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DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration") is made this 5<sup>th</sup> day of October, 1993, by 27TH STREET ASSOCIATES, LTD. (the "Declarant"), a Nebraska limited partnership.

RECITALS:

A. Declarant is the Owner and developer of the entire tract of real estate described in Exhibit "A" attached hereto (such real estate being hereinafter referred to as the "Premises"), which Declarant intends to develop as an integrated multi-tenant retail shopping center.

B. The Premises consists of Lot 1 ("Lot 1") and Lot 2 ("Lot 2") as shown on the site plan (the "Site Plan") attached hereto as Exhibit "B".

C. KMart Corporation (together with its successors and assigns, "KMart") presently leases Lot 1 from Declarant.

D. Declarant desires to provide for certain easements over the Premises for the benefit of Declarant and the future Owners, tenants, licensees, and other occupants of the Premises and their respective employees, customers, licensees, and invitees.

E. Declarant desires to establish and secure the enforcement of restrictive covenants upon the usage and development of the Premises.

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions, and restrictions and grants the following easements on the Premises, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Owners of any portion of the Premises, their respective tenants, heirs, legal representatives, successors and assigns, and any mortgagees.

1. Definitions. The following words and phrases shall have the following meanings:

- (a) "Common Areas" means those areas consisting of service roads, driveways, driveway entrances and exits, vehicle approaches, sidewalks, pedestrian walkways, vehicle parking areas, landscape areas and other areas which may from time to time exist on the Premises and which are not then occupied by buildings or ATM facilities.

2

- (b) "Common Area Improvements" means any improvement, including but not limited to signs, paving, striping, bumper guards or curbs, landscape planters and other landscaping, lighting standards, and loading docks, trash enclosures, and other service facilities located from time to time on the Common Areas.
- (c) "Lot 1" and "Lot 2" shall have the meanings given to such terms in Recital B of this Declaration.
- (d) "Owner" means the person, partnership, corporation or other entity holding fee title to all or any portion of the Premises.
- (e) "Premises" shall have the meaning given to such term in Recital A of this Declaration.
- (f) "Site Plan" shall have the meaning given to such term in Recital B of this Declaration.

2. Easements.

(a) Ingress, Egress and Passage. There hereby is reserved in favor of the Owners, their assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, a non-exclusive easement to use, free of charge, for ingress, egress, and passage, any and all of the service roads, driveways, driveway entrances and exits, vehicle approaches, sidewalks, and pedestrian walkways existing from time to time on the Common Areas, subject to such reasonable and uniformly applied rules and regulations as the Owners may establish from time to time with respect to the use of the Common Areas on their respective portion of the Premises.

(b) Utility Lines. There hereby is reserved in favor of and granted to the Owners, non-exclusive easements under, through and across the Common Areas for water drainage systems or structures, water mains, sewers, telephone and electrical conduits or systems, gas mains, other public utilities and service easements, which reservations shall include the right of an Owner to reasonably join in the use of any such existing systems, structures, mains, sewers, conduits, and other public utilities and service facilities so long as the use of any utilities is separately metered. All such systems, structures, mains, sewers, conduits, and other public utilities shall be installed and maintained below the ground level or surface. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business on the Premises. The grantee of such easement shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Areas resulting from such use. At any time and from time to time the Owner shall have the right to relocate on its parcel any utility

3

line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation has been given to the Owner of each parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the parcels served by the lines or facilities, (iii) shall not reduce or unreasonably impair the usefulness or function of the line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other parcel served by the line or facility, and (v) shall not unreasonably interfere with the normal operation by KMart of its business on its demised premises.

(c) Parking. There hereby is reserved in favor of the Owners, their tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, a non-exclusive easement to use for parking only, free of charge, in common with others entitled to similar use, any and all of the parking areas existing from time to time on the Premises, subject to such reasonable and uniformly applied rules and regulations as the Owners may establish from time to time with respect to the use of the parking areas on their respective portion of the Premises.

