

ATLANTIC TITLE CO.

Entered As Instrument No.
0200207725

STATE OF NEBRASKA)
COUNTY OF HALL) SS

'02 JUL 25 PM 2 55

Kathy Steward
REG. OF DEEDS

CASH _____
CHECK 120.50

REFUND: _____
CASH _____
CHECK _____

This instrument prepared by
(and after recording return to):

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W., Suite 400
Atlanta, Georgia 30339
Attn: Abbye M. Goodling, Esq.

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS**

120 49

This Second Amendment to Declaration of Restrictions and Grant of Easements ("**Second Amendment**") is made and entered into on this 24 day of July, 2002, by and among Robert M. Allen Family Limited Partnership, a Nebraska limited partnership ("**Allen**"), Albertson's, Inc., a Delaware corporation ("**Albertson's**"), and Home Depot U.S.A., Inc., a Delaware corporation ("**Home Depot**").

RECITALS

A. Allen and Albertson's entered into a certain Declaration of Restrictions and Grant of Easements dated March 11, 1999 (the "**1999 Declaration**"). The 1999 Declaration was recorded on June 24, 1999 as Instrument No. 99-106376 in the Official Records of Hall County, Nebraska. The 1999 Declaration was amended by a certain First Amendment to Declaration of Restrictions and Grant of Easements dated August 21, 2000 (the "**First Amendment**"). The First Amendment was recorded on September 25, 2000 as Instrument No. 00-007944. The 1999 Declaration and the First Amendment are hereinafter collectively referred to as the "**Original Declaration**." The 1999 Declaration, the First Amendment and this Second Amendment are hereinafter collectively referred to as the "**Declaration**".

B. The Declaration encumbers Parcels 1 through 5 and 14 through 29 as shown on Exhibit A attached hereto and incorporated herein and more particularly described on Schedule I, attached hereto and incorporated herein by this reference (the "**Shopping Center**"). Subsequent to the recordation of the Original Declaration, Lots 1-9 and Lots 24-29 of Meadowlark West Third Subdivision (shown on Exhibit A as Parcels 1-9 and Parcels 24-29, respectively) were replatted and are now Lots 1 to 15 (both inclusive) of Meadowlark West Fourth Subdivision. As

1 Second Amendment to Declaration
Grand Island 857206.3
576174-2 1631.1971000

a result of the replat, the land area and designation of Parcels 3 to 9 (both inclusive) of the Original Declaration were altered to the configuration shown on Exhibit A attached hereto. The remaining lots within the Meadowlark West Third Subdivision were not replatted and retain their original respective legal descriptions and Parcel designations.

C. Home Depot has purchased (or is about to purchase) Parcel 5 as depicted on the Site Plan attached hereto as Exhibit A (sometimes referred to as the "HD Parcel"). Upon its purchase of Parcel 5, Home Depot will become a "Consenting Owner" (as that term is defined in Section 1.2 (i) of the 1999 Declaration).

D. The parties desire to make certain modifications to the Original Declaration as set forth below.

Agreement

Now, therefore, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** Except as set forth herein, the recitals are incorporated herein as if set forth in full.

2. **Capitalized Terms.** All capitalized terms that are not defined in this Second Amendment shall have the meanings respectively given to them in the Original Declaration.

3. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Original Declaration, the provisions of this Second Amendment shall control.

4. **Modified Site Plan.** Exhibit A of the Original Declaration is hereby deleted in its entirety, and Exhibit A of this Second Amendment is inserted in its place. All references in the Declaration to "Common Areas", "Building Areas", "Building Envelopes", "Expansion Area" and "Parcels" shall be deemed to refer to such items on Exhibit A of this Second Amendment.

5. **Schedule I – Legal Description.** The legal description of the Shopping Center contained in Schedule I of the Original Declaration is hereby deleted in its entirety, and the legal description of the Shopping Center contained in Schedule I attached hereto is substituted in lieu thereof. All references in the Declaration to Schedule I shall be deemed to refer to Schedule I of this Second Amendment.

