

FILED SARPY CO. NE.
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Glenn J. Lowling
REGISTER OF DEEDS

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Re: Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2, subdivisions in Sarpy County, Nebraska, as surveyed, platted and recorded.

AMENDED AND RESTATED ECR DECLARATION

THIS AMENDED AND RESTATED ECR DECLARATION (this "Amended and Restated Declaration") is hereby made and entered into as of this 31st day of December, 2004, by HICKORY HILL ASSOCIATES, L.L.C., a Nebraska limited liability company ("Declarant").

PRELIMINARY STATEMENT

Declarant executed a certain ECR Declaration dated August 25, 1994, and recorded August 26, 1994, as Instrument No. 94-19130F through 94-19130U, inclusive, in the records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") which created certain easements and restrictions affecting Lots 1, 2, 3, and 4 of Hickory Hill Plaza, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

The Declaration was recorded as Attachment "A" to that certain Development Agreement dated August 23, 1994, and recorded as Instrument No. 94-19130 through 94-19130E, inclusive, in the records of the Register of Deeds of Sarpy County, Nebraska (the "Development Agreement").

Subsequent to the recordation of the Development Agreement and the Declaration, Lots 2, 3 and 4, Hickory Hill Plaza were subdivided by Administrative Subdivision into two (2) lots known as Lots 1 and 2, Hickory Hill Plaza Replat, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Lot 2, Hickory Hill Plaza Replat was later subdivided by Administrative Subdivision into six (6) lots known as Lots 1 through 6, inclusive, Hickory Hill Plaza Replat 2, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

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Declarant is the owner of Lot 1, Hickory Hill Plaza, and Lots 1 through 6, inclusive, Hickory Hill Plaza Replat 2, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Fareway Stores, Inc., an Iowa corporation ("Fareway") is the owner of Lot 1, Hickory Hill Plaza Replat, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded (sometimes referred to as the "Fareway Parcel").

Declarant executed a certain First Amendment to ECR Declaration dated November 14, 2003, and recorded November 17, 2003, as Instrument No. 2003-68504, in the records of the Register of Deeds of Sarpy County, Nebraska (the "First Amendment") which made certain modifications to the Declaration.

Declarant desires to make certain additional modifications to the Declaration, as amended by the First Amendment, as set forth below. To that end, Declarant has incorporated such additional modifications, together with the Declaration and the First Amendment, in this comprehensive AMENDED AND RESTATED ECR DECLARATION which supersedes and replaces in their entirety the Declaration and First Amendment.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Amended And Restated Declaration in its entirety, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby establishes the following easements, covenants, and restrictions.

1. Definitions. The terms in this Section 1 shall have the following meanings:

1.1 Association. The term "Association" shall mean the Hickory Hill Business Association, a Nebraska nonprofit corporation, and its successors and assigns.

1.2 Building Area. The term "Building Area" means and includes that area of the Shopping Center upon which a building, buildings, or other structures may be constructed or erected.

1.3 Common Areas. The term "Common Areas" shall mean and include all parts of the Shopping Center which are devoted primarily for parking, approaches, exists, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads, loading areas (excluding loading docks) and other similar areas or exterior areas not used as a "Building Area".

1.4 Owner. The term "Owner" shall mean any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding of record an ownership interest in fee in a portion or all of a Parcel.

1.5 Parcel. The term "Parcel" shall mean or refer to any of the following platted lots: Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2, subdivisions in Sarpy County, Nebraska, as surveyed, platted and recorded. The term "Parcels" shall mean all of the platted lots identified in this Section 1.5 and any administrative subdivision(s), replat(s) or lot combination(s) of such Parcels. From time to time reference to one or more Parcels will be made in this Amended And Restated Declaration by its or their platted lot number(s).

1.6 Permittees. The term "Permittees" shall mean: (i) the respective Owners of each Parcel comprising the Shopping Center and its respective successors, assigns, heirs, and personal representatives; (ii) such Owners' agents, customers, invitees, licensees, employees, servants, and contractors; (iii) such Owners' tenants and subtenants and their respective customers, invitees, employees, servants, licensees, contractors, and agents; and (iv) such Owners' land contract purchasers, mortgagees and beneficiaries under deeds of trust.

1.7 Shopping Center. The term "Shopping Center" shall mean all of the Parcels as a group.

2. Grant of Easements. The Declarant hereby grants to the Permittees the following easements:

2.1 Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Parcel and: (i) each other Parcel; (ii) the public streets now or hereafter abutting or located on any portion of the Shopping Center; and (iii) the public walkways now or hereafter abutting or located on any portion of the Shopping Center; limited, however, to those portions of each Parcel which are improved by the Owner thereof from time to time for pedestrian walkways and made available for general use, as such portions may be altered, relocated or eliminated from time to time by each such Owner.

2.2 Vehicular and Access Easements. Nonexclusive easements for the purpose of vehicular traffic and access between each Parcel and: (i) each other Parcel; and (ii) the public streets now and hereafter abutting or located on any portion of the Shopping Center; limited, however, to those portions of the Parcels which are improved by the Owner thereof from time to time for vehicular accessways and made available for general use, as such portions may be altered, relocated or eliminated from time to time by each such Owner.

2.3 Driveway Easements. Nonexclusive easements for the purpose of vehicular and pedestrian traffic and access over and upon the portions of Lots 4 and 5, Hickory Hill Plaza Replat 2 depicted on and legally described on the driveway easements annexed to this Amended And Restated Declaration as Exhibits "A" and "A-1" (collectively the "Driveways"). At the sole and exclusive option of the Owners of Lots 4 and 5, Hickory Hill Plaza Replat 2 and without the necessity to amend this Amended And Restated Declaration, the Owners of Lots 4 and 5 may create a separately platted Outlot for the Driveways by administrative plat or otherwise. If such an Outlot is created, the Owners of Lots 4 and 5 shall convey the Outlot to the Association, at no cost to the Association, subject to all the terms, conditions, restrictions and easements of this Amended And Restated Declaration. Upon recordation of the conveyance to the Association, the

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Association shall be deemed to have accepted the conveyance and shall perform all of the maintenance responsibilities with respect to the Driveway Easements as required by this Amended And Restated Declaration.

2.4 Maintenance of Driveway Easements. Until such time as another Parcel in the Shopping Center is improved and any business thereon has opened for business to the public (a "New Business"), the Owner of Lot 1, Hickory Hill Plaza Replat (the "Fareway Parcel") shall be solely responsible for the removal of snow and ice from the Driveways.

Upon the opening of a New Business on a Parcel other than the Fareway Parcel, the Association shall become responsible, subject to reimbursement as hereafter provided, for the maintenance (including snow removal), repair, replacement and operation of the Driveways. Upon the opening of such New Business, the Owner of the Fareway Parcel shall have no further responsibility with respect to the Driveways except that the Owner of the Fareway Parcel shall then be responsible, beginning with the opening of such New Business, to pay eight percent (8%) of the costs of maintenance, repair, replacement and operation (collectively "Maintenance Costs") of the Driveways. The Association shall submit invoices to the Owners of the Fareway Parcel and to the Owners of Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2, together with supporting data for such Maintenance Costs no more frequently than quarterly. Such invoices shall be paid within thirty (30) days of their receipt; payments not paid within such thirty (30) days shall accrue interest at the National prime rate (as published in *The Wall Street Journal* or substitute publication) plus three percent (3%) until paid.

2.5 Utility Easements.

(a) The Owners of the Parcels shall cooperate in the granting of appropriate and proper underground easements for the installation, repair and replacement of and connection to storm sewers, sanitary sewers, electrical, water, gas, telephone and cable lines and related systems (hereinafter collectively "Utilities") necessary for the orderly development and operation of the Shopping Center. The Owner of the Parcel affected shall use its best efforts to cause the installation of such underground sewers and utilities prior to paving of the Common Areas on such Parcel. No such lines, systems, sewers, or utilities serving one or more Parcels shall be installed within any portion of any Parcel whose Owner has designated such portion as a Building Area or expansion area, it being the intent hereof that such easements, if any, shall be situated under Common Areas.

The Owner of any Burdened Parcel affected by any of such sewer and utility easements will have the right, at any time, and from time to time, to relocate any such easements then located on the Burdened Parcel on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the easements to be relocated; (ii) such relocation, without the prior consent of the Owner of the Benefited Parcels, will not interrupt during business hours any sewer or utility service to the improvements then located on the Benefited Parcels; (iii) such relocation will not materially reduce or impair the usefulness or function of the easements to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the easements.

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(b) The Declarant does hereby grant and convey unto the Owners of the Parcels and to the Owners' respective successors and assigns, easements for the right to construct, maintain, operate, inspect, repair and replace underground Utilities and appurtenances thereto, in, through and under those portions of the parcels of land as hereinafter described:

(i) easements for storm sewers and appurtenances thereto as described on Exhibits "B", "B-1" and "B-2" annexed to this Amended And Restated Declaration;

(ii) easements for water lines and appurtenances thereto as described on Exhibits "C" and "C-1" annexed to this Amended And Restated Declaration;

(iii) easements for gas lines and appurtenances thereto as described on Exhibit "D", "D-1" and "D-2" annexed to this Amended And Restated Declaration;

(iv) easements for sanitary sewers, water lines and related appurtenances thereto as described on Exhibits "E", "E-1" and "E-2" annexed to this Amended And Restated Declaration; and

(v) easements for sanitary sewers and appurtenances thereto as described on Exhibits "F" and "F-1" annexed to this Amended And Restated Declaration.

No buildings or structures shall be placed in, on, over or across the above described easement areas without the express approval of the Declarant. Landscaping, drives and parking area surface and/or pavement shall be permitted over and on the above described easement areas. The Owner of each Burdened Tract which is subject to the easements created in Section 2.3 (b) (i)-(v) above shall be responsible for the repair, maintenance and replacement of the Utilities located within the Burdened Tract and the improvements constructed on the easement area.

2.6 Fire and Emergency Access. Nonexclusive easements for the purpose of fire protection and emergency access between each Parcel and each other Parcel for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas of each Parcel.

2.7 Self Help Easements. Nonexclusive rights of entry and easements in favor of the Owners of Lot 1, Hickory Hill Plaza Replat, and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 over, across, and under each Parcel for all purposes reasonably necessary to enable the Owners of Lot 1, Hickory Hill Plaza Replat, and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 to perform any of the provisions of this Amended And Restated Declaration which a defaulting Owner has failed to perform, such easements to be exercised as provided in Section 17.2 of this Amended And Restated Declaration.

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2.8 Unimpeded Access. No barricades, fences or other dividers will be constructed between the Parcels and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic throughout the Shopping Center in the areas designated for such purpose by the Owner of each Parcel except for curbing reasonably designed and installed to assist traffic control; provided, that each Owner will have the right to erect barriers, once each year (but not during the months of October, November and December) for a period not exceeding twenty-four (24) hours, to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

2.9 Use of Easements. Subject to the reasonable rules and regulations adopted for the use of each Parcel by the Owner thereof, the use of all easements created by this Amended And Restated Declaration will, in each instance, be nonexclusive and for the use and benefit of the Permittees. Each Owner specifically reserves the right, at any time and from time to time, to promulgate such rules and regulations applicable to the Owner's Parcel as might be reasonably imposed, but in all cases consistently applied and uniformly enforced to promote the health, safety, welfare and security of such Parcel, the improvements located thereon, and the Owner's tenants and subtenants and their customers. Each Owner may, at any time and from time to time, remove, exclude and restrain any person from the use, occupancy or enjoyment of any easement hereby created or the area covered thereby for failure to observe the reasonable rules and regulations established as permitted herein. If the unauthorized use is being made of any easement area by any of the Permittees, such unauthorized use may be restrained or terminated by appropriate proceedings after written notice to the defaulting Owner and failure to abate such unauthorized use within fourteen (14) days after receipt of such notice.

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Nothing in this Amended And Restated Declaration shall be interpreted to permit, nor shall the Owner of any Parcel impose any charge or cost for the use of any of the Common Areas.

2.10 Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities and except as otherwise specifically provided in this Amended And Restated Declaration, the Owner of each Burdened Tract will operate, maintain and replace all of the areas of the Burdened Tract which are subject to the pedestrian and vehicular easements created in this Amended And Restated Declaration in sound structural and operating condition at the sole expense of the Owner of the Burdened Tract. Additionally, the Owner of each Parcel, at its own expense, shall repair, maintain and replace the Common Areas and all improvements within or upon any Building Area (the "Improvements") from time to time located on such Parcel. Such repairs, replacements and maintenance shall include, but shall not be limited to:

(a) maintenance, repair and replacement of the surface and subsurface of any parking areas so as to maintain level, smooth and evenly covered parking areas with the type of materials originally installed or used thereon, or such substitutes as will in all material respects be equal to such materials in quality, appearance, use and durability;

(b) maintenance, repair and replacement of all buildings and other improvements. Nothing in this paragraph shall be construed to obligate the Owner of any Parcel to restore any building or improvement destroyed by fire or other casualty; however, if such building or improvement is not replaced, then it shall be razed within a reasonable time, all debris removed, and all unpaved or unlandscaped areas seeded;

(c) maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, weeding, watering, mowing and trimming thereof and the making of such replacements of shrubs, trees and other landscaping as is necessary to maintain the same in a first-class condition;

(d) removal from the Common Areas of papers, debris, ice, snow, refuse, filth and any hazards to persons using such areas, and washing or thoroughly sweeping paved areas as required to keep such areas in a clean and orderly condition;

(e) maintenance of such appropriate parking area entrance, exit and directional signs, markers and lights as may be reasonably required from time to time;

(f) such striping, painting and repainting as may be required to maintain the parking areas and equipment installed thereon in good condition and repair; and

(g) maintenance and replacement of all lighting equipment, facilities and identification signs.

The standard of care applicable to repairs and maintenance required under this Amended And Restated Declaration shall be that of a first-class shopping center.