### 3. Building and Common Areas Development.

(a) Building on Lot 2. The building on Lot 2 shall be of first quality construction and architecturally designed so that its exterior (including color) will be architecturally and aesthetically compatible and harmonious with all other buildings on the Premises. No building on Lot 2 may be constructed nor the exterior of such building changed in any way (including without limitation signs and color) without the prior written approval of the Owner of Lot 1 as to the exterior design, color and elevation of the building to be constructed or modified. Before construction of any structures or any modifications of existing structures on Lot 2 which require approval is commenced, specific information shall be sent to the Owner of Lot 1 to enable it to make a reasonable determination. The Owner of Lot 1 may not arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this paragraph. The Owner of Lot 1 must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if the Owner of Lot 1 disapproves of the proposal, it shall provide a written explanation in reasonable detail of the reasons for disapproving. If the Owner of Lot 1 rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Owner shall be deemed to have approved the same. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal. In no event shall the Owner of Lot 2 erect any building or structure on Lot 2

4

(i) in excess of eighteen feet (18') in height or any lower height requirement imposed by applicable zoning laws, or (ii) which has a surface area in excess of Five Thousand (5,000) square feet. No more than one building and one ATM facility shall exist on Lot 2.

(b) Common Areas on Lot 2. The Common Areas on Lot 2 may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, and landscaping and for no other purposes unless otherwise specifically provided in this Declaration or consented to by the Owner of Lot 1. No buildings or structures shall be placed or constructed in the Common Areas on Lot 2 except pylon signs, directional signs, paving, bumper guards or curbs, landscape planters, lighting standards, loading docks, and trash enclosures (with all trash being hidden from view from the parking areas). Following the initial construction of any portion of the Common Areas on Lot 2 as provided for in subsection (a) above, the sizes and arrangements of the Common Area improvements, including without limitation service drives and parking areas, stripping, traffic directions arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the written consent of the Owner of Lot 1. Any portion of Lot 2 which does not contain Common Area improvements or buildings shall be kept weed-free and clean at the Owner's sole expense until such time as improvements are made thereon.

(c) Common Areas Requirements. As part of the construction of the building erected on Lot 2, there shall be included Common Area improvements thereon. There shall be provided for the building built on Lot 2 parking for not less than six standard-sized cars for each 1,000 feet of floor area of such building or the number of cars required under applicable laws, whichever is greater. The development of Common Areas on Lot 2 shall be of first quality construction and architecturally and aesthetically compatible as an integrated development with the Common Areas located on Lot 1, including but not limited to grading plans, roadways and walkways, landscaping and location of lighting standards and lighting systems. Unless otherwise approved in writing by the Owner of Lot 1, the parking areas and roadways on Lot 2 shall be constructed at all times so as to meet at equal grades with the parking areas and roadways on Lot 1 and no obstruction shall be erected or permitted upon the Common Areas in Lot 2 which will in any way interfere with any rights granted in this Declaration. Notwithstanding any provision to the contrary contained in this Declaration, any entrance from Lot 1 onto Lot 2 and any exit from Lot 2 onto Lot 1 shall be at a location approved by the Owner of Lot 1. No Common Area improvements on Lot 2 may be initially constructed without the prior written approval of the Owner of Lot 1 as to the grading plans, roadways, landscaping, signage, and location of lighting standards and lighting systems to be constructed. Additionally, so long as KMart is the tenant of

5 Lot 1, only one pylon sign shall be erected on Lot 2 which shall not exceed 25 feet in height or three-fourths of the height of the KMart pylon sign, whichever is greater. Before initial construction of any Common Area improvements on Lot 2 which require approval is commenced, one copy of the proposed plans and specifications with respect to the development of such portion of the Common Areas shall be sent to the Owner of Lot 1. Such plans and specifications for the development of such portion of the Common Areas shall include, without limitation:

- (i) comprehensive rough and/or final grading plans for such portion of the Common Areas, including storm drains and other surface drainage installations;
- (ii) comprehensive parking layout for such portion of the Common Areas including paving, stripping, bumpers, curbs, location of lighting standards and lighting systems;
- (iii) landscaping plans specifying overall plant materials and plantings; and
- (iv) the conditions, standards, and architectural treatment under which such improvements shall be located, constructed, and installed. Such conditions, standards and architectural treatment shall not be less than the minimum requirements of the governmental agencies having jurisdiction over the performance of such work.