6. **Approval of Plans; Home Depot Building Envelope.** Pursuant to Sections 2.3(a) and 2.3(f) of the Declaration, Allen and Albertson's hereby approve Home Depot's Building Design Drawings and the height of the proposed Home Depot building. Pursuant to Sections 2.1 and 2.5 of the Declaration, Allen and Albertson's hereby approve the Building Envelope on the HD Parcel shown on Exhibit A, and agree that the Owner of the HD Parcel shall have the right to modify its Building footprint in any manner that (i) is acceptable to the City of

Grand Island, (ii) is in compliance with this Declaration, and (iii) is in compliance with all applicable laws and ordinances. Pursuant to Sections 2.1(b) and 2.5 of the Declaration, Allen and Albertson's hereby approve the Site Plan as it pertains to Common Area improvements located within the Building Envelope on the HD Parcel.

7. **Staging Area.** Allen and Albertson's hereby consent to the Home Depot construction staging area on Parcels 28 and 29 as outlined on Exhibit A attached hereto (the "**Staging Area**"). In consideration of Home Depot's agreement to develop the HD Parcel, Allen, the Owner of the Staging Area, hereby grants and conveys to Home Depot and its contractors and consultants, a temporary, exclusive easement on, over and across the Staging Area, for the placement and storage of building materials, equipment, vehicles and machinery to be used in connection with the development of the HD Parcel, as well as for the location of a construction trailer and for the use of workers in connection with such development. Said easement shall expire on December 31, 2003, or such earlier date as Home Depot may elect in a written notice to Allen. At the end of the term of the easement, Home Depot shall return the Staging Area to Allen free of litter and debris. Also, Home Depot shall repair any damage to the Staging Area and shall fine grade and power seed the Staging Area as soon as weather permits. Home Depot agrees to defend, indemnify and hold Allen and its agents, employees and partners (collectively, the "**Indemnified Parties**") harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and costs) incurred by the Indemnified Parties by reason of the use of the Staging Area by Home Depot and its contractors, employees and consultants.

8. **Center Pylon Signs.** Sections 4.3(a) is modified by adding at the end of the Paragraph the following language:

"The parties hereby acknowledge that there are currently two (2) pylon signs located at the Shopping Center. One such existing pylon sign is located near the intersection of Allen Drive and 13th Street, and is hereinafter referred to as "Center Pylon Sign B." The other such existing Pylon Sign is located near the intersection of Webb Road and 13th Street, and is hereinafter referred to as "Center Pylon Sign A." The parties further acknowledge that prior to the grand opening of the store on the HD Parcel, the following three (3) additional signs will be constructed and placed in operation: (i) a pylon sign on Parcel 16 ("Center Pylon Sign C"); (ii) a pylon sign near the intersection of Allen Drive and Faidley Avenue on Parcel 10 ("Center Pylon Sign D"); and (iii) a pylon sign on Parcel 29 ("Center Pylon Sign E"). Center Pylon Sign A, Center Pylon Sign B, Center Pylon Sign C, Center Pylon Sign D and Center Pylon Sign E are hereinafter individually referred to as a "**Center Pylon Sign**" and collectively referred to as the "**Center Pylon Signs**", and their respective locations are shown on Exhibit A attached hereto."

9. **Control of Designations on Center Pylon Signs.** Sections 4.3(b) and (c) of the 1999 Declaration are hereby deleted in their entirety, and the following is inserted in their place:

"(b) **Control of Designations.** Subject to the provision of Section 4.3(a), the following shall apply with regard to the designations on the Center Pylon Signs:

(i) With respect to Center Pylon Sign B, Home Depot shall have the right to cause a panel with the design shown on Exhibit B attached hereto to be placed thereon immediately below the Albertson's panel currently located on Center Pylon Sign B.

(ii) With respect to Center Pylon Sign C, Allen shall cause Center Pylon Sign C to be constructed in accordance with the Sign Drawing attached hereto as Exhibit C. Center Pylon Sign C shall include a panel for Home Depot identical to the panel to be placed on Center Pylon Sign B, except that the Home Depot panel shall occupy the top position on Center Pylon Sign C.

(iii) With respect to Center Pylon Sign D, Allen shall cause Center Pylon Sign D to be constructed in accordance with the Sign Drawing attached hereto as Exhibit D. Center Pylon Sign D shall include a panel for Home Depot identical to the panel to be placed on Center Pylon Sign B. The Home Depot panel shall occupy the top position on Center Pylon Sign D.

(iv) With respect to Center Pylon Sign E, Home Depot shall cause Center Pylon Sign E to be constructed in accordance with the Sign Drawing attached hereto as Exhibit E. Center Pylon Sign E shall include only a panel for Home Depot, and said panel shall have the design shown on said Exhibit E.