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The Owner of each Burdened Tract will operate, maintain and replace all sewers and utilities located within the boundaries of such Burdened Tract in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Benefited Tract or Tracts which are serviced by such Utility Facilities in the ratio which the gross leasable area of the improvements located on each Benefited Tract bears to the total gross leasable area of the improvements located on all Benefited Tracts; provided, however, that each Owner will pay all costs associated with the construction, operation, maintenance and replacement of utilities and the consumption of utility services which relate solely to the improvements located on an individual Parcel and no other Owner will have any liability with respect thereto.

3. The Association. To ensure the prompt and satisfactory performance of the repair, replacement, operation and maintenance responsibilities described in Section 2.4 of this Amended And Restated Declaration, the Declarant will cause the incorporation of the Association. The Association shall be responsible for the maintenance, repair and replacement of the Driveway Easements as described in Sections 2.3 and 2.4 above.

(a) The Owner of each Parcel shall be a member of the Association. For the purposes of determining voting privileges in the Association only, the term "Owner" shall not include those parties having an interest in any Parcel merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Parcel under a land contract or similar instrument shall be considered the "Owner" for purposes of the Association. Membership shall be appurtenant to and may not be separated from the ownership of each Parcel.

(b) The Owner of each Parcel, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Association. Notwithstanding the foregoing, until such time as Declarant has transferred record fee title to all of the Parcels, Declarant shall be the sole voting member of the Association. Provided, however, in no event shall Declarant exercise such voting privileges to terminate the Association unless the Declarant is the Owner of all of the Parcels.

(c) The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors, by the officers shall include, but shall not be limited to, the following:

(i) the maintenance (including, but not limited to, snow and ice removal and trash pickup), repair, replacement, and operation of the Driveways

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(including traffic control signs installed within or adjacent to such Driveways) (collectively "Maintenance Costs");

(ii) the fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Amended And Restated Declaration;

(iii) the expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, the purchase of liability insurance coverages for the Association, its Board of Directors, officers, employees, agents, and members;

(iv) the exercise of all the powers and privileges, and the performance of all the duties and obligations of the Association as set forth in this Amended And Restated Declaration, as the same may be amended from time to time;

(v) the deposit, investment and reinvestment of Association funds in bank accounts, government securities, money market funds or accounts, and certificates of deposit;

(vi) the employment of professionals (including property managers or property management companies) and consultants to advise and assist the officers and Board of Directors of the Association in the performance of their duties and responsibilities;

(vii) the acquisition by purchase or otherwise and disposition of personal property necessary for the conduct of the affairs of the Association;

(viii) general administration and management of the Association and execution of such documents and performance of such acts as may be necessary or appropriate to accomplish such administration or management;

(ix) the promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Driveway Easements, provided always that such rules are uniformly applicable to all Owners; and

(x) the exercise, promotion, enhancement and protection of the privileges and interests of the Owners.

(d) Subject to the prescribed percentage of participation applicable to the Fareway Parcel as described in Section 2.4 of this Amended And Restated Declaration above and Section 3 (d) (vii) below, the Board of Directors of the Association shall fix, levy and charge the Owner of each Parcel with dues and assessments (herein referred to respectively as "Dues and Assessments") under the following provisions of this Amended And Restated Declaration. Except as otherwise specifically provided, the Dues and

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Assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board of Directors.

(i) Notwithstanding any other provision of this Amended And Restated Declaration, the Board of Directors may abate all or part of the Dues and Assessments due in respect of any Parcel.

(ii) The Dues and Assessments, together with interest thereon, if any, shall be the personal obligation of the Owner of each Parcel at the time when the Dues and Assessments first become due and payable. The Dues and Assessments, together with interest thereon, if any, shall also be charged against and constitute a continuing lien upon the Parcel in respect of which the Dues and Assessments are charged. Personal obligation for delinquent Dues and Assessments shall pass to the successors in title to the Parcel and such successors shall take title subject to the lien for such Dues and Assessments.

(iii) The Dues and Assessments collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association.

(iv) The Dues and Assessments which may become due and payable in any year shall be based on a budget adopted at least annually by the Board of Directors. The Board of Directors shall adopt and fix, in reasonably itemized detail, the annual budget for the then anticipated expenses, expenditures and general operational costs of the Association for said upcoming fiscal year. Fees for the general administration and management of the Association shall not annually exceed fifteen percent (15%) of the Dues and Assessments levied by the Association. The Board of Directors shall provide a summary of the budget and the time and manner of payment therefor to all Owners.

(v) In addition to the budgeted Dues, the Board of Directors may levy excess or additional Dues or Assessments for the purposes of defraying, in whole or in part, the costs of any construction, reconstruction, repair, maintenance, improvement, or replacement of the Driveway Easements and related facilities.

(vi) With the exception of the Fareway Parcel, each of the Parcels shall be charged Dues and Assessments based on a fraction, the numerator of which is the gross square feet of the Owner's Parcel and the denominator of which is the aggregate gross square feet of Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 (including Parcels created as a result of a lot split, administrative plat or subdivision or replat).

(vii) The Dues and Assessments for the Fareway Parcel shall be eight percent (8%) of the Maintenance Costs and such amount shall be taken into account in determining any Dues and Assessments imposed or assessed against the Parcels (excluding the Fareway Parcel).

7

(viii) The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Dues and Assessments on a specified Parcel have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding Dues and Assessments. The Dues and Assessments shall be a lien as of the date the Dues and Assessments are established by the Board of Directors.

(ix) Any installment of Dues and Assessments which is not paid when due and payable shall be delinquent. The delinquent Dues and Assessments shall bear interest from such due date to the date of payment at the National prime rate (as published in *The Wall Street Journal* or substitute publication) plus three percent (3%) per annum, compounded annually, until paid. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose the lien against the appropriate Parcel, and pursue any other legal or equitable remedy. The Association shall be indemnified by the Owner involved in any collection effort or legal action against the costs and reasonable attorney's fees incurred by the Association with respect to such collection effort or action. No Owner may waive or otherwise escape liability for this obligation and lien provided for in this Section 3 except by transfer of title, in which event the successor in title shall be solely liable. The mortgagee or beneficiary under a deed of trust (collectively "Mortgagee") of any Parcel shall have all the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. Upon written request, the Association shall assign to such mortgagee or beneficiary all of its rights with respect to such lien and such mortgagee or beneficiary thereupon shall be subrogated to any rights of the Association.

(x) The lien of any Dues or Assessments permitted in this Amended And Restated Declaration shall be subordinate to the lien of any mortgage or deed of trust recorded against a Parcel.

4. Use of Building Areas. Buildings on Lot 1, Hickory Hill Plaza Replat, and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, medical and dental offices, restaurants, and retail stores. Without the prior written consent of the Declarant and the prior written consent of the City of Papillion as evidenced by a motion approved by a majority of those members elected to the City Council, no part of the Shopping Center shall be used for any of the following purposes: (a) bingo or other game room, pool hall, teen club, theater, or gambling or live entertainment enterprise of any kind; (b) warehouse operation or manufacturing or assembling operation; (c) storage (except incidental to the primary commercial use); (d) central laundry facility; (e) facility in which fire sales, bankruptcy sales (unless pursuant to Court Order), or auction sales are conducted; (f) facility for the sale, leasing, display or repair of any automobiles, trucks, trailers or recreational vehicles; (g) bowling alley; (h) skating rink; (i) mortuary; (j) establishment selling or exhibiting pornographic

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materials; (k) flea market; (l) health spa; (m) physical therapy facility; (n) massage parlor; (o) tanning parlor; (p) bar or tavern; (q) ballroom, dance hall, or discotheque; (r) facility for instruction; and (s) package sale of intoxicating liquors, including wine and beer, except within Lot 1, Hickory Hill Plaza Replat, and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 in which such package sale is expressly permitted; nothing in this subsection (s) shall preclude the sale or dispensation of wine, beer, and/or liquor in connection with the operation of a deli, restaurant or café.

Notwithstanding the foregoing, in no event shall Lot 3 Hickory Hill Plaza Replat 2 be leased, used or occupied by or conveyed to any party for use as a fast food restaurant, tavern or bar.

5. Buildings and Site Improvements. Except as otherwise specifically provided herein, or as otherwise expressly permitted by the Declarant, the following standards shall apply to the Lots identified:

5.1 The Building Areas of Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 shall be designed so that the exterior elevations of buildings constructed on any such Lots shall be architecturally and aesthetically compatible with the buildings to be constructed on Lot 1, Hickory Hill Plaza Replat, and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 as determined by the Declarant in its sole discretion. The design and construction of any building or expansion thereof constructed on any of such Lots shall be of high quality. No building constructed within any of such Lots shall have a metal exterior.

5.2 No more than one building shall be constructed on Lots 1, 2 and 3, Hickory Hill Plaza Replat 2; such building shall not exceed eighteen (18) feet in height as measured from ground floor elevation; any architectural element may extend above the general roofline by up to five (5) feet with a total aggregate width of such element along any single roofline of no more than twenty percent (20%) of the length of the roofline on any front, side or back elevation unless otherwise approved by the Declarant. No detached facilities, buildings or structures (except approved signage) of any kind shall be constructed on any of such Lots.

5.3 The Owners of Lot 1, Hickory Hill Plaza Replat, and Lots 3 and 4, Hickory Hill Plaza Replat 2 will utilize berming to screen, to the extent reasonably practicable, the rear side of any buildings constructed thereon from the view of the residential area immediately adjacent to such Lots to the south.

5.4 Any rooftop equipment or building components on buildings constructed on Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 shall be screened from public view from all directions. No rooftop sign shall be erected on any building constructed within Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2.

5.5 Only one freestanding identification sign may be erected on Lots 1, 2 and 3, Hickory Hill Plaza Replat 2 and may advertise only the name and logo of the business conducted thereon; such identification sign shall not exceed eighteen (18) feet in height, and shall in all

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other respects, including, but not limited to, the size of such sign, be acceptable to the Declarant, and contain no more than one hundred (100) square feet of signage as calculated by the City of Papillion, unless otherwise approved by Declarant. Such sign shall be of a design and erected in a location approved by the Declarant in its sole discretion. In no event shall any approved sign materially block the visibility of the buildings constructed in the Shopping Center as determined by the Declarant. Notwithstanding the foregoing, there may be erected entrance-exit and directional signs to facilitate the free flow of traffic, which signage shall be of a monument type, not to exceed three feet three inches (3'3") in height.

5.6 Any building constructed on Lots 1, 2 and 3, Hickory Hill Plaza Replat 2 shall not exceed six thousand (6,000) square feet in gross building area, unless otherwise approved by Declarant.

5.7 No building or other improvements shall be constructed, erected, expanded or altered on Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 until the plans for the same (including site layout, elevations, exterior building materials, colors, landscaping, signage, and parking layout) have been approved in writing by the Declarant.

5.8 Landscaping on Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 shall not materially obstruct (either through original planting or through untrimmed growth), the front view of the buildings constructed on Lot 1, Hickory Hill Plaza Replat, and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2. All trees shall be of an ornamental, low-growing type. All areas which are not paved in any manner or on which improvements of any type are constructed or installed shall be planted with grass or landscaped or otherwise improved in a manner which will not detract from the adjoining residential areas.

5.9 Until such time as a Parcel is developed and improved by its Owner, such Owner shall keep the same planted with grass, mowed and in a clean and sightly condition. In the event berms are required to be installed on a Parcel, they shall be completed and in place prior to the issuance of a permanent occupancy permit for such Parcel.

5.10 In the event any of the Parcels abut 72nd Street or Giles Road, the portion of such right-of-way which adjoins such Parcel and which has not been improved by the appropriate governmental body as a street or highway shall be seeded, fertilized, watered and mowed by such abutting Parcel Owner and maintained in the same condition as the grass areas within such Parcel.

5.11 The Owners of Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 shall continuously provide and maintain a parking ratio equal to one of the following: (i) ten (10) spaces for every one thousand (1,000) square feet of building space utilized for any restaurant use, or (ii) five (5.0) spaces per one thousand (1,000) square feet of building space utilized for any other use.

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5.12 No outdoor satellite shall be installed on the roof of any building or within or on any portion of Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 unless screened from public view.

5.13 All areas of Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 which house refuse dumpsters or garbage containers shall be completely surrounded on all sides with decorative fencing, approved by the Declarant, and designed to preclude public view.

5.14 The Owners of Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 3 and 4, Hickory Hill Plaza Replat 2 shall erect, within ten (10) months of the commencement of construction of a building on any of such Lots ("Construction Commencement"), a fence (the "Fence") which will match identically the fence which currently exists along the east side of Hickory Estates Subdivision running parallel to 72nd Street. In addition to such Fence, the Owners of Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 3 and 4, Hickory Hill Plaza Replat 2 will berm, landscape and shrub (including prominent trees) the area immediately inside the Fence to the end that the residential neighbors adjoining such Lots immediately south and east of the Fence will eventually be screened to the extent reasonably practicable from the view of the Shopping Center.

6. Limitations on Use.

(a) Customers. Each of the Owners shall use reasonable efforts to ensure that its customers and invitees and those of its tenants and subtenants shall not be permitted to park on the Common Areas of the other Owners unless parking easements are expressly granted in this Amended And Restated Declaration.

(b) Employees. Each of the Owners shall use reasonable efforts to ensure that its employees and those of its tenants and subtenants shall not park on the Common Areas of the other Owners unless parking easements are expressly granted in this Amended And Restated Declaration.

(c) General. Without the prior consent of the Declarant, which may be withheld in its sole discretion, the Common Areas of Lot 1, Hickory Hill Plaza; Lot 1, Hickory Hill Plaza Replat; and Lots 1, 2, 3, 4, 5, and 6, Hickory Hill Plaza Replat 2 shall not be used for any purpose other than the primary purpose of such Common Areas, which is to provide for parking for the customers, invitees and employees of the business conducted within the Building Areas of such Parcels and for the servicing and supplying of such businesses.

7. Taxes and Assessments. The Owners of the Parcels shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied and assessed against their respective Parcels.

