89 FEET; THENCE SOUTH 89°57'02" WEST A DISTANCE OF 386.80 FEET; THENCE NORTH 00°47'58" EAST A DISTANCE OF 201.85 FEET TO THE POINT OF BEGINNING.

Legal Description Site III:

A PART OF COMMERCIAL LOT 1282, LA VISTA, AN ADDITION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1282; THENCE SOUTH 00°02'44" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 1282 A DISTANCE OF 700.11 FEET; THENCE NORTH 89°50'14" WEST ALONG THE SOUTH LINE OF SUBLOTS 'O' AND 'N' A DISTANCE OF 335.06 FEET; THENCE SOUTH 00°11'00" WEST A DISTANCE OF 234.10 FEET TO THE NORTHEAST CORNER OF LOT 1281; THENCE SOUTH 89°57'00" WEST ALONG THE NORTH LINE OF SAID LOT 1281 A DISTANCE OF 599.65 FEET TO A POINT ON THE WEST LINE OF SUBLOT 'T'; THENCE NORTH 00°09'46" EAST ALONG THE EAST LINE OF SUBLOT 'T' A DISTANCE OF 85.00 FEET; THENCE NORTH 89°50'14" WEST A DISTANCE OF 198.25 FEET; THENCE NORTH 00°47'58" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 85 A DISTANCE OF 454.99 FEET; THENCE NORTH 89°57'00" EAST A DISTANCE OF 388.23 FEET; THENCE NORTH 00°03'00" WEST A DISTANCE OF 390.81 FEET; THENCE NORTH 89°57'00" EAST ALONG THE NORTH LINE OF SAID LOT 1282 A DISTANCE OF 738.02 FEET TO THE POINT OF BEGINNING;