The Owner of Lot 1 may not arbitrarily or unreasonably withhold its approval of the proposed Common Area improvements on Lot 2 if it is in conformity with the intent of this section. The Owner of Lot 1 must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if the Owner of Lot 1 disapproves of the proposal, it shall provide a written explanation in reasonable detail of the reasons for disapproving. If the Owner of Lot 1 rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Owner shall be deemed to have approved the same. If the proposal is disapproved as provided herein, than an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(d) Employee Parking. Each Owner shall cause its employees, and the employees of its tenants, to park their vehicles only on the parcel owned by such Owner.

(e) KMart Approval. So long as KMart is the tenant of Lot 1, KMart must also approve all proposals which require the approval of the Owner of Lot 1 as specified in this Section 3, subject to the same conditions as apply to the approvals of the Owner of Lot 1.

4. Operation and Maintenance of Common Areas.

6 (a) Maintenance Standards. Each Owner shall maintain the Common Areas improvements from time to time located on such Owner's respective portion of the Premises in good and clean condition and repair, such maintenance to include, but not be limited to, the following:

- (i) maintaining the surface of the roadways, parking areas, and sidewalks in a level, smooth, and evenly covered condition with the type of surface material originally installed or such substitute as shall in all respects be equal or superior in quality, use, and durability;
- (ii) removing all snow, papers, debris, filth, and refuse and thoroughly sweeping the area to the extent necessary to keep the area in a clean and orderly condition;
- (iii) placing, keeping in repair, and replacing any necessary or appropriate directional signs, markers and lines;
- (iv) repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required;
- (v) maintaining all landscaped areas and making replacement of shrubs and other landscaping as is necessary; and
- (vi) maintaining all perimeter walls in a good condition and state of repair.

(b) Expenses. Except as otherwise provided in this paragraph, each Owner shall pay the cost of maintaining the Common Areas owned by it, including, without limitation, the wages and salaries of persons directly and actually performing services described herein. Commencing with the calendar month following the month in which any business is first operated on Lot 2 (the "Commencement Month") and continuing thereafter for the duration of this Declaration, the Owner of Lot 2 shall pay the Owner of Lot 1 or its tenant (as directed by the Owner of Lot 1) the monthly Contribution Fee hereinafter defined. The monthly Contribution Fee represents the sole contribution by the Owner of Lot 2 towards the expense of maintaining and repairing the access roads within the Common Areas of Lot 1 which provide ingress and egress to and from Lot 2. The initial Contribution Fee shall be Two Hundred Dollars (\$200.00) per month. The Contribution Fee shall be adjusted on the third anniversary of the Commencement Month and every three years thereafter to reflect the change in purchasing power of the dollar. Such adjustments shall be computed on the following basis. The



7  
U.S. Department of Labor Consumer Price Index: U.S. City Average, ALL URBAN CONSUMERS (CPI-U), All Items (the "Consumer Price Index"), shall be used as the basis of computation. The index number shown on the Consumer Price Index for the month preceding the Commencement Month shall be the base index number. The index number for the latest month shown on the Consumer Price Index most recently published prior to the month in which the Contribution Fee is to be adjusted shall be the current index number. The Contribution Fee shall be increased from the initial Contribution Fee by the percentage of increase of the applicable current index number over the base index number. Notwithstanding anything herein to the contrary, the adjusted monthly Contribution Fee shall not be less than the initial Contribution Fee. The monthly Contribution Fee shall be paid on or before the first day of each calendar month beginning with the Commencement Month.

(c) Taxes. Each Owner agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authority all real property taxes and assessments which are levied against that portion of the Common Areas owned by it. Special assessments may be paid in installments as they accrue.