8. Indemnification. The Owner of each Parcel shall hereby indemnify and save the Owners of the other Parcels harmless from any and all liability, damage, expense, causes of action, suits,

claims, or judgments arising from personal injury, death or property damage and occurring on or from its own Parcel, except if caused by the act or negligence of the Owner to be indemnified.

9. Insurance.

9.1 Liability Insurance. The Owners of the Parcels (until such time as the Parcel is sold to another party who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Amended And Restated Declaration general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, Owner's insurance to afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for injury or death of a single person, and to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for any one occurrence, and to the limit of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for property damage. Each Owner shall provide the Owners of the remaining Parcels with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the property covered by this Amended And Restated Declaration. Such insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the Declarant.

9.2 Casualty Insurance. At all times during the term of this Amended And Restated Declaration, the Owner or its tenants or subtenants shall keep the improvements on its Parcel insured against loss or damage by fire and other perils and events as may be insured against under the all-risks form in effect from time to time in Nebraska, with such insurance to be for the full replacement value of the insured improvements.

In the event of a fire or other casualty, the building and other improvements shall be repaired and restored as soon as practicable or shall be razed and all debris and other improvements (excluding undamaged landscaping) removed and the Parcel so affected shall be planted with grass seed and properly maintained.

9.3 Release. Each Owner of a Parcel hereby releases all of the Owners of the remaining Parcels from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty, whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released, or by any agent, associate or employee of the party being released; this release is effective only to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry or, if for any reason the releasing party is not carrying such insurance, then to the extent such damage or loss would be covered if the releasing party were carrying such insurance.

10. Eminent Domain.

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10.1 Owner's Right to Award. Nothing herein shall be construed to give an Owner of any Parcel any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting another Owner's Parcel or granting the public or any government any rights in such Parcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the Owner thereof, and no claim thereon shall be made by the Owners of any other portion of the Shopping Center.

10.2 Tenant's Claim. Nothing in this Section 10 shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and such Owner for all or a portion of any such award or payment.

10.3 Restoration of Common Areas. The Owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective Parcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer and without contribution from any other Owner.

11. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon any Parcel, such lien shall expressly be subordinate and inferior to the lien of any first lien holder now or hereafter placed on such Parcel. Except as set forth in the preceding sentence, however, any holder of a first lien on any Parcel, and any assignee or successor in interest of such first lien holder, shall be subject to the terms and conditions of this Amended And Restated Declaration.

12. Release from Liability. Any person acquiring fee or leasehold title to any Parcel shall be bound by this Amended And Restated Declaration only as to the Parcel or portion of the Parcel acquired by such person. In addition, such person shall be bound by this Amended And Restated Declaration only during the period for which such person is the fee or leasehold owner of such Parcel or portion thereof and shall be responsible for all obligations and liabilities which accrue during such period. Although persons may be released under this Section 12, the easements, covenants and restrictions in this Amended And Restated Declaration shall continue to be benefits to and servitudes upon such Parcel or Parcels, running with the land.

13. Breach. In the event of the breach or threatened breach of this Amended And Restated Declaration, either (a) any or all of the Owners of Parcels adversely affected by such breach or threatened breach, or (b) the Declarant or Declarant's successors and assigns shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach. The unsuccessful party in any action shall indemnify the prevailing party from all reasonable attorney's fees and other reasonable costs and expenses incurred by the prevailing party in connection with such proceedings.

No breach or threatened breach of this Amended And Restated Declaration will entitle any Owner of any of the Parcels to cancel, rescind or otherwise terminate this Amended And Restated Declaration.

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14. Legal Effect. Each of the easements and rights created by this Amended And Restated Declaration are appurtenant to the Parcel to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. For the purpose of each such easement and right, the Benefited Tract will constitute the dominant estate and the Burdened Tract will constitute the servient estate. Each easement or covenant contained in this Amended And Restated Declaration: (a) is made for the direct, mutual and reciprocal benefit of each other Parcel now or hereafter constituting a part of the Shopping Center; (b) creates mutual equitable servitudes on each Parcel in favor of each other Parcel; (c) constitutes a covenant running with the land; (d) binds every Owner now having or hereafter acquiring an interest in any Parcel; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns, mortgagees and beneficiaries under deeds of trust.

Upon the conveyance of all or any part of a Parcel, the grantee, by accepting such conveyance will thereby become a new party to and be bound by this Amended And Restated Declaration and will be deemed to have assumed and agreed to perform each of the obligations of the conveying Owner under this Amended And Restated Declaration with respect to the Parcel or portion thereof conveyed to such grantee. Upon recordation of such conveyance with the Register of Deeds of Douglas County, Nebraska, the conveying Owner will be released from any obligation under this Amended And Restated Declaration arising thereafter with respect to the portion of the Parcel so conveyed, but will remain responsible for any and all liability which has accrued prior to such recordation.

15. No Dedication. Nothing contained in this Amended And Restated Declaration will be deemed to constitute a gift, grant, or dedication of any portion of a Parcel to the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Amended And Restated Declaration will be strictly limited, in accordance with the terms hereof, to the private use of the Permittees of each Parcel to whom easements have been granted in this Amended And Restated Declaration. Except as otherwise specifically provided herein, this Amended And Restated Declaration is intended to benefit the Owners and their respective successors, assigns, mortgagees and beneficiaries under deeds of trust, and is not intended to constitute any person or entity which are not Permittees of Parcels to whom easements or other rights have been granted in this Amended And Restated Declaration a third party beneficiary hereunder, or to give any such person or entity any rights hereunder.

16. Duration; Amendment; Termination. Unless otherwise modified, terminated or extended, as permitted in this Section 16 or in this Amended And Restated Declaration, the easements, rights, obligations, covenants and restrictions contained in this Amended And Restated Declaration shall continue for a period of eighty-nine (89) years ("Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Amended And Restated Declaration shall renew for successive periods of ten (10) years each (each such period being referred to as an "Extension Period") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, all of the Owners of the Parcels execute a written instrument of termination, in which event, the Amended And Restated Declaration shall expire at the end of the Primary Period or Extension Period then in effect.

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Except as otherwise specifically provided in this Amended And Restated Declaration, this Amended And Restated Declaration and any provision herein contained may be terminated, extended, modified or amended as to any or all of the Parcels only with the express written consent of both the Owner of the Parcel or Parcels which are involved in and specifically and directly impacted by such termination, extension, modification or amendment and the Declarant. No modification or termination of this Declaration will be effective against any mortgagee or beneficiary under a deed of trust subsequent to such mortgagee's or beneficiary's acquiring title to a portion or all of a Parcel by foreclosure or deed in lieu of foreclosure, unless such mortgagee or beneficiary has so consented in writing. No tenant, subtenant, licensee or other person having only a possessory interest in a Parcel is required to join in the execution of any agreement of any type entered into or consent to any action of the Declarant taken pursuant to this Amended And Restated Declaration.

Declarant and its successors and assigns shall have the right to assign or delegate any or all of its rights under this Amended And Restated Declaration to a third party who shall then be vested with all of the rights of the assigning party under this Amended And Restated Declaration. Such third party and its successors and assigns shall also have the right of assignment or delegation.

17. Default; Remedies. Subject to the provisions of Section 13 of this Amended And Restated Declaration, the provisions of this Amended And Restated Declaration will be enforced as follows:

17.1 Injunctive Relief. In the event of any violation or threatened violation by any Owner of any of the provisions of this Amended And Restated Declaration, in addition to the right to collect damages, each Owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days written notice of the violation will be given to the Owner claimed to have committed such violation; during which period, such Owner shall have the right to cure such default. In the event such default cannot be cured during such period and such Owner is diligently pursuing such cure, such Owner shall not be considered in default.

17.2 Self Help. In the event any Owner fails to perform any of the provisions of this Amended And Restated Declaration, the Declarant or Declarant's successors and assigns will have the right, without being obligated to do so, to enter upon the Parcel and improvements of such defaulting Owner and perform the obligations of the defaulting Owner hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting Owner not less than thirty (30) days prior to the commencement of such action or without notice if such default is of an emergency nature. During such thirty (30) day period, the defaulting Owner will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of the Declarant or Declarant's successors and assigns to perform such obligation of the defaulting Owner will terminate without prejudice to correct future defaults. If the Declarant or Declarant's successors and assigns elects to perform the action to have been performed by a defaulting Owner, on completion of such action, or from time to time, if the action is of a continuing nature, an itemized statement of the reasonable cost

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thereof will be submitted to the defaulting Owner and the amount thereof will be immediately due and payable by the defaulting Owner, which amount will bear interest at the rate of sixteen percent (16%) per annum from the date such costs are incurred to the date reimbursement is made by the defaulting Owner; such amount, including interest, shall be a lien on the Parcel of the defaulting Owner until paid.

17.3 Force Majeure. If performance of any action by any Owner is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such Owner, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause.

17.4 Notice of Default. An Owner will not be in default under this Amended And Restated Declaration unless the Owner has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided. The legal propriety of the assertion of such default shall be subject to judicial interpretation.

17.5 No Termination. No breach of this Amended And Restated Declaration will entitle any Owner to cancel, rescind or otherwise terminate this Amended And Restated Declaration. The foregoing limitation will not affect, in any manner, any other right or remedy which any Owner might have by reason of any breach of this Amended And Restated Declaration.

18. Miscellaneous.

18.1 Approvals. Except as otherwise provided in this Amended And Restated Declaration, when approval by any Owner is required hereunder, such approval will not be unreasonably withheld or delayed. Unless provision is made for a specific period of time, the period of time in which approval will be granted will be thirty (30) days, and if an Owner neither approves nor disapproves a proposed action within that period, the Owner will be deemed to have given approval. If an Owner disapproves of any action proposed by another Owner hereunder, such disapproval shall set forth in writing the specific reasons for such disapproval.

18.2 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Amended And Restated Declaration will be in writing and will be delivered in person, by certified or registered mail, postage prepaid, or by recognized courier service to the Owners at the addresses on file with the office of the Douglas County Assessor for delivery of ad valorem tax statements relating to their respective Parcels. All such notices which are mailed shall be deemed delivered on the third day after postmark unless delivered sooner.

18.3 Waiver of Default. No waiver of any default by any Owner will be implied from the failure of any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Amended And Restated Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent

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to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Amended And Restated Declaration are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Amended And Restated Declaration; and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any right or remedy.

18.4 No Partnership. Nothing contained in this Amended And Restated Declaration and no action by the Owner of any Parcel will be deemed or construed by any Owner or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the Owners of any of the Parcels.

18.5 Severability. If any provision of this Amended And Restated Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amended And Restated Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity and unenforceability was made) will not be affected thereby and each provision of this Amended And Restated Declaration will be valid and enforceable to the fullest extent permitted by law.

18.6 Governing Law. This Amended And Restated Declaration will be construed in accordance with the laws of the State of Nebraska.

18.7 Captions. The captions of the paragraphs of this Amended And Restated Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

18.8 Time. Except as otherwise provided in this Amended And Restated Declaration, time is of the essence.

18.9 Estoppel Certificate. The Owner of any Parcel shall, from time to time upon not less than twenty (20) days written notice from any other Owner, execute and deliver to such other Owner a certificate in recordable form stating that this Amended And Restated Declaration 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, any Owner is in default under the Amended And Restated Declaration, and if so, specifying such default.

18.10 Notice of Default to Mortgagee. Any Owner serving notice of default under this Amended And Restated Declaration shall provide written notice of such default in the manner permitted in this Amended And Restated Declaration to any holder of any mortgage or beneficiary under any deed of trust covering the Parcel of the Owner allegedly in default provided such holder or mortgagee shall have provided the Owner responsible for serving such notice of default a written notice informing it of the existence of such mortgage or deed of trust and the address to which notices of default are to be sent.

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18.11 Merger. This Amended And Restated Declaration and the easements and rights created herein shall not be subject to the doctrine of merger.

18.12 Binding Effect. The provisions of this Amended And Restated Declaration will be binding on the Owners and their respective successors, assigns, heirs, personal representatives, mortgagees, and beneficiaries under deeds of trust to the extent herein provided.

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Dated as of December 31, 2004.

HICKORY HILL ASSOCIATES, L.L.C.,
a Nebraska limited liability company, Declarant

By: [Signature]
Name: Jay R. Leener
Title: Manager

CONSENT

Fareway hereby consents to the foregoing Amended And Restated ECR Declaration as the Owner of Lot 1, Hickory Hill Plaza Replat.

FAREWAY STORES, INC., an Iowa corporation

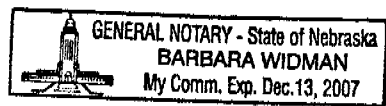
By: [Signature]
Name: Robert L. Cramer
Title: President & C.O.O.

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of December, 2004, by Jay R. Leener, Manager of Hickory Hill Associates, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.