(v) During the time that Allen is a Consenting Owner, Allen shall be entitled to determine the designations on each of the Center Pylon Signs, provided that Allen shall have no right to modify or terminate those designations set forth in the preceding provisions of this Section 4.3. At such time as Allen is no longer a Consenting Owner, the designations shall be determined by the Consenting Owners for the Phase on which the Center Pylon Sign in question is located, provided that the Consenting Owners shall have no right to modify or terminate in any way the designations set forth in the preceding provisions of this Section 4.3.

(vi) During the time that Allen is a consenting Owner, Allen shall have the right to substitute a Shopping Center designation for any one (1) of the business designations on a Center Pylon Sign that is not granted to Albertson's or Home Depot (but, in the case of Albertson's, only as long as the Albertson's Lease is in effect). Such right shall continue as long as Allen is a Consenting Owner, and thereafter substitutions shall be at the discretion of the Consenting Owners for the Parcel on which the Center Pylon sign in question is located, although no substitutions of designations granted to Albertson's or Home Depot

shall be permitted (but, in the case of Albertson's, only as long as the Albertson's Lease is in effect).

(c) **Cost of Center Pylon Signs.** The cost of installing, illuminating, maintaining, repairing and replacing each of the Center Pylon Signs A, B, C, D and E (excluding electrical hookup to the Common Area meter) shall be paid by the Owners of all Parcels displaying designations on the Center Pylon Sign in question, in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations displayed thereon, and each person displaying a designation on a Center Pylon Sign shall supply and maintain its own fascia and can. The design of each Center Pylon Sign structure, and the size, design and location of sign fascia thereon, shall be subject to the prior written approval of the Consenting Owners for the Parcel on which the Center Pylon Sign is located (which approval shall be obtained in accordance with the procedures set forth in Section 2.5). Notwithstanding the foregoing, Albertson's and Home Depot may use such standard fascia as they from time to time use generally in carrying on their businesses. Allen, Albertson's and Home Depot hereby approve the design, size and location of Center Pylon Sign B, Center Pylon Sign C Center Pylon Sign D and Center Pylon Sign E as set forth above.

(d) **Non-Exclusive Easement.** The respective Owners of each Parcel on which a Center Pylon Sign may be installed hereby grant and convey (or will, in connection with their purchase of such a Parcel, grant and convey) to the owner of the Center Pylon Sign on such Parcel (the "Sign Owner"), a perpetual, non-exclusive easement for the benefit of the Sign Owner for the placement of the Center Pylon Sign, which easement shall include the right to replace and repair the Center Pylon Sign from time to time."

10. **Outdoor Sales.** The following Section 4.5(c) is hereby added to the Declaration:

"(c) The seasonal sale of merchandise by the Owner of the HD Parcel is hereby permitted at any time from the area designated as 'Garden Center' and the area designated as 'Seasonal Sales Area' on Exhibit A attached hereto. In addition, it is understood and agreed that the restrictions set forth in clauses (iii) and (iv) of Section 4.5(b) of the 1999 Declaration shall not apply to the Seasonal Sales Area on the HD Parcel."

11. **Use Restrictions.** The following Section 5.1(f) is hereby added to the Declaration:

"(f) So long as a home improvement center, such as Home Depot, Lowe's or Menard's, is being operated within the HD Parcel and during such time as such home improvement center is closed for remodeling or for restoration following a casualty or taking, no portion of the Shopping Center and/or Phase 3 as identified on the Site Plan (except the HD Parcel) may be used for a home improvement center, such as Lowe's or Menard's, hardware store such as Ace Hardware, or other retail store whose principal business is the sale of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper, carpeting, floor coverings, cabinets, siding, ceiling fans, gardening supplies, nursery products, major appliances, pool supplies and Christmas trees, or for any outdoor garden center or greenhouse selling live plants, trees, shrubbery or other vegetation. Anything to the contrary notwithstanding, nothing herein shall be interpreted to preclude (a) the owner or occupant of Parcel 4 (Gordmans Parcel) from selling or dispensing one or more of the foregoing items as an incidental part of its business, or (b) the sale of any one or more of the foregoing items by a supermarket such as Albertson's, or a discount department store such as Wal-Mart or Target, or a discount warehouse store such as Sam's Wholesale Club, Price Club or Costco, or an electronics and appliance store such as Circuit City or Best Buy, or any furniture store; provided, however, that any furniture store that sells floor coverings or carpeting (or both) shall be prohibited. The foregoing exclusive shall not apply to Parcel 2 or Parcel 24 so long as Albertson's, or its affiliates or assigns is the tenant or Owner of said Parcels."