(d) Effect of Sale by Owner. If an Owner sells its parcel, or any portion thereof, then after the date of such sale, such Owner shall have no further obligation under this Section 4 with respect to such parcel or portion thereof sold; provided, however, the selling Owner shall remain liable for obligations incurred prior to such sale including but not limited to its share of any real property taxes prorated to the date of such sale. Nothing in this subsection (d) shall release a selling Owner from any obligations (including but not limited to obligations of an Owner for environmental matters with respect to its parcel) other than those arising under this Section 4.

5. Restrictions on Use of Lot 2. Except with the prior written consent of the Owner of Lot 1, Lot 2 shall be used solely for retail uses consistent with a first-class shopping center; provided, however, without limiting the foregoing, no such retail use shall be as a theater, bowling alley, skating rink, bar, tavern, off-sale liquor store, adult book store, gym, health club facility, automotive repair facility, dance hall, billiards or pool hall, game parlor, massage parlor, warehouse, or for the renting, leasing or sale of or displaying for the purposes of renting, leasing, or sale of any motor vehicle or trailer. Additionally, so long as KMart is the tenant of any portion of Lot 1, Lot 2 shall not, unless consented to by KMart in writing, be used (i) as a supermarket or grocery store, (ii) as a bakery or delicatessen, (iii) for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, (iv) for the sale of beer, wine or other alcoholic beverages for off-premises consumption, (v) as a pharmacy or drug store requiring the services of a licensed pharmacist, (vi) as a footwear or retail shoe store unit, (vii) for the sale of pizza or deli sandwiches for on-site or off-site consumption; provided, however, the restrictions set forth

8

in clauses (i) through (vi), inclusive, shall not prohibit (a) the sale of food items from an area not to exceed the lesser of 500 square feet of floor area or ten percent (10%) of the floor area of any storeroom when such sales are strictly incidental to the conduct of another business within such storeroom or (b) the operation of a restaurant, yogurt shop, or ice cream store or the sale of beer, wine, or other alcoholic beverages incidental to the service of food. Declarant, as the Owner of Lot 1, consents to the use of one ATM facility on Lot 2.\*

6. Indemnification. Each Owner shall indemnify and hold all other Owners harmless from any and all liability, damage, or expense in connection with any cause of action, lawsuit, claim or judgment arising from personal injury, death or property damage arising out of the use of the Common Areas owned by such Owner unless caused by the intentional act of such other Owner. The indemnification obligations of the Owners under this Section 6 relate solely to third party causes of action, lawsuits, claims, and judgments and do not apply to causes of action, lawsuits, claims and judgments of Owners relating to breaches of this Declaration.

7. Insurance. Each Owner shall, at its sole cost and expense, procure and maintain in full force and effect policies of insurance insuring such Owner against all statutory and common law liabilities for damage to property or injuries, including loss of life, sustained by a person or persons within the Common Areas owned by such Owner, whether caused by negligence or otherwise. Such insurance shall be in an amount not less than a combined single limit of \$3,000,000, pursuant to a policy under which the insurer agrees to indemnify and hold harmless the other Owners from and against all costs, expenses, and liabilities arising out of the Owner's indemnification obligations set forth in Section 6. Copies of such policies, or certificates evidencing the existence thereof, shall be delivered to the Owners upon request.

8. Obligation to Rebuild or Raze. In the event that any building on the Premises shall be damaged or destroyed (partially or totally) by fire, the elements, or any other casualty, the Owner of such building shall, at its expense, promptly and with due diligence repair, rebuild, and restore the same as nearly as practical to the condition existing just prior to such damage or destruction; or alternatively, the Owner of such building shall be required to clear, clean and raze the fire damaged building and either landscape or pave the entire lot.

9. Remedies. If an Owner defaults in any of its respective obligations or covenants hereunder, the other Owner or Owners or any mortgagee holding a lien against any of the parcels in the Premises shall be entitled to enforce this Declaration by all remedies available at law and in equity, including, but not limited to, seeking a prohibitory or mandatory injunction to compel the

\* So long as Kmart is the tenant of any portion of Lot 1, Kmart, after giving written notice to the owner and occupant of Lot 2, shall be entitled to collect from the owner and/or occupant of Lot 2 an amount equal to the damages incurred by Kmart as a result of a violation of the foregoing restrictions during any period from the date of any such violation until the same shall be cured. Such right by Kmart to collect damages shall be in lieu of any right Kmart has to collect damages from Kmart's landlord pursuant to the provisions of the second sentence of the third paragraph of Article 42 of the Lease.