[Signature]
Notary Public



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STATE OF IOWA)
) ss.
COUNTY OF BOONE)

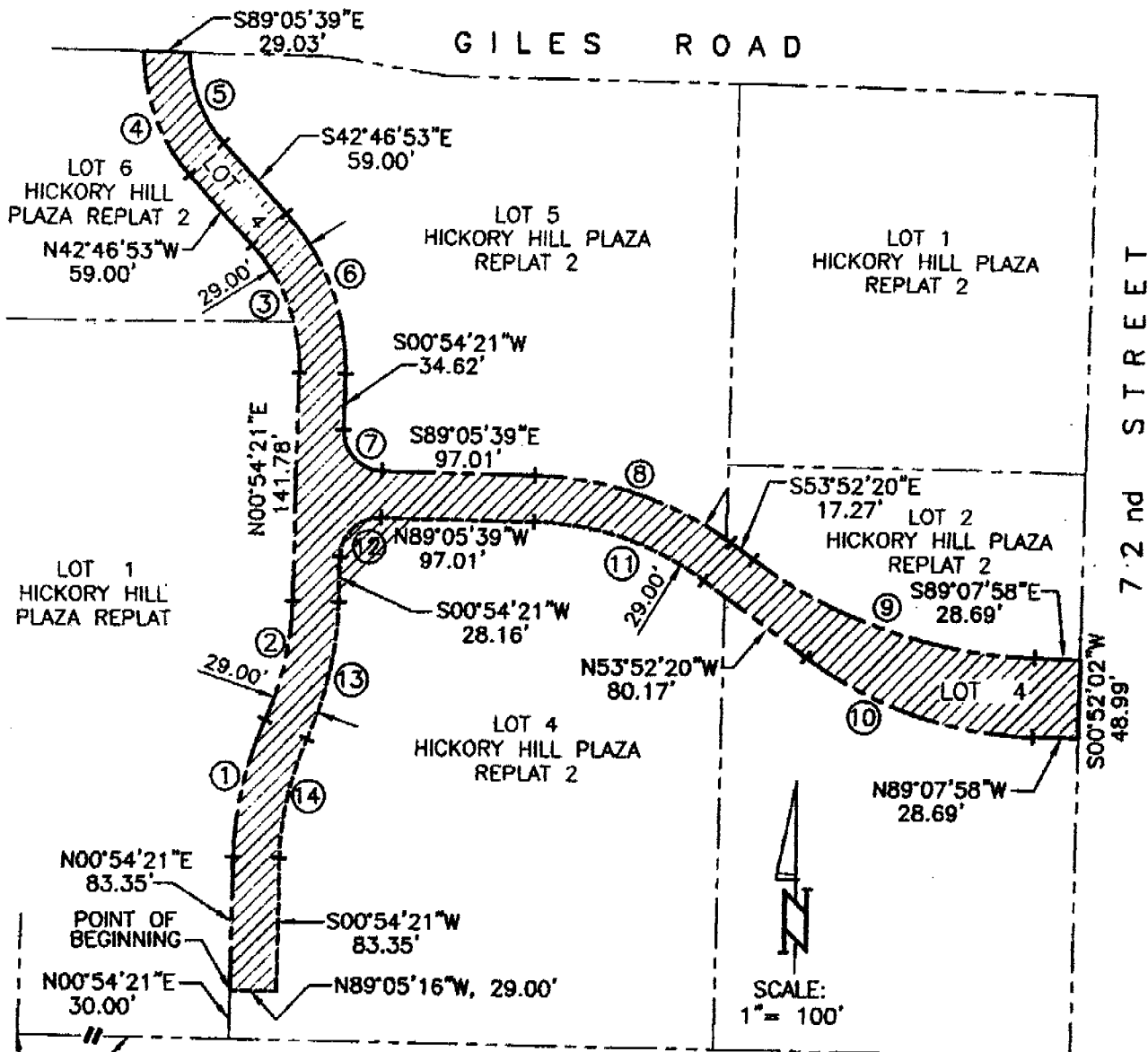
The foregoing instrument was acknowledged before me this 29th day of DECEMBER, 2004, by ROBERT L CRAMEC, PRESIDENT of Fareway Stores, Inc., an Iowa corporation, on behalf of the corporation.



Notary Public



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- ① RADIUS = 214.49'
CHORD BEARING = N12°36'55"E
CHORD DISTANCE = 87.06'
ARC DISTANCE = 87.67'
- ② RADIUS = 185.49'
CHORD BEARING = N12°36'55"E
CHORD DISTANCE = 75.29'
ARC DISTANCE = 75.82'
- ③ RADIUS = 115.50'
CHORD BEARING = N20°56'16"W
CHORD DISTANCE = 85.95'
ARC DISTANCE = 88.07'
- ④ RADIUS = 114.51'
CHORD BEARING = N22°00'59"W
CHORD DISTANCE = 81.20'
ARC DISTANCE = 83.01'

- ⑤ RADIUS = 85.51'
CHORD BEARING = S22°22'57"E
CHORD DISTANCE = 59.61'
ARC DISTANCE = 60.89'
- ⑥ RADIUS = 144.50'
CHORD BEARING = S47°13'07"E
CHORD DISTANCE = 107.53'
ARC DISTANCE = 110.18'
- ⑦ RADIUS = 25.00'
CHORD BEARING = S44°05'39"E
CHORD DISTANCE = 35.36'
ARC DISTANCE = 39.27'
- ⑧ RADIUS = 214.51'
CHORD BEARING = S71°29'00"E
CHORD DISTANCE = 129.80'
ARC DISTANCE = 131.87'
- ⑨ RADIUS = 309.94'
CHORD BEARING = S71°30'09"E
CHORD DISTANCE = 187.75'
ARC DISTANCE = 190.75'

- ⑩ RADIUS = 249.97'
CHORD BEARING = N71°30'09"W
CHORD DISTANCE = 151.42'
ARC DISTANCE = 153.84'
- ⑪ RADIUS = 185.51'
CHORD BEARING = N71°29'00"W
CHORD DISTANCE = 112.25'
ARC DISTANCE = 114.04'
- ⑫ RADIUS = 25.00'
CHORD BEARING = S45°54'21"W
CHORD DISTANCE = 35.36'
ARC DISTANCE = 39.27'
- ⑬ RADIUS = 214.49'
CHORD BEARING = S12°36'55"W
CHORD DISTANCE = 87.06'
ARC DISTANCE = 87.67'
- ⑭ RADIUS = 185.49'
CHORD BEARING = S12°36'55"W
CHORD DISTANCE = 75.29'
ARC DISTANCE = 75.82'

EXHIBIT "A"

SHEET 1 OF 2

THE LERNER COMPANY

TD2 FILE NO.: 738-118-EX5

DATE: SEPT. 15, 2003

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

LEGAL DESCRIPTION

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THAT PART OF LOT 2, HICKORY HILL PLAZA, A SUBMISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 2; THENCE S89°05'16"E (ASSUMED BEARING) 318.41 FEET ON THE SOUTH LINE OF SAID LOT 2; THENCE N00°54'21"E 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°54'21"E 83.35 FEET; THENCE NORTHEASTERLY ON A 214.49 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N12°36'55"E, CHORD DISTANCE 87.06 FEET, AN ARC DISTANCE OF 87.67 FEET; THENCE NORTHEASTERLY ON A 185.49 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N12°36'55"E, CHORD DISTANCE 75.29 FEET, AN ARC DISTANCE OF 75.82 FEET; THENCE N00°54'21"E 141.78 FEET; THENCE NORTHWESTERLY ON A 115.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N20°56'16"W, CHORD DISTANCE 85.95 FEET, AN ARC DISTANCE OF 88.07 FEET; THENCE N42°46'53"W 59.00 FEET; THENCE NORTHWESTERLY ON A 114.51 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N22°00'59"W, CHORD DISTANCE 81.20 FEET, AN ARC DISTANCE OF 83.01 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE S89°05'39"E 29.03 FEET ON THE NON-TANGENT NORTH LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ON A 85.51 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S22°22'57"E, CHORD DISTANCE 59.61 FEET, AN ARC DISTANCE OF 60.89 FEET; THENCE S42°46'53"E 59.00 FEET; THENCE SOUTHEASTERLY ON A 144.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°13'07"E, CHORD DISTANCE 107.53 FEET, AN ARC DISTANCE OF 110.18 FEET; THENCE S00°54'21"W 34.62 FEET; THENCE SOUTHEASTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S44°05'39"E, CHORD DISTANCE 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE S89°05'39"E 97.01 FEET; THENCE SOUTHEASTERLY ON A 214.51 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S71°29'00"E, CHORD DISTANCE 129.80 FEET, AN ARC DISTANCE OF 131.87 FEET; THENCE S53°52'20"E 17.27 FEET; THENCE SOUTHEASTERLY ON A 309.94 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S71°30'09"E, CHORD DISTANCE 187.75 FEET, AN ARC DISTANCE OF 190.75 FEET; THENCE S89°07'58"E 28.69 FEET TO THE EAST LINE OF SAID LOT 2; THENCE S00°52'02"W 48.99 FEET ON THE EAST LINE OF SAID LOT 2; THENCE N89°07'58"W 28.69 FEET; THENCE NORTHWESTERLY ON A 249.97 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N71°30'09"W, CHORD DISTANCE 151.42 FEET, AN ARC DISTANCE OF 153.84 FEET; THENCE N53°52'20"W 80.17 FEET; THENCE NORTHWESTERLY ON A 185.51 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N71°29'00"W, CHORD DISTANCE 112.25 FEET, AN ARC DISTANCE OF 114.04 FEET; THENCE N89°05'39"W 97.01 FEET; THENCE SOUTHWESTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S45°54'21"W, CHORD DISTANCE 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE S00°54'21"W 28.16 FEET; THENCE SOUTHWESTERLY ON A 214.49 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S12°36'55"W, CHORD DISTANCE 87.06 FEET, AN ARC DISTANCE OF 87.67 FEET; THENCE SOUTHWESTERLY ON A 185.49 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S12°36'55"W, CHORD DISTANCE 75.29 FEET, AN ARC DISTANCE OF 75.82 FEET; THENCE S00°54'21"W 83.35 FEET; THENCE N89°05'16"W 29.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" SHEET 2 OF 2

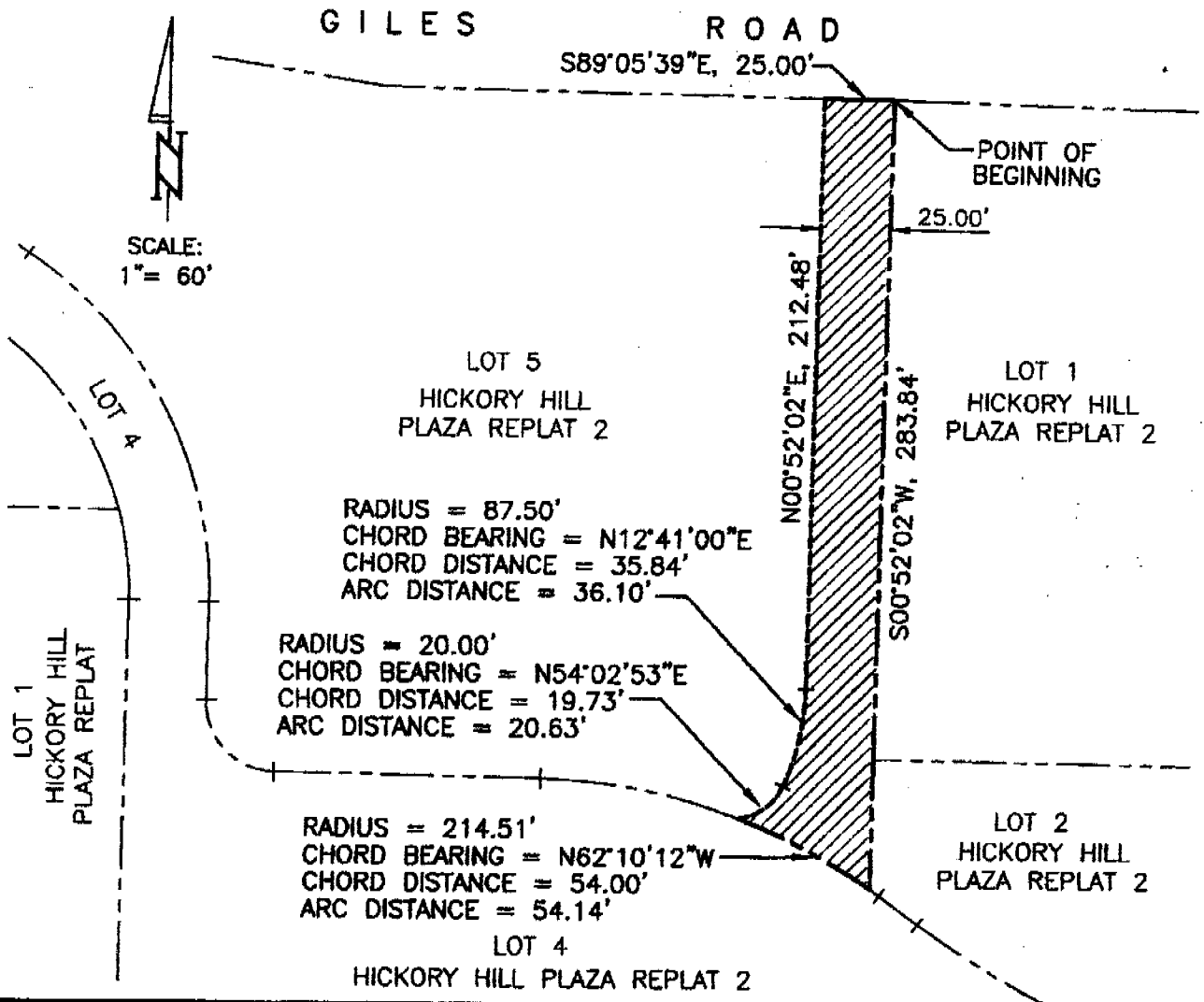
THE LERNER COMPANY

TD2 FILE NO.: 738-118-EX5

DATE: SEPT. 15, 2003

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Y



LEGAL DESCRIPTION

THAT PART OF LOT 5, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 5;

THENCE S00°52'02"W (ASSUMED BEARING) 283.84 FEET ON THE EAST LINE OF SAID LOT 5 TO THE SE CORNER THEREOF;

THENCE NORTHWESTERLY ON THE SOUTH LINE OF SAID LOT 5 ON A 214.51 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N62°10'12"W, CHORD DISTANCE 54.00 FEET, AN ARC DISTANCE OF 54.14 FEET;

THENCE NORTHEASTERLY ON A 20.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N54°02'53"E, CHORD DISTANCE 19.73 FEET, AN ARC DISTANCE OF 20.63 FEET;

THENCE NORTHEASTERLY ON A 87.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N12°41'00"E, CHORD DISTANCE 35.84 FEET, AN ARC DISTANCE OF 36.10 FEET;