12. **Release and Relocation of Detention Cell Property.** A part of Parcel 5 (also known as the HD Parcel) contained, prior to the replat, a portion of the "Not-A-Part Detention Cell" parcel (commonly known as Detention Cell B-6A) as shown on Exhibit A of the Original Declaration (the "**Old Detention Cell Property**"), which served the Shopping Center. Allen has caused the City of Grand Island to exchange and transfer the Old Detention Cell Property for the Outlot A (4th Subdivision) Detention Cell (the "**New Detention Cell Property**"), which is depicted on Exhibit A attached hereto. The New Detention Cell Property is hereby released from the terms and provisions of (i) the Declaration, (ii) that certain unrecorded "Covenant Regarding Certain Uses (Phase 3)" dated March 11, 1999; and (iii) the Common Area Maintenance Agreement dated March 11, 1999, and recorded on June 24, 1999, as Document No. 99-106377; and (iv) the Development Agreement dated March 11, 1999, and recorded on June 24, 1999 as Document No. 99-106375. The parties hereto agree that that portion of Parcel 5 previously included within the Old Detention Cell Property is subject to this Declaration.

13. **Notices.** Section 8.10 of the 1999 Declaration is amended to provide that notices to Home Depot shall be addressed as follows:

Home Depot U.S.A., Inc.
2455 Paces Ferry Road, N.W.
Building C, 20th Floor
Atlanta, GA 30339
Attn: Senior Corporate Counsel – Real Estate
Fax No. 770-384-3042

with a copy to:

Home Depot U.S.A., Inc.
1400 West Dundee Road
Arlington Heights, IL 60004
Attn: Tom Thoreson
Fax No. 847-506-7830

With a copy to:

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W., Suite 400
Atlanta, Georgia 30339
Attn: Gil Y. Burstiner, Esq.
Fax No. (770) 303-1115

14. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute on and the same agreement.

15. **Ratification.** Except as amended herein, the Declaration remains in full force and effect and the parties hereby ratify and confirm the Declaration, as amended hereby.

[Signatures on next page.]

200207725

Executed as of the date and year first written above.

ROBERT M. ALLEN FAMILY
LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Robert M. Allen
Robert M. Allen, general partner

ALBERTSON'S, INC.,
a Delaware corporation

By: _____
Lincoln V. Sharp, Jr.
Vice President, Real Estate Law

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Its _____

200207725

Executed as of the date and year first written above.

ROBERT M. ALLEN FAMILY
LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: _____
Robert M. Allen, general partner

ALBERTSON'S, INC.,
a Delaware corporation

By: _____
Lincoln V. Sharp, Jr.
Vice President, Real Estate Law *ZSB*

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Its _____

200207725

Executed as of the date and year first written above.

ROBERT M. ALLEN FAMILY
LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: _____
Robert M. Allen, general partner

ALBERTSON'S, INC.,
a Delaware corporation

By: _____
Lincoln V. Sharp, Jr.
Vice President, Real Estate Law

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Its _____
Jeff Israel
Senior Corporate Counsel - Real Estate

JAN. 22 2002

200207725

The foregoing instrument is consented to by the undersigned, owner of Lot 3, Meadowlark West Fourth Subdivision.

ALLEN PARCEL 24 LLC, a Nebraska limited liability company

By: Robert M. Allen
Robert M. Allen, manager

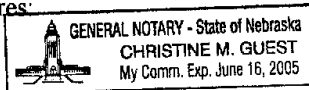
State of Nebraska)
) ss.
County of Adams)

On this 16th day of July, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared Robert M. Allen, known to me to be the manager of Allen Parcel 24 LLC, a Nebraska limited liability company, the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, and on oath stated that he is authorized to execute the said instrument.

Christine M. Guest
Notary Public

My commission expires:

June 16, 2005



State of Nebraska)
) ss.
County of Adams)

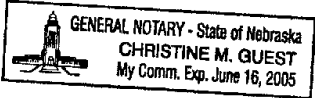
On this 16th day of July, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared Robert M. Allen, known to me to be the general partner of the Robert M. Allen Family Limited Partnership, a Nebraska limited partnership, the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said limited partnership, and on oath stated that he is authorized to execute the said instrument.