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9

discontinuance of any act or condition herein required, maintaining an action for damages resulting from any breach of covenants herein, and maintaining an action to enforce or foreclose any lien rights granted herein. In addition to all other remedies, in the event an Owner defaults in any of its obligations or covenants hereunder, any non-defaulting Owner shall have the right, but not the obligation, to perform the obligations of the defaulting Owner, fifteen (15) days after the date on which written notice is sent to the defaulting Owner, during which fifteen (15) day period the defaulting Owner shall have the opportunity to cure such default. If the default creates an emergency condition, the non-defaulting Owner may cure such default immediately, provided that the non-defaulting Owner gives prompt written notice of its actions and the emergency condition giving rise to such action. If the default cannot reasonably be cured within fifteen (15) days after the date of the notice despite the defaulting Owner's reasonable diligence, the defaulting Owner shall be given an additional thirty (30) days to cure such default, provided that the defaulting Owner gives written notice of the need for additional time prior to the expiration of the initial fifteen (15) day period. If a non-defaulting Owner cures the defaulting Owner's default, the defaulting Owner shall pay on demand the full cost of performing such obligation. Such cost shall create a lien against the defaulting Owner's parcel in the Premises until such cost is paid in full, together with all costs of collection (including reasonable attorneys' fees) thereof and interest at the highest legal non-usurious rate from the date such cost is demanded until paid in full. In the event suit is brought to enforce any of the foregoing remedies, the prevailing Owner or Owners to such suit shall be entitled to be paid reasonable court costs and reasonable attorneys' fees by the other Owner, and any judgment or decree rendered shall include and award therefor.

10. Covenants, Conditions and Restrictions Running With the Land. The covenants, conditions and restrictions contained herein shall run with the legal and equitable title to the Premises and shall be for the benefit of the Owners and their respective mortgagees.

11. No Dedication. Nothing contained in this Declaration shall ever be deemed to create a gift of all or any portion of the Premises to the general public or as a dedication for public use or public purpose, it being the intention of the Owners that this Declaration shall be for the exclusive benefit of the Premises, or any portion thereof, the Owners and their mortgagees.

12. No Waiver. The failure of any Owner or mortgagee of a parcel in the Premises to avail itself of the covenants, conditions and restrictions of this Declaration for any period of time or at any time shall not be construed or deemed to be a waiver of any such covenants, conditions or restrictions and nothing herein contained, nor anything done or admitted to be done by any such

10

Owner or mortgagee pursuant to this Declaration or the laws of the state where the Premises are located shall be construed or deemed to constitute a waiver, and such Owner or mortgagee shall have the right at any time or times thereafter to insist upon strict performance by all other Owners obligated hereunder. An enforcement of any right or remedy hereunder by any Owner, either prior to, simultaneously with, or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

13. Notices. All notices required or permitted to be delivered by an Owner to any other Owner shall be deemed delivered hereunder, whether actually received or not, three (3) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or one (1) day after delivery to a nationally recognized overnight courier service, addressed to the appropriate Owner at its address as shown on the then current real property tax rolls in the county where the Premises are located.

14. Severability. If any covenant, condition or restriction contained herein, or application thereof to any entity, person or circumstance is held to be invalid or void by any court of competent jurisdiction, such invalidity shall in no way affect the remainder of such covenants, conditions or restrictions to other entities, persons or circumstances.

15. Amendment. This Declaration may not be modified or amended in any respect whatsoever or rescinded, in whole or in part, except with the consent of KMart, during any period KMart is the tenant of any portion of the Premises, and all of the Owners and then only by a written instrument duly executed and acknowledged by KMart, if its consent is needed, and all of the Owners, duly recorded in the Office of the County Recorder or Register of Deeds in the county where the Premises are located. No modification or rescision of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescision.