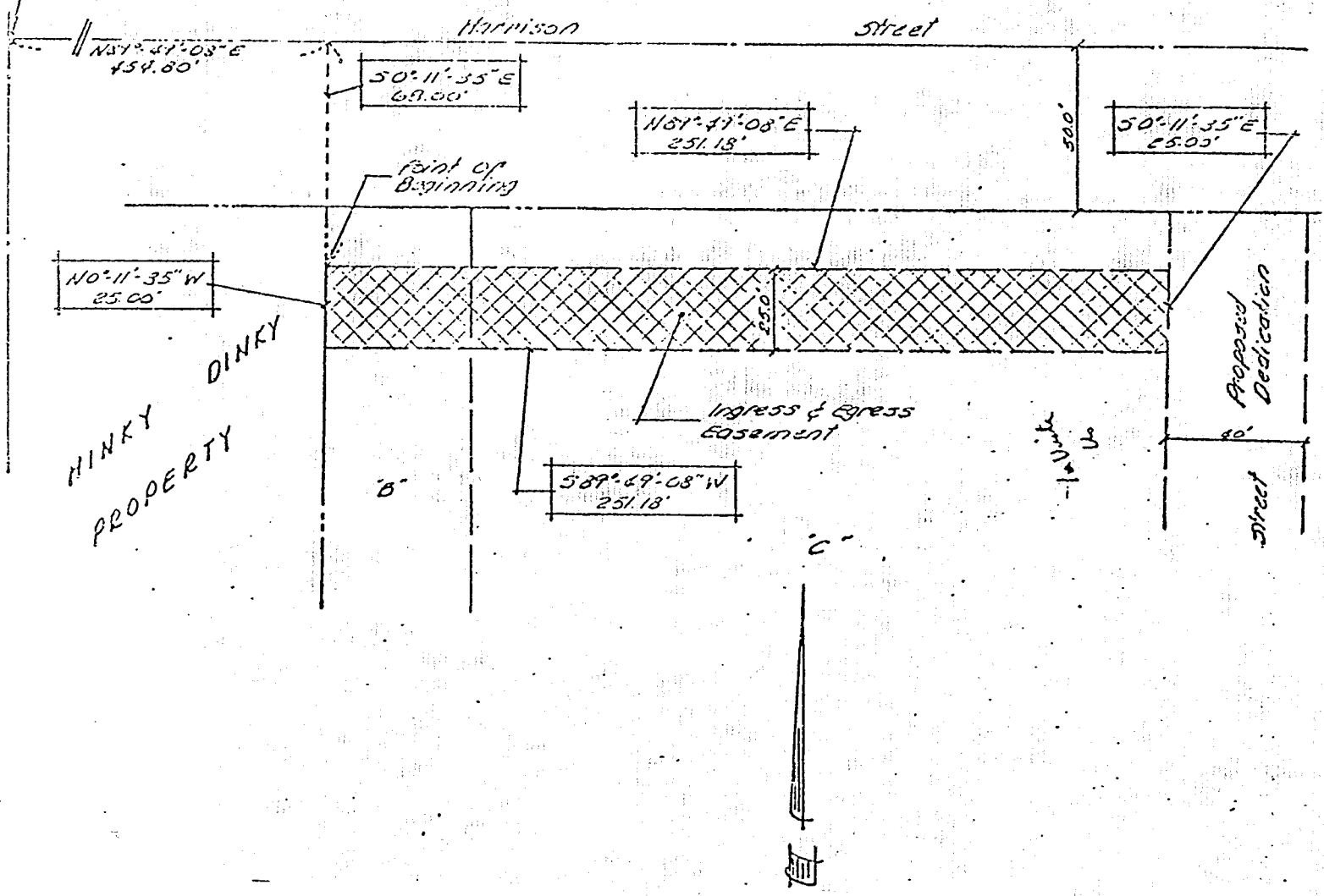
and

LOT 1281 LA VISTA, AN ADDITION IN SARPY COUNTY, NEBRASKA.

47-381 *

EXHIBIT "C"
Harrison Roadway on
Site III

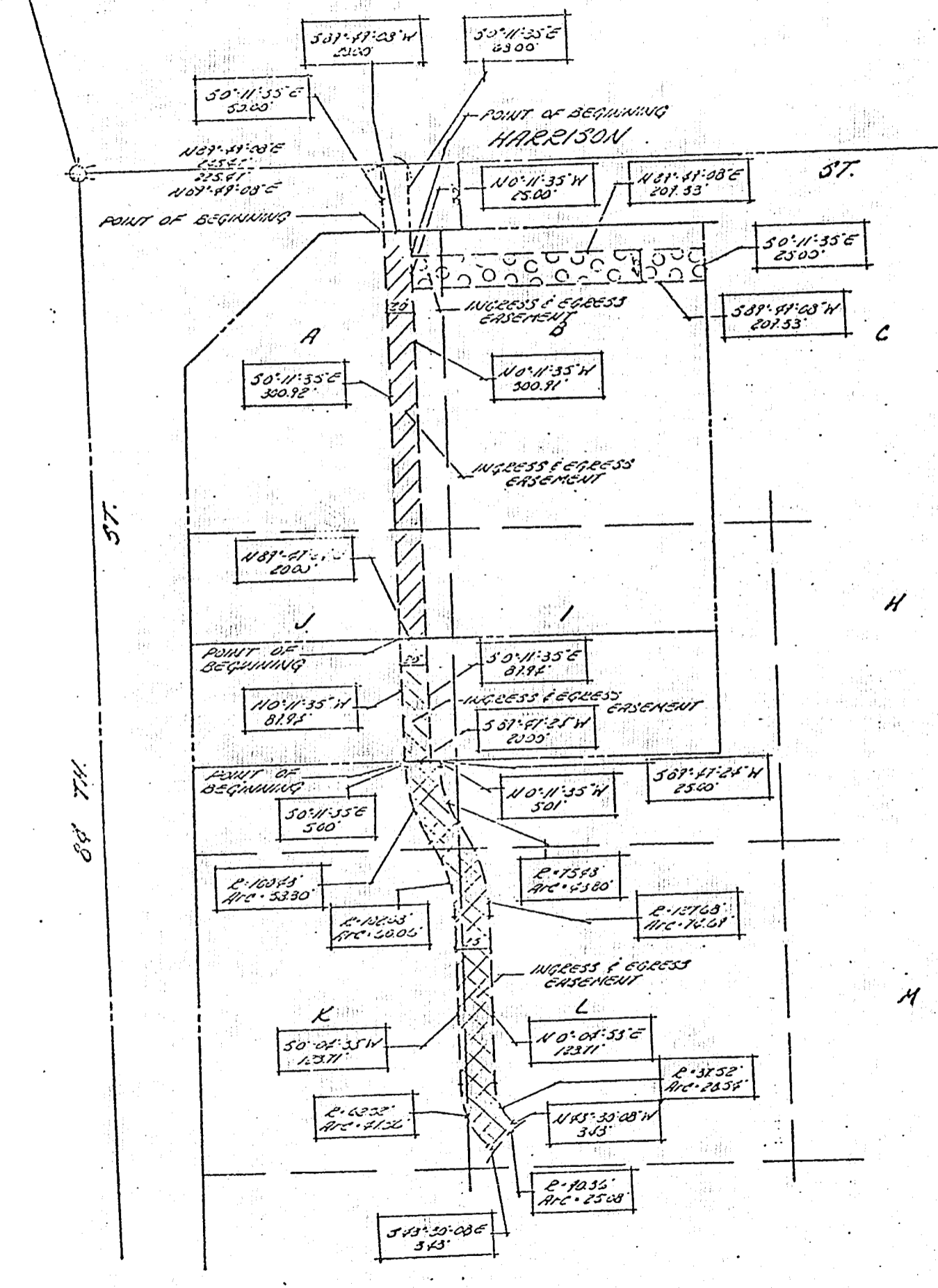
Northwest Corner of Section 14,
T14N, R12E of the 6th P.M., Sarpy
County, Nebraska.