Christine M. Guest

Notary Public

My commission expires:

June 16, 2005



State of Idaho)
) ss.
County of Ada)

On this ___ day of July, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared Lincoln V. Sharp, Jr., known to me to be a Vice President, Real Estate Law, of Albertson's, Inc., a Delaware corporation, the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said corporation, and on oath stated that he is authorized to execute the said instrument.

Notary Public

My commission expires:

200207725

State of _____)
) ss.
County of _____)

On this ____ day of July, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared Robert M. Allen, known to me to be the general partner of the Robert M. Allen Family Limited Partnership, a Nebraska limited partnership, the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said limited partnership, and on oath stated that he is authorized to execute the said instrument.

Notary Public

My commission expires:

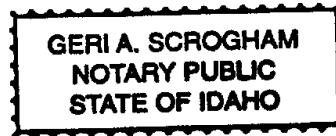
State of Idaho)
) ss.
County of Ada)

On this 22nd day of July, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared Lincoln V. Sharp, Jr., known to me to be a Vice President, Real Estate Law, of Albertson's, Inc., a Delaware corporation, the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said corporation, and on oath stated that he is authorized to execute the said instrument.

Gerri A. Scrogham
Notary Public

My commission expires:

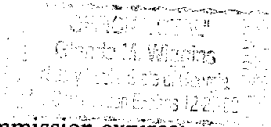
12-15-06



200207725

State of Georgia)
) ss.
County of Cobb)

On this 24 day of July, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared Jeff Isaac, known to me to be a representative of Home Depot U.S.A., Inc., a Delaware corporation, the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said corporation, and on oath stated that he is authorized to execute the said instrument.



Glenda M. Wiggins
Notary Public

My commission expires:

12-27-03

LENDER'S CONSENT AND SUBORDINATION

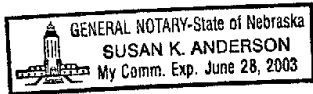
Wells Fargo Bank Nebraska, N.A., formerly Norwest Bank Nebraska, N.A. ("Lender"), whose address is P.O. Box 1048, Hastings, Nebraska, 68901, is the beneficiary under that certain Deed of Trust Security Agreement and Fixture Financing Statement dated January 3, 2000, and recorded in the official records of Hall County, Nebraska, on February 7, 2000, as Document No. 0200001027 (the "Mortgage"). Lender hereby consents to and approves this Second Amendment to Declaration of Restrictions and Grant of Easements and hereby acknowledges and agrees that the Mortgage and any other security instruments securing Lender's loan on the property encumbered by this Second Amendment to Declaration of Restrictions and Grant of Easements shall be subordinate to, and subject to, the terms and conditions of this Second Amendment to Declaration of Restrictions and Grant of Easements.

WELLS FARGO BANK NEBRASKA, N.A.

By: Kevin W. Cunningham
Its Vice President

State of Nebraska)
County of Adams) ss.

On this 22nd day of June, 2002, before me, the undersigned, a Notary Public in and for the above-named state, personally appeared K. Cunningham, known to me to be a Vice Pres. of Wells Fargo Bank Nebraska, N.A., the entity that executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said corporation, and on oath stated that he is authorized to execute the said instrument.



Susan K. Anderson
Notary Public

My commission expires:
6-28-03

SCHEDULE I**Legal Description of Shopping Center
and Parcel Conversion Chart**

Site Plan Parcel No.	Plat Legal Description
	Meadowlark West 3 rd Subdivision ("MW3") or Meadowlark West 4 th Subdivision ("MW4")
1	Lot 4, MW4
2	Lot 5, MW4
3	Lot 6, MW4
4	Lot 7, MW4
5	Lot 8, MW4
14	Lot 14, MW3
15	Lot 15, MW3
16	Lot 16, MW3
17	Lot 17, MW3
18	Lot 18, MW3
19	Lot 19, MW3
20	Lot 20, MW3
21	Lot 21, MW3
22	Lot 22, MW3
23	Lot 23, MW3
24	Lot 3, MW4
25	Lot 2, MW4
26	Lot 1, MW4
27	Lot 12, MW4
28	Lot 11, MW4
29	Lot 10, MW4