16. Successors and Assigns. The covenants, conditions and restrictions contained in this Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

17. Headings. The headings used in this Declaration are for convenience and reference only and shall not be deemed to expand or limit the meaning of this Declaration.

18. Approvals. Whenever approval is required in this Declaration, unless otherwise provided in this Declaration, it will not be unreasonably withheld. Unless provisions are made in this Declaration for a specific period of time, the period for approval shall be deemed to be thirty (30) days, and if an Owner or KMart

11

neither approves nor disapproves within that period, such Owner or KMart, as the case may be, will be deemed to have given its approval. If an Owner or KMart disapproves, the reason must be stated.

19. Duration. Unless otherwise cancelled or terminated as provided herein, the duration of this Declaration shall be for a period of seventy-five (75) years from the date of this Declaration, except that the easements granted in Section 2 of this Declaration shall continue in full force and effect until terminated in writing by the parties entitled to modify this Declaration in accordance with Section 15 hereof.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

27TH STREET ASSOCIATES, LTD., a  
Nebraska limited partnership

By: NORTH LINCOLN, INC., a  
Nebraska corporation, General  
Partner

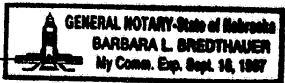
By: *Harlan J. Noddle*  
Harlan J. Noddle,  
President

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 5<sup>th</sup> day of October, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Harlan J. Noddle, President of North Lincoln, Inc., a Nebraska corporation, on behalf of such corporation, as general partner of 27th Street Associates, Ltd., a Nebraska limited partnership, on behalf of such partnership.

*Barbara L. Bredthauer*  
Notary Public

My Commission Expires:  
Sept. 16, 1997



12

CONSENT AND SUBORDINATION TO DECLARATION

In consideration of the benefits derived from the foregoing Declaration by the undersigned as the tenant of Lot 1 of the Premises pursuant to a Lease with Declarant dated October 5, 1992, a memorandum of which has been recorded in Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, of the Miscellaneous Records of the Register of Deeds of Lancaster County, Nebraska (as the same may be amended from time to time, the "Lease"), the undersigned, on behalf of itself and its successors and assignees to the leasehold estate under the Lease, hereby consents to the foregoing Declaration and subordinates its leasehold estate and all of its rights under the Lease to the terms, conditions, and restrictions contained in the foregoing Declaration, as the same may be amended from time to time pursuant to its terms. This Consent and Subordination to Declaration shall be binding upon the undersigned and its successors and assigns (including the assignees of the leasehold estate under the Lease) and shall inure to the benefit of the Declarant and the Owners. The capitalized terms contained in this paragraph and not otherwise defined in this paragraph shall have the meanings given to such terms in the foregoing Declaration.

KMART CORPORATION, a Michigan corporation

By: M. L. Skiles  
Title: Senior Vice President

STATE OF Michigan )  
COUNTY OF Oakland ) SS.

On this 12<sup>th</sup> day of October, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared M. L. Skiles, Senior Vice President of KMart Corporation, a Michigan corporation, on behalf of such corporation.

Irene F. Hammond  
Notary Public

My Commission Expires:  
\_\_\_\_\_

IRENE F. HAMMOND  
Notary Public, Macomb County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires July 10, 1995