47-581-L

EXHIBIT "D"
Harrison Roadway on Site II
(Easement "A"); 84th Street Roadway
on Site I (Easement "C"),
Site II (Easement "B"), and Site III (Easement "D")

N.H. COURSE OF SECTION 14
THAN RISE OF THE 6TH PM.
SARPY COUNTY, N.H. 03025



LEGEND

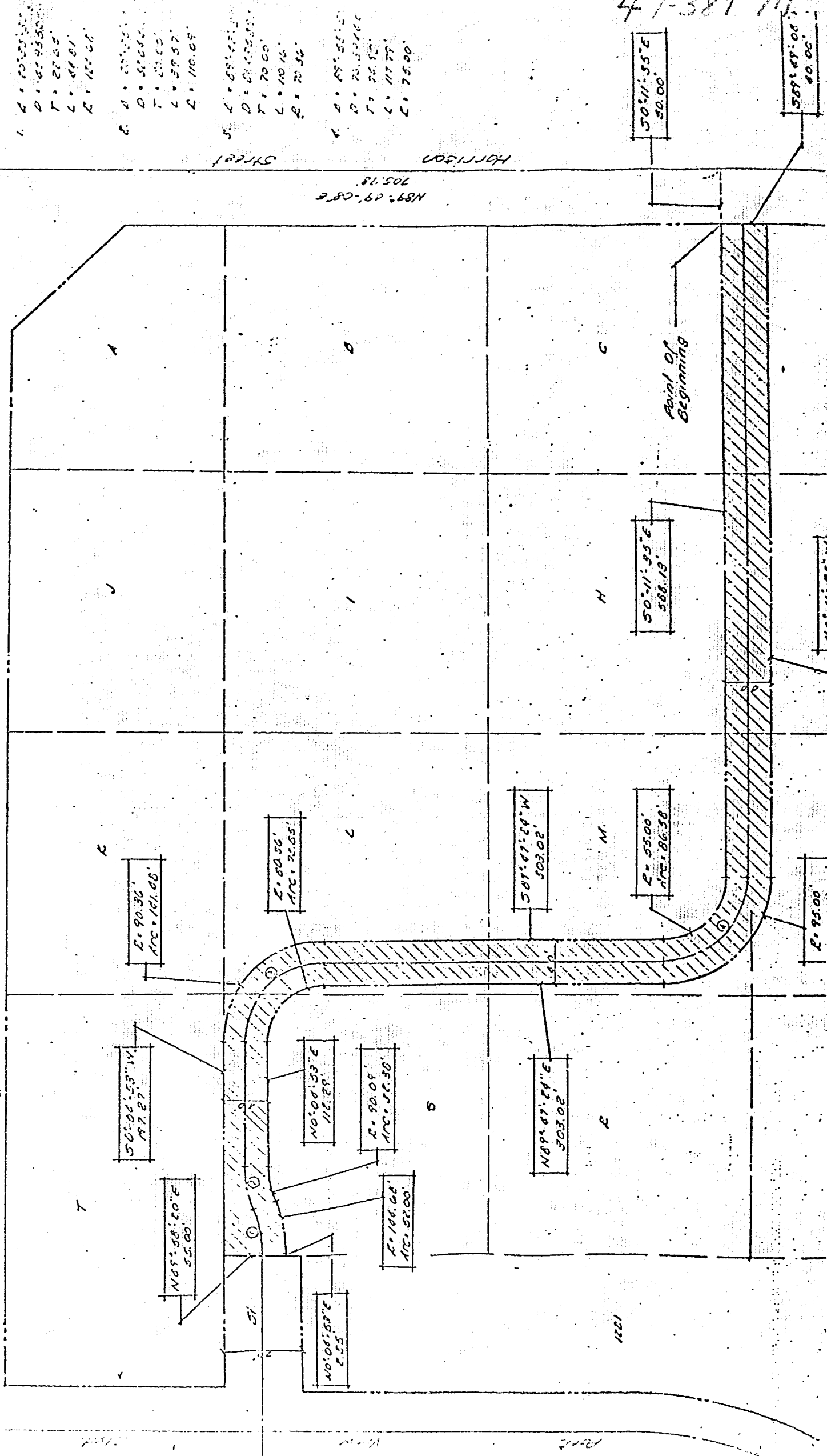
EASEMENT "A"	□□□□□□
EASEMENT "B"	▨▨▨▨▨▨
EASEMENT "C"	▤▤▤▤▤▤
EASEMENT "D"	▦▦▦▦▦▦