200207725

EXHIBIT B

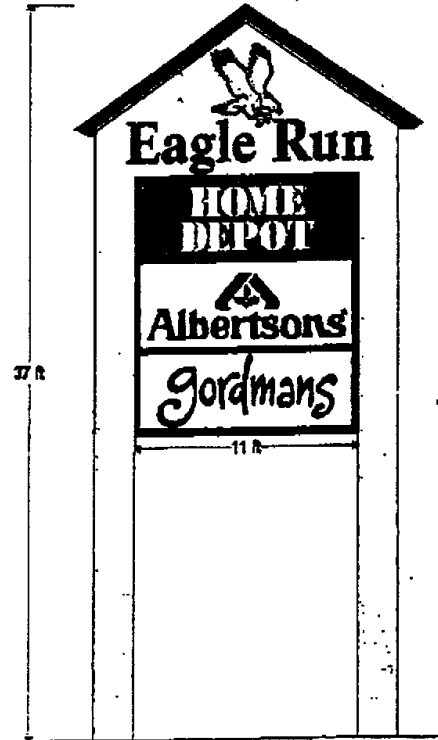
(Center Pylon Sign B Sign Plan)



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EXHIBIT C

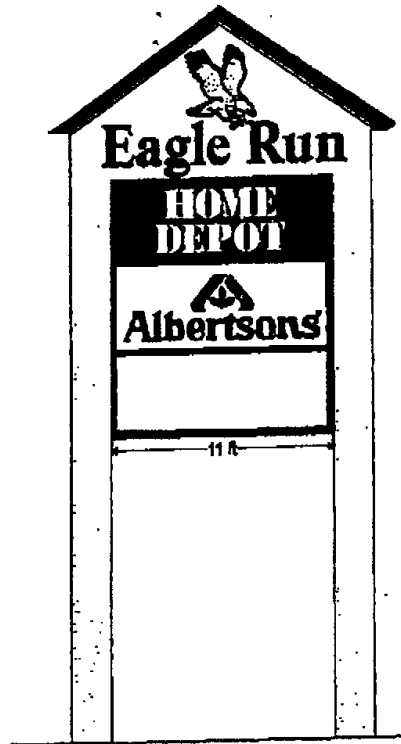
(Center Pylon Sign C Sign Plan)



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EXHIBIT D

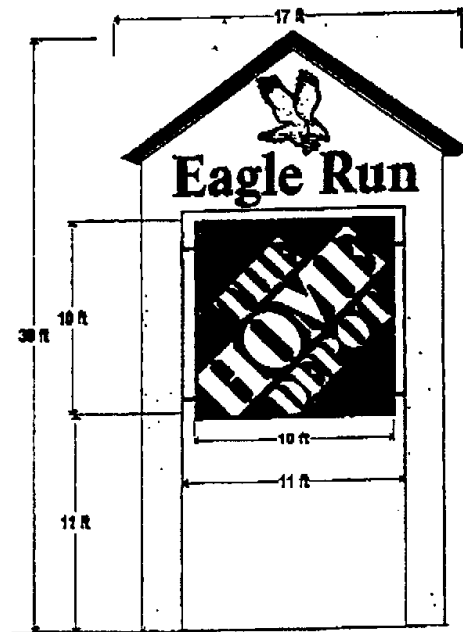
(Center Pylon Sign D Sign Plan)



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EXHIBIT E

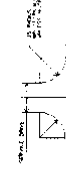
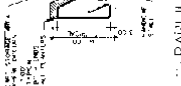
(Center Pylon Sign E Sign Plan)



200207725

200207725

DATE	01/12/2011
DRAWN BY	DAVID L. WILSON
CHECKED BY	DAVID L. WILSON
SCALE	AS SHOWN
PROJECT NO.	200207725
SHEET NO.	1
TOTAL SHEETS	1
CLIENT	DAVID L. WILSON
OWNER	DAVID L. WILSON
LOCATION	US HWY 281, GRAND ISLAND, NEBRASKA
PROJECT DESCRIPTION	EXHIBIT 'A' SITE PLAN



GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
 ALL DIMENSIONS ARE APPROXIMATE
 PARKING REQUIREMENTS
 BY CITY RESOLVE

BUILDING SETBACK REQUIREMENTS
 20' SIDE SETBACK
 25' FRONT AND 75' REAR SETBACK

LANDSCAPE REQUIREMENTS
 BY CITY RESOLVE

ZONING REQUIREMENTS
 AS SHOWN ON ZONING MAP
 REQUIRED - COMMERCIAL

LEGEND

- ROUGH FINISH
- EXTERIOR FINISH
- EXTERIOR WALL FINISH
- BUILDING AREA
- DRIVEWAY SETBACK
- BUILDING ENVELOPE
- ACCESS & UTILITY ESTIMATE
- PHASE LINE