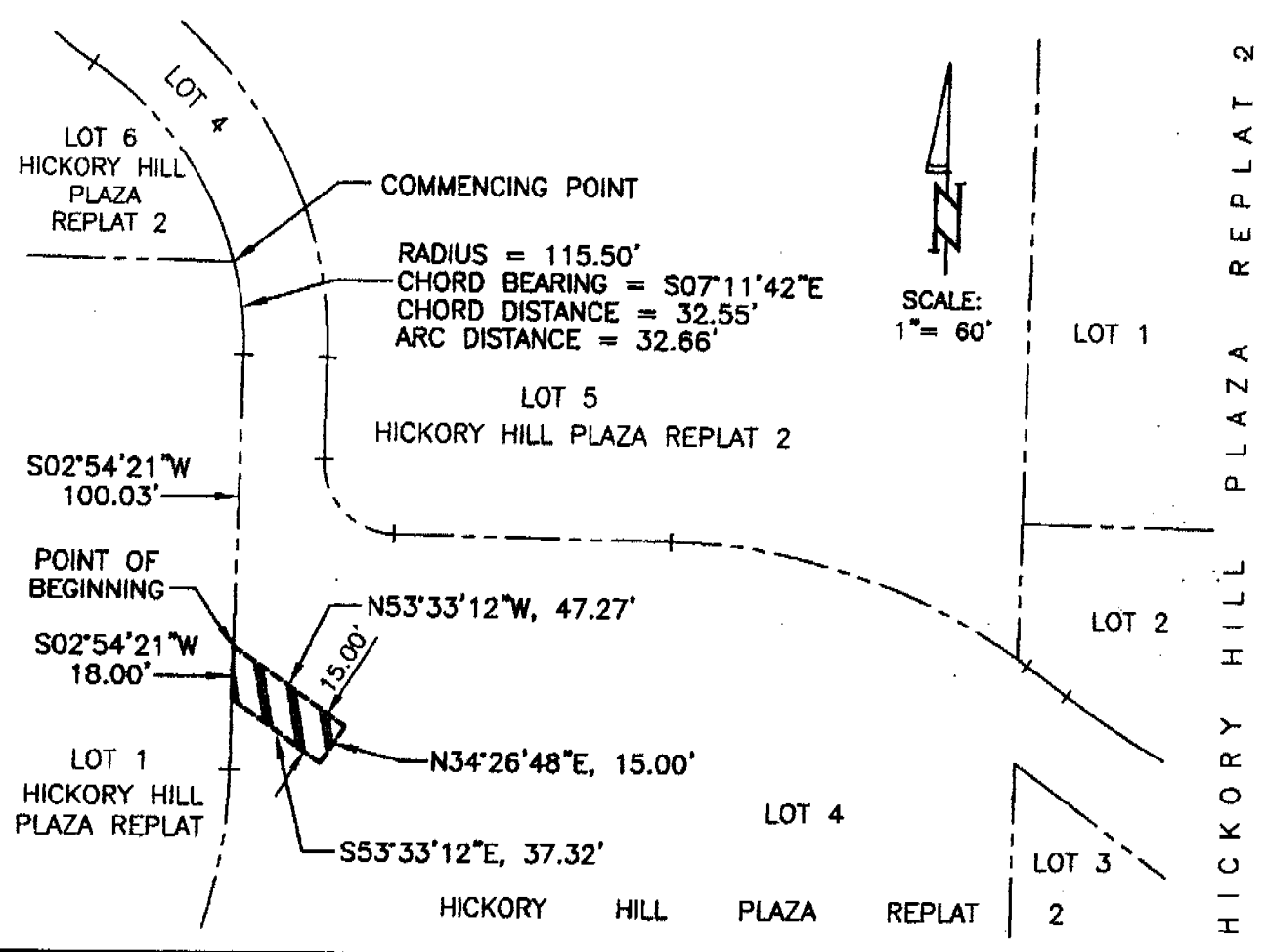
THENCE N00°52'02"E: 212.48 FEET ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE THEREOF;

THENCE S89°05'39"E 25.00 FEET ON THE NORTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

EXHIBIT "A-1"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(PD) DATE: NOVEMBER 5, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

N



LEGAL DESCRIPTION

THAT PART OF LOT 4, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF LOT 1, HICKORY HILL PLAZA REPLAT, A SUBDIVISION IN SAID SARPY COUNTY, SAID CORNER BEING ON THE WEST LINE OF SAID LOT 4;

THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID LOT 4 ON A 115.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S07°11'42"E (ASSUMED BEARING), CHORD DISTANCE 32.55 FEET, AN ARC DISTANCE OF 32.66 FEET;

THENCE S00°54'21"W 100.03 FEET ON THE WEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°54'21"W 18.00 FEET ON THE WEST LINE OF SAID LOT 4;

THENCE S55°33'12"E 37.32 FEET;

THENCE N34°26'48"E 15.00 FEET;

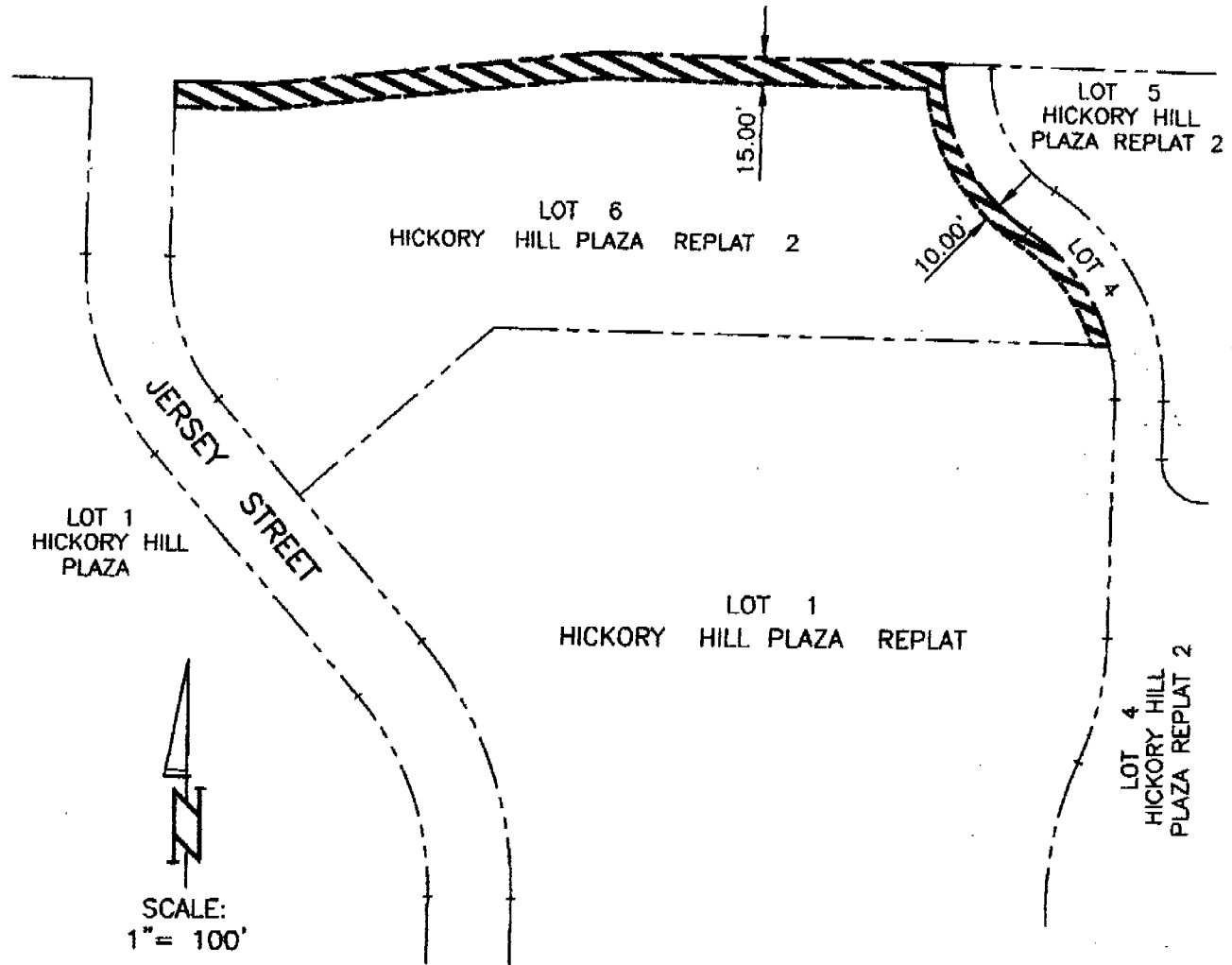
THENCE N55°33'12"W 47.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(SS1) DATE: NOVEMBER 5, 2004
 THOMPSON, DRESSSEN & DORNER, INC., 10838 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Aa

G I L E S R O A D



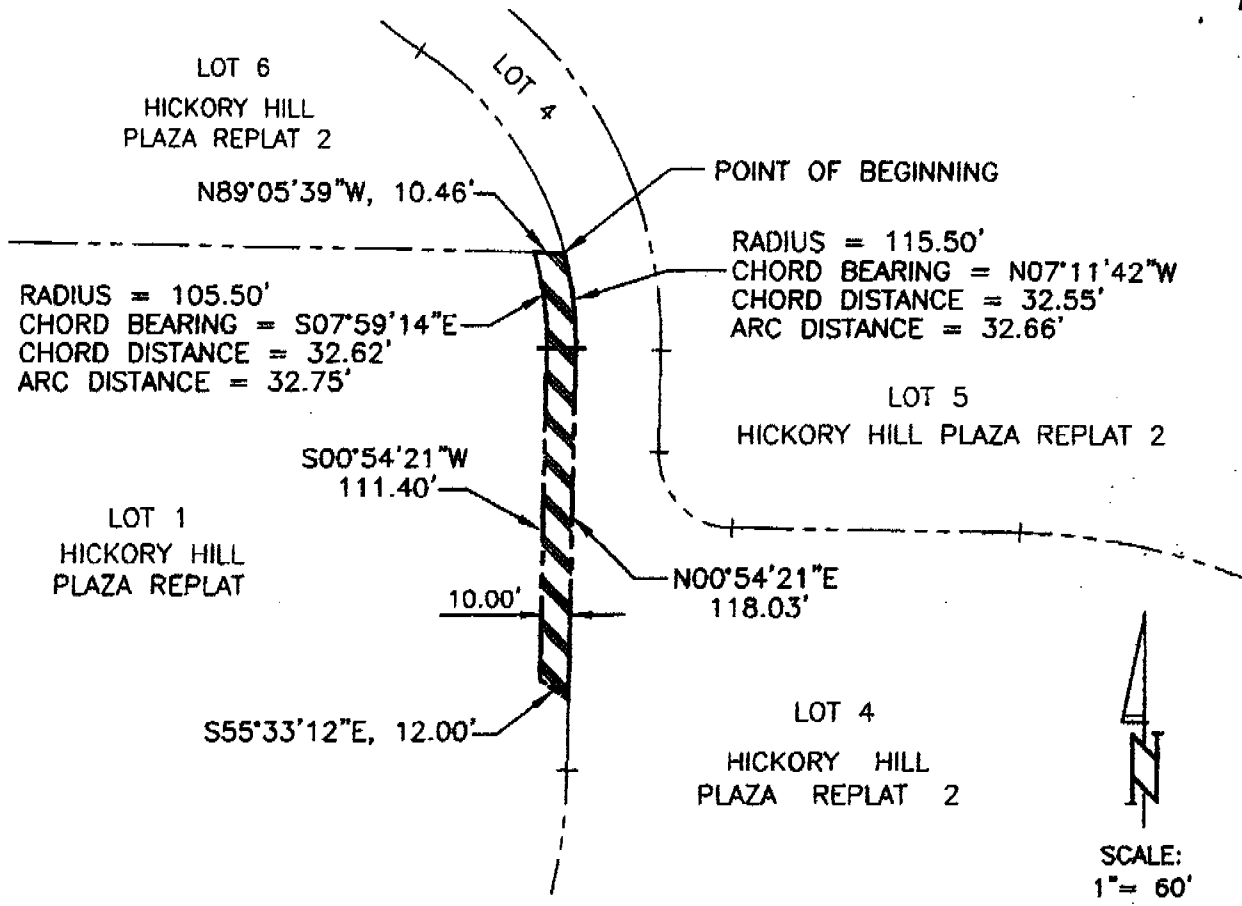
LEGAL DESCRIPTION

THE NORTHERLY 15.00 FEET AND THE EASTERLY 10.00 FEET OF LOT 6, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "B-1"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(SS2) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10838 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Ab



LEGAL DESCRIPTION

THAT PART OF LOT 1, HICKORY HILL PLAZA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 1;

THENCE N89°05'39"W (ASSUMED BEARING) 10.46 FEET ON THE NORTH LINE OF SAID LOT 1;

THENCE SOUTHEASTERLY ON A LINE 10.00 FEET WEST OF AND CONCENTRIC WITH THE EAST LINE OF SAID LOT 1 ON A 105.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S07°59'14"E, CHORD DISTANCE 32.62 FEET, AN ARC DISTANCE OF 32.75 FEET;

THENCE S00°54'21"W 111.40 FEET ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1;

THENCE S55°33'12"E 12.00 FEET TO THE EAST LINE OF SAID LOT 1;