13

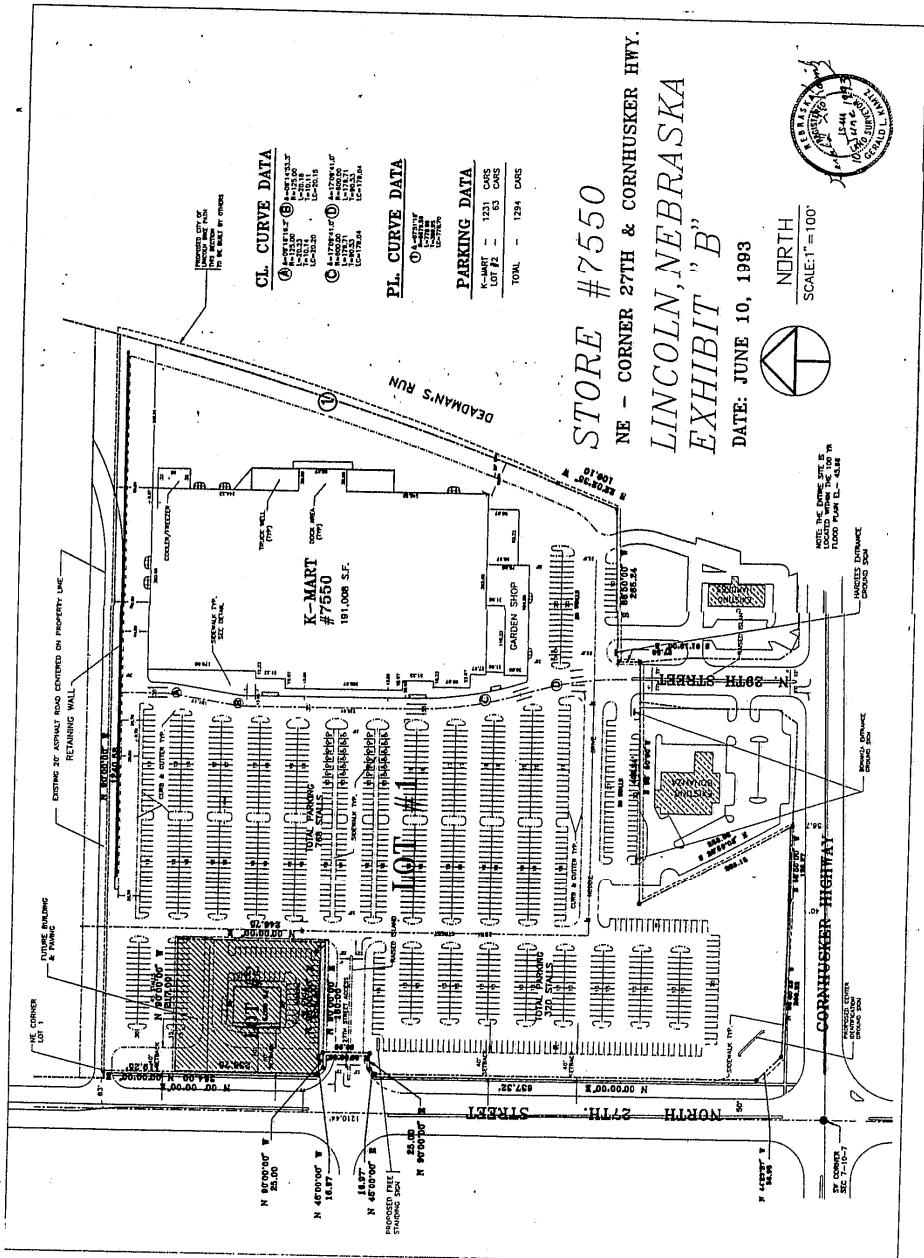
EXHIBIT "A"

to Declaration of Restrictions  
and Grant of Easements

Lots 1 and 2, Cornhusker Crossing, Lincoln, Lancaster County, Nebraska



14



**CL. CURVE DATA**

① RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

② RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

③ RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

④ RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

**PL. CURVE DATA**

① RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

② RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

③ RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

④ RADIUS OF CURVE TO BE MAINTAINED TO BE MAINTAINED BY OTHERS

**PARKING DATA**

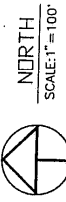
K-MART - 1231 CARS

LOT #2 - 63 CARS

TOTAL - 1294 CARS

**STORE #7550**  
 NE - CORNER 27TH & CORNHUSKER HWY.  
 LINCOLN, NEBRASKA  
 EXHIBIT "B"

DATE: JUNE 10, 1993



*Merrill*

\$7100

LANCASTER COUNTY, NEB

Oct 21 10 24 AM '93

INST. NO 93

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