SEC.
 13TH STREET
 AND
 US HWY 281
 GRAND ISLAND,
 NEBRASKA
 2265

APPROVED BY: [Signature]
 EXHIBIT 'A'
 SITE PLAN
 1

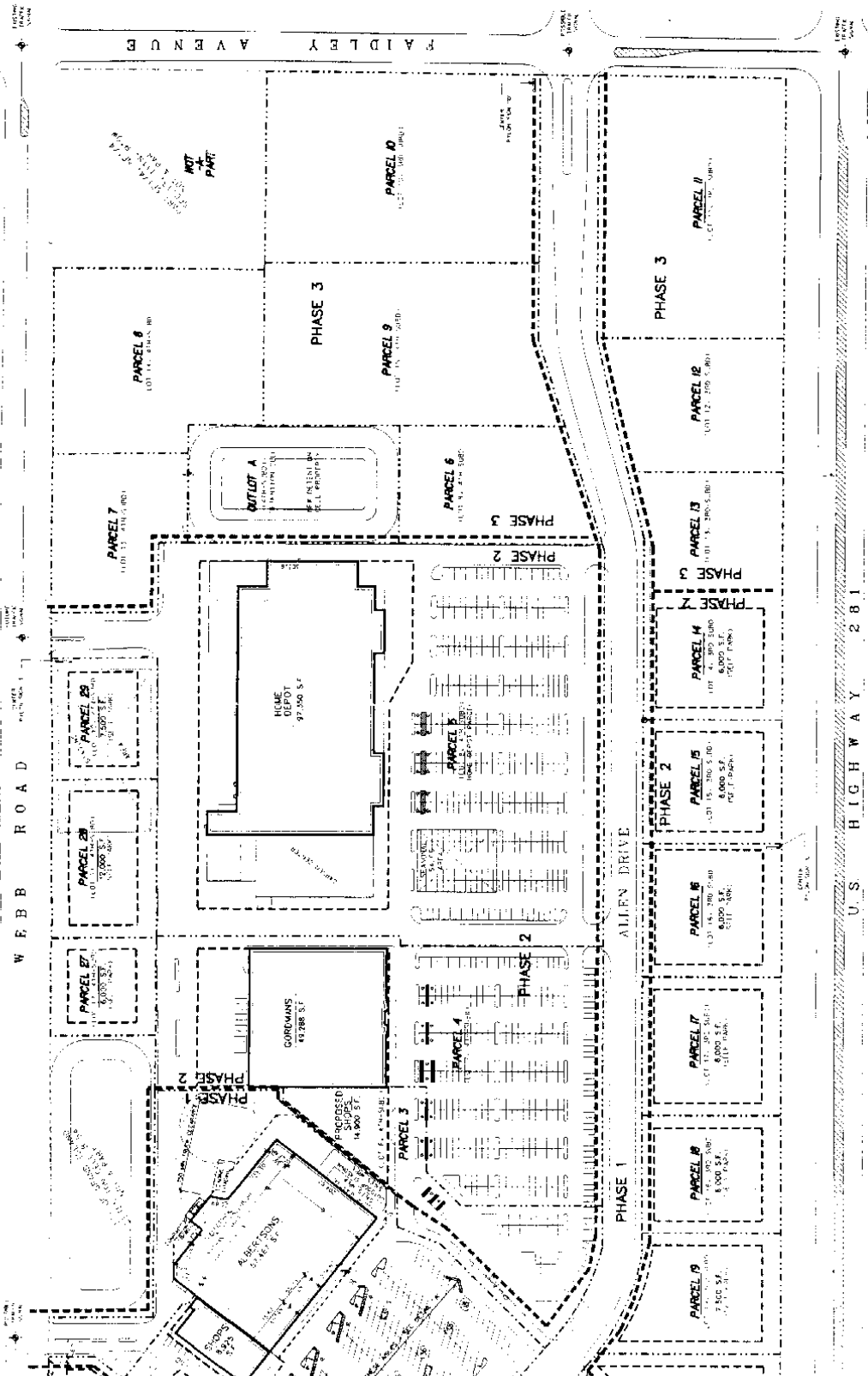


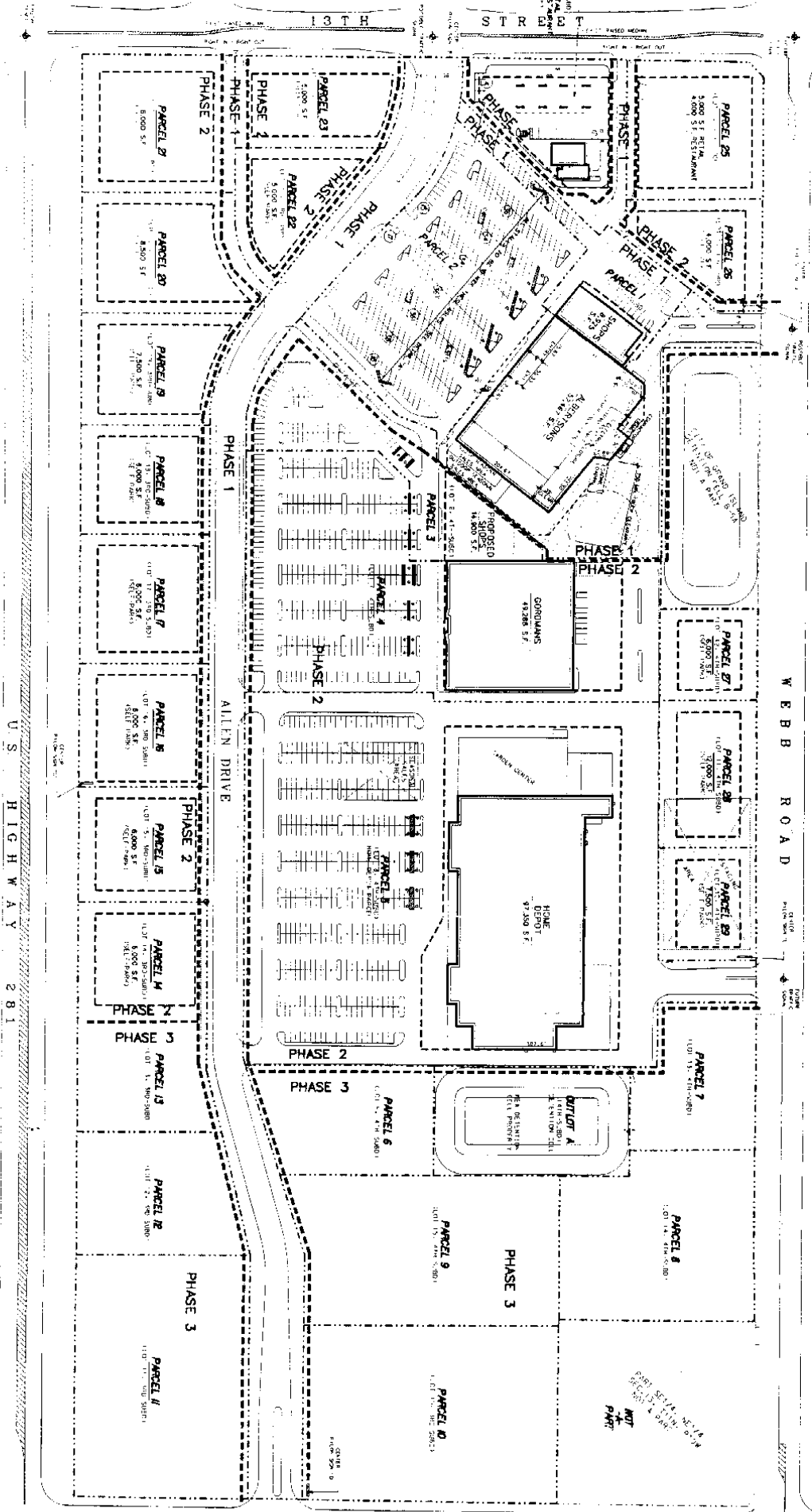
EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA	273,130 S.F. (DOES NOT INCLUDE PHASE 3)
TOTAL PHASING REQUIRED	287,477 S.F. *
TOTAL CHANGING REQUIRED	10,852 S.F. *
TOTAL SITE AREA	1,248,300 S.F. (35.836 AC.)
PHASE 1	1,073,000 S.F. (24.584 AC.)
PHASE 2	175,200 S.F. (4.016 AC.)
PHASE 3	1,000 S.F. (0.023 AC.)

* DOES NOT INCLUDE PHASE 3 OR ALLEN DR.

200207725

200207725



U.S. HIGHWAY 281

EXHIBIT 'A' SITE PLAN