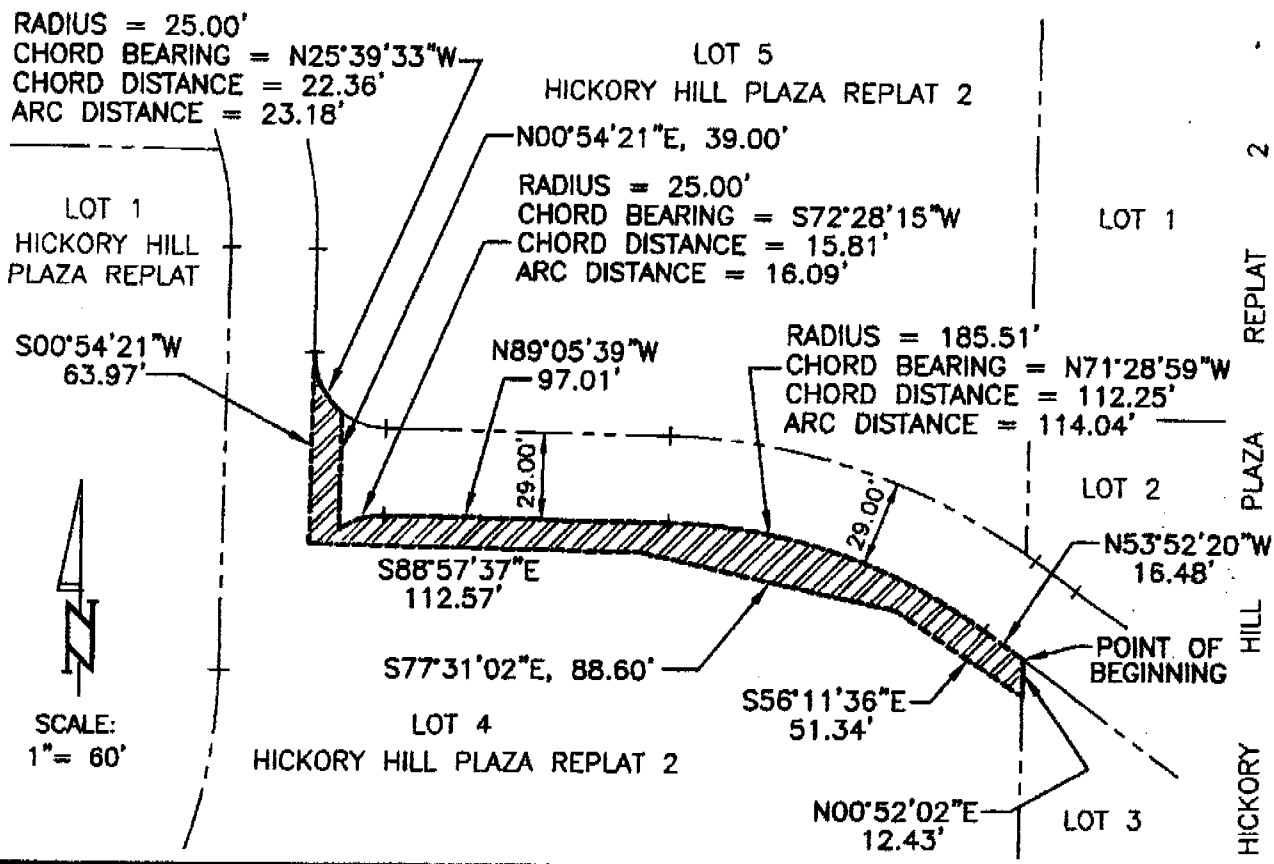
THENCE N00°54'21"E 118.03 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE NORTHWESTERLY ON THE EAST LINE OF SAID LOT 1 ON A 115.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N07°11'42"W, CHORD DISTANCE 32.55 FEET, AN ARC DISTANCE OF 32.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-2"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(SS3) DATE: NOVEMBER 5, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Ac



LEGAL DESCRIPTION

THAT PART OF LOT 4, HICKORY HILL PLAZA REPLAT 2, A SUBDMISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 3 SAID HICKORY HILL PLAZA REPLAT 2;

THENCE N53°52'20"W (ASSUMED BEARING) 16.48 FEET ON A LINE 29.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4;

THENCE NORTHWESTERLY ON A LINE 29.00 FEET SOUTH OF AND CONCENTRIC WITH THE NORTH LINE OF SAID LOT 4 ON A 185.51 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N71°28'59"W, CHORD DISTANCE 112.25 FEET, AN ARC DISTANCE OF 114.04 FEET;

THENCE N89°05'39"W 97.01 FEET ON A LINE 29.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4;

THENCE SOUTHWESTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S72°28'15"W, CHORD DISTANCE 15.81 FEET, AN ARC DISTANCE OF 16.09 FEET;

THENCE N00°54'21"E 39.00 FEET TO THE NORTHERLY LINE OF SAID LOT 4;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 4 ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N25°39'33"W, CHORD DISTANCE 22.36 FEET, AN ARC DISTANCE OF 23.18 FEET;

THENCE S00°54'21"W 63.97 FEET; THENCE S88°57'37"E 112.57 FEET; THENCE S77°31'02"E 88.60 FEET;

THENCE S56°11'36"E 51.34 FEET TO THE EAST LINE OF SAID LOT 4;

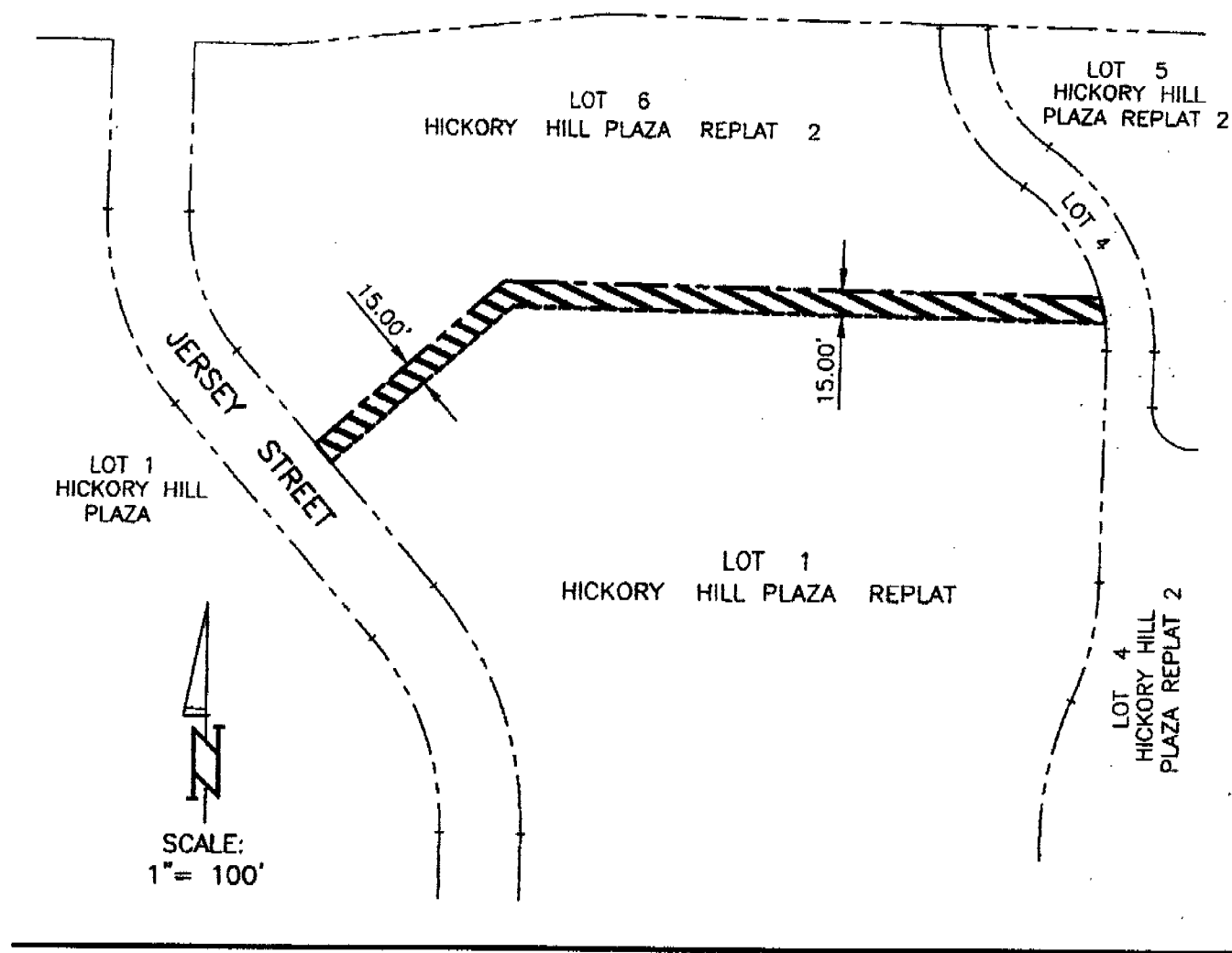
THENCE N00°52'02"E 12.43 FEET ON THE EAST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

EXHIBIT "C"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(W1) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Ad

GILES ROAD



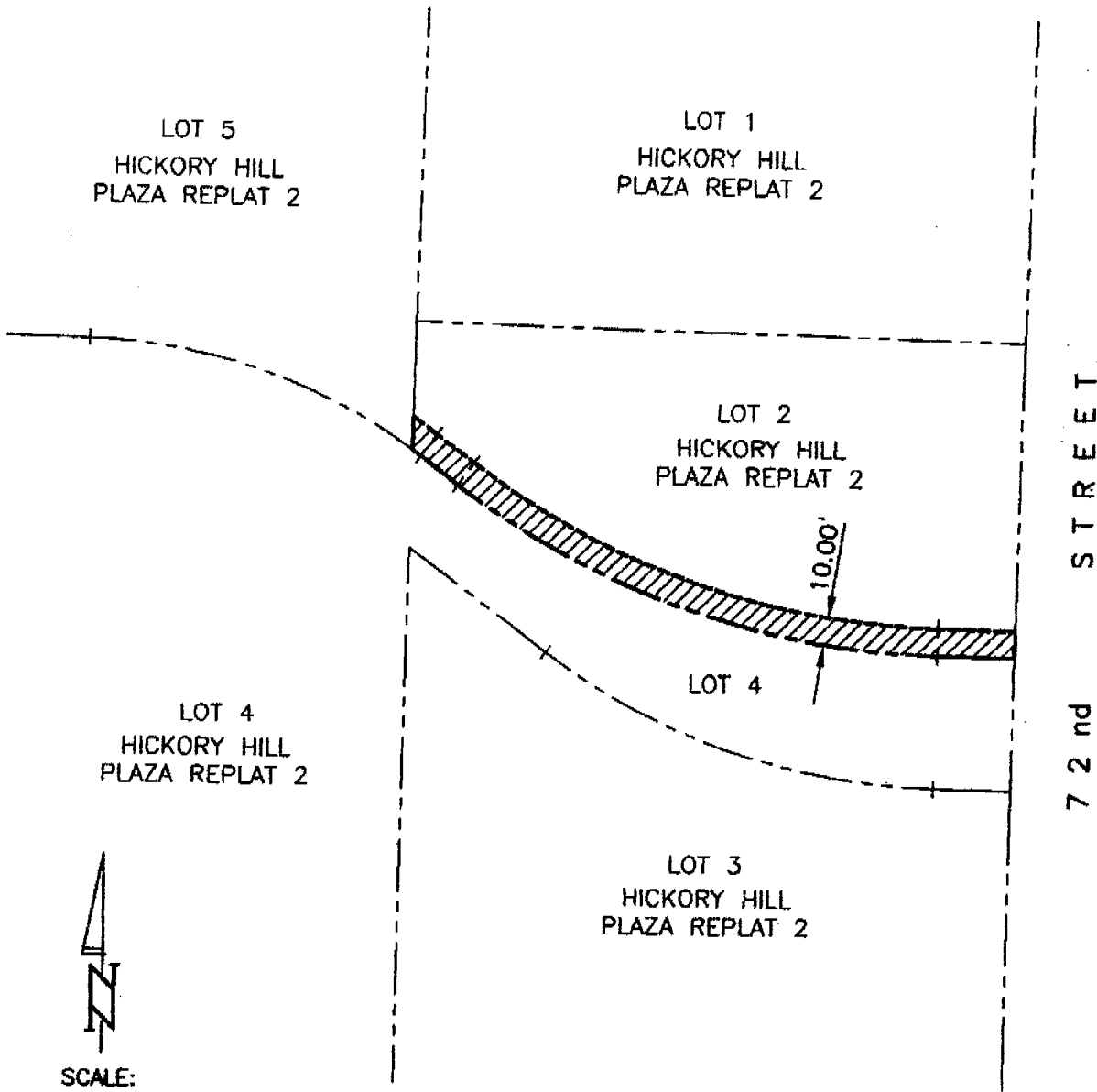
LEGAL DESCRIPTION

THE NORTHERLY 15.00 FEET IN WIDTH OF LOT 1, HICKORY HILL PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "C-1"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(W2) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Ae



SCALE:
1" = 60'