11/25/00

EXHIBIT "L"
Proposed 83rd Street

47-381 M

Scale: 1" = 100'



- Curve Data:
- 1. L = 20.00', D = 50.00', T = 27.00', L = 41.01', R = 100.00'
 - 2. L = 20.00', D = 50.00', T = 27.00', L = 41.01', R = 100.00'
 - 3. L = 20.00', D = 50.00', T = 27.00', L = 41.01', R = 100.00'
 - 4. L = 20.00', D = 50.00', T = 27.00', L = 41.01', R = 100.00'

50°11'55"E
50.00'

589°49'08"
80.00'

50°11'55"E
588.13'

N 82°18'18"E
303.02'

L = 55.00'
ARC = 86.58'

L = 95.00'

L = 90.36'
ARC = 101.68'

L = 80.56'
ARC = 25.05'

N 89°27'29"E
303.02'

L = 90.00'
ARC = 36.50'

L = 148.08'
ARC = 52.00'

50°06'53" W
192.87'

N 69°58'50"E
55.00'

N 0°06'53"E
55.52'

N 0°06'53"E
55.52'

N 0°06'53"E
116.23'

L = 148.08'
ARC = 52.00'

N 0°06'53"E
55.52'

N 0°06'53"E
55.52'

N 0°06'53"E
55.52'

EXHIBIT "F"
Proposed 83rd Street-to be
Dedicated (Site III)

PART OF COMMERCIAL LOT 1282, LA VISTA, SARPY COUNTY, NEBRASKA
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; THENCE N 89° 49' 08" E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION, 705.98 FEET; THENCE S 0° 11' 35" E, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1282; THENCE CONTINUING S 0° 11' 35" E, 588.13 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 55.00 FEET, CHORD BEARING S 44° 47' 55" W, CHORD DISTANCE 77.77 FEET) AN ARC DISTANCE OF 86.38 FEET TO A POINT OF TANGENCY; THENCE S 89° 47' 24" W, 303.02 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT (RADIUS BEING 90.36 FEET, CHORD BEARING S 44° 56' 08" W, CHORD DISTANCE 127.46 FEET) AN ARC DISTANCE OF 141.48 FEET TO A POINT ON THE EAST LINE OF LOT "T" OF SAID COMMERCIAL LOT 1282; THENCE S 0° 04' 53" W ON SAID EAST LINE, 197.27 FEET TO A POINT ON THE SOUTH LINE OF LOT "S" OF SAID COMMERCIAL LOT 1282; THENCE N 89° 58' 20" E ON SAID SOUTH LINE, 55.00 FEET; THENCE N 0° 04' 53" E, 2.35 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT (RADIUS BEING 144.68 FEET, CHORD BEARING N 10° 12' 44" W, CHORD DISTANCE 51.72 FEET) AN ARC DISTANCE OF 52.00 FEET; THENCE CONTINUING NORTHWESTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 90.09 FEET, CHORD BEARING N 10° 12' 44" W, CHORD DISTANCE 32.20 FEET) AN ARC DISTANCE OF 32.38 FEET TO A POINT OF TANGENCY; THENCE N 0° 04' 53" E, 112.29 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 50.36 FEET, CHORD BEARING N 44° 56' 08" E, CHORD DISTANCE 71.04 FEET) AN ARC DISTANCE OF 78.85 FEET TO A POINT OF TANGENCY; THENCE N 89° 47' 24" E, 303.02 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT (RADIUS BEING 95.00 FEET, CHORD BEARING N 44° 47' 55" E, CHORD DISTANCE 134.33 FEET) AN ARC DISTANCE OF 149.20 FEET TO A POINT OF TANGENCY; THENCE N 0° 11' 35" W, 588.12 FEET TO A POINT ON SAID NORTH LINE OF LOT 1282; THENCE S 89° 49' 08" W ON SAID NORTH LINE, 40.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "G"

Legal Description of Harrison Roadway on Site II:

THAT PART OF COMMERCIAL LOT 1282, CITY OF LA VISTA, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA; THENCE N 89°49'08" E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 14, 245.47 FEET; THENCE S 0°11'35" E, 68.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°49'08" E ON A LINE 68.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF SECTION 14, 209.33 FEET; THENCE S 0°11'35" E, 25.00 FEET; THENCE S 89°49'08" W ON A LINE 93.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF SECTION 14, 209.33 FEET; THENCE N 0°11'35" W, 25.00 FEET TO THE POINT OF BEGINNING.

Legal Description of Harrison Roadway on Site III:

AN EASEMENT OF INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER PART OF COMMERCIAL LOT 1282, CITY OF LA VISTA, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T14N, R12E OF THE 6th P.M., SARPY COUNTY NEBRASKA; THENCE N 89°49'08" E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 14, 454.80 FEET; THENCE S 0°11'35" E, 68.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°49'08" E ON A LINE 68.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF SECTION 14, 251.18 FEET; THENCE S 0°11'35" E, 25.00 FEET; THENCE S 89°49'08" W ON A LINE 93.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF SECTION 14, 251.18 FEET; THENCE N 0°11'35" W, 25.00 FEET TO THE POINT OF BEGINNING.

Legal Description of 84th Street Roadway on Site I:

A PERMANENT EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER PART OF COMMERCIAL LOT 1282, CITY OF LA VISTA, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA; THENCE N 89°49'08" E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 14, 225.47 FEET; THENCE S 0°11'35" E, 350.92 FEET TO THE POINT OF BEGINNING; THENCE N 89°47'24" E, 20.00 FEET; THENCE S 0°11'35" E, 89.94 FEET; THENCE S 89°47'24" W, 20.00 FEET; THENCE N 0°11'35" W, 89.94 FEET TO THE POINT OF BEGINNING.

Legal Description of 84th Street Roadway on Site II:

THAT PART OF COMMERCIAL LOT 1282, CITY OF LA VISTA, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA; THENCE N 89°49'08" E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 14, 225.47 FEET; THENCE S 0°11'35" E, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1282; THENCE CONTINUING S 0°11'35" E, 300.92 FEET; THENCE N 89°47'24" E, 20.00 FEET; THENCE N 0°11'35" W, 300.91 FEET TO A POINT ON SAID NORTH LINE OF LOT 1282; THENCE S 89°49'08" W ON SAID NORTH LINE, 20.00 FEET TO THE POINT OF BEGINNING.

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Legal Description of 84th Street Roadway on Site III:

A PERMANENT EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER PART OF COMMERCIAL LOT 1282, CITY OF LA VISTA, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T14N, R12E, OF THE 6th P.M., SARPY COUNTY, NEBRASKA; THENCE N 89°49'08" E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 14, 225.47 FEET; THENCE S 0°11'35" E, 440.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 0°11'35" E, 5.0 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT (RADIUS BEING 100.48 FEET, CHORD BEARING S 16°48'58" E, CHORD DISTANCE 57.49 FEET) AN ARC DISTANCE OF 58.30 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 102.68 FEET, CHORD BEARING S 16°48'58" E, CHORD DISTANCE 59.21 FEET) AN ARC DISTANCE OF 60.06 FEET TO A POINT OF TANGENCY; THENCE S 0°04'53" W, 123.71 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT (RADIUS BEING 62.52 FEET, CHORD BEARING S 21°52'23" E, CHORD DISTANCE 46.42 FEET) AN ARC DISTANCE OF 47.56 FEET TO A POINT OF TANGENCY; THENCE S 43°30'08" E, 3.43 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 90.36 FEET, CHORD BEARING N 46 29'56" E, CHORD DISTANCE 25.00 FEET) AN ARC DISTANCE OF 25.08 FEET; THENCE N 43°30'08" W, 3.43 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 37.52 FEET, CHORD BEARING N 21°52'23" W, CHORD DISTANCE 27.86 FEET) AN ARC DISTANCE OF 28.54 FEET TO A POINT OF TANGENCY; THENCE N 0°04'53" E, 123.71 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT (RADIUS BEING 127.68 FEET, CHORD BEARING N 16°48'58" W, CHORD DISTANCE 73.63 FEET) AN ARC DISTANCE OF 74.69 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 75.48 FEET, CHORD BEARING N 16°48'58" W, CHORD DISTANCE 43.18 FEET) AN ARC DISTANCE OF 43.80 FEET TO A POINT OF TANGENCY; THENCE N 0°11'35" W, 5.01 FEET; THENCE S 89°47'24" W, 25.00 FEET TO THE POINT OF BEGINNING.