LEGAL DESCRIPTION

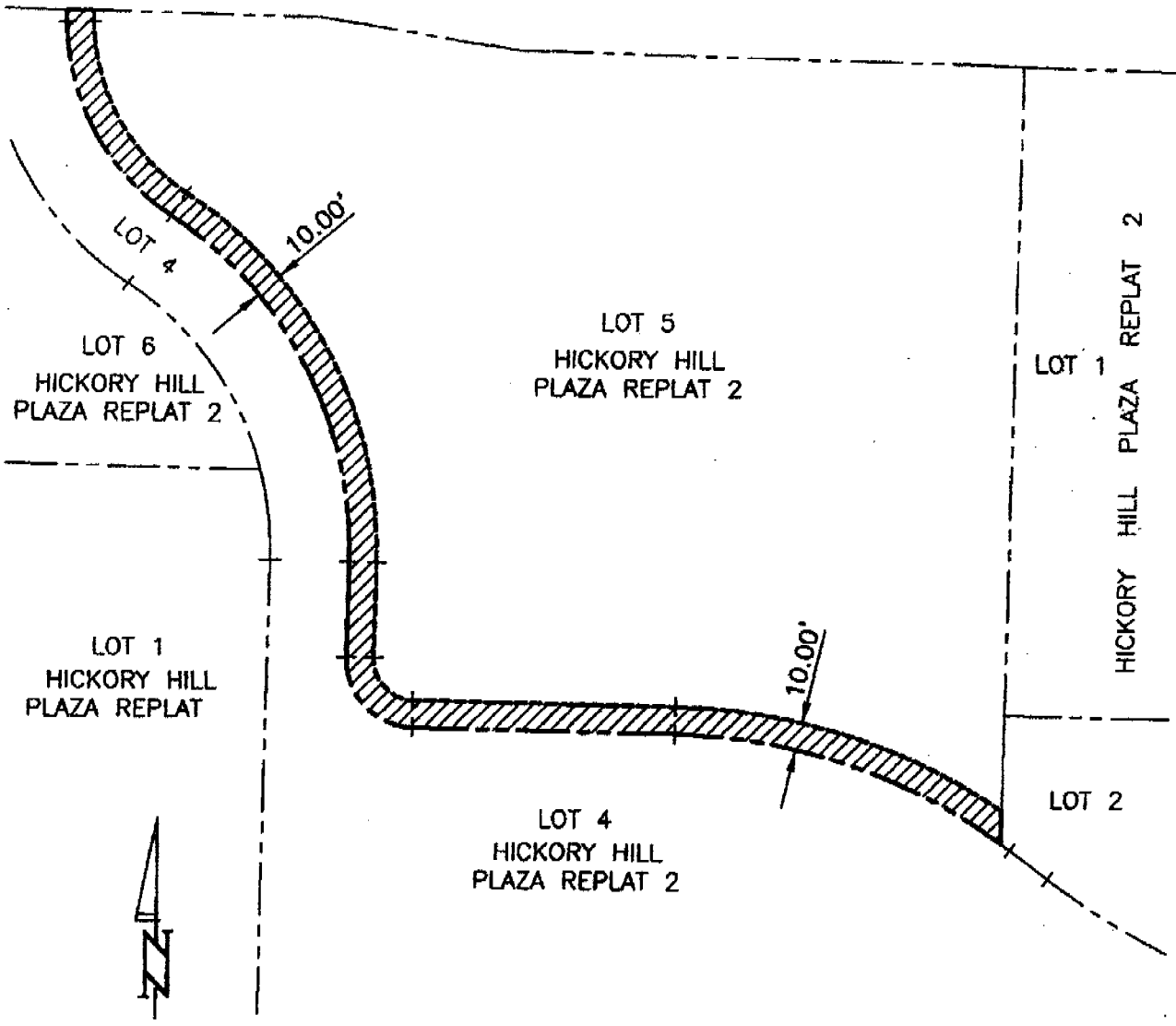
THE SOUTHERLY 10.00 FEET IN WIDTH OF LOT 2, HICKORY HILL PLAZA REPLAT 2,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "D"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(G1) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

AF

G I L E S R O A D



LEGAL DESCRIPTION

THE SOUTHERLY AND WESTERLY 10.00 FEET IN WIDTH OF LOT 5, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "D-1"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(G2) DATE: NOVEMBER 5, 2004
THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Al

LEGAL DESCRIPTION

THAT PART OF LOT 4, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 4;

THENCE N00°54'21"E (ASSUMED BEARING) 30.00 FEET ON THE WEST LINE OF SAID LOT 4;

THENCE S89°05'16"E 29.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°05'16"E 10.00 FEET;

THENCE N00°54'21"E 83.35 FEET ON A LINE 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4;

THENCE NORTHEASTERLY ON A LINE 39.00 FEET EAST OF AND CONCENTRIC WITH THE WEST LINE OF SAID LOT 4 ON A 175.49 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N12°36'55"E, CHORD DISTANCE 71.23 FEET, AN ARC DISTANCE OF 71.73 FEET;

THENCE NORTHEASTERLY ON A LINE 39.00 FEET EAST OF AND CONCENTRIC WITH THE WEST LINE OF SAID LOT 4 ON A 224.49 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N12°36'55"E, CHORD DISTANCE 91.12 FEET, AN ARC DISTANCE OF 91.76 FEET;

THENCE N00°54'21"E 87.16 FEET ON A LINE 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 TO THE NORTH LINE THEREOF;

THENCE NORTHWESTERLY ON THE NORTH LINE OF SAID LOT 4 ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N25°39'33"W, CHORD DISTANCE 22.36 FEET, AN ARC DISTANCE OF 23.18 FEET;

THENCE S00°54'21"W 107.16 FEET ON A LINE 29.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4;

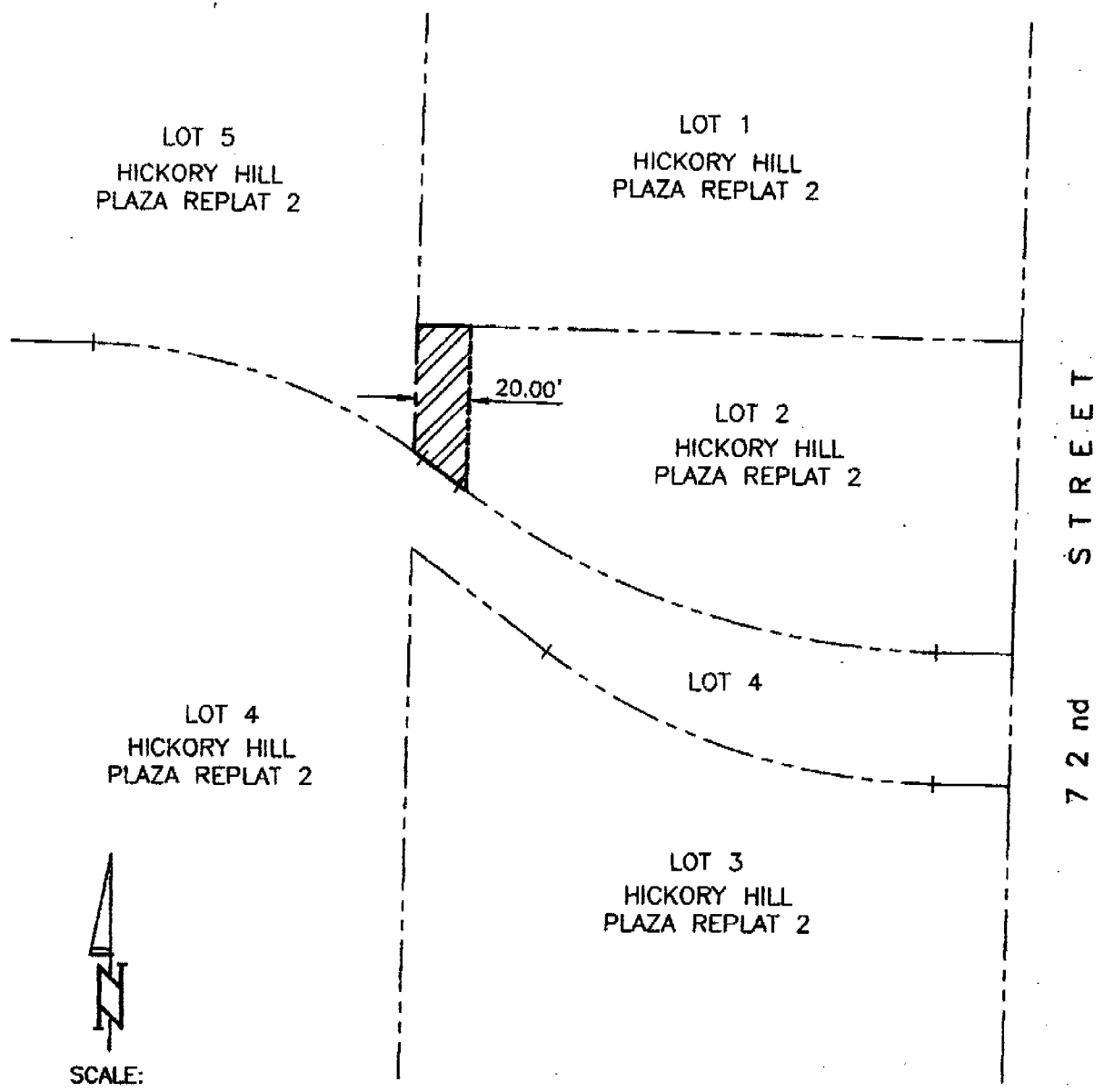
THENCE SOUTHWESTERLY ON A LINE 29.00 FEET EAST OF AND CONCENTRIC WITH THE WEST LINE OF SAID LOT 4 ON A 214.49 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S12°36'55"W, CHORD DISTANCE 87.06 FEET, AN ARC DISTANCE OF 87.67 FEET;

THENCE SOUTHWESTERLY ON A LINE 29.00 FEET EAST OF AND CONCENTRIC WITH THE WEST LINE OF SAID LOT 4 ON A 185.49 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S12°36'55"W, CHORD DISTANCE 75.29 FEET, AN ARC DISTANCE OF 75.82 FEET;

THENCE S00°54'21"W 83.35 FEET ON A LINE 29.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

SHEET 2 OF 2 EXHIBIT "D-2"

A:



SCALE:
1" = 60'

LEGAL DESCRIPTION

THE WEST 20.00 FEET IN WIDTH OF LOT 2, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

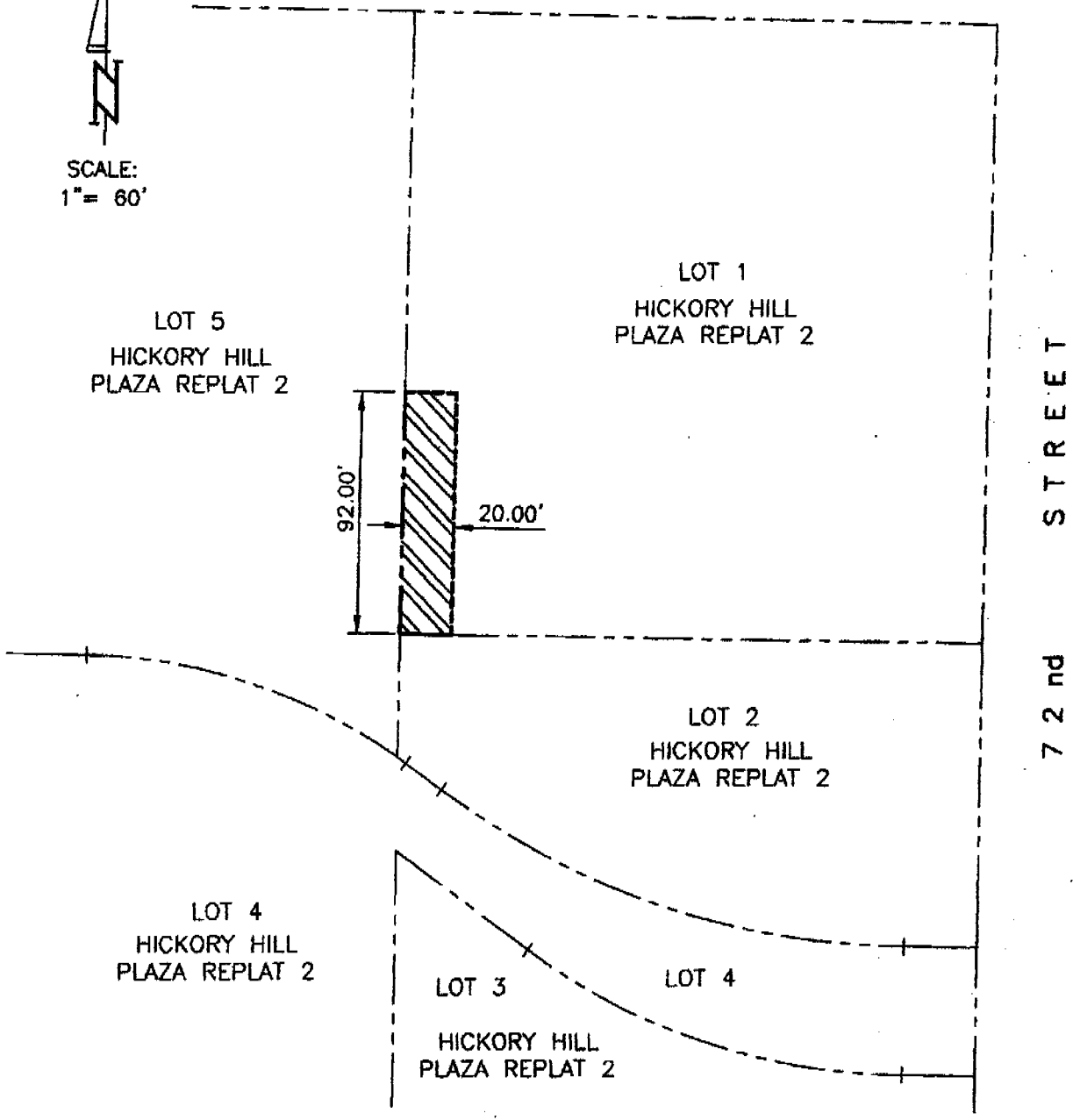
EXHIBIT "E"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(SW1) DATE: NOVEMBER 5, 2004
 THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

A

G I L E S R O A D

SCALE:
1" = 60'



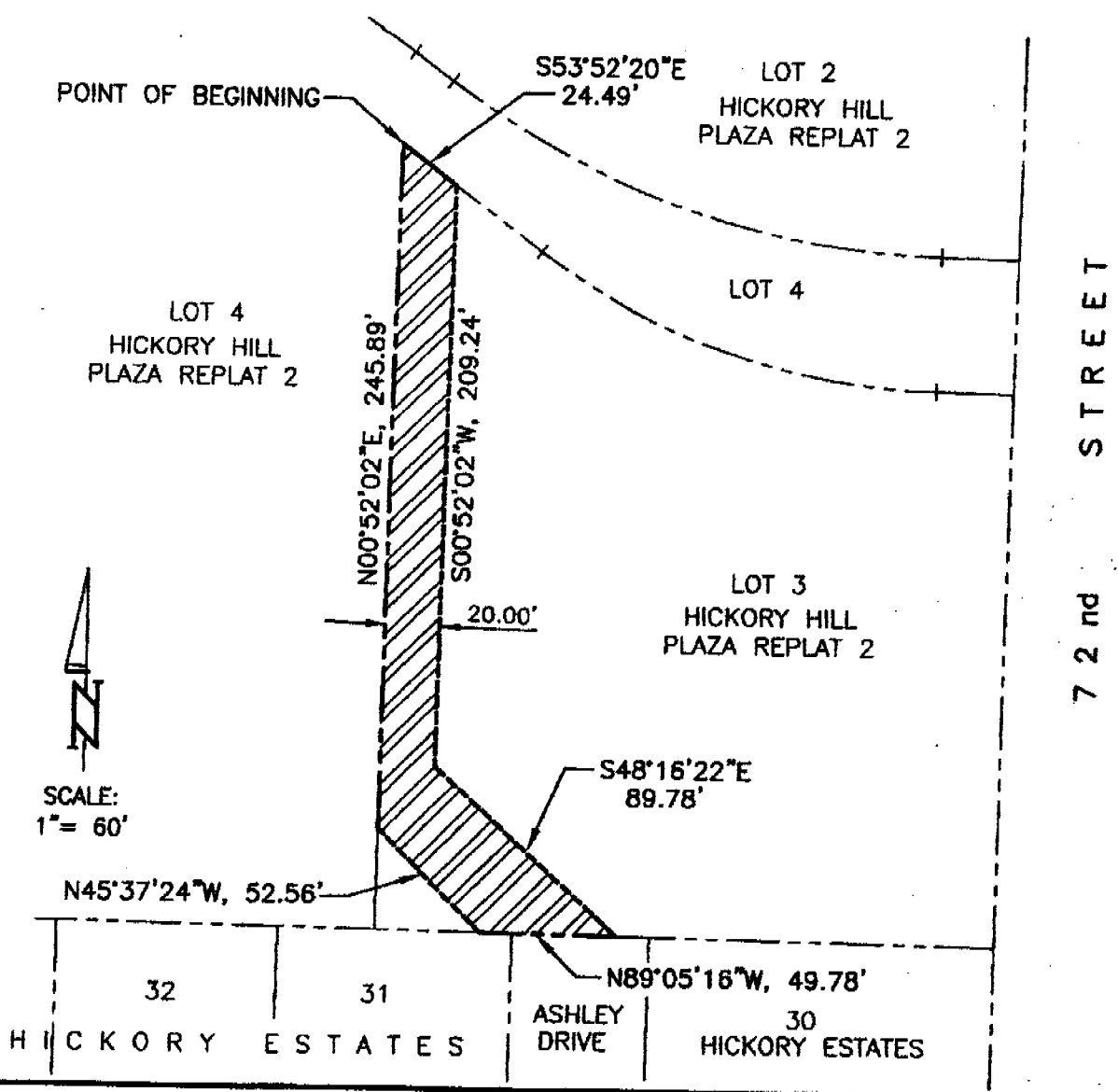
LEGAL DESCRIPTION

THE SOUTH 92.00 FEET OF THE WEST 20.00 FEET OF LOT 1, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "E-1"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(SW2) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

AK



LEGAL DESCRIPTION

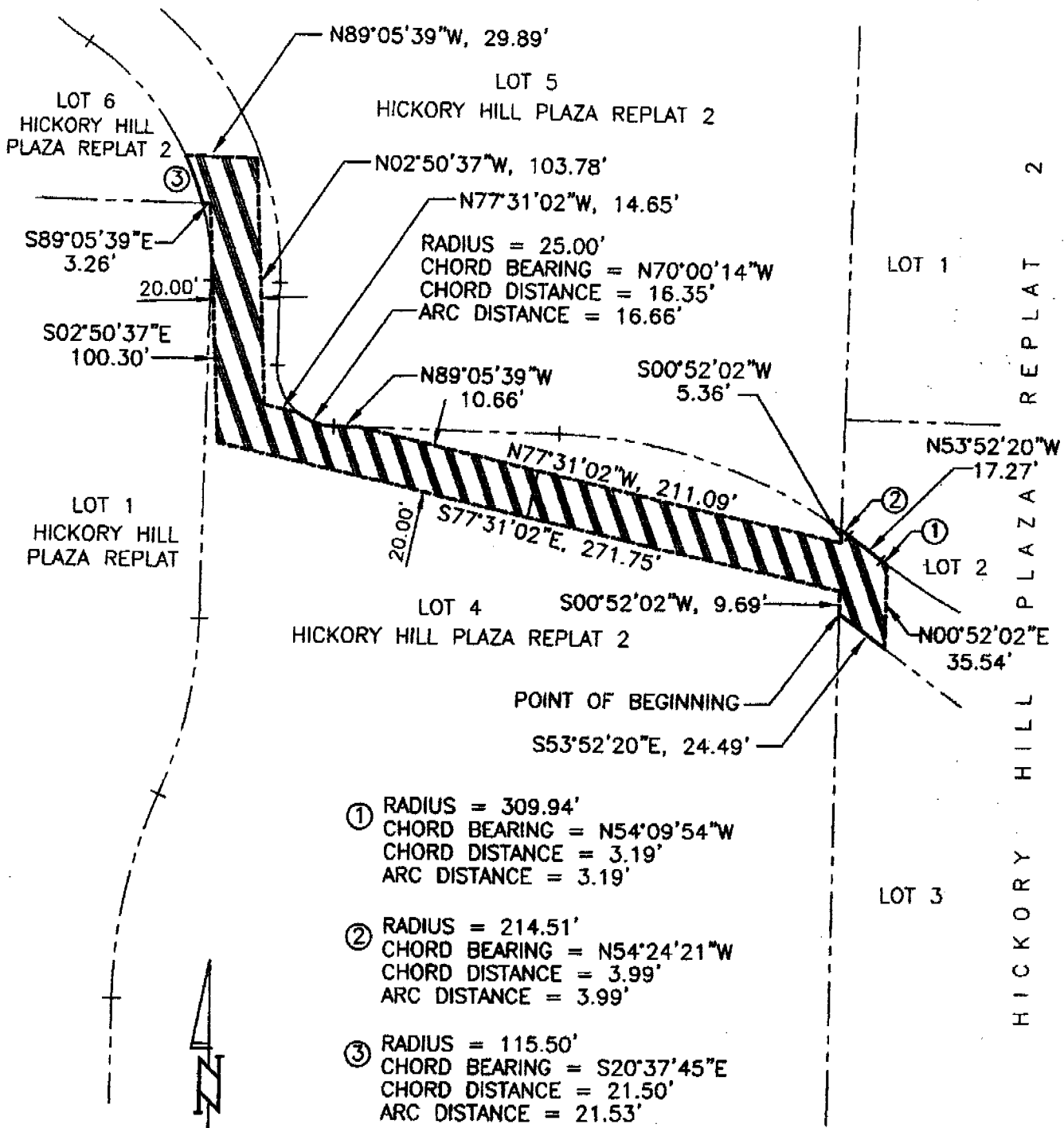
THAT PART OF LOT 3, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 3;

- THENCE S53°52'20"E (ASSUMED BEARING) 24.49 FEET ON THE NORTH LINE OF SAID LOT 3;
- THENCE S00°52'02"W 209.24 FEET ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 3;
- THENCE S48°16'22"E 89.78 FEET TO THE SOUTH LINE OF SAID LOT 3;
- THENCE N89°05'16"W 49.78 FEET ON THE SOUTH LINE OF SAID LOT 3;
- THENCE N45°37'24"W 52.56 FEET TO THE WEST LINE OF SAID LOT 3;
- THENCE N00°52'02"E 245.89 FEET ON THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

EXHIBIT "E-2"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(SW3) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

AI



SCALE:
1" = 60'

SHEET 1 OF 2 EXHIBIT "F"

Am

LEGAL DESCRIPTION

THAT PART OF LOT 4, HICKORY HILL PLAZA REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 3 SAID HICKORY HILL PLAZA REPLAT 2;

THENCE S53°52'20"E (ASSUMED BEARING) 24.49 FEET ON THE NORTH LINE OF LOT 3 SAID HICKORY HILL PLAZA REPLAT 2;

THENCE N00°52'02"E 35.54 FEET TO THE NORTHERLY LINE OF SAID LOT 4;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 4 ON A 309.94 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N54°09'54"W, CHORD DISTANCE 3.19 FEET, AN ARC DISTANCE OF 3.19 FEET;

THENCE N53°52'20"W 17.27 FEET ON THE NORTHERLY LINE OF SAID LOT 4;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 4 ON A 214.51 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N54°24'21"W, CHORD DISTANCE 3.99 FEET, AN ARC DISTANCE OF 3.99 FEET;

THENCE S00°52'02"W 5.36 FEET;

THENCE N77°31'02"W 211.09 FEET TO THE NORTHERLY LINE OF SAID LOT 4;

THENCE N89°05'39"W 10.66 FEET ON THE NORTHERLY LINE OF SAID LOT 4;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 4 ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N70°00'14"W, CHORD DISTANCE 16.35 FEET, AN ARC DISTANCE OF 16.66 FEET;

THENCE N77°31'02"W 14.65 FEET;

THENCE N02°50'37"W 103.78 FEET;

THENCE N89°05'39"W 29.89 FEET TO THE WEST LINE OF SAID LOT 4;

THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID LOT 4 ON A 115.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S20°37'45"E, CHORD DISTANCE 21.50 FEET, AN ARC DISTANCE OF 21.53 FEET TO THE SE CORNER OF LOT 6 SAID HICKORY HILL PLAZA REPLAT 2;

THENCE S89°05'39"E 3.26 FEET;

THENCE S02°50'37"E 100.30 FEET;

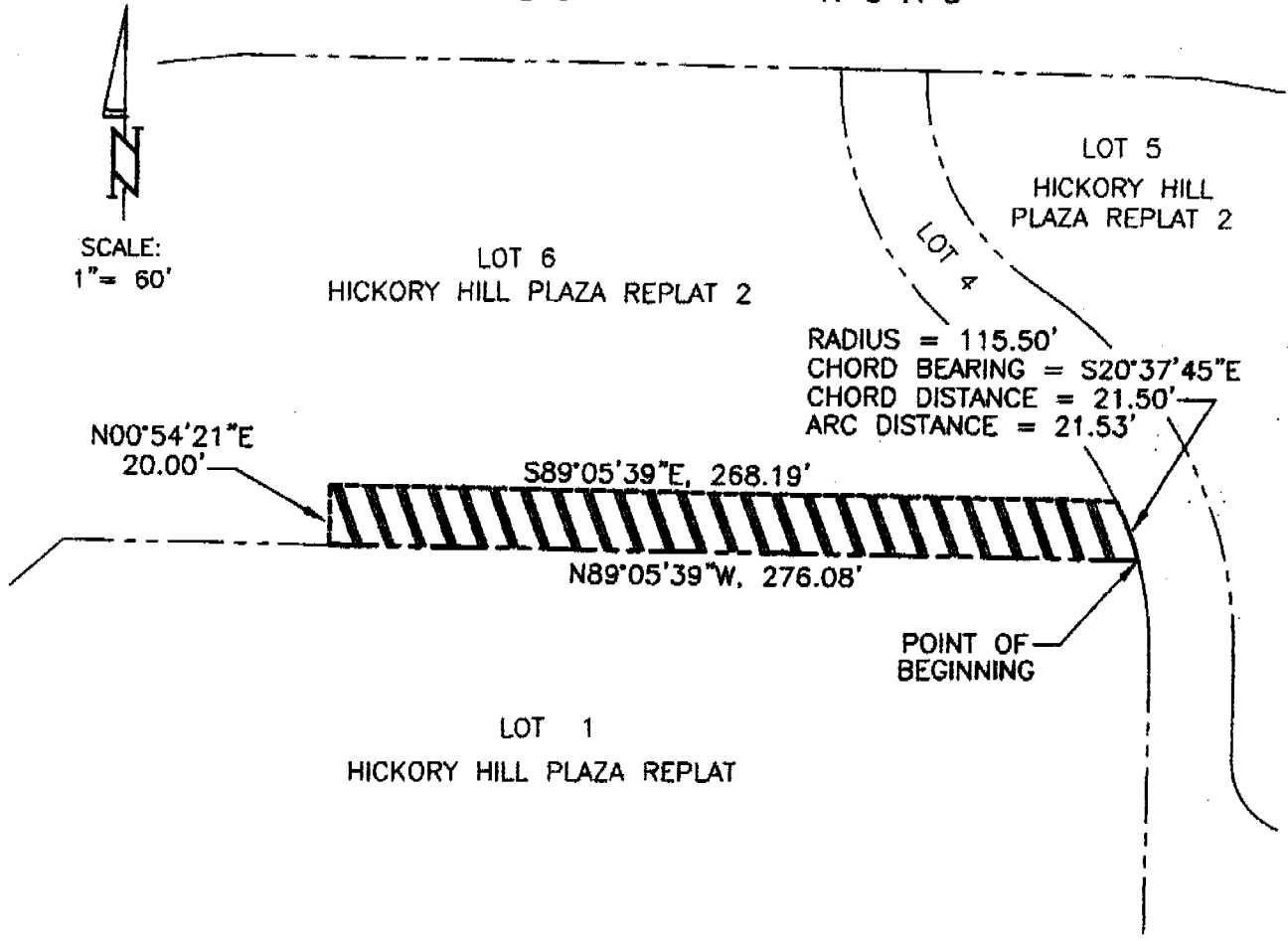
THENCE S77°31'02"E 271.75 FEET;

THENCE S00°52'02"W 9.69 FEET TO THE POINT OF BEGINNING.

SHEET 2 OF 2 EXHIBIT "F"

2005-00431An

G I L E S R O A D



LEGAL DESCRIPTION

THAT PART OF LOT 6, HICKORY HILL PLAZA REPLAT 2, A SUBDMISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 6;

THENCE N89°05'39"W (ASSUMED BEARING) 276.08 FEET ON THE SOUTH LINE OF SAID LOT 6;

THENCE N00°54'21"E 20.00 FEET;

THENCE S89°05'39"E 268.19 FEET ON A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 6 TO THE EAST LINE THEREOF;

THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT 6 ON A 115.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S20°37'45"E, CHORD DISTANCE 21.50 FEET, AN ARC DISTANCE OF 21.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT "F-1"

THE LERNER COMPANY TD2 FILE NO.: 738-118-ESMT(S2) DATE: NOVEMBER 5, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860